

**BONUS
OPTION
PLAN**

Shareholders should obtain their own professional advice on the financial and tax implications of participating in the Bonus Option Plan.

Given the complex nature of taxation and of other legislation, the variety of jurisdictions involved, and the diverse taxation and financial circumstances applying to ANZ shareholders, ANZ cannot take responsibility for any advice expressed or implied in this publication. In addition, changes to taxation laws and other legislation may occur subsequent to the preparation of this booklet.

Shareholders should obtain their own professional advice in relation to the financial and taxation implications of participating in ANZ's Bonus Option Plan. This booklet does not contain the information which would be contained in a prospectus. It is limited to general shareholder information only and relates only to ANZ's ordinary shares.

BONUS OPTION PLAN

This booklet, including the Terms and Conditions, provides important information about participating in ANZ's Bonus Option Plan (BOP). Please read it carefully if you are considering making an election to participate in the BOP.

QUESTIONS AND ANSWERS

Capitalised terms not defined in these questions and answers have the meaning given to them in the Terms and Conditions. These questions and answers are for general information only, and do not override the Terms and Conditions to the extent of any inconsistency.

1. WHAT IS THE BOP?

The BOP enables eligible holders to increase their ANZ shareholding by forgoing all or part of the dividends payable on their ANZ ordinary shares and receiving bonus ANZ ordinary shares instead. No other ANZ securities can participate.

Participation is optional and non-transferrable.

2. WHY PARTICIPATE?

Participants do not pay brokerage, commission or other transaction costs on ANZ ordinary shares which are issued under the BOP and, presently, no stamp or other transaction duties are payable by BOP participants. All ANZ ordinary shares issued under the BOP rank equally with all other fully paid ANZ ordinary shares on issue.

There is no fee from ANZ for participating in the BOP.

3. WHO CAN PARTICIPATE?

Subject to the restrictions set out below, holders of ANZ ordinary shares which / who are entitled to receive a dividend payment may participate in the BOP for an Eligible Dividend.

Until ANZ's Board decides otherwise, BOP participation is not available directly or indirectly to any holder of ANZ ordinary shares (legal or otherwise):

- resident in (or who is acting on behalf, or for the account or benefit, of an entity or person who is resident in) the USA, its possessions or territories, or Canada; or
- any other country whose laws make the holder ineligible to participate.

Shareholders are responsible for confirming their eligibility to participate in the BOP and for obtaining any government approvals required in connection with the allotment of ANZ ordinary shares under the BOP.

4. HOW TO PARTICIPATE?

Shareholders can elect to participate in the BOP, vary their participation or withdraw from the BOP online at anz.com/easyupdate. Alternatively, shareholders can contact ANZ's Share Registrar, Computershare, to obtain a copy of the Election form to complete and return.

NEED ASSISTANCE?



shareholder.anz.com
anzshareregistry@computershare.com.au



Computershare Investor Services Pty Limited
GPO Box 2975 Melbourne
Victoria 3001 Australia



1800 113 399 (within Australia)
0800 174 007 (within New Zealand)
+61 3 9415 4010 (outside Australia)

5. WHEN WILL MY PARTICIPATION BEGIN?

If your Election is accepted, participation in the BOP will commence in respect of the next Eligible Dividend.

Please note, there is a cut-off date for ANZ's Share Registrar, Computershare, to receive BOP Elections in order to participate in the next Eligible Dividend. Please contact Computershare if you wish to find out when the last day is for making a BOP Election. If you miss this date, your Election, if accepted, will apply in relation to the following Eligible Dividend.

6. HOW DOES THE BOP INTERACT WITH ANZ'S DIVIDEND REINVESTMENT PLAN?

ANZ also has a Dividend Reinvestment Plan (DRP). If you make an Election to participate in the BOP and also an election to participate in ANZ's DRP, the BOP election will have priority over the DRP Election to the extent of any conflict.

IMPORTANT:

If you participate in ANZ's BOP and wish to participate in the DRP instead, you will need to ensure that your BOP election is terminated first. If you wish to partially participate in both the DRP and the BOP, you must ensure that your DRP and BOP elections are for the correct number of ANZ ordinary shares each and that there is no overlap.

7. HOW DOES THE BOP INTERACT WITH ANZ'S MANDATORY DIRECT CREDIT PAYMENT POLICY?

ANZ has a policy that all dividends payable to shareholders in Australia, New Zealand and the United Kingdom will be paid by direct credit into their nominated financial institution account (excluding credit card accounts).

