



ARB CORPORATION LTD

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ASX ANNOUNCEMENT

6 October 2021

AMENDED RULES: DIVIDEND REINVESTMENT PLAN AND BONUS SHARE PLAN

ARB Corporation Limited (“**ARB**” or the “**Company**”) advises that it has amended the rules of its Dividend Reinvestment Plan and Bonus Share Plan (the “**Plans**”).

The amended rules require that the number of shares to be issued under the Plans be rounded down to the nearest whole number with the dollar amount of any residual fractional balance carried forward to the next dividend, instead of rounding the number of shares to be issued to the nearest whole number.

In accordance with ASX Listing Rule 3.10.8, a copy of the amended Information Booklet for Shareholders with the rules of the Plans is attached to this release.

These amended documents may also be found on the Company’s website at:
<https://www.arb.com.au/about/investor-relations/>

This announcement was approved for release by the Board.



4X4 ACCESSORIES

ARB CORPORATION LIMITED

ACN 006 708 756

DIVIDEND REINVESTMENT PLAN

AND

BONUS SHARE PLAN

INFORMATION BOOKLET FOR SHAREHOLDERS

AND

PLAN RULES

Updated October 2021

IMPORTANT NOTE TO SHAREHOLDERS

Under the *Corporations Act 2001 (Cth)* a prospectus is not required to be lodged or registered in relation to shares to be issued under the DRP or BSP described in this Information Booklet. Consequently, this Information Booklet does not contain the information which would be contained in such a prospectus, for example, in relation to ARB Corporation Limited, its assets and liabilities, financial position, profits and losses and prospects. If you are in any doubt as to whether to participate in the DRP and/or BSP and in particular if you are unclear about the taxation implications of participating in the Plans, you should consult your own financial adviser without delay.

ENQUIRIES

If you require further information concerning the Plans please contact or write to either of the following addresses:

Computershare Investor Services Pty Limited
GPO Box 2975
MELBOURNE VIC 3001

Phone (Australia): 1300 850 505
Phone (International): +61 (3) 9415 4000
Web: <https://www.computershare.com/au>

The Company Secretary
ARB Corporation Limited
42-44 Garden Street
KILSYTH VIC 3137

Phone: +61 (3) 9761 6622
Web: <https://www.arb.com.au/about/investor-relations/>
Email: companysecretary@arb.com.au

EXPLANATORY OUTLINE

of the

ARB CORPORATION LIMITED (“ARB”)

DIVIDEND REINVESTMENT PLAN (“DRP”) and BONUS SHARE PLAN (“BSP”)

(TOGETHER THE “PLANS”)

**DECISION REQUIRED BY
SHAREHOLDERS**

Shareholders should decide which of the following alternatives suits their particular circumstances with respect to Dividends to which the Plans may apply:

ALTERNATIVE 1: RECEIVE CASH

Shareholders may receive cash for all of their Dividends.

ALTERNATIVE 2: PARTICIPATE IN THE DRP

Shareholders may elect to participate in the DRP and reinvest part or all of their Dividends in additional fully paid ordinary shares in ARB. The Dividend on the balance of your shareholding (if any) will be paid in cash. The number of shares issued pursuant to the DRP and the issue price will be in accordance with the Rules of the DRP (see the Features of the Plans section for summary details) free of any brokerage, commission, stamp duty and other transaction costs.

ALTERNATIVE 3: PARTICIPATE IN THE BSP

Shareholders may elect to participate in the BSP and receive fully paid ordinary bonus shares in ARB in lieu of part or all of their Dividends that, but for the election to participate in the BSP, would have been payable to them. The Dividend on the balance of your shareholding (if any) will be paid in cash. The number of shares issued pursuant to the BSP will be in accordance with the Rules of the BSP (see the Features of the Plans section for summary details) free of any brokerage, commission, stamp duty and other transaction costs.

ALTERNATIVE 4: ANY COMBINATION OF CASH/DRP/BSP

Shareholders may receive cash and/or elect to participate in the DRP and/or BSP in any combination.

ACTION REQUIRED BY SHAREHOLDERS

The following action is required by shareholders with respect to each of the above alternatives:

ALTERNATIVE 1: RECEIVE CASH

If you wish to receive all of your Dividends in cash, no action is required.

ALTERNATIVE 2: PARTICIPATE IN THE DRP

ALTERNATIVE 3: PARTICIPATE IN THE BSP

ALTERNATIVE 4: ANY COMINATION OF CASH/DRP/BSP

If you wish to participate in the DRP and/or BSP with respect to your Dividends for part or all of your shareholding (i.e. if you decide either Alternative 2, 3 or 4 suits your particular circumstances), you must complete the Election Form either online via the Computershare Investor Centre website at www.computershare.com.au/easyupdate/arb or by phoning Computershare on 1300 850 505 by 5pm on the DRP Election Date and/or BSP Election Date.

Please note that if your shares are held under different shareholder reference numbers (“**SRN**”) or holder identification numbers (“**HIN**”) on the Register you will need to complete an Election Form in respect of *each* separate SRN and HIN.

FEATURES OF THE PLANS

Number of Shares Issued and Issue Price of Shares:

Under the DRP, Dividends payable in cash on shares participating in the DRP will be applied by the Company on your behalf in subscribing for fully paid ordinary shares in ARB. Such shares will be issued at the lower of:

- (i) the price determined by the Board in its absolute discretion and announced to ASX as the maximum price per share (if any) at which shares will be issued pursuant to the DRP for a particular Dividend; and
- (ii) the price derived by applying a discount (presently 2%) to the volume weighted average market price (on an ex-dividend basis) of ARB shares during the five trading days subsequent to and inclusive of the Ex-dividend Date for the particular Dividend provided however that where no sales are recorded over the aforementioned period or if, in the opinion of the Board, in its absolute discretion, the market for shares in the Company is affected by any unusual or extraordinary circumstances, the “market price” of ARB shares means the fair ex-dividend market value of ARB shares given the relevant circumstances as determined by Board in its absolute discretion.

