

21 August 2014

## ASX Announcement

### Amendment to Dividend Reinvestment Plan Rules

Colorpak advises that the Colopak Board has amended the rules of the Colopak Limited Dividend Reinvestment Plan (DRP), effective from today.

The amendments will align Colorpak's DRP rules with the dividend timetable contained in Appendix 6A of the ASX Listing Rules, which came into effect on 14 April 2014. Under the revised Appendix 6A timetable, the last election date for a shareholder to participate in a DRP must be no earlier than the business day following the record date for the relevant dividend. Other minor amendments have also been made to clarify certain aspects of the operation of the DRP.

In accordance with Listing Rule 3.10.8, a copy of Colorpak's amended DRP rules is attached to this announcement.

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## Dividend Reinvestment Plan Rules

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# Contents

## Table of contents

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|           |   |           |
|-----------|---|-----------|
| <b>1</b>  | <b>Definitions and interpretation</b>                                     | <b>2</b>  |
| <b>2</b>  | <b>Eligibility to participate</b>   | <b>4</b>  |
| <b>3</b>  | <b>Application to participate and extent of participation</b>             | <b>6</b>  |
| <b>4</b>  | <b>Minimum Participating Holding and Maximum Participating Holding</b>    | <b>6</b>  |
| <b>5</b>  | <b>The effect of applying for participation</b>                           | <b>7</b>  |
| <b>6</b>  | <b>Reinvestment of Dividends and residual balances</b>                    | <b>8</b>  |
| <b>7</b>  | <b>Allocation of Shares</b>   | <b>8</b>  |
| <b>8</b>  | <b>DRP statements</b>   | <b>9</b>  |
| <b>9</b>  | <b>Variation or termination of participation</b>                          | <b>9</b>  |
| <b>10</b> | <b>Reduction or termination of participation where no notice is given</b> | <b>10</b> |
| <b>11</b> | <b>Variation, suspension and termination of the DRP or these Rules</b>    | <b>10</b> |
| <b>12</b> | <b>Costs to Participants</b>  | <b>11</b> |
| <b>13</b> | <b>Applications and other notices</b>                                     | <b>11</b> |
| <b>14</b> | <b>General</b>  | <b>11</b> |

# 1 Definitions and interpretation

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## 1.1 Definitions

The meanings of the terms used in this agreement are set out below.

| Term                        | Meaning  |
|-----------------------------|--|
| <b>Allocation</b>           | (a) the issue of new Shares to; or<br>(b) the acquisition of Shares on ASX for, a Participant under the DRP, as the case may be.   |
| <b>Allocation Price</b>     | in respect of an Allocation, the price at which those Shares are Allocated, calculated in accordance with rule 6(d).   |
| <b>ASX</b>                  | ASX Limited (ACN 008 624 691) or the stock market operated by ASX Limited (as the case may be).  |
| <b>Average Market Price</b> | the arithmetic average of the daily volume weighted average price for Shares traded on ASX 'On-market' (as that term is defined in the ASX Market Rules) during the relevant period, excluding:<br>(a) special crossings, overseas trades, trades pursuant to the exercise of options, overnight trades and any other trades that are identified in section 6.3 of ASX's 'Market Information Signal E Manual' as being excluded from an ASX volume weighted average price calculation; and<br>(b) any trades that the Company determines to exclude on the basis that the trades are not fairly reflective of natural supply and demand. |
| <b>Board</b>                | the board of directors of the Company.   |
| <b>Business Day</b>         | a day which is a business day within the meaning of the Listing Rules.   |
| <b>Company</b>              | Colorpak Limited (ACN 107 485 898).  |
| <b>Discount</b>             | the percentage discount (if any) determined by the Company from time to time to be applied in calculating the Allocation Price per Share under rule 6(d).  |
| <b>Dividend</b>             | any dividend per Share announced and payable by the Company.   |
| <b>Dividend Payment</b>     | for a Shareholder, the relevant Dividend multiplied by the number of Shares held by that Shareholder as at the relevant Dividend Record Date, subject to rule 14(c) and less any resident and/or non resident withholding tax or any other   |