Any BOP Election will have priority over the submission of Direct Credit instructions to the extent of any conflict.

If you participate in ANZ's BOP and instead wish to receive dividend payments into your nominated financial institution account, submitting a new Direct Credit instruction will not override the BOP Election. You will need to formally terminate your participation in the BOP first.

8. WHAT HAPPENS IF I HAVE MORE THAN ONE HOLDING OF ANZ ORDINARY SHARES?

An Election to participate in the BOP relates to a particular holding under a holder identification number (HIN) / securityholder reference number (SRN). If you hold ANZ ordinary shares under more than one HIN / SRN and want more than one holding to participate, you will need to submit multiple Elections.

9. CAN I ELECT TO PARTIALLY PARTICIPATE IN THE BOP?

Yes. Shareholders can elect full BOP participation (to forgo your entitlement to a dividend on all ANZ ordinary shares under a particular holder number) or partial BOP participation (to forgo your entitlement to a dividend on a nominated number of your ANZ ordinary shares as specified in the Election).

10. HOW MANY ANZ ORDINARY SHARES WILL I RECEIVE UNDER THE BOP?

This is worked out according to a formula. The number of bonus shares issued is calculated by reference to the arithmetic average of the daily volume weighted average sale price of ANZ ordinary shares sold on applicable trading platform/s (currently ASX and Chi-X) during the relevant pricing period, less any discount as determined by the Board.

EXAMPLE:

Claire holds 1,000 ANZ ordinary shares and wants to fully participate in the BOP. She has submitted a correctly completed Election to ANZ's Share Registrar before the last date for BOP Elections for the Interim Dividend.

INTERIM DIVIDEND

ANZ has announced an 80 cents per share Interim Dividend

The amount Claire has forgone due to her BOP participation is \$800.00 (80c x 1,000 shares = \$800.00)

The BOP price for the relevant dividend is \$28.80, so Claire will receive 27 bonus shares (27 x \$28.80 = \$777.60)

Claire still has \$22.40 unutilised 'value' which is not enough for another BOP share (at \$28.80), so \$22.40 is carried forward to the next Eligible Dividend (\$800.00 - \$777.60 = \$22.40)

Claire now holds 1,027 ANZ ordinary shares (1,000 + 27)

FINAL DIVIDEND

ANZ has announced an 80 cents per share Final Dividend

The amount Claire has forgone due to her BOP participation is \$844.00 (80c x 1,027 shares + \$22.40 unutilised 'value' carried forward)

The BOP price for the relevant dividend is \$28.95, so Claire will receive 29 bonus shares (29 x \$28.95 = \$839.55)

Claire still has \$4.45 unutilised 'value' which is not enough for another bonus share (at \$28.95), so \$4.45 is carried forward to the next Eligible Dividend (\$844.00 - \$839.55 = \$4.45)

Claire now holds 1,056 ANZ ordinary shares (1,027 + 29)

11. HOW DO I KNOW HOW MANY BONUS SHARES I HAVE RECEIVED?

ANZ will send each BOP participant an advice for each Eligible Dividend payment showing transaction details.

12. WILL ANZ ORDINARY SHARES RECEIVED UNDER THE BOP AUTOMATICALLY PARTICIPATE IN THE BOP?

Yes. Regardless of whether you are a full or partial BOP participant, shares received under the BOP will automatically be added to those already participating in the BOP unless you notify ANZ's Share Registrar otherwise.

13. WHAT HAPPENS IF I COMBINE MY SEPARATE SHAREHOLDINGS OR CHANGE BROKERS?

If you decide to combine your holdings by e.g. converting your issuer sponsored holding to a CHESS holding or change brokers, your participation in the BOP may be affected. You should contact ANZ's Share Registrar, Computershare, to ensure the appropriate BOP Election continues to be applied.

14. WHAT ARE THE TAX IMPLICATIONS OF BOP PARTICIPATION?

AUSTRALIAN CONSIDERATIONS

Bonus shares issued under the BOP are generally not treated as income under Australian tax law and are not subject to imputation arrangements in the hands of the shareholder. Such shares are regarded as having been acquired at the same time as the existing holding for no extra cost and the cost of the existing holding then becomes the cost of the aggregate of the existing holding and the new ANZ ordinary shares.