Under the BSP, shareholders elect to receive fully paid ordinary bonus shares in ARB in lieu of the Dividends that, but for the election to participate in the BSP, would have been payable to them. The number of bonus shares allotted will be calculated by dividing a sum based on the relevant Dividend which would have

been declared on the shares participating in the BSP, as if they had not been participating in the BSP, by the lower of:

- (i) the amount determined by the Board in its absolute discretion and announced to ASX as the maximum price per share (if any) in relation to the relevant Dividend; and
- (ii) the amount derived by applying a discount (presently 2%) to the volume weighted average market price (on an ex-dividend basis) of ARB shares during the five trading days subsequent to and inclusive of the Ex-dividend Date for the particular Dividend provided however that where no sales are recorded over the aforementioned period or if, in the opinion of the Board, in its absolute discretion, the market for shares in the Company is affected by any unusual or extraordinary circumstances, the “market price” of ARB shares means the fair ex-dividend market value of ARB shares given the relevant circumstances as determined by Board in its absolute discretion.

Ranking of Shares: Shares issued pursuant to the Plans will rank equally in all respects with all other fully paid ordinary shares on issue.

No Costs: Shares issued pursuant to the Plans will be allotted free of any brokerage, commission, stamp duty and other transaction costs.

Share Statements: Statements will be issued as soon as practicable after the shares are issued pursuant to the Plans.

Modification of Rules: The Board may modify the Rules of the Plans from time to time and at any time as it considers appropriate.

Suspension, Recommencement or Termination: The Board may suspend, recommence or terminate the operation of the Plans from time to time and at any time it considers appropriate in relation to Dividends in the future.

TIME PERIODS FOR ELECTION

Your Election Form must have been received by the DRP Election Date and/or the BSP Election Date (as the case may be) for the particular Dividend.

If you have elected to participate in the Plans, you cannot vary that election other than by submitting a Variation Notice prior to the DRP Election Date and/or the BSP Election Date (as the case may be) for the particular dividend.

VARIATION OF ELECTION

Subject to the Rules of the Plans, if you wish to vary your previous election you may do so by changing your election online via the Computershare Investor Centre website at www.computershare.com.au/easyupdate/arb or by phoning Computershare on 1300 850 505, by 5pm on the DRP Election Date and/or the BSP Election Date.

ELIGIBILITY TO PARTICIPATE

Subject to any applicable law, all shareholders are eligible to participate in the Plans.

The Board may determine that shareholders are not eligible to participate in the Plans if they have registered addresses in a country or place where the offer of a right to participate would or might be unlawful, impossible or impracticable.

Without limitation to its discretion, the Board has determined that it is currently impracticable for participation in the Plans to be offered to shareholders whose addresses are other than Australia or New Zealand.

TAXATION POSITION

The precise taxation position of shareholders under the Plans will depend upon their particular circumstances. Shareholders should seek and rely upon their own taxation advice in relation to the Plans and neither the Company nor any of its officers or advisers nor the Share Registry accepts any liability or responsibility in respect of the taxation consequences for shareholders of participating in the Plans.

ARB CORPORATION LIMITED

ACN 006 708 756

DIVIDEND REINVESTMENT PLAN RULES

1. INTERPRETATION

1.1 Definitions

In these Rules, unless the context otherwise requires:

“**Act**” means the Corporations Act 2001 Cth of Australia;

“**ASX**” means ASX Limited ACN 008 624 691;

“**Board**” means the board of directors of the Company;

“**BSP**” means the ARB Corporation Limited Bonus Share Plan adopted by the Board (if any);

“**Business Day**” means a day upon which ASX is open for trading in securities;

“**Company**” means ARB Corporation Limited ACN 006 708 756;

“**Constitution**” means the constitution of the Company;

“**Distribution Amount**” has the meaning set out in clause 4.2;

“**Dividend**” means a dividend declared by the Board of the Company in respect of Shares;

“**DRP**” means the ARB Corporation Limited Dividend Reinvestment Plan adopted by the Board and regulated by these Rules;

“**DRP Election Date**” means the last date by which Election Forms, Variation Notices and other notices referred to in clause 9.3 must be received by the Company at the Share Registry in relation to a particular Dividend, which date shall be three Business Days after the Record Date for the relevant Dividend;

“**DRP Participating Share**” means a fully paid Share in respect of which the Shareholder is participating in the DRP;

“**Election Form**” means a form completed online at the Share Registry electing to

participate in the DRP or a written application to participate in the DRP signed by a Shareholder (or each Shareholder in the case of a joint shareholding) under clause 3.1 in the form prescribed or approved by the Board from time to time, which may (without limitation) be combined with or form part of, any other form or notice (including a Variation Notice);

“**Ex-Dividend Date**” means the date on which Shares in the Company are quoted on ASX on an ex-dividend basis with respect to a Dividend;

“**Full Participation**” has the meaning set out in clause 3.2 (a);

“**Market Price**” of a Share means the price determined by the Board to be the volume weighted average market price (on an “ex dividend” basis) of all Shares sold on ASX on the five Business Days subsequent to and inclusive of the Ex-Dividend Date **PROVIDED HOWEVER** that where no sales are recorded over the aforementioned period or if, in the opinion of the Board, in its absolute discretion, the market for shares in the Company is affected by any unusual or extraordinary circumstances, the “Market Price” of a Share means the fair ex-dividend market value of a Share given the relevant circumstances as determined by the Board in its absolute discretion;

“**Non-Participating Share**” means a fully paid Share that is not a DRP Participating Share;

“**Partial Participation**” has the meaning set out in clause 3.2 (b);

“**Participant**” means a Shareholder in respect of the Shareholder’s DRP Participating Shares;

“**Participation**” means Full Participation or Partial Participation;

“**Price Cap**” means the maximum price (if any) at which Shares will be issued pursuant to the DRP as determined by the Board, in its

absolute discretion, and announced to ASX on the day a Dividend is declared by the Board;

“**Record Date**” means the date on which entitlements to a particular Dividend are determined as notified by the Company to ASX;

“**Register**” means the Company’s share register maintained under sections 168 and 169 of the Act;

“**Rules**” means these Rules as may be amended from time to time pursuant to clause 13;

“**Share**” means a fully paid ordinary share in the capital of the Company and any other share in the Company that the Board may from time to time determine to be a “Share” for the purposes of these Rules;

“**Shareholder**” means, subject to clause 1.4, the person or entity whose name is (or in the case of a joint shareholding, all the persons or entities whose names are) entered in the Register as the holder of a Share;

“**Share Registry**” means Computershare Investor Services Pty Limited ACN 078 279 277 or such other share registry as the Company may from time to time determine by notice to Participants; and

“**Variation Notice**” means a notice completed online at the Share Registry to vary an election or a written notice signed by a Shareholder (or each Shareholder in the case of a joint shareholding) in accordance with clause 8.1 in the form prescribed or approved by the Board from time to time, which may (without limitation) be combined with, or form part of, any other form or notice including an Election Form.

