

ReINVESTMe terms and conditions

ReINVESTMe is a Dividend reinvestment plan that provides an alternative to traditional methods of buying additional securities in certain Companies for whom we provide registry services that do not currently offer a Dividend reinvestment plan.

Below are the terms and conditions applicable to your enrolment in, and all transactions under, ReINVESTMe. These terms and conditions are important and legally binding so please read them and the Key Documents carefully.

1. Your acknowledgements and agreement

By enrolling as a Participant in ReINVESTMe, you acknowledge and agree that:

- a) the Key Documents:
 - i. set out the basis upon which we provide ReINVESTMe to you; and
 - ii. form a legally binding agreement between you and us or, in the case of a Constitution between you and the Company;
- b) you unconditionally agree to the terms of the Key Documents and, in the case of amended terms and conditions notified to you from time to time, you will be taken to have agreed to such amended terms and conditions if you continue your enrolment in ReINVESTMe after the date that the amended terms and conditions take effect;
- c) ReINVESTMe is an electronic service only. All instructions must be provided online through Investor Centre. If circumstances arise where you are unable to give us your instructions or other communications via Investor Centre we may consider on a case by case basis whether the circumstances justify our acceptance of an instruction by other means. Any such acceptance may be subject to such conditions or restrictions as we consider are reasonable in the circumstances. All required communications from us in connection with ReINVESTMe will be provided or made available electronically unless these terms and conditions provide otherwise or we determine otherwise, acting reasonably;
- d) subject to clause 2 of these terms and conditions and to the extent permitted by applicable law and regulation, in addition to receiving communications for the purposes of ReINVESTMe from us electronically or by us notifying electronically a communication is available by electronic means, the communications that we provide as registry services provider for the Company that do not relate to ReINVESTMe but are communications that we provide in our capacity as registry services provider for the Company may be electronic communications or made available electronically and notified by electronic means. If you enrol in ReINVESTMe you will be taken to have notified us (acting on behalf of the Company) that is the case. If you have previously chosen a different way to receive (or in some cases not to receive) specific communications you may reinstate your communication preferences in Investor Centre (other than for ReINVESTMe);
- e) despite anything to the contrary in these terms and conditions or a Key Document, if you are a broker sponsored holder, you consent and undertake to instruct your broker to consent to Securities being credited to your broker sponsored securityholding via a "holding adjustment" (or similar mechanism howsoever characterised or defined by ASX Settlement or in the ASX Settlement Operating Rules);
- f) ReINVESTMe is a service provided by us and not by any Company;
- g) we may Purchase Securities on your behalf in accordance with these terms and conditions;
- h) you appoint and authorise us, or any party we appoint, to act as your attorney and agent to take any and all action in connection with ReINVESTMe in accordance with these terms and conditions including taking all steps necessary to register Securities in your name, including without limitation the execution of any transfer forms required;
- i) we will pay your Dividend amounts into a trust account for all participants in ReINVESTMe and that we may earn and retain any interest on the account;
- j) you should not use ReINVESTMe if you want complete control over the timing or the purchase price with respect to the acquisition of Securities;
- k) your instruction to Purchase Securities under ReINVESTMe may be combined with other instructions to Purchase those same Securities which may result in a more or less favourable price than if your instruction had been carried out separately;
- l) you understand that the market price of Securities is subject to change from time to time. The price of, and income from,

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Securities may go down as well as up which may result in you receiving less than you originally invested. Historical performance is no indicator of future performance. You can obtain up-to-date information on the market price of the Securities by visiting the ASX website and entering the ASX code for the relevant Company;

