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ASX Market Announcements Office  
Australian Securities Exchange  
20 Bridge Street  
Sydney NSW 2000

**GVF amends Dividend Reinvestment Plan Rules**

Global Value Fund Limited (ASX: GVF) (**GVF** or **Company**) announces it has updated its Dividend Reinvestment Plan Rules (**DRP Rules**), to be in effect for any FY2022 final dividend payment declared. The amended DRP Rules apply to all DRP participant shareholders on and from today's date.

The key change to the updated DRP Rules has been a move from defining net tangible assets (**NTA**) as "post-tax" to "pre-tax" NTA.

The DRP has been designed so that participants will always receive the lowest reinvestment price possible, without diluting the pre-tax NTA of those shareholders who choose not to participate in the plan. When the Company's share price is greater than or equal to its pre-tax NTA per share, dividends are paid as newly issued shares in the Company, issued at the greater of (i) the pre-tax NTA value per share on the ex-dividend date or (ii) the volume weighted average share price for the three trading days on and from the ex-dividend date less a 2.5% discount (or such other discount as the Board considers appropriate).

When the Company's share price is less than its pre-tax NTA per share on the dividend ex-date, cash available for distribution as dividends on shares subject to the DRP will be used to acquire the Company's shares on market in accordance with the terms set out in the DRP Rules.

Miles Staude said: 'When we originally pioneered the GVF DRP Rules, we believed we were one of the first listed investment companies in Australia to implement a way for our DRP to never dilute non-participating shareholders. The process for designing the plan was onerous and time consuming, and we were learning as we went. At the time, we decided to use the post-tax NTA of the Company, but as time has gone on and we have observed a number of DRPs in action, we now believe it is more appropriate for the Company to use pre-tax NTA for the DRP. The Company has therefore updated the DRP Rules to reflect this change.'

In accordance with ASX Listing Rule 3.10.8, a copy of the amended DRP Rules is attached to this release, and may also be found on GVF's [website](#).

*This announcement is authorised for release by the Board of Directors of Global Value Fund Limited.*

# STAUDE CAPITAL

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## GLOBAL VALUE FUND

### About GVF

GVF is a listed investment company that provides shareholders with the opportunity to invest globally through a portfolio of securities purchased at a discount to their underlying asset value. By capturing this discount for its shareholders, the Company aims to provide an alternative source of market outperformance compared to more common stock selection strategies.

Staudé Capital is based in London and its investment team has considerable experience in finding international assets trading at a discount to their intrinsic worth, and in identifying or creating catalysts that will be used to unlock this value. The investment team at Staudé Capital has been seconded into Mirabella Financial Services LLP to manage the Global Value Fund portfolio.

For more information, visit [www.globalvaluefund.com.au](http://www.globalvaluefund.com.au) or contact Portfolio Manager, Miles Staudé, at [miles.staude@globalvaluefund.com.au](mailto:miles.staude@globalvaluefund.com.au) or 0423 428 972, and Head of Corporate Affairs, Emma Davidson, at [emma.davidson@globalvaluefund.com.au](mailto:emma.davidson@globalvaluefund.com.au) or 0401 299 885.

**Global Value Fund Limited**  
ACN 168 653 521

**Dividend re-investment plan**

## Summary of the Dividend Re-investment Plan

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### 1. Introduction

The Dividend Re-Investment Plan (**Plan**) offers shareholders the opportunity to acquire additional shares in Global Value Fund Limited (**Company**) by reinvesting part or all of their periodic dividends.

The Directors consider it important that the Plan operates to the advantage of all shareholders, not only those that participate in the Plan. Therefore, the Directors will only operate the Plan where they have formed the view that the benefits derived from the capital raised through the Plan will exceed the costs associated with the Plan, with the respective benefits and costs evaluated having regard to the position of all shareholders.

