

Aristocrat SuperShare Plan

Aristocrat Leisure Limited ABN 44 002 818 368

Adopted by the Board on 28 November 2018

Contents

1. Plan Name	4	
2. Objects of the Plan	4	
2.1 Objects		4
2.2 Commencement		4
3. Operation of the Plan	4	
4. Offer to Participate and Acceptance	4	
4.1 Eligibility		4
4.2 Offer		4
4.3 Terms of Offer		4
5. Application	5	
5.1 Eligible Employee may apply to participate		5
5.2 Acceptance of application in whole or in part		5
5.3 Eligible Employee becomes a Participant		5
5.4 Automatic enrolment in any future Offers		5
5.5 Re-enrolment		5
6. Purchased Shares	5	
6.1 Delivery of Purchased Shares		5
6.2 Whole number of Purchased Shares		6
6.3 Delivery of cash for Purchased Shares		6
7. Matching Rights	6	
7.1 Receipt of Matching Rights		6
7.2 Vesting Conditions		6
7.3 Unvested Matching Rights		6
7.4 Board may accelerate Vesting		6
7.5 Delivery of Share on Vest of a Matching Right		6
7.6 Settlement in cash on Vest of a Matching Right		6
8. Rights and obligations in respect of Purchased Shares and Matching Rights	6	
8.1 Cessation of Employment		6
8.2 Dividends and voting rights		6
8.3 Purchased Shares to Rank Equally		7
8.4 Quotation		7
8.5 Transaction costs		7
8.6 Nominee		7
9. Variation and Adjustment of Purchased Shares and Matching Rights	7	
9.1 Variation and Adjustment of Purchased Shares and Matching Rights		7
10. Change of Control	7	
11. Administration of the Plan	8	
11.1 Board to administer Plan		8
11.2 Delegation of Board powers and discretions		8
11.3 Decisions of the Board Final		8

11.4	Documents	8
11.5	Trust	9
11.6	Tax	9
12.	Amendments to Plan Rules	9
12.1	Board may amend	9
12.2	Retrospective amendment possible	9
12.3	No alteration of existing rights	9
12.4	Listing Rules	9
12.5	Non-residents of Australia	9
13.	Suspension or termination of the Plan	10
14.	General Provisions	10
14.1	Rights of Participants	10
14.2	Attorney	10
14.3	Notices	11
14.4	Law and Jurisdiction	11
15.	Definitions and Interpretation	11
15.1	Definitions	11
15.2	Interpretation	14
Schedule 1 – Specific Provisions for US Participants and California Participants		15
Schedule 2 – Specific Provisions for Philippine Participants		17
Schedule 3 – Specific Provisions for Israeli Participants		18

1. Plan Name

The Plan Name is the Aristocrat SuperShare Plan.

2. Objects of the Plan

2.1 Objects

The objects of the Plan are to allow Eligible Employees to participate in the growth of the Company.

2.2 Commencement

The Plan commences on the date determined by the Board.

3. Operation of the Plan

The Plan must be operated in accordance with these Rules, which bind the Company, any Subsidiary and each Participant.

4. Offer to Participate and Acceptance

4.1 Eligibility

Only Eligible Employees may participate in the Plan.

4.2 Offer

The Board may, from time to time and at its absolute discretion, invite an Eligible Employee to participate in the Plan.

4.3 Terms of Offer

Subject to these Rules, an Offer may be issued to an Eligible Employee on such terms and conditions as the Board determines at its absolute discretion, provided the Offer:

(a) is made in writing and specifies:

- (i) the name of the Eligible Employee;
- (ii) the date of the Offer;
- (iii) the maximum number of Purchased Shares or the method of calculating the maximum number of Purchased Shares that the Eligible Employee may apply for;
- (iv) the minimum number of Purchased Shares or the method of calculating the minimum number of Purchased Shares that the Eligible Employee may apply for;
- (v) the proposed date on which the Purchased Shares will be delivered to the Eligible Employee;
- (vi) details of any Trading Restriction on Purchased Shares, whether on a voluntary or mandatory basis;
- (vii) the number of Matching Rights or the method of calculating the number of Matching Rights the Eligible Employee may receive;
- (viii) the Vesting Conditions applicable to the Matching Rights;
- (ix) the latest date on which a duly completed Application Form must be received by the Company;
- (x) any other terms and conditions relating to Purchased Shares and Matching Rights which, in the opinion of the Board, are fair and reasonable but not inconsistent with these Rules; and

(b) includes any other information or document that Applicable Laws require the Company to give to the Eligible Employee.

5. Application

5.1 Eligible Employee may apply to participate

- (a) On receipt of an Offer, an Eligible Employee may apply to participate in the Plan on the terms specified in the Offer (including the Application Form) by completing the Application Form and submitting it to the Company within the time period specified in the Offer.
- (b) On submitting an Application Form in accordance with this Rule 5, an Eligible Employee is deemed to have agreed to be bound by:
 - (i) the Offer and Application Form;
 - (ii) these Rules; and
 - (iii) all Applicable Laws.

5.2 Acceptance of application in whole or in part

The Board may determine at its absolute discretion that an application made by way of Application Form and submitted in accordance with Rule 5.1 will not be accepted in whole or in part by the Company.

5.3 Eligible Employee becomes a Participant

An Eligible Employee becomes a Participant upon the Board resolving to accept the Eligible Employee as a participant in respect of an Offer.

5.4 Automatic enrolment in any future Offers

Once an application made in accordance with Rule 5.1 is accepted by the Company, an Eligible Employee remains a Participant in the Plan in respect of the Offer and in any and all subsequent Offers until they elect to no longer participate in the form approved by the Board from time to time.