1.2 General

In these Rules, unless the context otherwise requires:

- (a) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation

issued under, that legislation or legislative provision;

- (b) the singular includes the plural and vice versa;
- (c) a reference to any gender includes all genders;
- (d) a word denoting an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa;
- (e) references to clauses are to clauses of these Rules;
- (f) an expression defined in these Rules has the same meaning throughout;
- (g) a reference to any document is to that document (and, where applicable, any of its provisions) as amended, supplemented or replaced from time to time; and
- (h) a reference to “dollars” or “\$” is to Australian currency.

1.3 Headings

In these Rules, headings are for convenience of reference only and do not affect interpretation.

1.4 Separate Shareholder Reference Numbers

Where a Shareholder is, in respect of a distinct number of Shares held by that Shareholder, shown in the Register with separate shareholder reference numbers (“**SRN**”) or holder identification numbers (“**HIN**”), for the purpose of these Rules, the Shareholder is taken to be a separate and distinct Shareholder in relation to each such SRN and each such HIN and Shares that may from time to time be entered in the Register in relation to that SRN and HIN.

2. PARTICIPATION IN THE PLAN

2.1 *Optional Participation*

Participation in the DRP by a Shareholder is optional (at the choice of the Shareholder).

2.2 *Eligible Shareholders*

Except as provided in clause 2.3, each Shareholder is eligible to participate in the DRP subject to:

- (a) these Rules and the Constitution;
- (b) if the Shareholder resides, or is shown in the Register as having an address, outside Australia, any applicable law of Australia or any other country; and
- (c) any limitation on shareholding in the Company or participation in the DRP imposed by any law.

2.3 *Non-Resident Shareholders*

The Board may determine that a shareholder is not eligible to participate in the DRP if the registered address of that Shareholder is in a country or place where the offer of a right to so participate would or might be unlawful, impossible or impracticable.

3. EXTENT OF PARTICIPATION

3.1 *Election to Participate*

An election to participate in the DRP may, subject to these Rules, only be made by a Shareholder giving an Election Form to the Company at the Share Registry by 5.00pm on the DRP Election Date.

3.2 *Extent of Participation*

Subject to these Rules, a Shareholder may participate in the DRP in respect of either:

- (a) all Shares entered in the Register in the Shareholder's name ("**Full Participation**"); or
- (b) a specific number of the Shares entered in the Register in the Shareholder's name ("**Partial Participation**").

However, if the nominated number of Shares for participation in the DRP is greater than or equal to the number of Shares entered in the Register in the Shareholder's name at the Record Date, then the provisions of the DRP in respect of that Dividend payment will, subject to clauses 12 and 13, apply to all Shares held by the Shareholder.

3.3 *Election to Participate*

A Shareholder must specify in an Election Form the extent to which the Shareholder wishes to participate in the DRP by specifying either:

- (a) Full Participation; or
- (b) Partial Participation.

3.4 *Full Participation*

In the case of Full Participation, all Shares entered in the Register in the Shareholder's name at the time of commencement of Full Participation and all Shares subsequently entered in the Register in the Shareholder's name are subject to the DRP.

3.5 *Partial Participation*

In the case of Partial Participation, the only Shares entered in the Register in the Shareholder's name to which the DRP will apply, are the number of Shares specified by the Shareholder for participation in the DRP in accordance with clause 3.2(b).

3.6 *Deemed Full Participation*

An Election Form which does not specify the extent of participation in the DRP will be deemed to be for Full Participation and the Company will not be liable to a Shareholder for any loss, damage or claim in respect of that Shareholder's Participation as a result of the operation of this provision.

3.7 *Bonus Share Plan – Effect on DRP Participation*

If a BSP is also in operation, subject to the rules of the BSP:

- (a) a Shareholder may, in respect of Shares entered in the Register in the Shareholder's name, elect Partial Participation in both the DRP and the BSP but Shares participating in the BSP cannot simultaneously participate in the DRP; and
- (b) if a Shareholder elects to participate in both the DRP and BSP to such an extent that the aggregate number of Shares nominated to participate in both the DRP and BSP is greater than the number of Shares entered in the Register in the Shareholder's name at the Record Date, the Company may, without notice to the Shareholder and at the discretion of the Company, reject the Election Form or may determine the extent of participation of the Shareholder in the DRP and BSP in such way as the Company, in its discretion, deems fit. The Company shall not be liable to the Shareholder for any loss, damage or claim in respect of that Shareholder's participation in either or both of the DRP or BSP as a result of the operation of this provision.

4. OPERATION OF DRP

4.1 Application of DRP

The DRP applies to Dividends in respect of which the Board may determine in its absolute discretion the DRP is to apply.

4.2 Application of Dividend

The amount of the Dividend payable to a Participant as determined by the Board (less any deductions or withholdings required by law in which case clause 6.2 applies and subject to any liens or charges the Company has over any part of a Dividend) (the "**Distribution Amount**") must be applied by the Company on the Participant's behalf in subscribing for, and the Company must issue to the Participant, the number of Shares ("**S**") determined in accordance with the following formula:

$$S = \frac{N + R}{\text{(the lower of M and C)}}$$

which if not a whole number will be rounded down to the nearest whole number,

where:

- N is the amount in dollars of the Distribution Amount;
- R is the Participant's balance carried forward in accordance with clause 4.3;
- M is the amount in dollars per Share of the Market Price reduced by the discount (as determined by the Board from time to time in its absolute discretion and announced to ASX on the day a Dividend is declared by the Board); and
- C is the Price Cap in dollars per Share for the relevant Dividend or, if there is no Price Cap for the relevant Dividend, C is equal to M.