| <b>Term</b>                          | <b>Meaning</b>   |
|--------------------------------------|--|
|                                      | amounts the Company is entitled or required to deduct from the payment.  |
| <b>Dividend Payment Date</b>         | the date on which the Dividend is payable, as announced by the Company.  |
| <b>Dividend Record Date</b>          | the date and time, as determined by the Company, at which a person holds or is taken to hold Shares for the purpose of determining the entitlement of Shareholders to Dividends.                             |
| <b>DRP</b>                           | the Company's dividend reinvestment plan to which these Rules apply, as varied from time to time.  |
| <b>Eligible Shareholder</b>          | has the meaning given in rule 2.   |
| <b>Full Participation</b>            | has the meaning given in rule 3(d).  |
| <b>Listing Rules</b>                 | the listing rules of ASX and any other rules of ASX which are applicable while the Company is admitted to the official list of ASX, except to the extent of any waiver by ASX.                               |
| <b>Maximum Participating Holding</b> | the number of Shares (if any) determined by the Company from time to time under rule 4(b).   |
| <b>Minimum Participating Holding</b> | the number of Shares (if any) determined by the Company from time to time under rule 4(a).   |
| <b>Partial Participation</b>         | has the meaning given in rule 3(e).  |
| <b>Participating Shares</b>          | Shares which a Participant has validly elected for participation in the DRP or which are otherwise taken under these Rules to participate in the DRP.  |
| <b>Participant</b>                   | a Shareholder some or all of whose Shares are Participating Shares.  |
| <b>Participation Notice</b>          | a form, whether written or electronic, used to apply for, vary or terminate participation in the DRP, as approved by the Company from time to time.  |
| <b>Pricing Period</b>                | in respect of a Dividend, the period determined by the Company, being a period of not less than 5 Trading Days (commencing before or after the relevant Dividend Record Date, as determined by the Company). |
| <b>Requirements</b>                  | the Corporations Act 2001 (Cth), the ASX Listing Rules and the operating rules of ASX, including the ASX Operating Rules, the ASX Clear Operating Rules and the ASTC Settlement Operating Rules.             |

| <b>Term</b>           | <b>Meaning</b>   |
|-----------------------|--|
| <b>Rules</b>          | these rules of the DRP as varied from time to time.  |
| <b>Share</b>          | a fully paid ordinary share in the capital of the Company.   |
| <b>Shareholder</b>    | a registered holder of Shares at a relevant Dividend Record Date.  |
| <b>Share Registry</b> | the share registry which maintains the Company's share register.   |
| <b>Trading Day</b>    | a full day on which Shares are quoted, and not suspended from quotation or made subject to a trading halt on ASX, provided that a day on which ASX is closed or on which trading on ASX is suspended generally is not a Trading Day. |

## 1.2 Interpretation

In these Rules headings are for convenience only and do not affect interpretation and unless the context requires otherwise:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include any gender;
- (c) other parts of speech and grammatical forms of a word or phrase defined have a corresponding meaning; and
- (d) any reference in these Rules to any enactment, part of an enactment or the Listing Rules includes a reference to that enactment, part or those Listing Rules as from time to time amended, consolidated, re-enacted or replaced and, in the case of an enactment, all regulations and statutory instruments issued under it;
- (e) a reference to a body, whether statutory or not:
  - (1) which ceases to exist; or
  - (2) whose powers or functions are transferred to another body,
 is a reference to the body which replaces it or which substantially succeeds to its powers or functions;
- (f) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;
- (g) a reference to dollars or \$ is to Australian currency;
- (h) unless otherwise determined by the Company or specified below, a reference to a price is to the relevant dollar amount rounded to 4 decimal places; and
- (i) all references to time are to Melbourne time.