- m) any dealing activity under ReINVESTMe is available on an execution-only basis;
 - n) neither we nor the Company provide, or will provide, any investment, taxation, legal or other advice in connection with ReINVESTMe. We make no recommendations with respect to any Securities or whether you should enrol in or continue to use ReINVESTMe. To the extent any of the Key Documents include financial product advice, the advice has been prepared without taking into account your objectives, financial situation or needs. Because of that, you should, before acting on any such advice, consider the appropriateness of the advice, having regard to your objectives, financial situation and needs;
 - o) you should exercise your own judgement when making any decision in relation to dealing in Securities and ensure that ReINVESTMe meets your requirements. If you are unsure of what action to take you should seek independent professional advice;
 - p) it is solely your responsibility to ensure that you are legally permitted to enrol in and reinvest your Dividends in a Company using ReINVESTMe including by complying with any Securities trading policy of the Company (however defined) that is applicable to you, by completing any necessary formalities that we or the law requires and informing yourself or obtaining advice about and observing any applicable legal and regulatory requirements including any reporting, tax or exchange control requirements as these relate to your enrolment in and use of ReINVESTMe;
 - q) where these terms and conditions have been received in a country where the provision of ReINVESTMe or any part of these terms and conditions would be contrary to local laws or regulations or that would require us to comply with local governmental or regulatory procedures or legal formalities, these terms and conditions should be treated as being for information purposes only and you should not enrol in or use ReINVESTMe. Should it materialise that you are subject to the jurisdiction of such a country we may, at our discretion or at the direction of the Company, terminate your enrolment in ReINVESTMe, notify you that we have done so and return any Dividend monies that we hold for you after completing any transactions as described below and deducting any Fees that are owed by you in accordance with these terms and conditions. If we take such an action, to the extent permitted by law and regulation, any transactions that we have accepted but that have not settled prior to termination of your enrolment in ReINVESTMe will be completed;
- r) you can select a broker to Purchase securities on your behalf as an alternative to using ReINVESTMe. Some different features of each alternative are outlined below:
 - i. *Acquiring Securities through ReINVESTMe:*
 1. You can acquire Securities of a Company only out of your Dividends paid in respect of your Participating Securities in that Company.
 2. To participate, you need to be eligible to enrol as set out in section 3 and enrol in ReINVESTMe as set out in section 4 below.
 3. We will pay out of your Dividends the arithmetic average price of the Securities Purchased on ASX in the relevant batch as outlined in clause 9 of these terms and conditions. That price may be higher or lower than the price at which the broker we engage buys your shares on-market.
 4. The maximum amount of your Dividends in respect of your Participating Securities across all your securityholdings in any one Company in a Period which can be applied to Purchase Securities of that Company is \$30,000 subject to and in accordance with these terms and conditions.
 5. Your acquisition of Securities (if any) will occur at a time determined by reference to when we receive your Dividend on your behalf and when our broker Purchases Securities.
 6. You will pay Fees as specified in our FSG which may be higher or lower than you buying Securities through your own broker on ASX.

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ii. *Buying Securities through your broker on ASX:*

1. You can acquire any number of additional Securities. You are not confined to the amount of your Dividend or subject to limits on Dividends that can be reinvested and the extent of your participation and will not be subject to the ReINVESTMe eligibility criteria (although there may be other eligibility criteria).
2. If you have never used a broker then you must first appoint one to represent you and establish an account.
3. You will pay the market price at the time of the transaction – that price may be higher or lower than the acquisition price that you will pay through ReINVESTMe.
4. You can control the date on which your transaction request is acted upon through your specific instructions to the broker.
5. You must pay all brokerage that is agreed with your broker, plus any applicable GST which may result in brokerage charges that are higher or lower than the Fees that apply in connection with your participation in ReINVESTMe.

2. **Consent to electronic delivery of Documents and communication**

- a) By enrolling in ReINVESTMe you consent to receive the communications listed below electronically (or to receive an email notification that such communications are available electronically which may include via website) on an ongoing basis (regardless of whether an Event occurs) at the email address you have provided in Investor Centre in respect of each securityholding you have enrolled in ReINVESTMe (and not just Participating Securities) although if you have previously made communication choices and wish to reinstate these choices you may do so in Investor Centre after enrolling in ReINVESTMe:
- i. the Company's annual meeting notices, proxy statements, proxy cards and annual reports;

- ii. the Company's financial information, including interim financial statements or periodic reports;
- iii. statements of activity; and
- iv. the Company's announcements such as press releases and marketing materials

together, the '**Documents**'.

We may send you one or more of the Documents in hard copy if we or the Company, acting reasonably, consider that the circumstances require such Document(s) to be sent to you in hard copy.