5.5 Re-enrolment

If a Participant elects to no longer participate, that person may only again participate if they are invited to do so in respect of any subsequent Offer in accordance with Rule 4.2.

6. Purchased Shares

6.1 Delivery of Purchased Shares

- (a) Following the acceptance of an Eligible Employee's Application Form, the Company will, or cause the relevant party to, deliver to the extent that it has accepted such Application Form that number of Purchased Shares in accordance with (b).
- (b) The number of Purchased Shares delivered will be calculated in accordance with the following formula:

$$A = \frac{B}{C}$$

Where:

A = number of Purchased Shares delivered

B = after-Tax Remuneration applied to purchase Purchased Shares

C = average price paid by the Company to purchase Purchased Shares on the purchase date or if issued, the one day volume weighted average price of a Share on ASX on the issue date.

- (c) Purchased Shares have no risk of forfeiture or loss (other than by disposing of them).

6.2 Whole number of Purchased Shares

- (a) In allocating or making any adjustment to the number of Purchased Shares under these Rules does not result in a whole number, the number shall be rounded down to the nearest whole number.
- (b) Any after-Tax Remuneration not applied to acquire Purchased Shares will be carried over to be applied under 6.1(b) in respect of the next delivery date.

6.3 Delivery of cash for Purchased Shares

If the Board at its absolute discretion determines to deliver cash, the cash amount that the Company must pay to the Participant for each Purchased Share is equal to the average price paid by the Company for a Share at the date the cash is paid to the Participant.

7. Matching Rights

7.1 Receipt of Matching Rights

Where an Eligible Employee purchases Purchased Shares, that Eligible Employee will receive, at the same time, Matching Rights on the basis set out in the Offer at no cost.

7.2 Vesting Conditions

Subject to Rule 7.4, the Matching Rights shall Vest subject to the Vesting Conditions (if any) set out in the Offer being met.

7.3 Unvested Matching Rights

If some or all of the Matching Rights do not Vest by the end of the Vesting Period, those Unvested Matching Rights will lapse immediately.

7.4 Board may accelerate Vesting

The Board is not required but may determine at its absolute discretion to Vest all or some of the Unvested Matching Rights notwithstanding any Vesting Conditions set out in the Offer not being met.

7.5 Delivery of Share on Vest of a Matching Right

Subject to Rule 7.6, a Vested Right to Share will be automatically exercised on Vesting and a Share delivered.

7.6 Settlement in cash on Vest of a Matching Right

If the Board at its absolute discretion determines to settle in cash, the cash amount that the Company must pay to the Participant for each Matching Right is equal to the average price paid by the Company for a Share at Vesting date.

8. Rights and obligations in respect of Purchased Shares and Matching Rights

8.1 Cessation of Employment

- (a) Unless the Board at its absolute discretion determines otherwise as set out in the Offer or at time of cessation, a Participant will cease participation in the Plan immediately on cessation of employment and no further Purchased Shares will be delivered and no Unvested Matching Rights will Vest.
- (b) For the avoidance of doubt, a Participant who has been granted an approved leave of absence and who exercises the right to return to work, under any applicable award, enterprise agreement, other agreement, statute of regulation before a Matching Right Vests, will be treated as not having ceased to be an Eligible Employee.

8.2 Dividends and voting rights

Subject to the terms of any Offer, a Participant is entitled to:

- (a) receive any dividend or other distribution or entitlement; and
- (b) exercise any voting rights,

in respect of Purchased Shares held by that Participant.

8.3 Purchased Shares to Rank Equally

Purchased Shares delivered in accordance with this Rule 8 will rank equally with all existing Shares from the date of delivery of such Purchased Shares to the Participant.

8.4 Quotation

If other Shares are officially quoted on ASX at the time of issue, the Company must, within any time frame required by the Listing Rules, apply for official quotation of any Purchased Shares and Shares issued or delivered under this Plan.

8.5 Transaction costs

The Company may, but is not required to, bear all brokerage, commission or other transaction costs (if any) payable by a Participant in relation to the delivery under the Plan of Purchased Shares and Shares.

8.6 Nominee

An Eligible Employee or Participant is not permitted to have Purchased Shares or Matching Rights allocated to any other person or associated body corporate unless the Board, at its absolute discretion, determines otherwise.

9. Variation and Adjustment of Purchased Shares and Matching Rights

9.1 Variation and Adjustment of Purchased Shares and Matching Rights

(a) Subject to all Applicable Laws, the Board at its absolute discretion may also make such adjustments as it considers appropriate, if any, to one or more of the following:

- (i) the number of Purchased Shares and Matching Rights; or
- (ii) where Matching Rights have Vested but no Shares have been issued following, the number of Shares that may be issued

if there are variations or reorganisations in the issued share capital of the Company, including a capitalisation of reserves or distributed profits, rights issue, sub-division, consolidation or reduction of share capital, a demerger (in whatever form), a special dividend to be paid to holders of all issued Shares, or other distribution in specie.

(b) Where additional Purchased Shares and Matching Rights are issued to the Participant under this Rule 9.1, such Purchased Shares and Matching Rights will be subject to the same terms and conditions as the original Purchased Shares and Matching Rights allocated to the Participant (including Vesting Conditions) unless the Board in its absolute discretion determines otherwise.

(c) The Board must as soon as reasonably practicable after making any adjustments under this Rule 9.1, give notice in writing of the adjustments to any affected Participant.

(d) All entitlements shall be rounded down to the nearest whole number and fractions shall be disregarded, and in all other respects, the terms for the delivery of Performance Shares and the Vesting of Matching Rights shall remain unchanged as a consequence of any reconstruction or reorganisation.

(e) Each Participant agrees to any variation to the Plan in accordance with this Rule 9.