4.3 Balance Carried Forward

If the number of Shares determined in accordance with the formula in clause 4.2 is not a whole number, the Shares allotted to each Participant will be rounded down to the nearest whole number and the dollar amount of any residual fractional balance will be carried forward and used in the calculation in clause 4.2 for the next Dividend.

In the event the Directors suspend or terminate the DRP or the Participant ceases to participate in the DRP via a notice of variation or disposal of shares, the balance carried forward will be paid to the Participant in accordance with the Participant's payment instructions at the time of the next Dividend.

4.4 Full Payment of Dividend

Where the Dividend is dealt with by the Company in accordance with clause 4.2 and 4.3, that action constitutes full and final payment by the Company of the Dividend to the relevant shareholder.

4.5 Less than one Share

Clause 4.2 does not apply in respect of a Participant where the number determined in

accordance with the formula in clause 4.2 is less than one, in which case no Shares are to be issued under the DRP to that Participant and the Participant is to be paid the Distribution Amount in money.

5. SHARES ISSUED UNDER THE DRP

Shares issued under the DRP to a Participant:

- (a) must be issued in accordance with the Constitution;
- (b) rank equally in all respects with existing DRP Participating Shares of the same class; and
- (c) must be entered in the same part of the Register as the part in which the Participant's DRP Participating Shares are entered at the time of the issue.

6. COSTS TO PARTICIPANTS

6.1 Transaction Costs

Except to the extent required by law (in which case clause 6.2 applies), no brokerage, commission, stamp duty or other transaction costs will be payable by a Participant in respect of any issue of Shares under the DRP.

6.2 Deduction of Costs

Where any law requires on any occasion the payment of any amount in respect of an issue of Shares to a Participant under the DRP, that amount is to be deducted from the sum which would, but for the Participation of the Participant, be available for payment to the Participant and paid by the Company as required by that law.

7. STATEMENTS TO PARTICIPANTS

After each issue made under clause 4.2, the Company must forward to each Participant a statement detailing, as at the date of that issue:

- (a) the number of the Participant's DRP Participating Shares at the relevant Record Date based on elections received by the DRP Election Date;

- (b) the amount of the Distribution Amount;
- (c) the amount of any deductions made under clause 6.2 in respect of that issue;
- (d) the number of Shares issued under the DRP by that issue; and
- (e) the dollar amount of the Participant's balance carried forward.

8. VARIATION OR TERMINATION OF PARTICIPATION

8.1 Variation of Participation

Subject to clause 9, a Participant may by giving a Variation Notice to the Company prior to the DRP Election Date:

- (a) increase or decrease the number of the Participant's DRP Participating Shares; or
- (b) terminate the Participant's Participation in the DRP.

8.2 Death or Bankruptcy of Participant

If a Participant dies or becomes bankrupt, Participation by the Participant and any other Participants with whom the deceased or bankrupt was a joint Participant terminates with effect from the time the Company receives notice of the death or bankruptcy of that Participant as the case may be.

9. TRANSFER OF DRP PARTICIPATING SHARES

9.1 Transfer of all Shares

Where a Participant transfers all of the Participant's Shares, the Participant is treated as having given notice to the Company to terminate Participation in the DRP on the last date when the Company registered the relevant transfer or instrument of disposal of the Participant's Shares.

9.2 Transfer of some Shares

Where a Participant transfers some of the Participant's Shares, the Shares so transferred are taken to comprise:

- (a) first, Shares which are Non-Participating Shares of that Participant (if any) and which are not participating in the BSP;
- (b) secondly, to the extent that the number of Shares referred to in clause 9.2 (a) is insufficient to make up the full parcel of Shares transferred, DRP Participating Shares of that Participant; and
- (c) thirdly, to the extent that the number of Shares referred to in clauses 9.2(a) and (b) is insufficient to make up the full parcel of Shares transferred, Shares of that Participant participating in the BSP.

9.3 Cessation of Participation

A DRP Participating Share shall not cease to be a DRP Participating Share pursuant to a transfer unless or until the transfer has been registered in accordance with the Constitution and any other relevant legal requirements.

10. ELECTION AND NOTICES

10.1 Form

Election Forms, Variation Notices and notices referred to in clause 9.3 can be online forms managed by the Share Registry or be in writing and must be in the form prescribed or approved by the Board from time to time.

10.2 Effectiveness of Notices

Notices under these Rules (including, without limitation, Election Forms, Variation Notices and notices referred to in clause 9.3) will be effective on receipt by the Company at the Share Registry subject to:

- (a) these Rules;
- (b) in the case of Election Forms, Variation Notices or notices referred to in clause 9.3:
 - (i) approval by the Board which may be withheld in any case (in its absolute discretion);
 - (ii) the appropriate entry having been made in the Register in respect of

the DRP Participating Shares to which the Election Form, Variation Notice or notice referred to in clause 9.3 relates to record the Participation of the Participant in the DRP, or the variation of the Participation of the Participant in the DRP or the transfer (as the case requires);

- (iii) receipt by the Company by not later than 5.00pm on the DRP Election Date in respect of the Dividend; and
- (iv) any other restrictions as to the period of notice which the Board may impose from time to time.

10.3 Time takes effect

Where an Election Form, Variation Notice or notice referred to in clause 9.3 has been approved and the appropriate entry has been made in the Register, the Election Form, Variation Notice or notice referred to in clause 9.3 shall take effect as from the time at which the entry was made.

10.4 Approval

Approval of an Election Form, Variation Notice or notice referred to in clause 9.3 may be withheld in any case at the absolute discretion of the Board, including, without limitation, if the Board has determined that approval of that Election Form, Variation Notice or notice referred to in clause 9.3 would prejudice the effective operation of the DRP or otherwise be contrary to law or equity.

10.5 Notice by Transferee or Transmitttee

An Election Form, Variation Notice or notice under clause 9.3 given by a transferee or transmitttee of Shares may be treated by the Company as an effective notice for the purposes of these Rules notwithstanding that the Shares were not registered in the name of the transferee or transmitttee at the time the Election Form, Variation Notice or notice under clause 9.3 was given.