However, Australian income tax laws contain anti-dividend streaming provisions which allow the Commissioner of Taxation to make a determination to treat shares acquired under certain bonus option plans as taxable dividends. Shareholders are advised to seek independent tax advice to determine the potential impact of the anti-dividend streaming provisions.

The BOP may be attractive where capital gains (or other income) tax is not applicable to the shares.

OVERSEAS CONSIDERATIONS

The BOP may be attractive to shareholders outside Australia. In some countries bonus shares are not treated as income and therefore may not attract any tax when received.

In contrast, cash dividends and shares allotted under the DRP may be treated as income and subject to tax. In particular, for certain shareholders resident in the United Kingdom there may not be any tax liability arising upon the issue of bonus shares under the BOP.

Capital gains tax may apply upon the ultimate disposal of the ordinary shares which will have no additional cost base for UK capital gains tax purposes. For New Zealand resident individual shareholders, any ordinary shares issued, whether under the BOP or DRP, will be treated as taxable dividend income.

All shareholders should seek independent advice on the financial and taxation implications of participating in the BOP, including their position when they dispose of any of the ANZ ordinary shares so received.

15. CAN I CHANGE MY PARTICIPATION?

Yes. You can terminate or vary your participation in the BOP **at any time** by submitting a new Election. The Election must be received by ANZ's Share Registrar by 5pm (Melbourne, Australia time) on the next relevant BOP Election Date to be effective for that dividend.

16. WHAT HAPPENS TO THE UNUTILISED 'VALUE' IF I LEAVE THE BOP?

If you terminate your participation in the BOP, any unutilised 'value' in your BOP account will be forfeited. This amount cannot be transferred for use in connection with participation, if any, in the DRP.

So from the earlier example, if Claire terminates her participation in the BOP, she will forfeit the \$4.45 unutilised 'value'.

17. WHAT IF I SELL MY ANZ ORDINARY SHARES?

If you sell all of your ANZ ordinary shares in the holding that was the subject of the BOP Election and do not hold any ANZ ordinary shares under the HIN / SRN used for the BOP Election at the Record Date of the next Eligible Dividend, you are taken to have terminated your participation in the BOP for that holding and any unutilised 'value' will be forfeited.

So from the earlier example, if Claire sells all of her 1,056 ANZ ordinary shares and does not acquire any more ANZ ordinary shares under that HIN / SRN by the Record Date of the next Eligible Dividend, she is taken to have terminated her participation in the BOP, and will forfeit the \$4.45 unutilised 'value'.

Alternatively, if Claire sells all of her 1,056 ANZ ordinary shares and acquires new ANZ ordinary shares under the HIN / SRN used for the BOP Election by the Record Date of the next Eligible Dividend, the newly acquired ANZ ordinary shares will automatically participate in the BOP in accordance with Claire's existing BOP Election.

ANZ'S BONUS OPTION PLAN – TERMS AND CONDITIONS AS AT 30 APRIL 2018

1. PARTICIPATION IN THE BOP

1.1 PARTICIPATION BY SHAREHOLDERS

Participation by Shareholders in the BOP is optional, non transferable and subject to these Terms and Conditions.

The degree of a Shareholder's participation may, subject to the restrictions and procedures provided for in these Terms and Conditions, be varied or terminated by the Shareholder or the Company at any time.

1.2 SHAREHOLDERS NOT ELIGIBLE TO PARTICIPATE

A Shareholder who is subject to the laws of a country or place other than Australia may not be eligible to participate in the BOP because of legal requirements that apply in that country or place or in Australia. Allotment of Shares to Shareholders who are not resident in Australia at the time of allotment will be subject to all necessary government approvals. It is the responsibility of each Shareholder to obtain any such approvals. Before electing to participate in the BOP, Shareholders who are not resident in Australia should seek professional advice to ascertain if any restrictions apply.

The Board may determine at any time that the right to participate in the BOP shall not be available to a Shareholder whose registered address is in a country or place where, in the absence of a registration statement or other formality, the offer of a right to so participate would or might be unlawful.

Until the Board otherwise determines, participation in the BOP is not available directly or indirectly to any entity or person, including any legal or beneficial owner of Shares, who is (or who is acting on behalf of or for the account or benefit of an entity or person who is) in or resident in the United States of America, its possessions or territories, or Canada. Copies of BOP documents shall not be mailed or otherwise distributed or sent into the United States of America, its possessions or territories, or Canada.