Accordingly, under the terms of the Plan the Directors have the ability to:

- (a) limit the amount of dividend which may be invested in subscription for shares under the Plan;
- (b) determine the price that will be used to calculate the issue price for each issue of shares under the Plan;
- (c) acquire shares on-market and procure the transfer of those shares to participants in the Plan rather than to issue new shares under this Plan; and
- (d) suspend, amend or terminate the Plan.

The following sections outline the way the Plan works and should be read in conjunction with the rules of the Plan. The Plan rules currently in place were adopted on 22 July 2022 and are set out in full at the back of this booklet. If you are interested in participating in the Plan you are encouraged to read the rules of the Plan in full.

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### 2. Eligibility to participate

Participation in the Plan is optional and is open to all shareholders resident in Australia and those who are resident outside Australia and who have produced to the Company such evidence as the Company may require to satisfy it that any necessary approvals of any government or governmental authority in relation to participation in the Plan have been obtained and that such participation is not contrary to any applicable laws of Australia or any other relevant jurisdiction.

Before electing to participate in the Plan, a Shareholder who is not a resident in Australia should seek professional advice to ascertain if any restrictions apply. That Shareholder should then contact the Company directly with evidence to satisfy the criteria for participation set out above.

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### 3. How to participate

Shareholders wishing to participate in the Plan that are eligible to do so should read this booklet (including the Plan rules) and complete and return the application in writing or by electronic communication, each of which must be capable of authentication. If necessary, consult your financial adviser before joining.

The Company may in its absolute discretion refuse any election to participate in the Plan.

If a shareholder has multiple share holding accounts in the Company, a separate application will be required for each account.

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## 4. When participation begins

Subject to the Company's acceptance of your application your participation in the Plan will, in general, begin with the first dividend paid after acceptance of your application to participate. If your application is received after the close of the Company's share register for determination of entitlements to payment of a dividend, it will not be effective until the Company's next dividend. For each dividend, the Company will determine, in accordance with the ASX listing rules, the last date on which applications for participation must be received.

## 5. Full or partial participation

Shareholders wishing to participate in the Plan can elect to participate in respect of all of the shares registered in their name or in respect of a specified number of such shares only. Accordingly, shareholders have two options when completing an application:

- (a) **Full Participation:** Dividends on all shares held by a shareholder as on the record date for that dividend will be reinvested in acquiring new shares under the Plan (subject to any limits on reinvestment announced by the Company from time to time).
- (b) **Partial Participation:** The shareholder can nominate the number of shares which participate in the Plan. Only the dividends on those shares (and any shares issued under the Plan in respect of those shares) will be reinvested in acquiring additional shares under the Plan and shareholders will continue to receive cash dividends on the rest of their shares.

If an application does not clearly indicate the level of participation in the Plan, it will be deemed to be an application for Full Participation.

## 6. How the Plan operates

When announcing a dividend, the Company will announce to ASX Limited (**ASX**):

- (a) the amount of the dividend;
- (b) any limit on the amount of dividend which may be applied to acquire shares under the Plan;
- (c) the record date for the dividend;
- (d) the closing date by which shareholders must lodge an election to participate or vary their Plan participation if they wish their election to take effect in respect of the current dividend period;
- (e) the payment date for the dividend; and
- (f) any other information required by ASX listing rules from time to time.

Following the end of a dividend period, the Company will determine each shareholder's net dividend entitlement.

## 7. Shares acquired under the Plan

Under the Plan, the Directors will determine whether participating shareholders are to be issued with new fully paid ordinary shares in the Company or transferred existing fully paid ordinary shares in the Company pursuant to an on-market acquisition of shares through a broker on behalf of the Participants.

All shares issued or transferred (as the case may be) under the Plan will rank equally in all respects with existing shares from the date of issue. In the case of new shares being issued under the Plan, following allotment, the Company will apply to have the shares quoted on the ASX.