10.6 Invalid Notices

The Company is under no obligation to correct invalid Election Forms, Variation Notices or notices under clause 9.3 on behalf of Shareholders.

10.7 Notice by Company

A notice required by these Rules to be given to Shareholders may be served on Shareholders at such time as the Board thinks fit by:

- (a) despatch of the notice in writing to each Shareholder in accordance with the Constitution; or
- (b) public announcement of the notice to ASX (in which case the date on which the notice is deemed to be served on Shareholders shall be the date on which the notice is first announced to ASX); or
- (c) both the methods specified in paragraphs (a) and (b) immediately above (in which case the date on which the notice is deemed to be served on Shareholders shall be the date on which the notice is first announced to ASX).

11. STOCK EXCHANGE LISTING

While Shares in the Company are granted official quotation by ASX, the Company must apply for official quotation by ASX of Shares issued under the DRP.

12. SUSPENSION OF PLAN

12.1 Suspension

The Board in its absolute discretion may suspend the operation of the DRP including (but not limited to) when in the opinion of the Board the continued operation of the DRP is impractical or may be prejudicial to the Company or any of its Shareholders.

12.2 Period of Suspension

Suspension of the DRP shall take effect on and from the time the Board so resolves and shall continue until such time as the Board resolves either to recommence or to terminate the DRP. The date of any recommencement or termination of the DRP must be notified to Shareholders.

12.3 Effect of Suspension

As of the date of suspension and subject to clause 12.5, any Shares which may have been DRP Participating Shares immediately prior to that date shall cease to participate in the DRP and shall accordingly cease to be DRP Participating Shares, notwithstanding the entries which may appear in the Register on that date. During the period of the suspension of the DRP, no Shares in the Company shall participate in the DRP, and no Shares shall be DRP Participating Shares for the purposes of these Rules notwithstanding the entries which may appear in the Register from time to time.

12.4 Recommencement

The Board in its absolute discretion may resolve to recommence the suspended DRP at any time on such conditions as it thinks fit. The date of and any conditions relating to any recommencement of the DRP must be notified to shareholders.

12.5 Effect of Recommencement

As at the date of any recommencement of the DRP, any Shares on the Register at that date which would have been Participating Shares but for the operation of clause 12.3 shall become Participating Shares provided notice is given to Shareholders.

13. VARIATION, MODIFICATION AND TERMINATION OF THE DRP

13.1 Variation, Modification and Termination of DRP

The DRP may be varied, modified or terminated by the Board in its absolute discretion (subject to the Constitution) at any time by notice to Shareholders. The variation, modification or termination of the DRP shall take effect on and from the day the notice to vary, modify or terminate the DRP becomes effective pursuant to these Rules.

13.2 Effect of Modification

A Participant will be taken to continue to participate in the DRP as varied or modified unless the Company is notified to the contrary

by the Participant giving the Company an Election Form or Variation Notice.

14. GENERAL

14.1 Dispute Resolution

The Board may settle, in the manner it considers appropriate, any difficulties, anomalies or disputes which may arise in connection with, or by reason of the DRP (or its operation) whether generally or in relation to any Participant or any Shares and the decision of the Board is conclusive and binding on all Participants and other persons to whom the decision relates.

14.2 Entries Conclusive

Subject to clause 12, the entries which have been made in the Register in respect of a Participant at any time pursuant to these Rules shall be conclusive in determining whether or not a Share is a DRP Participating Share and whether the holder of the Share at that time has the corresponding rights which attach under these Rules to a DRP Participating Share.

14.3 Errors in Register

Neither the Company nor any of its officers, employees or advisers shall be liable in any way whatsoever to Shareholders for errors or omissions in the making of entries in the Register pursuant to these Rules or in the administration of the DRP.

14.4 Omission to give notice

The accidental omission to give notice of re-commencement, variation, modification, suspension or termination or the non-receipt of any notice by any Shareholder shall not invalidate the re-commencement, variation, modification, suspension or termination of the DRP.

14.5 Taxation

The Company takes no responsibility for the taxation liabilities or arrangements of Shareholders and Participants and as individual circumstances may vary considerably, Shareholders and Participants

should obtain their own specific taxation advice with respect to the DRP.

14.6 Waive Compliance

The Board reserves the right to waive strict compliance with any of the provisions of these Rules.

14.7 Governing Law

The DRP and its operations and the terms and conditions set out in these Rules shall be governed by the laws of Victoria.

ARB CORPORATION LIMITED

ACN 006 708 756

BONUS SHARE PLAN RULES

1. INTERPRETATION

1.1 Definitions

In these Rules, unless the context otherwise requires:

“**Act**” means the Corporations Act 2001 Cth of Australia;

“**ASX**” means ASX Limited ACN 008 624 691;

“**Board**” means the board of directors of the Company;

“**BSP**” means the ARB Corporation Limited Bonus Share Plan adopted by the Board and regulated by these Rules;

“**BSP Election Date**” means the last date by which Election Forms, Variation Notices and other notices referred to in clause 9.3 must be received by the Company at the Share Register in relation to a particular Dividend, which date shall be three Business Days after the Record Date for the relevant Dividend;

“**BSP Participating Share**” means a fully paid Share in respect of which the Shareholder is participating in the BSP;

“**Business Day**” means a day upon which ASX is open for trading in securities;

“**Company**” means ARB Corporation Limited ACN 006 708 756;

“**Constitution**” means the constitution of the Company;

“**Dividend**” means a dividend declared by the Board of the Company in respect of Shares;

“**DRP**” means the ARB Corporation Limited Dividend Reinvestment Plan adopted by the Board (if any);

“**Election Form**” means a form completed online at the Share Registry electing to participate in the BSP or a written application

to participate in the BSP signed by a Shareholder (or each Shareholder in the case of a joint shareholding) under clause 3.1 in the form prescribed or approved by the Board from time to time, which may (without limitation) be combined with or form part of, any other form or notice (including a Variation Notice);

“**Ex-Dividend Date**” means the date on which Shares in the Company are quoted on ASX on an ex-dividend basis with respect to a Dividend;