10. Change of Control

(a) Where a Change of Control occurs, or is about to occur, the Board in its absolute discretion will determine the manner in which all Unvested Matching Rights will be dealt with, including determination in the circumstances of:

- (i) the extent to which relevant Vesting Conditions will be waived;
- (ii) the extent to which, and the time at which Unvested Matching Rights are to be replaced by options or rights to shares of the new controlling company on substantially the same terms and subject to substantially the same conditions as the Unvested

Matching Rights with any appropriate amendments, including to defined terms and Vesting Conditions; and

(iii) the extent to which, and the time at which, Unvested Matching Rights will lapse (with the relevant Participant being treated as having never held any right or interest in those Unvested Matching Rights from the time of lapse).

(b) If the Board does not exercise its absolute discretion in accordance with Rule 11(a), then all Unvested Matching Rights will otherwise Vest in accordance with the following formula:

$$D = \frac{E}{F}$$

Where:

D = number of Matching Rights held in each tranche

E = number of full months that have elapsed since the issue date of each tranche of Matching Rights

F = total months of the Vesting Period for each tranche of Matching Rights.

11. Administration of the Plan

11.1 Board to administer Plan

The Board is to administer the Plan in accordance with these Plan Rules and may, among other things:

- (a) decide on appropriate procedures for administering the Plan consistent with these Rules;
- (b) amend, add to or waive any term or condition relating to the Purchased Shares and Matching Rights;
- (c) act or refrain from acting at its discretion under these Rules or concerning the Plan or the Purchased Shares and Matching Rights held under the Plan; and
- (d) waive any breach of a provision of the Plan.

11.2 Delegation of Board powers and discretions

Any power or discretion that is conferred on the Board by these Rules, including the power to issue an Offer to Eligible Employees, may be delegated by the Board to any person on such terms it determines at its absolute discretion.

11.3 Decisions of the Board Final

All decisions of the Board as to the interpretation, effect or application of these Rules and Offer and all calculations and determinations made by the Board under these Rules and Offer are final, conclusive and binding in the absence of manifest error and any dispute raised will be resolved by the Board at its absolute discretion.

11.4 Documents

The Company may from time to time require an Eligible Employee or Participant to complete and return such documents as may be required by law to be completed by that Eligible Employee or Participant, or such other documents that the Company considers should, for legal, taxation or administrative reasons, be completed by that Eligible Employee or Participant.

11.5 Trust

The Board may determine at its absolute discretion how Purchased Shares and Matching Rights are to be delivered and held under the Plan, including by way of Trust, and for these purposes, the Company may provide money to the Trustee to facilitate the delivery of Shares to the Trustee on behalf of a Participant under the Plan.

11.6 Tax

- (a) Unless otherwise required by Applicable Law, no member of the Group is responsible for any Taxes which may become payable by a Participant as a consequence of or in connection with the allocation of any Shares or any dealing with any Shares.
- (b) The Group or the Trustee will have the right to withhold or collect from a Participant such Taxes as any member of the Group or the Trustee is obliged, or reasonably believes it is obliged, to account for to any taxation authority on behalf of that Participant. In exercising this right, the Group or the Trustee may:
 - (i) require the Participant to provide sufficient funds (by way of salary deduction or otherwise); or
 - (ii) sell Shares to be allocated to the Participant, including the sale of sufficient Shares to cover any costs of such sale.

12. Amendments to Plan Rules

12.1 Board may amend

Subject to Rule 12.2 and 12.4, the Board may at any time by written instrument or by resolution of the Board, amend all or any of the provisions of these Plan Rules (including this Rule 12).

12.2 Retrospective amendment possible

Subject to this Rule 12.2, any amendment made in accordance with Rule 12.1, may be given retrospective effect as specified in the written instrument or resolution by which the amendment is made.

12.3 No alteration of existing rights

Any amendment to the provisions of these Plan Rules must not materially alter the rights in an adverse way of any Participant under the Plan prior to the date of the amendment, unless the amendment is introduced primarily:

- (a) to correct any manifest error or mistake; or
- (b) to enable the Plan or the Company to comply with any applicable local laws or any required policy of a local regulatory body.

12.4 Listing Rules

The exercise of any powers under these Plan Rules by the Board is subject to any restrictions or procedural requirements imposed by any Applicable Law or by the Listing Rules unless those restrictions, conditions or requirements are relaxed or waived either generally or in a particular case or class of cases and either expressly or by implication.

12.5 Non-residents of Australia

- (a) Notwithstanding anything in these Plan Rules, the Board may at any time amend, supplement or revoke, including by way of schedule, any of these Plan Rules, having regard to any securities, exchange control or taxation laws or regulations or any other matter that the Board considers directly or indirectly relevant, to apply to an Eligible Employee or Participant employed in, resident in, or citizen of, countries other than Australia.
- (b) Any different rules made under Rule 12.5(a) shall be restricted in its application to those Eligible Employees and Participants employed in, resident in, or citizen of, such countries

other than Australia as specified by the Board, and may be amended, supplemented or revoked in accordance with Rule 12.1.

13. Suspension or termination of the Plan

- (a) The Board may from time to time suspend the operation of the Plan.
- (b) The Plan terminates and is to be wound up:
 - (i) if an order is made or an effective resolution is passed for the winding up of the Company other than for the purpose of amalgamation or reconstruction; or
 - (ii) if the Board determines that the Plan is to be wound up.

