

## ASX Announcement

### CEO Principal Terms and Conditions of Employment

In accordance with ASX Listing Rule 3.1, Benitec Limited (Benitec) hereby gives notice of the principal terms and conditions of the employment between Benitec and its new Chief Executive Officer, Dr Peter French.

#### 1. Term of Contract

Dr French assumes the role of Chief Executive Officer on immediately. There is no fixed term.

#### 2. Remuneration

- a. Fixed Remuneration. The initial fixed remuneration package will be \$265,000 per annum, inclusive of obligations under the Superannuation Guarantee legislation.
- b. Short Term Incentive. Within 120 days of commencement in this position, the Chief Executive Officer will enter into a performance agreement with the Chairman which will set strategic objectives required competencies and performance measures. This agreement will include provision for both cash (up to \$35,000) and share options as bonus payments over and above the fixed remuneration package. Six monthly reviews will be conducted to assess and measure performance. The bonus payment and grant of options will be determined by the Board.
- c. Long Term Incentive. Dr French continues to be eligible to participate in the Company's Employee Share Option Plan. In addition to the existing options granted to Dr French in August 2009, the Board will grant a further 5,000,000 unlisted options under the Company's Employee Share Option Plan. The options are fully vested with an exercise price of \$0.043 cents (being 15% above the rolling 20-day volume weighted average price as of 9 June 2010). The options have an expiry date of 9 June 2013.

After a period of twelve months, the Board will consider the grant of further options under the Company's Employee Share Option Plan dependent upon the achievement of pre-agreed performance targets.

#### 3. Termination

The employment agreement between Dr French and Benitec may be terminated in the following circumstances:

- a. Resignation by Dr French with two months' notice.
- b. By Benitec giving Dr French at least six months' notice or by payment in lieu of that notice.

#### 4. Other Terms

- a. Non-compete. The Chief Executive Officer will not, without prior written consent from the Company, during the period of twelve months after termination of employment compete or assist any other person to compete with Benitec's business or that of any of its investee companies.
- b. Confidential Information and IP. The Chief Executive Officer is subject to standard obligations addressing confidential information and intellectual property generated in the course of employment.

#### **BENITEC LIMITED:**

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#### **About Benitec**

Benitec is an Australian biotechnology company focused on licensing its extensive intellectual property portfolio and developing therapeutics to treat serious diseases using its proprietary ddRNAi technology. For additional information, please visit [www.benitec.com](http://www.benitec.com).