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## 8. Issue price for reinvestment of dividends

The Plan has been structured to take account of the relationship between the market price of the Company's shares and its pre-tax net tangible asset value per share (**NTA Price**) at the relevant time when dividends are being reinvested. The market price of the Company's shares used is the volume weighted average price of the Company's shares traded on the ASX for the three consecutive trading days commencing on and from the business day immediately prior to the record date (**Ex-Dividend Date**), (**Share Price**).

*Where Share Price is greater than or equal to NTA Price*

If the prevailing Share Price is higher than or equal to the NTA Price on the Ex-Dividend Date, you will receive your dividends as newly issued shares in the Company, at the issue price set out below.

The Company will promptly apply for quotation on the ASX of new shares issued and allotted under the Plan.

*Where Share Price is less than the NTA Price*

If the prevailing Share Price is less than the NTA Price on the Ex-Dividend Date, dividends on shares subject to the Plan will be used to acquire the Company's shares on-market.

The Company has 20 trading days in which to do this on behalf of all shareholders participating in the Plan. The average share price, less brokerage and stamp duty, is then determined and the shares purchased under the Plan are allocated among the participating shareholders in accordance with their level of participation.

However, where the Company cannot buy enough shares on-market within 20 trading days to satisfy the full amount of dividends payable, the remainder of the dividend will be, at the Board's discretion, applied to the issue of new shares at the issue price or given to the shareholder in cash.

*What is the issue price of shares?*

Shares issued under the Plan will be issued at the greater of:

- the NTA Price on the Ex-Dividend Date; or
- the Share Price less a 2.5% discount or such other discount as the Board considers appropriate.

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## 9. Disposal of shares

If a participating shareholder elects for Full Participation and then sells some of its shares, the dividends on the remaining shares will continue to be reinvested under the Plan.

If a participating shareholder elects for Partial Participation and then sells some of its shares, the number of shares sold will be deemed firstly to be shares that are not participating in the Plan and, once they are all deemed to be sold, then secondly participating shares under the Plan.

## **10. Variation or termination of participation**

Shareholders may vary their level of participation in the Plan or withdraw from the Plan at any time by giving notice in the form approved by the Company to the Company's share registry.

The Company may in its absolute discretion refuse any variation of the level of participation in the Plan (but not any withdrawal). The Company will determine the last date on which it will accept variations with respect to each dividend.

The variation (subject to acceptance by the Company) or termination will be effective in relation to any dividends in respect of which the close of the Company's share register for determination of entitlements to payment of the dividend occurs after the notice is received.

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## **11. Variation, suspension and termination of Plan**

The Company may at its discretion vary the Plan Rules at any time by notice on the Company's website and by notice to the ASX. If the Rules are varied, participating shareholders will continue to participate under the Plan and the Rules in their varied form will apply to them.

The Company may also suspend or terminate the operation of the Plan at any time by notice on the Company's website and by notice to the ASX. The Company may reinstate the Plan following a suspension at any time by notice on the Company's website and by notice to the ASX.

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## **12. Brokerage and commission**

The Company will issue new shares under the Plan free of brokerage fees and/or commission. Where the Company acquires shares on-market for participating shareholders, brokerage payable on those acquisitions will be passed on to participating shareholders (on a pro-rata basis). The Company will endeavour to secure the most cost-effective brokerage rates possible. No brokerage will be payable on the subsequent transfer of those shares to participating shareholders.

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## **13. Plan underwriting**

Where the Directors consider it appropriate, the Company may periodically have the Plan underwritten.

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## **14. Taxation**

Under current Australian taxation laws, reinvested income will be regarded for tax purposes as if it were received in cash. Please refer to the Plan dividend statement for the details of each dividend.

The Company does not take any responsibility for the taxation liabilities of shareholders and suggests that you obtain independent advice concerning your taxation position.

## Dividend re-investment plan rules

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The following Rules contain the terms, provisions and conditions that apply in relation to the Global Value Fund Limited dividend re-investment plan.