## 2 Eligibility to participate

- (a) Participation in the DRP is subject to these Rules.
- (b) Participation in the DRP by Eligible Shareholders:

- (1) is optional and voluntary;
  - (2) is not transferable; and
  - (3) may be varied or terminated at any time in accordance with rule 9.
- (c) Subject to rules 2(d) and 2(e), an Eligible Shareholder is, in respect of a particular Dividend Record Date, a person who, at that Dividend Record Date, was recorded in the Company's share register as a registered holder of at least the Minimum Participating Holding (if any) and whose address in the Company's share register:
  - (1) is in Australia; or
  - (2) is in a jurisdiction in which the Company is satisfied that the offer and issue or transfer of Shares under the DRP is lawful and practicable,

provided that the Board may determine that a Shareholder, or a class of Shareholders, are not Eligible Shareholders if they are, or hold Shares on behalf of other persons who are, resident outside the jurisdictions mentioned in paragraphs (a) and (b) above.
- (d) The Company has the discretion to refuse to accept any person's Shares for participation in the DRP and to suspend or withdraw any person's Shares from participation (including declining to issue or transfer or reducing the issue or transfer of Shares under the DRP to a Participant) if the Company considers that the participation of those Shares might:
  - (1) lead to foreign persons or associates of foreign persons acquiring a substantial interest or an aggregate substantial interest in the Company for the purposes of the Foreign Acquisitions and Takeovers Act 1975 (Cth);
  - (2) otherwise breach any law of Australia, the Listing Rules or the constitution of the Company; or
  - (3) otherwise prejudice the effective operation of the DRP.
- (e) The Board is entitled to make a final determination as to whether any particular Shareholder is an Eligible Shareholder for the purposes of these Rules or not, and to change any such determination, as and when it sees fit. In making this determination, the Board may consider, among other things, whether such participation would or may be impracticable, impossible or illegal and any actual or anticipated inconvenience or expense in allowing, or investigating the possibility of allowing, such participation.
- (f) Where an Eligible Shareholder has more than one holding of Shares:
  - (1) each holding will be treated as separate for the purposes of the DRP, such that a separate Participation Notice must be lodged with respect to each separate holding that is to participate; and
  - (2) these Rules will apply as if each such holding were held by a separate Participant, unless the Board determines otherwise.
- (g) If Shares are jointly held by two or more Eligible Shareholders, all joint holders of such Shares must sign a single Participation Notice for it to be valid. If one or more of the joint holders of the Shares is not an Eligible Shareholder, none of the joint holders can apply to participate in the DRP with respect to the Shares jointly held.
- (h) If a shareholding account appearing in the Company's share register relates to a broker's clearing account, or a trustee or nominee, and the broker, trustee or nominee notifies the Company that the relevant Shares are held for a number of different persons and specifies the number of Shares held for each of such persons as at a particular Dividend Record Date (although the names of such persons need not be specified), then each such holding shall, as at that Dividend Record Date, be taken to represent a separate Shareholder for the purpose of the Minimum Participating Holding (if any) and the Maximum Participating Holding (if any), and these Rules will be read and interpreted accordingly.