2. APPLICATION TO PARTICIPATE

A Shareholder may apply to participate in the BOP by submitting an Election. Upon receipt by the Share Registrar of a correctly completed Election, a Shareholder will, subject to rule 12.1, participate in the BOP commencing in respect of the next relevant Eligible Dividend.

If a Shareholder is shown on the Share Registry as holding more than one parcel of Shares and has been allocated a separate, unique holder identification number or securityholder reference number for each of those parcels:

- (a) a separate Election is required for each of those parcels; and
- (b) these Terms and Conditions apply as if each of those parcels were registered in the name of a separate Shareholder.

If a Shareholder makes an election to participate in the BOP and also a separate election to participate in the DRP, the BOP election will have priority over the DRP election to the extent of any conflict.

3. DEGREE AND LIMITS ON PARTICIPATION

3.1 DEGREE OF PARTICIPATION

Participation in the BOP may be either "full" or "partial" for:

- (a) all of the Shares registered in the name of the Shareholder on a relevant Record Date; or
- (b) the number of Shares registered in the name of the Shareholder specified in an Election.

An Election which does not specify the degree of participation shall be deemed to be a request for full participation in the BOP of all Shares registered in the name of the Shareholder.

An Election which specifies a number of Shares which is greater than the Shareholder's total holding on a relevant Record Date shall be deemed to be a request for full participation in the BOP of all Shares registered in the name of the Shareholder for the purposes of the Eligible Dividend relating to that Record Date.

Shares allotted under the BOP will be added to those already participating in the BOP and these will automatically forgo future dividends and generate further bonus shares until the Shareholder notifies the Share Registrar otherwise.

3.2 LIMIT ON BOP PARTICIPATION

The Board may determine from time to time that not more than a specified number or percentage of Shares registered in a Shareholder's name may participate in the BOP. If the Board does so, the Company must notify Shareholders accordingly. Once notified, each BOP Participant's participation will be subject to that maximum threshold and, if any BOP Participant's participating Shares exceeds the maximum determined by the Board, the number of Shares participating will be that maximum number determined by the Board.

If:

- (a) the Board determines to impose a limit on the number or percentage of a Shareholder's Shares that may participate in the BOP; and
- (b) Shares are held in a broker's clearing account (as defined in the Listing Rules) or by a trustee or nominee,

the broker, trustee or nominee will be permitted to participate up to such limit in respect of each person whose Shares are held that way, subject to the restrictions and procedures provided for in these Terms and Conditions.

4. OPERATION OF THE BOP

4.1 APPLICATION OF DIVIDEND

The amount of each Eligible Dividend otherwise payable to a BOP Participant (but for participation in the BOP) on the BOP Participant's BOP Shares will be forgone by the BOP Participant. However, the Board shall issue and allot to the BOP Participant the number of Shares determined under rule 4.4.

4.2 BOUND BY CONSTITUTION

By applying to participate in the BOP, a Shareholder agrees to be bound by the Constitution in respect of all Shares allotted to the Shareholder under the BOP.

4.3 BOP ACCOUNT

The Company will establish and maintain a BOP Account for each BOP Participant. The Company will record in each BOP Participant's BOP Account the number of BOP Shares held by the BOP Participant, from time to time, including any Shares allotted under rule 4.4.

4.4 NUMBER OF BOP SHARES TO BE ALLOTTED

The number of Shares (**N**) which may be allotted to a BOP Participant in relation to an Eligible Dividend is the quotient (**Q**) determined in accordance with the following formula after rounding **Q** down to the nearest whole number:

$$Q = [(S \times D) + PB] \text{ divided by } AP$$

Where:

S is the number of BOP Shares held by the BOP Participant in the BOP Participant's BOP Account on the Record Date in relation to the Eligible Dividend;

D is the amount in cents per Share of the Eligible Dividend that the BOP Participant has forgone in respect of the BOP Participant's BOP Shares;

PB is the amount expressed in cents (if any) determined in accordance with rule 4.5; and

AP is the Acquisition Price (expressed in cents) in relation to the Eligible Dividend.