### 1. Interpretation

(a) In these Rules:

**ASX** means ASX Limited (ACN 008 624 691) or the financial market operated by ASX Limited (as the context requires).

**Board** means the all the Directors .

**Business Day** has the meaning given in the Listing Rules.

**Calculation Time** means 4.00pm on the Ex-Dividend Date.

**Company** means Global Value Fund Limited (ACN 168 653 521).

**Directors** means the directors of the Company.

**Discount** means the discount of 2.5% or such other discount which the Board considers appropriate and determines to apply to the Share Price for the purposes of calculating the issue price of Shares under this Plan.

**Dividend** means a cash dividend or cash component of a dividend.

**Eligible Member** means a person registered as the holder of a Share:

- (i) whose address as it appears in the register of members of the Company is (and, in the case of a Share held jointly by two or more persons, all of whose addresses appearing in such register is) in Australia; or
- (ii) whose address as it appears in the register of members of the Company is (and, in the case of a Share held jointly by two or more persons, one of whose addresses appearing in such register is) outside Australia and who has produced to the Company such evidence as the Company may require to satisfy the Company that any necessary approvals of any governmental authority in relation to participation in the Plan have been obtained and that participation is not contrary to any applicable laws of Australia or any other relevant jurisdiction.

**Ex-Dividend Date** means the Business Day immediately prior to the Record Date.

**Listing Rules** means the listing rules of the ASX.

**Market Participant** has the meaning given in the Listing Rules.

**NTA Price** means the amount per Share calculated by dividing the NTA Value as at the Calculation Time by the total number of Shares on issue at that time.

**NTA Value** has the meaning given in Rule 1(b).

**Participant** means an Eligible Member who has applied to participate in the Plan and whose application has been accepted by the Company under Rule 3.

**Payment Date** means, in respect of a Dividend, the date for payment of that Dividend.

**Plan** means the Global Value Fund Limited dividend re-investment plan on the terms set out in this document as amended from time to time.



**Plan Account** means a separate account kept by the Company, for record purposes only, which records the amount of Dividends to which a Participant becomes entitled from time to time in respect of that Participant's Plan Shares.

**Plan Share** means a Share that is designated a plan share under Rule 3.

**Record Date** means the date on which the Company's share register is closed in order to determine entitlement to a Dividend in accordance with the requirements of the Listing Rules.

**Register** means the register established and maintained under Rule 4(a).

**Reinvestment Share Limit** means, in respect of each Plan Account, the maximum number of Shares that may be issued or transferred to a Participant based on the credit balance of the Plan Account immediately before an issue or transfer to a Participant of additional Shares under the Plan.

**Share** means a fully paid ordinary share in the capital of the Company.

**Shareholding Account** means:

- (i) where an Eligible Member has one holding of Shares, the account recording that holding; and
- (ii) where an Eligible Member has two or more holdings of Shares, each separate account recording each separate holding.

**Share Price** means the volume weighted average price at which Shares have traded on the ASX for the three consecutive trading days commencing on and from the Ex-Dividend Date.

(b) For the purposes of this Plan, **NTA Value** means the pre-tax value of:

- (i) the total assets of the Company as at the Calculation Time provided that the value of any investment of the Company that is quoted for trading on a securities exchange or other financial market at the Calculation Time is deemed to be the value determined as at close of trading on the last trading day on that market that has commenced before the Calculation Time; and
- (ii) less the sum of the total liabilities and intangible assets (for the avoidance of doubt, other than any tax and deferred tax balances) of the Company as at the Calculation Time,

in each case determined applying the same accounting policies and accounting principles that the Company applies in determining the net tangible asset backing per Share reported to the ASX in accordance with ASX Listing Rule 4.12.

(c) Subject to any express or implied contrary intention:

- (i) words importing the singular include the plural and vice versa;
- (ii) a gender includes all genders;
- (iii) words importing natural persons include corporations and vice versa; and
- (iv) references to times are references to time in Sydney, Australia;
- (v) headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this document; and
- (vi) the meaning of general words is not limited by specific examples introduced by "including", "for example", "such as" or similar expressions.