### 3 Application to participate and extent of participation

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- (a) Subject to the discretion of the Company, an application to participate in the DRP must be made on a Participation Notice submitted to the Company via the Share Registry in accordance with rule 13. An Eligible Shareholder's participation in the DRP will take effect in accordance with rule 13(c).
- (b) A Participation Notice validly submitted or otherwise accepted by the Company remains in effect until:
  - (1) the Participant varies or terminates participation in the DRP under these Rules;
  - (2) the Company terminates the DRP under rule 11; or
  - (3) the Participant ceases to be an Eligible Shareholder under rule 2, in which case the Participation Notice will become effective again if and at such time as the Shareholder recommences to be an Eligible Shareholder.
- (c) Participation may be either full or partial. A Participation Notice must specify whether the Shareholder has elected Full Participation or Partial Participation, and if Partial Participation is elected, the Participation Notice must clearly specify the proportion of Shares that are to be Participating Shares.
- (d) Full Participation means that all Shares registered in the Participant's name from time to time (subject to the Maximum Participating Holding (if any)) are Participating Shares. Where a Shareholder has elected Full Participation, all Shares subsequently acquired and held by that Participant (whether under the DRP or otherwise) will be Participating Shares, subject to:
  - (1) the Requirements;
  - (2) any subsequent disposal of Shares;
  - (3) any later Participation Notice submitted by that Participant; and
  - (4) the Maximum Participating Holding (if any).
- (e) Partial Participation means that only the proportion of Shares registered in the Participant's name from time to time (including Shares issued pursuant to the DRP), specified as participating in the Participation Notice by the Shareholder are Participating Shares (subject to the Maximum Participating Holding (if any)).
- (f) If a Participation Notice does not, in the opinion of the Company, clearly indicate the level of participation in the DRP, it will be deemed to be an application for Full Participation.
- (g) The Company shall not be liable to any Eligible Shareholder for any loss, damage or claim in respect of that Eligible Shareholder's participation as a result of the operation of rules 3(d), 3(e) or 3(f).

### 4 Minimum Participating Holding and Maximum Participating Holding

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- (a) The Company may determine a minimum permitted number of Participating Shares per Participant (whether in respect of a particular Dividend or Dividends generally) from time to time by notification on the Company's website and by notice to ASX.
- (b) The Company may determine a maximum permitted number of Participating Shares per Participant (whether in respect of a particular Dividend or Dividends generally) from time to time by notification on the Company's website and by notice to ASX.
- (c) To the extent that a Participation Notice has specified a proportion of Participating Shares in excess of the prevailing Maximum Participating Holding (including an election of Full



Participation where the number of Participating Shares would otherwise exceed that limit), for so long as the Maximum Participating Holding applies:

- (1) the number of Participating Shares for that Participant for the purposes of these Rules is deemed to be the Maximum Participating Holding; and
  - (2) any Shares specified in the Participation Notice as Participating Shares in excess of the Maximum Participating Holding (including an election of Full Participation where the number of Participating Shares would otherwise exceed the Maximum Participating Holding) are deemed not to be Participating Shares, and any Dividend payable in respect of them will be paid by the Company in accordance with its usual arrangements for the payment of Dividends.
- (d) To the extent that a Participation Notice has specified a proportion of Participating Shares less than a prevailing Minimum Participating Holding (including an election of Full Participation where the number of Participating Shares would otherwise be less than that limit), for so long as the Minimum Participating Holding applies:
- (1) the number of Participating Shares for that Participant for the purposes of these Rules is deemed to be zero; and
  - (2) any Shares specified in the Participation Notice as Participating Shares (including an election of Full Participation where the number of Participating Shares would be less than the Minimum Participating Holding) are deemed not to be Participating Shares, and any Dividend payable in respect of them will be paid by the Company in accordance with its usual arrangements for the payment of Dividends.

## 5 The effect of applying for participation

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By applying to participate in the DRP, the applicant:

- (a) warrants to the Company that it is an Eligible Shareholder;
- (b) acknowledges that Dividends reinvested under the DRP will be assessable for applicable income tax in the same way as cash Dividends;
- (c) authorises the Company (and its officers or agents) to correct any error in, or omission from, any other notice or application contemplated by rule 13 (including, but not limited to, a Participation Notice);
- (d) acknowledges that the Company may at any time irrevocably determine that the applicant's Participation Notice is valid, in accordance with these Rules, even if the Participation Notice is incomplete, contains errors or is otherwise defective;
- (e) acknowledges that the Company may reject any Participation Notice;
- (f) consents to the establishment of a DRP account on its behalf;
- (g) agrees to the appointment of the Company, or a nominee (including a broker or the Share Registry) appointed by the Company, as the Participant's agent to acquire Shares on ASX, where the Company decides to Allocate Shares to Participants by acquiring existing Shares in accordance with rule 7 (and for the avoidance of doubt, the applicant agrees to the Company or its nominee taking all steps necessary to register the Shares in the applicant's name, including the execution of any share transfers required);
- (h) acknowledges that the Company may arrange for the DRP to be fully or partially underwritten in respect of any one or more Dividends;
- (i) acknowledges that neither the Company nor the Share Registry has provided the applicant with investment advice, financial product advice or any Shares recommendation concerning its decision to apply to participate in the DRP and that neither has any obligation to provide any such advice or recommendation;