- b) By enrolling in ReINVESTMe you consent to receive the ReINVESTMe Documents electronically (or to receive an email notification that ReINVESTMe Documents or communications are available electronically) on an ongoing basis (regardless of whether an Event occurs) at the email address you have provided in Investor Centre for use with ReINVESTMe in relation to your Participating Securities.
- c) You authorise us to communicate with you by electronic means or, if reasonably required or specifically contemplated in these terms and conditions, in paper form or by telephone.
- d) We will email you the ReINVESTMe Documents or let you know when the ReINVESTMe Documents are available online by emailing you a notice that includes instructions for retrieving the ReINVESTMe Documents electronically. We reserve the right to send ReINVESTMe Documents in paper form.
- e) You agree that it is your responsibility to access and review all communications from us and to keep us updated as to your current email address. Under no circumstances will we be liable for any costs and/or damages of any kind that result from the use of, or inability to use, any electronic communication services as set out in these terms and conditions if you fail to do so.
- f) By enrolling in ReINVESTMe and agreeing to receive ReINVESTMe Documents and Documents electronically, you agree and confirm that you:
 - i. have access to email;
 - ii. will notify us if you no longer have access to email or if your email address changes; and

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- iii. may incur usage charges from your internet service provider or telecommunications provider (or both).
 - g) An email address howsoever provided with respect to ReINVESTMe will override any email address provided in respect of your Securities except where otherwise stated in these terms and conditions.
 - h) If you revoke your consent to electronic communication and delivery of the ReINVESTMe Documents, you can no longer use ReINVESTMe and we reserve the right to terminate your enrolment in ReINVESTMe at or after the next Election Date.
 - i) If we receive a notice from your electronic delivery method indicating that our electronic communication has bounced back or otherwise failed, you agree that, as it is your responsibility to ensure we have an up to date email address that can receive emails from us, we are not responsible for your failing to receive the electronic communication and we reserve the right to terminate your enrolment in ReINVESTMe at or after the next Election Date unless you resolve the issue causing the bounce back or delivery failure before the Election Date and inform us of the same.
- institutional investors or financial intermediaries.
 - b) If Securities are jointly held by two or more joint holders, and one or more of the joint holders of the Securities is not an Eligible Shareholder, none of the joint holders can enrol in ReINVESTMe with respect to the Securities jointly held.
 - c) You must immediately notify us if you enrol in ReINVESTMe and subsequently do not meet one or more of the criteria in clauses 3(a) or 3(b).
 - d) We, acting reasonably, have the discretion to refuse to accept any of your Securities for enrolment in ReINVESTMe and to suspend or withdraw your Securities from enrolment (including declining to transfer or reducing the number of Securities to be transferred under ReINVESTMe to you) if we consider that the enrolment of those Securities or the transfer of any or all of those Securities under ReINVESTMe to you might:
 - i. breach any law of Australia including the Listing Rules or the Constitution; or
 - ii. prejudice the effective operation of ReINVESTMe.

3. Eligibility to enrol in ReINVESTMe

- a) You are an Eligible Shareholder if, as at each Election Date, you:
 - i. have access to email;
 - ii. have an individual, joint or company security holding with a current balance of Securities that is broker or issuer sponsored in a Company of which CIS is its securities registry;
 - iii. have an Investor Centre account;
 - iv. have permission to enrol in ReINVESTMe from any other Eligible Shareholder or person who has a legal right to the Securities;
 - v. reside in Australia and the address in the Company's securities register associated with the securityholding(s) you wish to enrol is in Australia;
 - vi. do not have an omnibus securityholding; and
 - vii. are not a professional investor. ReINVESTMe is not designed for and may not be used by

In making a determination under this clause, we may consider, among other things, any actual or anticipated inconvenience or expense in allowing, or investigating the possibility of allowing, such enrolment and will, where reasonably practicable and lawfully permissible, notify you of our determination.

4. How to enrol in ReINVESTMe and manage elections

- a) Enrolment is voluntary, may be varied or terminated in accordance with these terms and conditions, and is not transferable.
- b) Enrolment can only occur via Investor Centre and is effective from when we accept your complete and validly submitted Enrolment Notice.
- c) An Enrolment Notice validly submitted and received by us in accordance with clause 16 on or before an Election Date and accepted by us remains in effect until an Event occurs. Following an Event, you will need to re-enrol in ReINVESTMe if you wish to participate again.