14. General Provisions

14.1 Rights of Participants

- (a) Nothing in these Rules:
 - (i) confers on any Eligible Employee any expectation to become a Participant or a Shareholder;
 - (ii) confers on any Eligible Employee or Participant the right to continue as an employee of the Company;
 - (iii) means or implies that any further offers will be made to a person;
 - (iv) affects any rights which the Company may have to terminate the employment of any person; or
 - (v) may be used to increase damages in any action brought against the Company in respect of any termination of employment.
- (b) No person, whether a Participant, Shareholder or otherwise, has any claim, right or interest in respect of the Plan or any Purchased Shares or Matching Rights or other property of the Plan, whether against the Company or any other person, as a consequence of termination of the person's employment or appointment or otherwise, except under and in accordance with these Rules.

14.2 Attorney

- (a) A Participant appoints the Company (or the company secretary of the Company or any other person authorised by the Board for this purpose) as his or her attorney to do anything necessary to:
 - (i) allot or issue Shares to the Participant in accordance with these Rules; and
 - (ii) execute transfers of Shares in accordance with these Rules.
- (b) The Participant shall be deemed to covenant that the Participant shall:
 - (i) ratify and confirm any act or thing done pursuant to the powers conferred by this Rule 14.2;
 - (ii) release the Company, each Director and the attorney (where applicable) from any liability whatsoever arising from the exercise of the powers conferred by this Rule 14.2; and
 - (iii) shall indemnify and hold harmless the Company, each Director and the attorney (where applicable) in respect of such powers.

14.3 Notices

A notice or other communication under or concerning the Offer or the Plan is validly given to a Participant if:

- (a) delivered personally to the Participant;
- (b) sent by prepaid post to the Participant's last known residential address;
- (c) sent to the Participant by facsimile, email or other electronic means at the Participant's place of work; or
- (d) posted on an electronic notice board maintained by or on behalf of any member of the Group and accessible by the Participant, and

will in the case of (a), (c) and (d) above, be treated as being received immediately following the time it was sent, posted, or delivered, and where it is sent by regular post it will be treated as received 48 hours after it was posted.

14.4 Law and Jurisdiction

- (a) This Plan is governed by Applicable Law.
- (b) Any person referred to in the Plan submits to the exclusive jurisdiction of the courts of the Governing Jurisdiction.

15. Definitions and Interpretation

15.1 Definitions

Allocate	(a) the issue of a Purchased Share or Share for the benefit of; or (b) procuring the transfer of a Purchased Share or Share (pursuant to a purchase on-market or an off-market transfer) to or for the benefit of, a Participant, and allocate shall be construed accordingly.
Applicable Law	As the context requires: (a) the laws of the Governing Jurisdiction; (b) the <i>Corporations Act 2001</i> (Cth); (c) the Listing Rules; (d) the ITAA 1997 and the <i>Taxation Administration Act 1953</i> (Cth); (e) any practice note, policy statement, regulatory guide, class order, declaration, guideline, policy, procedure, ruling, judicial interpretation or other guidance note made or issued by any Australian or relevant regulatory agency or body to clarify, expand or amend (a), (b), (c) or (d) above; (f) the Constitution of the Company; and (g) any other legal requirement that applies to the Plan.
Application Form	An application form in respect of an Offer in the form that the Board determines from time to time is to be used by Eligible Employees.
ASX	The Australian Securities Exchange.
Board	All or some of the Directors acting as a board or duly authorised committee of the board.

Change of Control

Any of the following:

- (a) if a person acquires a relevant interest (within the meaning of section 608 of the Corporations Act) in more than fifty percent (50%) of the Shares in the Company as a result of a takeover bid;
- (b) if a person acquires a relevant interest (within the meaning of section 608 of the Corporations Act) in more than fifty percent (50%) of the Shares in the Company through a scheme of arrangement; or
- (c) any other similar event (including a merger of the Company with another company) which the Board determines, in its absolute discretion, to be a Change of Control.

Company	Aristocrat Leisure Limited ABN 44 002 818 368.
Constitution	The constitution of the Company as amended from time to time.
Corporations Act	<i>Corporations Act 2001</i> (Cth).
Director	The director of the Company from time to time (including an alternate director or managing director appointed in accordance with the relevant constitution).
Eligible Employee	Any employee of the Company or a Group Company, who is invited by the Board to participate in the Plan but excluding any person who participates in the Company's long term incentive plan.
Governing Jurisdiction	Australia and the State of New South Wales.
Group	The Company and each of its Subsidiaries, and any other entity declared by the Board to be a member of the Group.
Group Company	A company that is a member of the Group.
ITAA 1997	<i>The Income Tax Assessment Act 1997</i> (Cth).
Legal Personal Representative	The executor of the will or an administrator of the estate of a deceased person, the trustee of the estate of a person under a legal disability or a person who holds an enduring power of attorney granted by another person.
Listing Rules	The official listing rules of ASX as they apply to the Company from time to time.
Matching Rights	Rights to Shares at no cost.
Offer	An Offer to an Eligible Employee to participate in the Plan made in accordance with Rule 4.

Participant	A person who holds Purchased Shares and / or Matching Rights allocated in accordance with the Plan and includes, if a Participant dies or becomes subject to a legal disability, the Legal Personal Representative of the Participant.
Plan	This SuperShare Plan as constituted by these Rules.
Plan Name	The Aristocrat SuperShare Plan.
Purchased Shares	Shares purchased with after-Tax Remuneration under the Plan.
Remuneration	The payment, emoluments and other benefits that an Eligible Employee may become entitled to receive from time to time in return for services to be provided or work to be performed by the Eligible Employee in the course of, or in connection with, the Eligible Employee's employment as an employee of the Company or a Group Company or position as a director including, but not limited to, salary, wages, fees, bonuses or incentives.
Rules	The rules of the Plan set out in this document as amended from time to time. For the removal of doubt, the schedules form part of the Rules.
Share	A fully paid ordinary share in the capital of the Company.
Shareholder	A registered holder of a Share.
Subsidiary	Has the same meaning as in section 9 of the <i>Corporations Act</i> .
Tax	Includes any tax, levy, contribution or duty (including any associated penalty or interest amount), social security liability or other liability imposed by any law, governmental, semi-governmental, judicial or other authority that is a liability of the Participant.
Trading Restriction	A restriction on transfer imposed on Purchased Shares delivered under the Plan.
Trust	An employee share trust established by the Company (whether alone or jointly with any other company) for the purposes of the Plan and other such employee equity plans as may be operated by the Company from time to time.
Trustee	The trustee of the Trust.
Unvested Matching Right	A Matching Right that has not Vested.
Vest	A Participant becoming entitled to have the Shares underlying their Matching Rights allocated to them subject to the Plan, and Vested and Vesting shall be construed accordingly.