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## 2. Applications

- (a) No person other than an Eligible Member may apply to participate in the Plan.
- (b) Every Eligible Member who wants to participate in the Plan must complete and lodge with the Company an application form in such form as the Company has approved (the **Dividend Election Notice**) in accordance with Rule 11.
- (c) An Eligible Member may elect in its Dividend Election Notice to participate in the Plan in respect of:
  - (i) part only of the Shares of which it is registered holder at the time the Company receives its application including any Shares allotted to it under the Plan (the **First Alternative**); or
  - (ii) all Shares of which it is from time to time the registered holder including any Shares allotted to it under the Plan (the **Second Alternative**),

and must nominate in the Dividend Election Notice which of the First Alternative or Second Alternative is to apply. If the First Alternative is nominated, the Eligible Member must specify the number of Shares in respect of which it seeks to participate in the Plan. If the Eligible Member fails to nominate an alternative or, where the First Alternative is nominated, fails to specify the number of Shares in respect of which it wishes to participate, the Eligible Member is deemed to have elected the Second Alternative.

- (d) An Eligible Member may not participate in the Plan in respect of fewer than 100 Shares.
- (e) No Eligible Member may transfer the right to any allotment or transfer of Shares under this Plan.

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## 3. Acceptance of applications

- (a) The Company may in its absolute discretion accept or refuse any application made by an Eligible Member under Rule 2 without being bound to give any reason for doing so.
- (b) If the Company refuses to accept an application it must notify the Eligible Member as soon as practicable that the Dividend Election Notice has been rejected.
- (c) The Company's acceptance of an application must be recorded in the Register in accordance with Rule 4(a). The Shares subject to such an application become designated Plan Shares in accordance with Rule 11.
- (d) The Directors are under no obligation to correct or amend defective applications to participate on behalf of Eligible Members.
- (e) For each Dividend, the Company will determine in accordance with the Listing Rules the last date on which Dividend Election Notices must be received.
- (f) Subject to Rule 3(g), each Dividend Election Notice accepted by the Company is effective in respect of the first Dividend payable after receipt of the applicable Dividend Election Notice and subsequent Dividends (subject to Rules 7 and 10).
- (g) Any Dividend Election Notice received by the Company after the deadline for Dividend Election Notices with respect to a particular Dividend determined in accordance with Rule 3(e) is not effective in respect of that Dividend but is effective in respect of subsequent Dividends.

- (h) An Eligible Member who applies to participate in the Plan is deemed to have directed the Company to apply such monies in its Plan Account as required for the subscription for, or other acquisition of, the number of Shares determined in accordance with Rule 5.

#### **4. Register**

- (a) The Company must establish and maintain a register in which it will record, in respect of each Participant, particulars of:
- (i) the Participant's name and address;
  - (ii) the number of the Participant's Plan Shares; and
  - (iii) any variation approved by the Company under Rule 7(a).
- (b) The Register is conclusive evidence of the matters recorded in it.

#### **5. Operation of the Plan**

- (a) Every Dividend which is payable to a Participant in respect of the Plan Shares must be applied by the Company on the Participant's behalf in subscribing for additional Shares, purchasing additional Shares on the ASX, paid in cash or a combination of the above in accordance with this Rule 5.
- (b) In respect of each Participant with Plan Shares, the Company must establish and maintain a Plan Account.
- (c) In respect of every Dividend payable to a Participant, the Board must:
- (i) determine the amount of the Dividend payable in respect of that Plan Account; and
  - (ii) credit that Dividend to the Plan Account.
- (d) Where the Share Price is greater than or equal to the NTA Price, for each Participant's Plan Account the Board must:
- (i) determine the Reinvestment Share Limit for the Plan Account;
  - (ii) where the Reinvestment Share Limit is a fraction, round the Reinvestment Share Limit up or down to the nearest whole number;
  - (iii) debit the Plan Account with the amount of the Dividends to be used to subscribe for those additional Shares; and
  - (iv) issue the Shares subscribed for and adjust the Participant's Shareholding Account accordingly.
- (e) Shares issued under the Plan must be issued at an issue price equal to the greater of:
- (i) the Share Price minus the Discount; and
  - (ii) the NTA Price.