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- d) Enrolment Notices received after an Election Date (having regard to when notices are taken to be received by us in accordance with clause 16) in respect of a Dividend are not effective in respect of that Dividend but are effective in respect of subsequent Dividends, if there are any, unless an Event has occurred.

5. Selecting Securities to enrol in ReINVESTMe

- a) Subject to this clause, you need to complete a separate Enrolment Notice for each Company whose Dividends you wish to participate in ReINVESTMe.
- b) If you have more than one securityholding in a particular Company and wish to enrol multiple securityholdings in a Company into ReINVESTMe then you must complete a separate Enrolment Notice for each such securityholding and these terms and conditions will apply to each securityholding separately. If you would like to combine your securityholdings in a particular Company please contact CIS for issuer sponsored securityholdings or contact your broker for broker sponsored securityholdings.
- c) You can make the following elections for each securityholding that you wish to enrol in ReINVESTMe:
- i. "Partial Participation" – meaning a specific number of Securities will participate in ReINVESTMe out of the total securityholding – for example, 100 out of 500 Securities in a single securityholding. This means the number of Securities enrolled will not change over time unless you submit an updated or further Enrolment Notice in Investor Centre. If at a Dividend Record Date the number of Securities you hold is less than the specified number of Participating Securities, ReINVESTMe applies to the lesser number of Securities (and you are deemed to have submitted an Enrolment Notice to this effect for the relevant Dividend). Selecting Partial Participation also means that Securities you acquire (whether through ReINVESTMe or otherwise) after enrolment in ReINVESTMe will not be Participating Securities unless you submit an updated or further Enrolment Notice in Investor Centre in accordance with these terms and conditions;

- ii. "Full Participation" – this includes, under each securityholding, any Securities you subsequently acquire under that securityholding (including those that are allocated under ReINVESTMe); or
- iii. "Percentage Participation" – for example, 50% of a securityholding. This means the number of Participating Securities may change over time as the number of Securities in each securityholding changes however the percentage will not change unless you submit a further or updated Enrolment Notice in Investor Centre. A Percentage Participation election will be rounded down to the nearest whole number of Securities.

6. Reinvestment of Dividends and pooling

- a) Each Dividend paid to you in respect of Participating Securities will be directed to us and received into our trust account for holding Dividends of all Participants pending application on your behalf to Purchase additional Securities in accordance with these terms and conditions. You acknowledge and agree that the direction of your Dividend to us constitutes payment of the Dividend by the Company on your Participating Securities.
- b) Despite anything else in these terms and conditions, ReINVESTMe will only be applied to two Dividends in a Period and each Dividend must not exceed a maximum of \$15,000 per Dividend across all your securityholdings in the Company. If any Dividend exceeds this amount, or you receive more than two Dividends the amount of the excess and any additional Dividends will be held for you as residual Dividends pursuant to clause 10 of these terms and conditions.
- c) If the Company does not pay you a Dividend or if your Dividend plus any residual Dividend we hold for you is not sufficient to Purchase any Securities, there will be no Purchase and your Dividend will be treated as a residual Dividend in accordance with clause 10.
- d) Only Dividends from the Company can be used to purchase Securities under ReINVESTMe. You cannot contribute funds that do not arise from a Dividend or use a Dividend from the Company to purchase securities in another Company or any other entity under ReINVESTMe.

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- e) The amount of your Dividends that we use to pay for Securities Purchased through ReINVESTMe (if any) may be more or less than the actual consideration that is paid by our broker for such Securities.