Vesting Conditions

In relation to Matching Rights, the Vesting conditions prescribed by the Board as specified in the Offer.

Vesting Period

In relation to Matching Rights, the period of time prescribed by the Board as specified in the Offer.

15.2 Interpretation

In this Plan, unless the context requires otherwise:

- (a) The singular includes its plural and vice versa;
- (b) Words denoting any gender include all genders;
- (c) Headings are for convenience only and do not affect interpretation;
- (d) A reference to:
 - (i) a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity;
 - (ii) a party to this Plan or another document includes that party's successors, permitted substitutes or permitted assigns;
 - (iii) a particular time is a reference to that time in the Governing Jurisdiction;
 - (iv) any agreement (including this Plan) or document is to the agreement or document as amended, supplemented, novated or replaced from time to time;
 - (v) a reference to a rule, clause, paragraph, schedule or annexure is to a rule, clause, paragraph, schedule or annexure in or to this Plan;
 - (vi) this Plan includes any schedules and annexures to it;
 - (vii) writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible or tangible form; and
 - (viii) legislation (including subordinate legislation) or a provision of it is to that legislation or provision as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ix) words, such as including or for example, do not limit the meaning of the words preceding them;
 - (x) an obligation or liability assumed by, or a right conferred on, two or more parties binds or benefits all of them jointly and each of them severally; and
 - (xi) nothing in this Plan is to be interpreted against a party solely on the ground that the party or its advisers drafted it.
- (e) In the event of an inconsistency between this Plan and an Offer, the terms of this Plan prevail over the terms of an Offer.

[The rest of this page is blank]

Schedule 1 – Specific Provisions for US Participants and California Participants

A. 1. Effect; Purpose

Pursuant to Rule 12.5, this schedule includes special terms and conditions applicable to an Eligible Employee located in or otherwise subject to taxation in the United States of America. Except as otherwise provided in this schedule, a defined term shall have the same meaning as provided for in the Plan and Offer.

Unless otherwise stated, these terms and conditions are in addition to those set out in the Plan and Offer. Any capitalised term used in this schedule without definition shall have the same meaning as in the Plan, as applicable.

The Plan is intended to satisfy all requirements of Rule 701 under the Securities Act of 1933 and § 25102(o) of the California Corporations Code with respect of offers and sales that would otherwise violate Federal and California securities law, and any such requirements is hereby incorporated into the Plan to effect that intent.

The Plan is intended to satisfy all requirements of §409A of the U.S. Internal Revenue Code of 1986, as amended, and the U.S. Department of Treasury regulations and other interpretative guidance issues thereunder with respect to offers, sale and grants made to US Participants, and any such requirements are hereby incorporated into the Plan to effect that intent.

A. 2. Definitions

California Participant – any person who is a resident of the US State of California at the time of the Offer;

US – the United States of America;

US Participant – any person who is subject to US federal income tax and who receives or will receive US Purchased Shares or US Matching Rights under the Plan;

US Purchased Shares – Shares purchased with after-Tax Remuneration under the Plan by either a California Participant or US Participant; and

US Matching Rights – Rights to Shares granted at no cost to either a US Participant or California Participant.

A. 3. Administration of US Purchased Shares and US Matching Rights

The Board shall (i) administer the US Purchased Shares and US Matching Rights in accordance with this Schedule, (ii) establish from time to time rules and regulations as it may deem appropriate for the proper administration of the US Purchased Shares and US Matching Rights and (iii) make such determinations (including, without limitation, factual determinations), and such interpretations of, and take such steps in connection with, the Plan, this Schedule, Offer and/or the US Purchased Shares and US Matching Rights as it may deem necessary or advisable.

A. 4. Amendment

The Board may amend this Schedule from time to time. Except as specifically permitted by the Plan, or Offer, or as required to comply with any Applicable Law, provided that no amendment shall, without a Participant's consent, adversely affect any rights of such Participant under any rights to Purchased Shares or Matching Rights outstanding at the time such amendment is made. Shareholder approval shall also be required for any amendment if such approval is required by the terms of any Applicable Law, including, without limitation, any securities exchange on which the Shares are publicly traded.

A. 5. California Participants

In respect to California Participants, the purpose of this Schedule is to ensure that any Shares acquired by California residents under the Plan qualify for exemption from securities registration requirements of the securities laws of the State of California in accordance with the statutory exemption for offers or sales made pursuant to a purchase plan. Notwithstanding the foregoing, this Schedule should be interpreted and applied in a manner consistent with other legal requirements in the relevant jurisdiction.

Notwithstanding any provision contained in the Offer, the Plan and this Schedule to the contrary, each US Purchased Shares and US Matching Rights granted to a California Participant shall be granted and administered in compliance with § 260.140.42 of the California Code of Regulations, as amended, to the extent required to comply with requirements of § 25102(o) of the California Corporations Code. In this regard, the following shall apply with respect to US Purchased Shares and US Matching Rights granted to California Participants.