- (j) acknowledges that neither the Company nor the Share Registry (nor any officer of the Company or the Share Registry) will be liable or responsible to the applicant for any loss or disadvantage suffered or incurred by the applicant as a result, directly or indirectly, of the establishment or operation of the DRP or participation in the DRP or in relation to any advice given with respect to participation in the DRP; and
- (k) unconditionally agrees to the Rules and agrees not to do any act or thing which would be contrary to the spirit, intention or purpose of the DRP or the Rules,  
in each case, at all times until termination of the DRP or of the Participant's participation in the DRP.

## 6 Reinvestment of Dividends and residual balances

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- (a) Each Dividend Payment payable to a Participant in respect of Participating Shares will be applied by the Company on the Participant's behalf in acquiring additional Shares by issue or transfer in accordance with these Rules.
- (b) The Company will establish and maintain a DRP account for each Participant. In respect of each Dividend payable to a Participant, the Company will:
  - (1) determine the Dividend Payment in respect of that Participant's Participating Shares;
  - (2) credit the amount in rule 6(b)(1) to the Participant's DRP account, and that payment constitutes payment of the Dividend on the Participant's Participating Shares;
  - (3) determine the maximum whole number of additional Shares which may be acquired under the DRP at the Allocation Price by dividing the amount in the Participant's DRP account by the Allocation Price and rounding that number up or down to the nearest whole number; and
  - (4) on behalf of and in the name of the Participant, subscribe for or purchase the number of Shares determined under rule 6(b)(3) and debit the Participant's DRP account with the total of the price for the Allocated Shares.
- (c) The Participant will be deemed to have applied the whole of the Dividend Payment determined pursuant to rule 6(b)(1) in acquiring such number of additional Shares calculated pursuant to rule 6(b)(3) and shall not be entitled to any fractional entitlement to any Shares nor to receive payment of any residual cash balance in respect of amount round down pursuant to rule 6(b)(3).
- (d) Shares are Allocated under the DRP at the Allocation Price, which is the Average Market Price of Shares during the Pricing Period, less the Discount (if any) determined by the Company, rounded to the nearest cent.
- (e) The Average Market Price must be calculated by the Company or another suitable person nominated by the Company, by reference to information the Company approves for that purpose from time to time. The determination by the Company or its nominee of the Allocation Price is binding on all Participants.
- (f) A Discount (if any) or Pricing Period may be different from one Dividend to the next, and either may be determined or varied by announcement on the Company's website and to ASX at any time but any such variation will not apply to Dividends already announced.

## 7 Allocation of Shares

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- (a) The Company may, in its discretion, either:

- (1) issue new Shares;
  - (2) cause existing Shares to be acquired on ASX for transfer to Participants; or
  - (3) undertake any combination of the options above,

to satisfy the Company's obligations under these Rules.
- (b) If the Company decides to cause the transfer of Shares to Participants, those Shares may be acquired in such manner as the Company considers appropriate.
- (c) All Shares newly issued under the DRP will, from the date of Allocation, rank equally in all respects with existing Shares unless the Company determines that they are not to participate in either or both of:
  - (1) the next Dividend paid; and
  - (2) any offer of Shares open when the Shares are issued under the DRP.
- (d) Shares will be Allocated within the time required by ASX.
- (e) Shares Allocated pursuant to the DRP will be registered on the share register on which the Participant already holds Shares or if the Participant holds Shares on more than one share register, on the share register which the Company determines.
- (f) Where the Shares Allocated pursuant to the DRP are not quoted on ASX at the time the Allocation is effected, the Company will apply (or procure the application) for quotation of those Shares on ASX within the time required by the Listing Rules.