- (f) Where the Share Price is less than the NTA Price the Board must:
- (i) determine the total amount of Dividends available in all Plan Accounts to purchase Shares on the ASX under the Plan;
  - (ii) subject to Rule 5(h), within the 20 trading days after the Record Date, cause the Company to purchase such number of Shares on the ASX and pay all brokerage, commission, stamp duty or other transaction costs in respect of those purchases, as can be acquired by expending an amount equal to the total amount of Dividends available in all Plan Accounts;
  - (iii) determine the average price of the Shares purchased on the ASX, after making allowances for brokerage, commission, stamp duty or other transaction costs in respect of the Shares purchased;
  - (iv) determine the Share Purchase Limit for each Plan Account;
  - (v) debit the Plan Account with the purchase price for the additional Shares;
  - (vi) either debit the Plan Account with the amount of the Dividends to be used to subscribe for those additional Shares and issue the Shares subscribed for in accordance with Rule 5(i)(i) or retain any cash balance in the Plan Account to be applied in accordance with the Plan after the following Record Date or pay that cash balance to the Participant in accordance with Rule 5(i)(ii), in each case as the Board determines in its absolute discretion; and
  - (vii) adjust the Participant's Shareholding Account accordingly.
- (g) Subject to Rule 5(h), Shares purchased by the Company on behalf of the Participant on the ASX must be purchased at the market price of the Shares on the ASX within the time limit set out in Rule 5(f)(ii) (the **Time Limit**).
- (h) Notwithstanding any other provision of this Plan, the Board must not continue to purchase Shares on-market on the ASX for so long as the market price for Shares on ASX remains above the NTA Price during the period in which the Company is purchasing Shares on behalf of Participants.
- (i) In the event that the Board cannot expend all of the Dividends available under the Plan in purchasing Shares on the ASX within the Time Limit the Board may, at its election:
- (i) comply with Rules 5(d) and 5(e) in respect of those Dividends that have not been used to purchase Shares on the ASX, except that the issue price of Shares issued under these circumstances must be the greater of:
    - (A) the Share Price less the Discount; and
    - (B) the NTA Price; or
  - (ii) pay in cash the relevant amount not so expended to the Participants on the Payment Date (with each Participant's cash entitlement determined in accordance with that Participant's Plan Account) or retain any cash balance in the Plan Account to be applied in accordance with the Plan after the following Record Date as the Board determines in its absolute discretion.

## 6. Shares acquired under the Plan

- (a) All Shares allotted or transferred under the Plan:
- (i) rank equally in all respects with existing Shares; and

- (ii) participate in all Dividends subsequently declared.
  - (b) Shares to be allotted or transferred under the Plan must be allotted or transferred within the time frames required by the Listing Rules.
  - (c) Shares allotted under the Plan must be registered on a register where the Participant to whom the Shares are allotted already holds Shares.
  - (d) Shares that are to be purchased on ASX under the Plan must be allocated to the Participant's Shareholding Account or otherwise transferred to the Participant no later than the date on which the Dividend being retained and applied in accordance with this Plan would have been distributed to the Participant.
  - (e) If the Board determines to cause the purchase and transfer of Shares to Participants, the Shares may be acquired as the Board considers appropriate. The Company, if it so chooses, may create a trust (of which the Participants are the beneficiaries) to acquire the Shares and then transfer or sell those Shares to the Participants.
  - (f) Shares will not be purchased and transferred under the Plan if the purchase and transfer would breach any provision of any applicable law, regulation or the Listing Rules.
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## 7. Variation or termination of participation