7. Purchases

- a) We and any entities we engage will, under these terms and conditions, apply the Dividend to the Purchase of additional whole Securities. ReINVESTMe does not support fractional entitlements in a Security and any residual amount following a Purchase will be held as a residual Dividend in accordance with clause 10.
- b) On or as soon as practicable after the Payment Date on a Business Day, we will instruct our broker to effect Purchases on market on the ASX in the ordinary course of trading.
- c) Subject to these terms and conditions, Purchases will be made on or soon as practicable after instructions are given to the broker (subject to any trading halts or other market disruptions).
- d) For the purpose of making Purchases on your behalf under ReINVESTMe, we may combine your funds with funds received from other Participants in the same Company and may submit combined Purchase requests in a batch to our broker as a single Purchase order.
- e) Our broker may execute a batch Purchase order in one or more transactions over one or more days, depending on market conditions.
- f) Depending on the number of Securities being Purchased and current trading volume in the Securities, a Purchase order for any one or more batches may only be partially filled or not filled at all on the trading day in which it is placed, in which case the batch order, or remainder of the batch order, as applicable, will be cancelled at the end of thirty (30) days in which case we will hold any monies relating to the Purchase as residual Dividends in accordance with clause 10. If the batch order in which your Purchase request was included is only able to be partially filled, the amount of Securities you will receive will be pro-rated based on the amount of funds you contributed out of the total funds contributed by all Participants for the batch order. You will still be charged the one-time processing fee for your Purchase request even if your order is partially filled.

- g) Other than as permitted by means of elections under clause 5(c), no Participant shall have any authority or power to direct the number of Securities Purchased or the time or price at which Securities may be Purchased or to select the broker or dealer through or from whom Purchases are to be made by us.

- h) The timing and price of any Purchases and whether Securities may be Purchased are dependent on various factors including market conditions and events for example market liquidity and any trading halts. Under no circumstance shall we, the Company or our agents be responsible or accept liability for these matters as they are beyond our reasonable control. Nor will we accept any responsibility or liability for any action taken or omitted to be taken by a broker or third party that is beyond our reasonable control including, without limitation, system outages or broker failures.

8. Allocations and statements

- a) The Purchase will settle following the standard market timetable and Securities will be allocated to you within two Business Days of settlement (and if the Purchase takes place over multiple days, within two Business Days of settlement of the final Purchase).
- b) Any Securities Purchased using your Dividend will be registered in your name under the securityholding from which the Dividend arose.
- c) If your securityholding is broker sponsored, your broker will also be notified once the Securities are allocated to your securityholding.
- d) After allocation, we will issue a statement by email showing the number of Securities held by you, the number of Participating Securities, the price per Security for any Purchases, any applicable Fees for each transaction, residual Dividends and any other details required by applicable law.
- e) You must maintain a record of the statement as it will not be stored in Investor Centre. The statement is your record of the cost basis of your Purchase and should be retained for income tax purposes. A service fee may apply if you instruct us to reissue any statements. See our FSG for further information.
- f) If we incorrectly allocate Securities to you, you agree that we may transfer them to the Participant to whom they should have been

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allocated or sell them and that if you have sold them we may use other amounts that we hold for you including any Dividends to Purchase the relevant amount of Securities to correct the error.

9. Allocation Price and maximum number of Securities

- a) The Allocation Price is not determined until the broker completes the trade.
- b) The Allocation Price is binding on all Participants and will be used to satisfy all allocations of Securities in respect of a Dividend.
- c) The maximum number of Securities that you can Purchase through ReINVESTMe across all your securityholdings in a Company out of any particular Dividend paid to you in a Period will be the result of the following equation:

$X / \text{Allocation Price}$ rounded down to the nearest whole number of Securities

where X means the amount of your Dividend (including any residual Dividend amount we hold under clause 10), less any Fees, up to a maximum amount of \$15,000.

10. Residual Dividend amounts

- a) If there is a residual Dividend amount after a Purchase, it will continue to be held by us on your behalf and be combined with any further Dividend directed to us. Subject to any Election Date considerations set out in clauses 11 and 12, as applicable, if under ReINVESTMe we hold over \$15,000 in Dividends for you, you can contact us to request the entirety of the residual Dividend amount to be paid to you. You can at any point contact us to ascertain the amount of the residual Dividends that we hold for you. If we hold less than \$15,000 on your behalf our intention is to continue holding it to combine with future Dividends (subject to the \$15,000 maximum amount across all your securityholdings in the Company) unless you terminate your enrolment.
- b) If an Event occurs that results in termination of your enrolment in ReINVESTMe, subject to any of these terms and conditions that apply to the Event, you agree that any residual or remaining Dividend amount will be treated in the following way within a reasonable period after the Event:

- i. \$10.01 and over that amount – the full amount will be returned to you via your previously nominated bank account; and
 - ii. \$10.00 and under that amount – as our costs in returning this amount to you may exceed this amount, you are taken to have directed us to donate the full amount to one or more registered charities (determined by us in our absolute discretion). You will not be issued with a receipt in connection with any donation so made on your behalf under this clause as it may be aggregated with other similar small amounts from other Participants for donation purposes, but on request we will confirm the amount donated as it relates to you.
- c) It is your responsibility to keep your bank account details up to date in Investor Centre. If we try to return funds to you and cannot do so for any reason, we will hold the funds for you until you contact us to receive them or we are required to pay the funds in accordance with applicable laws relating to unclaimed money.