“**Full Participation**” has the meaning set out in clause 3.2 (a);

“**Market Price**” of a Share means the price determined by the Board to be the volume weighted average market price (on an “ex dividend” basis) of all Shares sold on ASX on the five Business Days immediately subsequent to and inclusive of the Ex-Dividend Date **PROVIDED HOWEVER** that where no sales are recorded over the aforementioned period or if, in the opinion of the Board, in its absolute discretion, the market for shares in the Company is affected by any unusual or extraordinary circumstances, the “Market Price” of a Share means the fair ex-dividend market value of a Share given the relevant circumstances as determined by the Board in its absolute discretion;

“**Non-Participating Share**” means a fully paid Share that is not a BSP Participating Share;

“**Partial Participation**” has the meaning set out in clause 3.2 (b);

“**Participant**” means a Shareholder in respect of the Shareholder’s BSP Participating Shares;

“**Participation**” means Full Participation or Partial Participation;

“**Price Cap**” means the maximum amount in dollars per Share (if any) as determined by the Board, in its absolute discretion, and

announced to ASX on the day a Dividend is declared by the Board, for the purposes of calculating the number of Shares to be allotted to a Participant in the BSP in accordance with clause 4.2;

“Record Date” means the date on which entitlements to a particular Dividend are determined as notified by the Company to ASX;

“Register” means the Company’s share register maintained under sections 168 and 169 of the Act;

“Rules” means these Rules as may be amended from time to time pursuant to clause 13;

“Share” means a fully paid ordinary share in the capital of the Company and any other share in the Company that the Board may from time to time determine to be a “Share” for the purposes of these Rules;

“Shareholder” means, subject to clause 1.4, the person or entity whose name is (or in the case of a joint shareholding, all the persons or entities whose names are) entered in the Register as the holder of a Share;

“Share Registry” means Computershare Investor Services Pty Limited ACN 078 279 277 or such other share registry as the Company may from time to time determine by notice to Participants; and

“Variation Notice” means a notice completed online at the Share Registry to vary an election or a written notice signed by a Shareholder (or each Shareholder in the case of a joint shareholding) in accordance with clause 8.1 in the form prescribed or approved by the Board from time to time, which may (without limitation) be combined with, or form part of, any other form or notice including an Election Form.

1.2 General

In these Rules, unless the context otherwise requires:

(a) a reference to any legislation or legislative provision includes any

statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision;

(b) the singular includes the plural and vice versa;

(c) a reference to any gender includes all genders;

(d) a word denoting an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa;

(e) references to clauses are to clauses of these Rules;

(f) an expression defined in these Rules has the same meaning throughout;

(g) a reference to any document is to that document (and, where applicable, any of its provisions) as amended, supplemented or replaced from time to time; and

(h) a reference to “dollars” or “\$” is to Australian currency.

1.3 Headings

In these Rules, headings are for convenience of reference only and do not affect interpretation.

1.4 Separate SRNs or HINs

Where a Shareholder is, in respect of a distinct number of Shares held by that Shareholder, shown in the Register with separate shareholder reference numbers (“**SRN**”) or holder identification numbers (“**HIN**”), for the purpose of these Rules, the Shareholder is taken to be a separate and distinct Shareholder in relation to each such SRN and each such HIN and Shares that may from time to time be entered in the Register in relation to that SRN and HIN.

2. PARTICIPATION IN THE PLAN

2.1 Optional Participation

Participation in the BSP by a Shareholder is optional (at the choice of the Shareholder).

2.2 Eligible Shareholders

Except as provided in clause 2.3, each Shareholder is eligible to participate in the BSP subject to:

- (a) these Rules and the Constitution;
- (b) if the Shareholder resides, or is shown in the Register as having an address, outside Australia, any applicable law of Australia or any other country; and
- (c) any limitation on shareholding in the Company or participation in the BSP imposed by any law.

2.3 Non- Resident Shareholders

The Board may determine that a shareholder is not eligible to participate in the BSP if the registered address of that Shareholder is in a country or place where the offer of a right to so participate would or might be unlawful, impossible or impracticable.

3. EXTENT OF PARTICIPATION

3.1 Election to Participate

An election to participate in the BSP may, subject to these Rules, only be made by a Shareholder giving an Election Form to the Company at the Share Registry by 5.00pm on the BSP Election Date.

3.2 Extent of Participation

Subject to these Rules, a Shareholder may participate in the BSP in respect of either:

- (a) all Shares entered in the Register in the Shareholder's name ("**Full Participation**"); or
- (b) a specific number of the Shares entered in the Register in the Shareholder's name ("**Partial Participation**").

However, if the nominated number of shares for participation in the BSP is greater than or equal to the number of Shares entered in the Register in the Shareholder's name at the Record Date, then the provisions of the BSP in respect of that Dividend payment will, subject to clauses 12 and 13, apply to all Shares held by the Shareholder.

3.3 Election to Participate

A Shareholder must specify in an Election Form the extent to which the Shareholder wishes to participate in the BSP by specifying either:

- (a) Full Participation; or
- (b) Partial Participation.

3.4 Full Participation

In the case of Full Participation, all Shares entered in the Register in the Shareholder's name at the time of commencement of Full Participation and all Shares subsequently entered in the Register in the Shareholder's name are subject to the BSP.

3.5 Partial Participation

In the case of Partial Participation, the only Shares entered in the Register in the Shareholder's name to which the BSP will apply, are the number of Shares specified by the Shareholder for participation in the BSP in accordance with clause 3.2(b).

3.6 Deemed Full Participation

An Election Form which does not specify the extent of participation in the BSP will be deemed to be for Full Participation and the Company will not be liable to a Shareholder for any loss, damage or claim in respect of that Shareholder's Participation as a result of the operation of this provision.