## 8    DRP statements

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On, or as soon as practicable after, each Dividend Payment Date, the Company must forward to each Participant a statement detailing:

- (a) the number of the Participant's Participating Shares as at the relevant Dividend Record Date;
- (b) the amount of the relevant Dividend Payment in respect of the Participant's Participating Shares (including any amounts deducted from the Dividend payable);
- (c) the number of Shares Allocated to the Participant under these Rules and the date of Allocation of those Shares;
- (d) the Participant's total holding of Shares after Allocation;
- (e) the Allocation Price of each Share Allocated to the Participant;
- (f) the franked amount (if any) of the Dividend Payment and the
- (g) franking credit (if any) attached to the Dividend; and
- (h) any other matters required by law to be included.

## 9    Variation or termination of participation

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- (a) A Participant may at any time give notice to the Company via the Share Registry using the Participation Notice:
  - (1) increasing or decreasing the proportion of Shares participating in the DRP; or
  - (2) terminating participation in the DRP.

The alteration or termination takes effect in accordance with rule 13.

- (b) If a Participant increases its level of participation to Full Participation, rule 3(d) applies.
- (c) If a Participant decreases its the level of participation or increases its level of participation to a level below Full Participation, rule 3(e) applies.
- (d) If a Participant dies, participation in the DRP terminates upon receipt by the Company of written notice of the death. If a Participant is declared bankrupt or is wound-up, participation in the DRP terminates upon receipt by the Company of a notification of bankruptcy or winding-up from the Participant or the Participant's trustee in bankruptcy or liquidator, as the case may be. The death, bankruptcy or winding-up of one or more joint holders does not automatically terminate participation provided the remaining holder or all remaining joint holders are Eligible Shareholders.

## 10 Reduction or termination of participation where no notice is given

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- (a) Where all of a Participant's Shares are Participating Shares and the Participant disposes of some (but not all) of those Shares, then subject to rule 9(a), the remaining Shares held by the Participant continue to be Participating Shares.
- (b) Where only some of a Participant's Shares are Participating Shares and the Participant disposes of part of the Participant's total holding, then the Shares disposed of are deemed not to be Participating Shares. If the number of Shares disposed of is more than the number of the Participant's Shares not participating in the DRP, the disposal is deemed to include all the Participant's holding not participating in the DRP, and the balance (if any) will be attributed to Participating Shares.
- (c) Where a Participant disposes of all its Shares, the Participant is deemed to have terminated participation in the DRP with respect to the shareholding on the date the Company registered a transfer or instrument of disposal of the Participant's holding.
- (d) Unless the Board determines otherwise, a transfer or instrument of disposal registered by the Company after a Dividend Record Date but prior to the Dividend Payment Date will not have effect under rule 10(c) in respect of that Dividend and the Participant will be deemed to have terminated participation in the DRP from the Dividend Payment Date for that Dividend.

## 11 Variation, suspension and termination of the DRP or these Rules

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- (a) The DRP or these Rules may be varied, suspended or terminated by the Company at any time by notification on the Company's website and by notice to ASX. For the avoidance of doubt, where the Company has announced that the DRP will operate in respect of a Dividend, the Company retains the discretion to suspend the DRP in respect of that Dividend at any time prior to the Dividend Payment Date.
- (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 of action against, the Company or its officers, employees or agents.
- (c) If the DRP or these Rules are varied, a Participant continues to participate under the DRP and these Rules in their varied form continue to apply unless the Participant terminates its participation in the DRP by submitting a Participation Notice in accordance with these Rules.