11. Varying or terminating an enrolment

- a) You may at any time (subject to the time we are taken to receive notices from you under clause 16) vary the elections you have made under clause 5(c) or the information you have provided with respect to an enrolment or terminate an enrolment or all of your enrolments in ReINVESTMe via Investor Centre.
- b) You acknowledge and agree that if we receive (having regard to the time that we are taken to receive notices from you under clause 16), notice of a variation or termination on or after an Election Date, notwithstanding that it is prior to the Payment Date, Securities will be Purchased in accordance with elections you have previously made and your remaining Dividend amount cannot be withdrawn from ReINVESTMe prior to such Purchase.
- c) If an Event occurs, any future Dividends that might be declared on the Securities will be paid in cash outside of ReINVESTMe unless you successfully enrol in ReINVESTMe again with respect to the Securities or you elect to enrol in a Company sponsored DRP (if available).

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12. If you sell your Participating Securities

- a) If you dispose of all your Securities in a securityholding, you are deemed to have terminated your enrolment in ReINVESTMe for the relevant securityholding on the date the Company registered a transfer or instrument of disposal.
 - b) If you have elected Partial or Percentage Participation and you dispose of part of your securityholding the Securities disposed of are no longer Participating Securities and the Securities that you continue to hold can only remain as Participating Securities if any elections under clause 5(c) you have made with respect to your Participating Securities can continue to be applied to your continuing Securities or you change your elections through Investor Centre (having regard to the time we are taken to receive notices from you under clause 16) before any further Dividend is paid so that new elections may be applied to your continuing Securities until such time as there is another Event.
 - c) If you sell your Participating Securities two or more days after a Dividend Record Date for a Dividend in respect of those Participating Securities but before the Payment Date we will still Purchase and allocate Securities to you under ReINVESTMe. Dividends or any residual Dividends cannot be withdrawn from ReINVESTMe prior to the completion of that Purchase.
 - d) You acknowledge and agree that if you receive a benefit, such as a Dividend, after your Securities are sold, you may be required by law to transfer that benefit whether in Securities or cash to the new owners of the Securities and agree and acknowledge that we may act as your attorney and agent to complete all necessary formalities in such circumstances.
- iii. you notify us or we otherwise become aware you are not eligible or permitted to use ReINVESTMe by local legislation and/or regulation or under these terms and conditions.
 - b) Where termination occurs under clause 13(a) we will give you electronic notification of such termination to your email address or, if such email address is unavailable or invalid, via post to your registered address (in each case as provided in Investor Centre) as soon as practicable (unless we are prevented from doing so by law). We will only give you prior notice if we are reasonably able to do so.
 - c) Your enrolment in ReINVESTMe will also terminate although we will not give you notice if:
 - i. you sell all your Participating Securities; or
 - ii. you become deceased, bankrupt or mentally incapacitated.
 - d) If we receive formal notice of your death, bankruptcy or mental incapacity, your enrolment terminates on the date we receive the notification.
 - e) The death, bankruptcy or winding-up of one or more joint holders after enrolment in ReINVESTMe does not automatically terminate enrolment, provided any remaining holder(s) is an Eligible Shareholder.
 - f) To the extent permitted by law, termination will be without prejudice to the completion of any transactions already initiated.
 - g) On termination for any reason (including by you as provided in clause 11) you will remain responsible for any Fees applicable to you that remain unpaid at the time of termination.
 - h) Any termination will be without prejudice to any other rights or remedies a party may be entitled to under these terms and conditions or at law and shall not affect any accrued rights or liabilities of either of the parties nor the coming into or continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.
 - i) We may also terminate your enrolment in any other circumstance upon giving you 60 days' notice.