4.5 PREVIOUS BOP BALANCES

For the purpose of determining under rule 4.4 the number of Shares which may be allotted to a BOP Participant in respect of an Eligible Dividend (the **applicable Eligible Dividend**), if **N** as determined in accordance with rule 4.4 for a BOP Participant for the previous Eligible Dividend is in any case less than the quotient (**Q**) determined in accordance with the formula in rule 4.4 for that previous Eligible Dividend, then, **PB** in respect of the applicable Eligible Dividend shall be the amount in cents calculated in accordance with the following formula:

$$PB = (Q - N) \times AP$$

Where:

PB is the amount in cents;

Q is the quotient as determined by applying the formula in rule 4.4 in relation to the previous Eligible Dividend (which for the avoidance of doubt is before rounding to the nearest whole number);

N is the whole number determined pursuant to rule 4.4 in relation to the previous Eligible Dividend; and

AP is the amount determined as AP pursuant to rule 4.4 in relation to the previous Eligible Dividend.

5. SHARES ALLOTTED UNDER THE BOP

Shares allotted under the BOP will be issued as bonus Shares and no consideration is payable for the issue of those Shares. The issued Shares will, from the date of allotment, rank equally in all respects with all other Shares in the Company, and will be allotted on, or as soon as practicable after, the payment date of the relevant Eligible Dividend.

An allotment of bonus Shares to which BOP Participants become entitled under the BOP shall be effected by the allotment and issue of such bonus Shares without any amount being credited to the Company's share capital account.

Shares allotted under the BOP will be registered on the Share Registry on which the BOP Participant's holding of BOP Shares is currently registered.

6. COST TO SHAREHOLDERS

No brokerage, commission or other transaction costs will be payable by a Shareholder on Shares provided under the BOP and no stamp or other transaction duties will, under applicable law at the date of this document, be payable by a BOP Participant.

7. BOP STATEMENTS

The Company will send to each BOP Participant a BOP statement for each Eligible Dividend providing full details of the BOP Participant's transactions in the BOP and the BOP Account.

8. VARIATION OR TERMINATION OF PARTICIPATION

Subject to rule 12.1, a BOP Participant may at any time give notice to the Company:

- (a) increasing or decreasing the number of the BOP Participant's Shares participating in the BOP; or
- (b) terminating the BOP Participant's participation in the BOP.

If a BOP Participant dies or becomes bankrupt, the participation of that BOP Participant and any other Shareholder with whom the deceased or bankrupt BOP Participant was a joint Shareholder will be terminated upon receipt by the Company of notice of the death or bankruptcy, as the case may be.

Upon termination of participation in the BOP by a Shareholder for any reason (other than termination by the Company), the Shareholder will not be entitled to receive from the Company payment of any money in respect of a BOP Account at the time at which participation by the Shareholder in the BOP is terminated or the Shareholder ceases to participate in the BOP.

9. PARTIAL PARTICIPATION AND DISPOSAL OF SHARES

Where a BOP Participant with partial participation in the BOP disposes of part of the BOP Participant's holding of Shares then, unless the BOP Participant advises the Company otherwise, the Shares disposed of will be deemed to be Shares not participating in the BOP. If the number of Shares disposed of is greater than the number of the BOP Participant's Shares not participating in the BOP, the Shares disposed of will be deducted from the BOP Participant's holding of Shares in the following order:

- (a) Shares not participating in either the DRP or BOP;
- (b) Shares participating in the DRP; and
- (c) BOP Shares.

Where a BOP Participant disposes of all of the BOP Participant's holding of Shares without giving the Company notice of termination of participation and is not registered as the holder of Shares under the holder identification number / securityholder reference number which was the subject of the BOP Election at the Record Date of the next Eligible Dividend, the BOP Participant is taken to have formally terminated their participation in the BOP.

10. MODIFICATION, SUSPENSION AND TERMINATION OF THE BOP

The BOP may be modified, suspended or terminated by the Board at any time upon notice being given to Shareholders. In the case of a modification, it will be deemed that each existing BOP Participant will continue to participate under the modified BOP on the basis of the last Election received by the Company in accordance with these Terms and Conditions unless the Company is notified to the contrary by the BOP Participant in an Election.

If the BOP is suspended or terminated, a BOP Participant will not be entitled to receive from the Company payment of any money in respect of a BOP Account at the time when participation by the BOP Participant in the BOP is suspended or terminated. If the BOP is suspended and subsequently reinstated, subject to rule 8 and unless otherwise determined by the Board, each Shareholder who was a BOP Participant before the suspension is taken to continue to participate in the BOP when it recommences with, subject to these Terms and Conditions, the same degree of participation as immediately before the suspension.