3.7 Dividend Reinvestment Plan – Effect on BSP Participation

If a DRP is also in operation, subject to the rules of the DRP:

- (a) a Shareholder may, in respect of Shares entered in the Register in the Shareholder's name, elect Partial Participation in both the BSP and the DRP but Shares participating in the DRP cannot simultaneously participate in the BSP; and
- (b) if a Shareholder elects to participate in both the BSP and DRP to such an extent that the aggregate number of Shares nominated to participate in both the BSP and DRP is greater than the number of Shares entered in the Register in the Shareholder's name at the Record Date, the Company may, without notice to the Shareholder and at the discretion of the Company, reject the Election Form or may determine the extent of participation of the Shareholder in the BSP and DRP in such way as the Company, in its discretion, deems fit. The Company shall not be liable to the Shareholder for any loss, damage or claim in respect of that Shareholder's participation in either or both of the BSP or DRP as a result of the operation of this provision.

4. OPERATION OF BSP

4.1 Application of BSP

- (a) The BSP applies to Dividends in respect of which the Board may determine in its absolute discretion the BSP is to apply.
- (b) A Shareholder who applies to participate in the BSP shall by making such application be deemed to have elected pursuant to Article 95 of the Company's Constitution that the relevant Dividend to which the BSP may apply, shall not be declared or paid in respect of that Shareholder's BSP Participating Shares and that in lieu of the relevant Dividend, Participants who hold BSP Participating Shares on the Record Date will be issued fully paid bonus Shares.
- (c) The relevant Dividend shall not be declared or paid in respect of a

Shareholder's BSP Participating Shares but:

- (i) the Shareholder shall be deemed for all other purposes of the Company's Constitution to have those entitlements in relation to the profits of the Company which the Shareholder would have had if those Shares were not BSP Participating Shares; and
- (ii) the Shareholder shall in respect of those BSP Participating Shares be entitled to the benefits provided in these Rules.

4.2 Number of Shares

Subject to the discretion of the Board, the number of Shares ("S") to be allotted to a Participant in accordance with clause 4.1(b) is to be determined in accordance with the following formula:

$$S = \frac{(N \times D) + R}{(\text{Lower of M and C})}$$

which if not a whole number will be rounded down to the nearest whole number,

where:

- N is the number of BSP Participating Shares held by the Participant on the Record Date;
- D is the amount in dollars per Share of the Dividend which would have been payable on a BSP Participating Share if such Share had not been a BSP Participating Share;
- R is the Participant's balance carried forward in accordance with clause 4.3;
- M is the amount in dollars per Share of the Market Price reduced by the discount (as determined by the Board from time to time in its absolute discretion and announced to ASX on the day a Dividend is declared by the Board); and

C is the Price Cap in dollars per Share for the relevant Dividend or, if there is no Price Cap for the relevant Dividend, C is equal to M.

4.3 Balance Carried Forward

If the number of Shares determined in accordance with the formula in clause 4.2 is not a whole number, the Shares allotted to each Participant will be rounded down to the nearest whole number and the dollar amount of any residual fractional balance will be carried forward and used in the calculation in clause 4.2 for the next dividend.

In the event the Directors suspend or terminate the BSP or the Participant ceases to participate in the BSP via a notice of variation or disposal of shares, the balance carried forward will be forfeited. The balance carried forward cannot be transferred for use in connection with participation in the DRP.

4.4 Less than one Share

Clause 4.2 does not apply in respect of a Participant where the number determined in accordance with the formula in clause 4.2 is less than one, in which case no Shares are to be issued under the BSP to that Participant and the Participant is to be paid the Distribution Amount in money.

5. SHARES ISSUED UNDER THE BSP

Shares issued under the BSP to a Participant:

- (a) must be issued in accordance with the Constitution;
- (b) rank equally in all respects with existing BSP Participating Shares of the same class; and
- (c) must be entered in the same part of the Register as the part in which the Participant's BSP Participating Shares are entered at the time of the issue.

6. COSTS TO PARTICIPANTS

No brokerage, commission, stamp duty or other transaction costs will be payable by a

Participant in respect of any issue of Shares under the BSP.

7. STATEMENTS TO PARTICIPANTS

After each issue made under clause 4.2, the Company must forward to each Participant a statement detailing, as at the date of that issue:

- (a) the number of the Participant's BSP Participating Shares at the relevant Record Date based on elections received by the BSP Election Date;
- (b) the number of Shares issued to the Participant under the BSP by that issue; and
- (c) the dollar amount of the Participant's balance carried forward.

8. VARIATION OR TERMINATION OF PARTICIPATION

8.1 Variation of Participation

Subject to clause 9, a Participant may by giving a Variation Notice to the Company prior to the BSP Election Date:

- (a) increase or decrease the number of the Participant's BSP Participating Shares; or
- (b) terminate the Participant's Participation in the BSP.

8.2 Death or Bankruptcy of Participant

If a Participant dies or becomes bankrupt, Participation by the Participant and any other Participants with whom the deceased or bankrupt was a joint Participant terminates with effect from the time the Company receives notice of the death or bankruptcy of that Participant as the case may be.

9. TRANSFER OF BSP PARTICIPATING SHARES

9.1 Transfer of all Shares

Where a Participant transfers all of the Participant's Shares, the Participant is treated

as having given notice to the Company to terminate Participation in the BSP on the last date when the Company registered the relevant transfer or instrument of disposal of the Participant's Shares.

9.2 Transfer of some Shares

Where a Participant transfers some of the Participant's Shares, the Shares so transferred are taken to comprise:

- (a) first, Shares which are Non-Participating Shares of that Participant (if any) and which are not participating in the DRP;
- (b) secondly, to the extent that the number of Shares referred to in clause 9.2 (a) is insufficient to make up the full parcel of Shares transferred, Shares of that Participant participating in the DRP; and
- (c) thirdly, to the extent that the number of Shares referred to in clauses 9.2(a) and (b) is insufficient to make up the full parcel of Shares transferred, BSP Participating Shares of that Participant.

9.3 Cessation of Participation

A BSP Participating Share shall not cease to be a BSP Participating Share pursuant to a transfer unless or until the transfer has been registered in accordance with the Constitution and any other relevant legal requirements.

10. ELECTION AND NOTICES

10.1 Form

Election Forms, Variation Notices and notices referred to in clause 9.3 can be online forms managed by the Share Registry or be in writing and must be in the form prescribed or approved by the Board from time to time.