- (a) Participants may at any time apply to increase or decrease the number of their Plan Shares by submitting, in accordance with Rule 11, a form the Company has approved (**Variation Notice**) and the Company may, in its absolute discretion, approve or refuse such an application. The Company will determine in accordance with the Listing Rules the last date on which Variation Notices must be received with respect to each Dividend.
- (b) The Company's approval of a Variation Notice must be recorded by entering the variation requested in the Register. The variation takes effect in accordance with Rule 11.
- (c) Participants may at any time submit, in accordance with Rule 11, a notice of termination of their Participation in the Plan in such form as the Company has approved (**Termination Notice**). The termination takes effect in accordance with Rule 11 and on the date it becomes effective the Participant ceases to be a Participant and all Plan Shares held by that Participant cease to be Plan Shares.
- (d) If a Participant dies, participation by them and any other Participants with whom the deceased was a joint Participant is terminated on the date the Company receives notice of death of the deceased Participant.
- (e) If a Participant disposes of all of their Shares without giving the Company a Termination Notice and is not registered as the holder of any Shares when the Company's share register is next closed for determination of entitlements to a payment of a Dividend, the Participant is deemed to have terminated their participation on the last date when the Company registered a transfer or instrument of disposal of their Shares.
- (f) Where a Participant disposes of only some of their Shares without giving the Company a Termination Notice or Variation Notice:
  - (i) if the number of Shares disposed of is less than or equal to the number of their Shares which are not Plan Shares, the Shares so disposed of are deemed not to be Plan Shares;
  - (ii) if the number of Shares disposed of is more than their Shares which are not Plan Shares, the Shares disposed of are deemed to include all of their Shares which are not Plan Shares together with that additional number of their Plan Shares equal to the number calculated by subtracting from the number of Shares disposed of the number of all their Shares which are not Plan Shares.

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## **8. Stock exchange listing**

After each issue of new Shares under the Plan, the Company must promptly apply for their quotation on the official list of ASX.

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## **9. Limitation of subscription**

The Company may at any time by notice on the Company's website and by notice to the ASX limit the amount of Dividend that may be invested in subscriptions for Plan Shares.

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## **10. Variation, suspension and termination of the Plan**

- (a) The Company may vary, suspend or terminate these Rules at any time or from time to time by notification on the Company's website and by notice to the ASX. For the avoidance of doubt, where the Company has announced that the Plan will operate in respect of a Dividend, the Company retains the discretion to suspend the Plan in respect of that Dividend at any time prior to the payment date for that Dividend.
  - (b) The variation, suspension or termination takes effect upon the date specified by the Company and the variation, suspension or termination does not give rise to any liability on the part of, or right or action against, the Company or its officers, employees or agents.
  - (c) If the Plan is suspended, an election as to participation in the Plan will also be suspended and all Plan Shares are deemed not to be Plan Shares for the purpose of any Dividend paid while the Plan is suspended.
  - (d) Any suspension under Rule 10(c) will continue until such time as the Company resolves to recommence or terminate the Plan.
  - (e) The Company may reinstate the Plan following a suspension in accordance with this Rule 10 by notification on the Company's website and by notice to the ASX. Upon reinstatement of the Plan, all prior elections will be reinstated and will continue to apply unless the Company determines otherwise.
  - (f) The Directors may settle any difficulties, anomalies or disputes which may arise in connection with, or by reason of, the operation of the Plan, whether generally or in relation to any Participant or any Shares, in such manner as they think expedient and the determination of the Directors is conclusive and binding on all Participants and other persons to whom the determination relates.
  - (g) The accidental omission to give notice of any variation, suspension or termination of the Plan to any Participant or the non-receipt of any notice by any Participant does not invalidate the variation, suspension or termination of the Plan.
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## **11. Applications and other notices**

- (a) Applications and notices to the Company must be in the form the Company has approved from time to time. The Company may determine that applications and notices to the Company may be lodged electronically either through the Company's website or that of an authorised third party (including the Company's share registry). Any application or notice lodged electronically must comply with the applicable terms and conditions of the electronic lodgement facility.
- (b) Subject to Rules 11(c) and 11(d), applications and notices are effective upon acceptance by the Company or its share registry (as appropriate).