(a) Share Limit for US Purchased Shares and US Matching Rights

The total Shares in the Company that may be received by US Participants pursuant to US Purchased Shares and US Matching Rights granted under the Plan, in aggregate, is limited to 30,000,000.

(b) Additional Limitations on US Purchased Shares and US Matching Rights and timing

Securities must be issued within ten (10) years from the date the plan or agreement is adopted or the plan or agreement is approved by the issuer's security holders, whichever is earlier.

(c) Shareholder Approval

If required by Applicable Law, no US Purchased Shares and US Matching Rights to a California Participant shall be vested, as applicable to such Plan Share, unless the Plan has been approved by the shareholders of a majority of the Company's outstanding voting securities by the later of (i) within twelve (12) months before or after the date the Plan was adopted by the Board, or (ii) prior to or within twelve (12) months of granting of any US Purchased Shares and US Matching Rights to a California Participant. In the event that shareholder approval is not obtained within the foregoing deadline, then the US Purchased Shares and US Matching Rights shall be immediately forfeited, and any cash used to purchase such US Purchased Shares shall be returned to the California Participant.

(d) Transferability

The non-transferability of the rights of any eligible person to acquire securities under the plan or agreement, provided that the plan or agreement may permit transfer of the rights to purchase securities by will, by the laws of descent and distribution, to a revocable trust, or as permitted by Rule 701 of the Securities Act of 1933, as amended.

(e) Adjustments

In the event of a share split, reverse share split, share dividend, recapitalization, combination, reclassification or other distribution of or on the Shares without the receipt of consideration by the Company, the number of securities subject to US Matching Rights granted to a California Participant shall be proportionately adjusted; provided, however, that fractions of a Share will not be issued but will either be paid in cash at the market value of such fraction of a Share or will be rounded down to the nearest whole Share, as determined by the Board.

Schedule 2 – Specific Provisions for Philippine Participants

A. 1. Effect; Purpose

Pursuant to Rule 12.5, this schedule includes special terms and conditions applicable to an Eligible Employee located in or otherwise subject to taxation in the Philippines. Except as otherwise provided in this schedule, a defined term shall have the same meaning as provided for in the Plan and Offer.

Unless otherwise stated, these terms and conditions are in addition to those set out in the Plan and Offer. Any capitalised term used in this schedule without definition shall have the same meaning as in the Plan, as applicable.

A. 2. Definitions

Philippine Participant – any Eligible Employee who is a resident of the Philippines at the time of the Offer;

Phantom Purchased Share – a Purchased Share equivalent, purchased with cash collected from a Philippine Participant from after-Tax Remuneration, and delivered to a Philippine Participant as a cash amount equal to the average price paid by the Company to purchase Purchased Shares on payment date. No actual Shares will be allocated to the Philippine Participant; and

Phantom Matching Rights – a Matching Right equivalent, paid as a cash amount equal to the average price paid by the Company for Shares at Vesting Date. No actual Shares will be allocated to the Philippine Participant.

A. 3. Philippine Participants

In respect of Philippine Participants, any reference to:

- (a) a Purchased Share will be read to mean a Phantom Purchased Share;
- (b) a Matching Right will be read to mean a Phantom Matching Right;
- (c) an Unvested Matching Right will be read to mean an Unvested Phantom Matching Right;
- (d) for the removal of doubt, Rule 6.3 does not apply to Phantom Purchased Shares and Rule 7.6 does not apply to Phantom Matching Rights; and
- (e) dividends, or other distributions or entitlements, and voting rights shall be disregarded. Neither Phantom Purchased Shares nor Phantom Matching Rights shall be entitled to dividends, or other distributions or entitlements, and voting rights (whether notional or actual).

[The rest of this page is blank]

Schedule 3 – Specific Provisions for Israeli Participants

A. 1. General

- 1.1 This Sub-Plan (the "**Sub-Plan**") is adopted pursuant to the authority under the Aristocrat SuperShare Plan (the "**Plan**") and in specific section 12.5 of the Plan, and shall be an integral part thereof. This Sub-Plan shall apply only to Participants who are residents of the State of Israel upon the *Grant Date (as defined below)*, or those Participants who are deemed to be residents of the State of Israel for tax purposes upon the *Grant Date* (collectively, the "**Israeli Participants**").
- 1.2 This Sub-Plan is to be read as a continuation of the Plan and includes additional conditions which will apply to Israeli Participants participating in the Plan, only to the extent necessary to comply with the requirements set by the Israeli law in general, and, in particular, with the provisions of the Israeli Income Tax Ordinance [New Version] 1961, as may be amended or replaced from time to time and in order to comply with any approval or ruling received by the Company or any Group Company in relation thereof. This Sub-Plan does not add to or modify the Plan in respect of any other category of Participants.
- 1.3 The Plan and this Sub-Plan are complementary to each other and shall be deemed as one. In the event of any conflict, whether explicit or implicit, between the provisions of this Sub-Plan and the Plan, the provisions set out in this Sub-Plan shall prevail.
- 1.4 Any capitalized term not specifically defined in this Sub-Plan shall be construed according to the interpretation given to it in the Plan.