10.2 Effectiveness of Notices

Notices under these Rules (including, without limitation, Election Forms, Variation Notices and notices referred to in clause 9.3) will be effective on receipt by the Company at the Share Registry subject to:

- (a) these Rules;
- (b) in the case of Election Forms, Variation Notices or notices referred to in clause 9.3:
 - (i) approval by the Board which may be withheld in any case (in its absolute discretion);
 - (ii) the appropriate entry having been made in the Register in respect of the BSP Participating Shares to which the Election Form, Variation Notice or notice referred to in clause 9.3 relates to record the Participation of the Participant in the BSP, or the variation of the Participation of the Participant in the BSP or the transfer (as the case requires);
 - (iii) receipt by the Company by not later than 5.00pm on the relevant BSP Election Date in respect of the Dividend; and
 - (iv) any other restrictions as to the period of notice which the Board may impose from time to time.

10.3 Time takes effect

Where an Election Form, Variation Notice or notice referred to in clause 9.3 has been approved and the appropriate entry has been made in the Register, the Election Form, Variation Notice or notice referred to in clause 9.3 shall take effect as from the time at which the entry was made.

10.4 Approval

Approval of an Election Form, Variation Notice or notice referred to in clause 9.3 may be withheld in any case at the absolute discretion of the Board, including, without limitation, if the Board has determined that approval of that Election Form, Variation Notice or notice referred to in clause 9.3 would prejudice the effective operation of the BSP or otherwise be contrary to law or equity.

10.5 Notice by Transferee or Transmitttee

An Election Form, Variation Notice or notice under clause 9.3 given by a transferee or transmittee of Shares may be treated by the Company as an effective notice for the purposes of these Rules notwithstanding that the Shares were not registered in the name of the transferee or transmittee at the time the Election Form, Variation Notice or notice under clause 9.3 was given.

10.6 Invalid Notices

The Company is under no obligation to correct invalid Election Forms, Variation Notices or notices under clause 9.3 on behalf of Shareholders.

10.7 Notice by Company

A notice required by these Rules to be given to Shareholders may be served on Shareholders at such time as the Board thinks fit by:

- (a) despatch of the notice in writing to each Shareholder in accordance with the Constitution; or
- (b) public announcement of the notice to ASX (in which case the date on which the notice is deemed to be served on Shareholders shall be the date on which the notice is first announced to ASX); or
- (c) both the methods specified in paragraphs (a) and (b) immediately above (in which case the date on which the notice is deemed to be served on Shareholders shall be the date on which the notice is first announced to ASX).

11. STOCK EXCHANGE LISTING

While Shares in the Company are granted official quotation by ASX, the Company must apply for official quotation by ASX of Shares issued under the BSP.

12. SUSPENSION OF PLAN

12.1 Suspension

The Board in its absolute discretion may suspend the operation of the BSP including (but not limited to) when in the opinion of the

Board the continued operation of the BSP is impractical or may be prejudicial to the Company or any of its Shareholders.

12.2 Period of Suspension

Suspension of the BSP shall take effect on and from the time the Board so resolves and shall continue until such time as the Board resolves either to recommence or to terminate the BSP. The date of any recommencement or termination of the BSP must be notified to Shareholders.

12.3 Effect of Suspension

As of the date of suspension and subject to clause 12.5, any Shares which may have been BSP Participating Shares immediately prior to that date shall cease to participate in the BSP and shall accordingly cease to be BSP Participating Shares, notwithstanding the entries which may appear in the Register on that date. During the period of the suspension of the BSP, no Shares in the Company shall participate in the BSP, and no Shares shall be BSP Participating Shares for the purposes of these Rules notwithstanding the entries which may appear in the Register from time to time.

12.4 Recommencement

The Board in its absolute discretion may resolve to recommence the suspended BSP at any time on such conditions as it thinks fit. The date of any any conditions relating to any recommencement of the BSP must be notified to shareholders.

12.5 Effect of Recommencement

As at the date of any recommencement of the BSP, any Shares on the Register at that date which would have been Participating Shares but for the operation of clause 12.3 shall become Participating Shares provided notice is given to Shareholders.

13. VARIATION, MODIFICATION AND TERMINATION OF THE BSP

13.1 Variation Modification and Termination of BSP

The BSP may be varied, modified or terminated by the Board in its absolute discretion (subject to the Constitution) at any time by notice to Shareholders. The variation, modification or termination of the BSP shall take effect on and from the day the notice to vary, modify or terminate the BSP becomes effective pursuant to these Rules.

13.2 *Effect of Modification*

A Participant will be taken to continue to participate in the BSP as varied or modified unless the Company is notified to the contrary by the Participant giving the Company an Election Form or Variation Notice.

14. GENERAL

14.1 *Dispute Resolution*

The Board may settle, in the manner it considers appropriate, any difficulties, anomalies or disputes which may arise in connection with, or by reason of the BSP (or its operation) whether generally or in relation to any Participant or any Shares and the decision of the Board is conclusive and binding on all Participants and other persons to whom the decision relates.

14.2 *Entries Conclusive*

Subject to clause 12, the entries which have been made in the Register in respect of a Participant at any time pursuant to these Rules shall be conclusive in determining whether or not a Share is a BSP Participating Share and whether the holder of the Share at that time has the corresponding rights which attach under these Rules to a BSP Participating Share.

14.3 *Errors in Register*

Neither the Company nor any of its officers, employees or advisers shall be liable in any way whatsoever to Shareholders for errors or omissions in the making of entries in the Register pursuant to these Rules or in the administration of the BSP.

14.4 *Omission to give notice*

The accidental omission to give notice of re-commencement, variation, modification, suspension or termination or the non-receipt of any notice by any Shareholder shall not invalidate the re-commencement, variation, modification, suspension or termination of the BSP.

14.5 *Taxation*

The Company takes no responsibility for the taxation liabilities or arrangements of Shareholders and Participants and as individual circumstances may vary considerably, Shareholders and Participants should obtain their own specific taxation advice with respect to the BSP.

14.6 *Waive Compliance*

The Board reserves the right to waive strict compliance with any of the provisions of these Rules.

14.7 *Governing Law*

The BSP and its operations and the terms and conditions set out in these Rules shall be governed by the laws of Victoria.