11. SECURITIES EXCHANGE LISTING

The Company will promptly make application for Shares allotted under the BOP to be listed for quotation on ASX and the New Zealand Stock Exchange (as applicable).

12. APPLICATIONS AND NOTICES

12.1 APPLICATIONS AND NOTICES TO THE COMPANY

Applications and notices to the Company shall be in writing and in accordance with directions set out in the Election. Applications and notices will be effective upon receipt by the Share Registrar in accordance with any directions in the Election subject to:

- (a) these Terms and Conditions;
- (b) in the case of applications to participate in the BOP made on an Election, acceptance by the Company;
- (c) in relation to any Eligible Dividend, receipt by not later than 5.00pm (Melbourne, Australia time) (or such other time as the Board determines) on the BOP Election Date for that Eligible Dividend; and
- (d) any other restrictions that the Board may determine from time to time.

The Company will not accept an Election from any entity or person who does not represent that they are not (and that they are not acting on behalf or for the account or benefit of an entity or person who is) in, or resident in, the United States of America, its possessions or territories, Canada, or any other jurisdiction which the Board may determine in its absolute discretion.

12.2 NOTICES FROM THE COMPANY

Any notice to Shareholders or announcement to be made by the Company or the Board in relation to the BOP (including in relation to any modification, suspension or termination, any discount or any other matter provided for in these Terms and Conditions) may be made:

- (a) by notice to ASX for release to the market and on the Company's website; or
- (b) by notice to Shareholders in accordance with the provisions of the Constitution which provide for notices to Shareholders.

Any such notice or announcement will be effective from the date given, or any other date provided for in these Terms and Conditions or referred to in the notice or announcement.

13. TAXATION

Given the complex nature of taxation and of other legislation, the variety of jurisdictions involved, and the diverse taxation and financial circumstances applying to Shareholders, the Company cannot take any responsibility for any advice expressed or implied in this document.

Shareholders should obtain their own professional advice in relation to the financial and taxation implications of any of the dividend alternatives offered.

This document does not contain the information which would be contained in a prospectus. It is limited to information concerning the operation of the BOP.

Neither the Company nor any of its directors, officers, employees, representatives or agents accept any responsibility or assume any liability for any taxation liabilities incurred by or imposed upon any Shareholder as a consequence of the Shareholder participating in the BOP.

14. GENERAL

- (a) The BOP and its operation and these Terms and Conditions shall be governed by the laws of the State of Victoria.
- (b) The accidental omission to give any notice (including any notice of modification, suspension or termination) to, or the non-receipt of any notice by, any Shareholder shall not invalidate the notice, or the effect of the notice, including the modification, suspension or termination of the BOP as the case may be.
- (c) Any determination, notification or calculation to be made or given by the Board or the Company may be made or given by the Board or the Company respectively in its absolute discretion and in the absence of manifest error is binding on each Shareholder who elects to participate in the BOP.
- (d) The Board has discretion to:
 - (i) determine any procedures for administration of the BOP that are consistent with these Terms and Conditions;
 - (ii) resolve conclusively all questions of fact or interpretation in connection with the BOP;
 - (iii) exercise discretions or powers (including any power to make a choice, decision, determination or resolution) of the Company under these Terms and Conditions;
 - (iv) waive strict compliance with any of the provisions of these Terms and Conditions.
- (e) The Company has the power to settle or resolve any difficulties, anomalies or disputes which arise in connection with, or because of, the operation of the BOP, in the manner it thinks expedient (either generally or in relation to a particular Shareholder or Share) and the decision of the Company is binding on all Shareholders of the Company.

15. INTERPRETATION

In these Terms and Conditions, the following definitions apply:

“Acquisition Price” in relation to an Eligible Dividend, means the arithmetic average of the daily volume weighted average sale price of all Shares sold on ASX and / or any other trading platforms (for example, Chi-X) as the Board may determine from time to time in the ordinary course of trading on the relevant trading platform(s) during the Pricing Period, less a discount (if any) determined by the Board from time to time and notified by the Company to Shareholders (with the arithmetic average, after deduction of any discount, rounded to the nearest whole cent but if the fraction is one half of a cent the amount is to be rounded down to the nearest whole cent). For the purpose of calculating the Acquisition Price, the Company may determine at its discretion that a particular transaction is not to be included in the calculation because, in the Company’s view, it is not within the ordinary course of trading.