- (c) Applications or notices accepted after the close of the Company's share register for applications to the Plan for that Dividend are not effective in respect of that Dividend but are effective in respect of subsequent Dividends.
  - (d) In administering the Plan, the Company has absolute discretion to:
    - (i) accept or reject any Dividend Election Notice or Variation Notice;
    - (ii) accept or reject an application or notice that is not properly completed or signed; and
    - (iii) prior to acceptance, clarify with an Eligible Member any instruction with respect to an application or notice in order for the application or notice to be properly completed.
  - (e) The accidental omission by the Company to give any notice under these Rules to any Participant, Eligible Member, ASX or any other person will not invalidate any act, matter or thing.
  - (f) For the purposes of this Rule 11, an application or notice includes, but is not limited to, a Dividend Election Notice, a Variation Notice and a Termination Notice.
  - (g) Each Participant is deemed to have applied for the issue of new Shares, agreed to the transfer to it of on-market Shares and given a direction to the Company to make the payments necessary to give effect to this Plan.
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## **12. Costs to participants**

- (a) No brokerage, commissions or other transaction costs are payable by Participants for an allotment of new Shares under the Plan.
  - (b) The brokerage, commission, stamp duty and other transaction costs must be paid by Participants in respect of the purchase of Shares under the Plan in accordance with Rule 5(f)(ii). The Company will use its reasonable commercial endeavours to secure the most cost effective brokerage rates possible.
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## **13. Statements**

As soon as practicable after each allotment or transfer of Shares and as required by the Listing Rules, the Company must send to each Participant to whom Shares have been allotted or transferred a statement setting out, in respect of that Participant:

- (a) the number of the Participant's Plan Shares as at the relevant Record Date;
- (b) the amount of cash Dividend due and payable to that Participant in respect of the Participant's Plan Shares which have been applied towards subscription for additional Shares;
- (c) the number of additional Shares allotted or transferred to the Participant under Rule 5;
- (d) the number of Shares (including Plan Shares) in respect of which the Participant is the registered holder after such allotment or transfer;
- (e) the amount, if any, to be refunded to the Participant; and
- (f) any other information as the Company may determine from time to time.

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## **14. Participants to be bound**

Participants are bound by these Rules in respect of the Plan as modified or varied from time to time under Rule 10.

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## **15. Disputes**

The Company has absolute discretion to resolve any dispute concerning the Plan in the manner it sees fit or to adopt any administrative procedures as it deems appropriate. The Company's decision is final and binding on Participants.

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## **16. Disclaimer**

Subject to applicable laws, none of the Company, its officers, employees, representatives or agents guarantee or warrant the future performance of the Company. International investors should be aware that the acquisition of Shares under the Plan may involve currency exchange risk for them, as Shares will be acquired in and quoted on the ASX in Australian dollars.

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## **17. Governing Law**

The Plan, the Rules and the operation of the Plan are governed by the laws of New South Wales, Australia, and each Shareholder submits to the non-exclusive jurisdiction of the Courts of New South Wales and the Courts which may hear appeals from those Courts.



## Directory

### Company

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Melbourne  
Victoria 3000

E-mail: [ir@globalvaluefund.com.au](mailto:ir@globalvaluefund.com.au)  
Website: [www.globalvaluefund.com.au](http://www.globalvaluefund.com.au)

### Share Registry

Boardroom Pty Limited  
Level 12  
225 George Street  
Sydney  
NSW 2000

Telephone: 1300 737 760 (in Australia)  
+61 2 9290 9600 (international)  
E-mail: [enquiries@boardroomlimited.com.au](mailto:enquiries@boardroomlimited.com.au)

You can update your DRP preferences online at <https://www.investorserve.com.au>, by logging in with your registered username and password and selecting "My Details" and then "DRP".

For enquiries regarding the Plan, shareholders, change of address etc, please contact the Share Registry at the address or contact details listed above.