A. 2. Definitions

- 2.1 "**102 Share Matching Right**" means Matching Rights granted to an Approved Israeli Participant pursuant to Section 102 provided it is settled in shares and not in cash.
- 2.2 "**Approved Israeli Participant**" means an Israeli Participant who is an Eligible Employee of an Employing Company, excluding any Controlling Shareholder of the Company.
- 2.4 "**Capital Gain Share Matching Right**" means a Trustee 102 Share Matching Right elected and designated by the Company to qualify under the capital gain tax treatment in accordance with the provisions of Sections 102(b)(2) and 102(b)(3) of the Ordinance.
- 2.5 "**Controlling Shareholder**" shall have the meaning ascribed to it in section 32(9) of the Ordinance.
- 2.6 "**Employing Company**" means any Israeli resident Group Company.
- 2.7 "**Grant Date**" means the date upon which Purchased Shares are purchased for the Israeli Participant and upon which the respective Share Matching Rights are granted.
- 2.8 "**ITA**" means the Israeli Tax Authority.
- 2.9 "**Non-Trustee 102 Share Matching Right**" means a 102 Share Matching Right granted pursuant to Section 102(c) of the Ordinance and not held in trust by, or under the control or supervision of, a Trustee.
- 2.10 "**Ordinance**" means the Israeli Income Tax Ordinance [New Version] 1961 as now in effect or as hereafter amended.
- 2.11 "**Ordinary Income Share Matching Right**" means a Trustee 102 Share Matching Right elected and designated by the Company to qualify under the ordinary income tax treatment in accordance with the provisions of Section 102(b)(1) of the Ordinance.
- 2.12 "**Section 102**" means section 102 of the Ordinance and any regulations, rules, orders or procedures promulgated thereunder as now in effect or as hereafter amended.

- 2.13 "**Tax**" means any applicable tax and other compulsory payments such as social security and health tax contributions under any applicable law.
- 2.14 "**Trustee**" means any person or entity appointed by the Company or any Employing Company to serve as a trustee for the Plan and approved by the ITA, all in accordance with the provisions of Section 102(a) of the Ordinance.
- 2.14 "**Trustee 102 Share Matching Right**" means a 102 Share Matching Right granted pursuant to Section 102(b) of the Ordinance and held in trust by, or under the control or supervision of, a Trustee, for the benefit of an Approved Israeli Participant.

A. 3. Purchased Shares Held By Approved Israeli Participants

- 3.1 Purchased Shares purchased under the Plan for the benefit of Israeli Participants shall be subject to tax according to the tax ruling received by the Company with respect to the Plan which is expected to determine that such shares are not to be subject to a special tax arrangement and upon purchase the Israeli Participants shall be subject to tax on any gain between the price paid for such shares and the closing share price on the stock exchange on the date of purchase shall be classified as deemed ordinary income and subject to tax withholding on the purchase date. Following the purchase, any subsequent sale of the Purchased Shares will be treated as capital gains.

A. 4. Grant Of Share Matching Rights

- 4.1 The persons eligible for participation in the Plan and Sub-Plan and receipt of 102 Share Matching Rights as Israeli Participants shall include only Approved Israeli Participants.
- 4.2 The Company may designate 102 Share Matching Rights granted to Israeli Participants pursuant to Section 102 as Trustee 102 Share Matching Rights or Non-Trustee 102 Share Matching Rights.
- 4.3 The grant of Trustee 102 Share Matching Rights shall not be made under this Sub-Plan until 30 days from the date the Plan and the Sub-Plan have been submitted for approval by the ITA and shall be conditioned upon the approval of the Plan and the Sub-Plan by the ITA. Upon such submission the Company shall elect whether the Trustee 102 Share Matching Rights shall be classified as Capital Gain Share Matching Rights or Ordinary Income Share Matching Rights (the "**Election**"). Such Election shall become effective beginning the first date of grant of a Trustee 102 Share Matching Right under the Plan and this Sub-Plan and shall remain in effect at least until the end of the year following the year during which the Company first granted Trustee 102 Share Matching Rights. The Election shall obligate the Company to grant *only* the type of Trustee 102 Share Matching Right it has elected and shall apply to all Israeli Participants who are granted Trustee 102 Share Matching Rights during the period indicated herein, all in accordance with the provisions of Section 102(g). The Election shall not prevent the Company from granting Non-Trustee 102 Share Matching Rights simultaneously.
- 4.4 Each grant of Share Matching Rights shall be considered a separate grant, based on the applicable Grant Date.
- 4.5 Any Trustee 102 Share Matching Rights shall be subject to any tax ruling received by the Company or any Employing Company in relation to the Plan and/or the Sub-Plan ("**Tax Ruling**").
- 4.6 The designation of Non-Trustee 102 Share Matching Rights and Trustee 102 Share Matching Rights shall be subject to the terms and conditions set forth in Section 102 and in any applicable Tax Ruling.

A. 5. Trustee

- 5.1 Trustee 102 Share Matching Rights which shall be granted under the Plan and this Sub-Plan and/or any Shares allocated or issued in relation to such Trustee 102 Share Matching Right, including following any realization of rights under the Plan and this Sub-Plan, shall be allocated or issued to

the Trustee or controlled by the Trustee, for the benefit of the Approved Israeli Participants, in accordance with the provisions of Section 102. In the event that the requirements for Trustee 102 Share Matching Rights are not met, the Trustee 102 Share Matching Rights may be regarded as Non-Trustee 102 Share Matching Rights, all in accordance with the provisions of Section 102.