“ASX” means ASX Limited (ABN 98 008 624 691) or the market operated by it (as the context requires).

“Board” means the directors of the Company acting collectively under the Constitution or a committee or person to whom the directors of the Company have delegated a relevant power in accordance with the Constitution or the *Corporations Act 2001* (Cth) (or both).

“BOP” means the Company’s Bonus Option Plan the subject of these Terms and Conditions.

“BOP Account” means an account established and maintained under rule 4.3.

“BOP Election Date” means the date determined by the Board and announced to ASX for calculating participation in the BOP with respect to the relevant Eligible Dividend.

“BOP Participant” means a Shareholder who is not ineligible to participate as determined by rule 1.2 and:

- (a) whose Election has been received and accepted by the Company and is effective in accordance with rules 2 and 12; and
- (b) who has not ceased to participate by operation of rules 8, 9 or 10.

“BOP Share” means a Share that is taken to be participating in the BOP in accordance with rules 2, 3.1 and 3.2.

“Chi-X” means Chi-X Australia Pty Ltd (ABN 47 129 584 667) or the market operated by it (as the context requires).

“Company” means Australia and New Zealand Banking Group Limited (ABN 11 005 357 522).

“Constitution” means the constitution of the Company from time to time.

“DRP” means the Company’s Dividend Reinvestment Plan.

“Election” means an application to participate in the BOP in the form (including electronic form) prescribed or approved by the Company from time to time.

“Eligible Dividend” means each cash dividend determined by the Board in respect of Shares and (at the discretion of the Board) includes any special dividends.

“Listing Rules” means the Listing Rules of ASX as they apply to the Company from time to time.

“Pricing Period” means, in relation to any Eligible Dividend, the period of 10 trading days (or such other number of trading days as the Board may determine from time to time) commencing on the third trading day immediately following the Record Date in relation to that Eligible Dividend (or such other day as the Board may determine). For this purpose, “trading day” means (unless otherwise determined by the Board) a day which is defined to be a “Trading Day” in the Listing Rules, other than a day on which the Shares have been placed in a “trading halt” (as defined in the Listing Rules) or on voluntary suspension (the suspension of a listed entity’s securities from quotation requested by the entity as described in Listing Rule 17.2) for more than 2 hours.

“Record Date” means 5.00 pm (Melbourne, Australia time) (or such other time as the Board determines) on the date for calculating entitlements to the relevant Eligible Dividend.

“Share” means a fully paid ordinary share in the Company.

“Share Registrar” means the person appointed as registrar of the Share Registry from time to time.

“Share Registry” means the Company’s share register maintained by the Share Registrar.

“Shareholder” means a holder of a Share or Shares from time to time.

16. TRADING RULES

For so long as the Company remains admitted to the official list of ASX, despite anything else contained in these Terms and Conditions:

- (a) if the Trading Rules prohibit an act being done by the Company, the act shall not be done;
- (b) nothing contained in these Terms and Conditions prohibits an act being done by the Company that the Trading Rules require to be done;
- (c) if the Trading Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the Trading Rules require these Terms and Conditions to contain a provision and they do not contain that provision, these Terms and Conditions are taken to contain that provision;
- (e) if the Trading Rules require these Terms and Conditions not to contain a provision and they contain that provision, these Terms and Conditions are deemed not to contain that provision; and
- (f) if any of these Terms and Conditions are or become inconsistent with the Trading Rules, these Terms and Conditions are to be taken not to contain that provision to the extent of the inconsistency.

In this rule, **Trading Rules** mean:

- (a) the Listing Rules; and
- (b) the operating rules of ASX Settlement Pty Limited ABN 49 008 504 532.

PRIVACY

The Corporations Act 2001 provides that, as an ANZ shareholder, your personal information, including details of your shareholding, is required to be collected by ANZ for the purpose of maintaining its register of members. The information collected is also used to service your entitlements and requirements as a shareholder of ANZ.

The maintenance and administration of the register of members is undertaken by ANZ's Share Registrar, which collects and maintains your personal information on behalf of ANZ. Your personal information may be disclosed to governmental and regulatory bodies to meet ANZ's disclosure and reporting obligations.

Subject to the provisions of any applicable law, you may access your personal information at any time by contacting ANZ's Share Registrar. You may also obtain a copy of ANZ's Privacy Policy by calling 13 13 14 (within Australia) or +61 3 9683 9999 (outside Australia) or by visiting anz.com.