- (d) If the DRP is suspended, an election as to participation in the DRP will also be suspended and all Shares are deemed to be non-Participating Shares for the purpose of any Dividend paid while the DRP is suspended.
- (e) The DRP may be reinstated following a suspension in accordance with this rule 11 by notification on the Company's website and by notice to ASX. Upon reinstatement of the DRP, all prior elections will be reinstated and will continue to apply until a new valid Participation Notice is lodged, unless the Company determines otherwise.

## 12 Costs to Participants

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No brokerage, commission, or other transaction costs are payable by Participants in respect of Shares Allocated under the DRP and no stamp or other duties are payable, under present law, by Participants in respect of Shares Allocated under the DRP. The Company may, to the extent permitted by law, apply its funds in the payment of brokerage, commission, or other transaction costs in respect of Shares Allocated under the DRP.

## 13 Applications and other notices

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- (a) Applications and notices to the Company must be in the form prescribed by the Company from time to time. The Company may determine that applications and notices to the Company may be lodged electronically, including through the Share Registry's or Company's website. Any application or notice lodged electronically must comply with the applicable terms and conditions of the electronic lodgement facility.
- (b) Subject to rules 13(c) and 13(d), applications and notices are effective upon receipt by the Company or the Share Registry (as appropriate).
- (c) Unless the Board determines otherwise, applications or notices received more than one Business Day after a Dividend Record Date are not effective in respect of that Dividend but are effective in respect of subsequent Dividends.
- (d) Without limiting rule 13(c), the Company has absolute discretion to:
  - (1) accept or reject an application or notice which is not properly completed or signed; and
  - (2) prior to acceptance, clarify with an Eligible Shareholder any instruction with respect to an application/notice in order for the application/notice to be properly completed.
- (e) The accidental omission by the Company to give any notice under these Rules to any Shareholder, ASX or any other person will not invalidate any act, matter or thing.
- (f) For the purposes of this rule 13, an application or notice includes, but is not limited to, a Participation Notice.

## 14 General

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- (a) The Company will record, with respect to each Participant:
  - (1) the name and address of the Participant (being the name and address in the Company's share register from time to time); and
  - (2) the number of Participating Shares held by the Participant from time to time.

The Company's records are conclusive evidence of the matters recorded in them.

- (b) Any power, discretion or function of the Company under these Rules may be exercised or undertaken by the Board, and the Board may delegate any such power, discretion or function to any person.
- (c) Any Dividend payable on Participating Shares which Dividend the Company is entitled to retain as a result of a charge or lien in favour of the Company in accordance with the constitution of the Company, or other requirement of law, is not available for the purpose of participating in the DRP.
- (d) Subject to the constitution of the Company, the Company may:
  - (1) implement the DRP in the manner the Company thinks fit; and
  - (2) settle any difficulty, anomaly or dispute which may arise either generally or in a particular case in connection with, or by reason of, the operation of the DRP or these Rules as the Company thinks fit, whether generally or in relation to any Shareholder or DRP account or any Shares, and the determination of the Company is conclusive and binding on all relevant Shareholders and other persons to whom the determination relates.
- (e) Neither the Company nor any officer, employee, agent or adviser of it is liable or responsible to any Shareholder or Participant for any loss or alleged loss or disadvantage suffered or incurred by them as a result, directly or indirectly, of any one or more of:
  - (1) the establishment or operation of the DRP;
  - (2) participation or non-participation in the DRP; or
  - (3) any advice given with respect to participation in the DRP by any person.
- (f) The DRP, its operation and these Rules are governed by the laws of the State of Victoria and each Shareholder submits to the jurisdiction of the Courts of that State and the Courts which may hear appeals from those Courts.
- (g) Despite anything else in these Rules, the Listing Rules prevail to the extent of any inconsistency with these Rules.