- 5.2 With respect to any Trustee 102 Share Matching Right, subject to the provisions of Section 102, an Approved Israeli Participant shall not sell or release from trust any Shares received in relation to the Trustee 102 Share Matching Right including following any realization of rights or Share dividends, until the lapse of the period of time required under Section 102 or any other period of time determined by the ITA (the "**Holding Period**"). Notwithstanding the above, if any such sale or release occurs during the Holding Period, the sanctions under Section 102 shall apply to and shall be borne by such Approved Israeli Participant.
- 5.3 The Trustee 102 Share Matching Rights and Shares shall be in the name of the Trustee for the benefit of the Approved Israeli Participant or shall be controlled by the Trustee, subject to the receipt of any applicable Tax Ruling.
- 5.4 Notwithstanding anything to the contrary, the Trustee shall not release or sell any Shares allocated or issued in relation to the Trustee 102 Share Matching Right unless the Company, the Employing Company and the Trustee are satisfied that the full amounts of Tax due have been paid or will be paid.
- 5.5 Upon receipt of any Trustee 102 Share Matching Right, the Approved Israeli Participant will consent to the grant of the Trustee 102 Share Matching Right and to the Election under Section 102 and undertake to comply with the terms of Section 102, the trust arrangement between the Company and the Trustee.
- 5.6 Should any Shares issued in connection with such Trustee 102 Share Matching Rights be transferred by power of a last will or under laws of decent, the provisions of Section 102 shall apply to the heirs or transferees of the deceased Approved Israeli Participant.

A. 6. Assignability, Designation And Sale

- 6.1. Notwithstanding any other provision of the Plan, no Trustee 102 Share Matching Right or any right with respect thereto, or purchasable hereunder, whether fully paid or not, shall be assignable, transferable or given as collateral, or given to any third party whatsoever, and during the lifetime of the Israeli Participant, each and all of such Israeli Participant's rights with respect to a Trustee 102 Share Matching Right shall belong only to the Israeli Participant. Any such action made directly or indirectly, for an immediate or future validation, shall be void.
- 6.2 As long as the Trustee 102 Share Matching Rights or Shares issued thereunder are held by the Trustee on behalf of the Israeli Participant, all rights of the Israeli Participant over the Shares cannot be transferred, assigned, pledged or mortgaged, other than by will or laws of descent and distribution.

A. 7. Integration Of Section 102 And Tax Assessing Officer's Approval

- 7.1. With regard to Trustee 102 Share Matching Rights, the provisions of the Plan and/or the Sub-Plan shall be subject to the provisions of Section 102 and any approval or tax ruling issued by the ITA and the said provisions shall be deemed an integral part of the Plan and the Sub-Plan.
- 7.2. Any provision of Section 102 and/or ruling or approval issued by the ITA which must be complied with in order to receive and/or to maintain any tax benefit pursuant to Section 102, which is not expressly specified in the Plan or the Sub-Plan shall be considered binding upon the Company, the Employing Company and the Israeli Participants.

A. 8. Dividend

Subject to the provisions of the Plan and the Sub-Plan, with respect to all Shares allocated or issued to the Israeli Participant and held by the Israeli Participant or by the Trustee, as the case may be, the Israeli Participant shall be entitled to receive dividends, if any, in accordance with the quantity of Shares, subject to the provisions of the Company's Constitution (and all amendments thereto) and subject to any applicable taxation on distribution of dividends, and when applicable subject to the provisions of Section 102.

A. 9. Tax Consequences

- 9.1 Any tax consequences arising from the grant of any Share Matching Rights, from the issuance of Shares, from the sale of Shares received otherwise or from any other event or act (of the Company and/or the Employing Company and/or the Trustee and/or the Israeli Participant) shall be borne solely by the Israeli Participant. The Company and/or the Employing Company and/or the Trustee shall withhold Tax according to the requirements under the applicable laws, rules and regulations, including withholding taxes at source. Furthermore, the Israeli Participant agrees to indemnify the Company and/or the Employing Company and/or the Trustee and hold them harmless against and from any and all liability for any such Tax or interest or penalty thereon, including, without limitation, liabilities relating to the necessity to withhold, or to have withheld, any such Tax from any payment made to the Israeli Participant.
- 9.2 The Company and/or, when applicable, the Trustee shall not be required to release any Shares to an Israeli Participant until all required Tax payments have been fully made.
- 9.3 With respect to Shares issued upon vesting of Non-Trustee 102 Share Matching Rights, in case of termination of employment, or otherwise if so requested by the Company or the Employing Company, the Israeli Participant shall extend to the Company and/or the Employing Company a security or guarantee for the payment of Tax due at the time of sale of Shares, in accordance with the provisions of Section 102.
- 9.4 For avoidance of doubt, it is clarified that the tax treatment of any Share Matching Right granted under the Plan and the Sub-Plan is not guaranteed, and, although the Company may intend to grant the Share Matching Rights under a certain tax route, they may become subject to a different tax route in the future. The Company does not make any undertaking or representation to maintain the tax treatment of any Share Matching Right granted under the Plan, and the Participant must pay any Tax due and will not be entitled to any compensation or other amounts if the Share Matching Right no longer qualifies for a certain tax route.
- 9.5 Should any provision of in the Plan and/or the Sub-Plan disqualify the Plan and/or the Sub-Plan and/or the Share Matching Rights granted hereunder from beneficial tax treatment pursuant to the provisions Section 102, such provision shall be considered invalid either permanently or until the ITA provides approval of compliance with Section 102.

A. 10. One Time Benefit, Not A Salary Component

The Share Matching Right granted under the Plan and the Sub-Plan and the benefits it provides is an extraordinary, one-time benefit granted to the Israeli Participants and is not and shall not be deemed a salary component for any purpose whatsoever, including, without limitation, in connection with calculating severance compensation under any applicable law.

A. 11. Term Of Plan And Sub-Plan

Notwithstanding anything to the contrary in the Plan and in addition thereto, the Company shall obtain all approvals for the adoption of this Sub-Plan or for any amendment to this Sub-Plan as are necessary to comply with any applicable law, applicable to Share Matching Rights granted to Israeli Participants under his Sub-Plan or with the Company's incorporation documents.

A. 12. Governing Law

For tax purposes only, this Sub-Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of Israel, without giving effect to such State's principles of conflict of laws.

[The rest of this page is blank]