13. Termination by us

- a) Your enrolment in ReINVESTMe will terminate automatically and with immediate effect if:
 - i. we are unable to continue to operate ReINVESTMe with respect to your enrolment or at all due to regulatory or other reasons; or
 - ii. our appointment as the registry provider to a Company with respect to which your enrolment relates terminates; or

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14. Suspension

- a) Your enrolment will be suspended effective immediately if a Control Transaction is publicly proposed in relation to a Company to which your enrolment relates and the suspension will continue until any proposed Control Transaction has ended. We will provide electronic notification to your email address or, if such email address is unavailable or invalid, via post to your registered address (in each case as provided in Investor Centre) as soon as practicable if this occurs.
- b) Acting reasonably (including in the circumstances contemplated by clause 18(k)), we may also suspend the availability of ReINVESTMe in its entirety or only with respect to one or more enrolments effective immediately upon electronic notification to your email address or, if such email address is unavailable or invalid, via post to your registered address (in each case as provided in Investor Centre).
- c) For the period ReINVESTMe is suspended in its entirety, all enrolments in ReINVESTMe will also be suspended and all Participating Securities are deemed not to be Participating Securities for the purpose of any Dividend. If ReINVESTMe is suspended in respect of one or more enrolments only, ReINVESTMe will only be suspended with respect to the Participating Securities to which such enrolments relate.
- d) Any suspension will continue until such time as we reinstate ReINVESTMe, the Participating Securities or your participation is terminated.
- e) Following a suspension under this clause 14, ReINVESTMe or Participating Securities may be reinstated by notification on our website or Investor Centre. Upon reinstatement of ReINVESTMe or Participating Securities, all prior elections will be reinstated and will continue to apply until an Event occurs unless we tell you otherwise.

15. Fees

- a) We will deduct Fees before the Purchase of Securities under ReINVESTMe. Please refer to the FSG for details.
- b) We may, by giving you at least 30 Business Days' written notice via email, increase Fees or introduce new Fees in relation to ReINVESTMe. No increase in Fees or new Fees will be backdated. If you do not agree to any

increased Fees or new Fees, you may terminate your enrolment before the increased or new Fee is applied, otherwise you will be taken to have agreed to such increased or new Fees.

- c) If we or the Company are permitted under these terms and conditions or required by applicable law to deduct any amount from any Dividend due to you, we or the Company may do so.
- d) You will remain solely responsible for any taxes payable by you on your Dividend(s).
- e) The tax consequences of enrolling in ReINVESTMe can vary depending on each Participant's tax situation. You are responsible for determining the tax implications of ReINVESTMe enrolment and should consult with your tax advisor with respect to your tax affairs including as a result of your enrolment in ReINVESTMe.
- f) You acknowledge and agree that Dividends reinvested under ReINVESTMe will be assessable for applicable income tax in accordance with applicable taxation laws.
- g) Neither the Company nor we (or any of our Related bodies corporate, officers, employees, representatives or agents):
 - i. take any responsibility or assume any liability for, or as a consequence of, the tax liabilities of any person or entity in connection with ReINVESTMe; and/or
 - ii. represent or warrant that any person will gain any taxation advantage or will not incur a taxation liability or disadvantage as a result of enrolment in ReINVESTMe.
- h) In accordance with taxation laws, we will report to the relevant government taxation body any Dividend that is directed to us under ReINVESTMe that relates to a period of 1 July to 30 June in which you would have received it.

16. Contacting each other

- a) All instructions regarding ReINVESTMe sent by you to us must be provided via Investor Centre unless we permit otherwise in accordance with clause 1(c) and are taken to have been received on the next Business Day to allow us time to receive and process your instruction. We reserve the right not to act on an instruction from you if we consider it is unclear

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or otherwise cannot reasonably be acted upon. We will notify you as soon as practicable if that is the case.

- b) We will accept enquiries via phone or email.
- c) If we send you notices they will be treated as received by you:
 - i. if sent by hand or courier, at the time of delivery;
 - ii. if sent by post, two Business Days from the date of posting in the case of inland mail or five Business Days from the time of posting in the case of mail sent outside of Australia; and
 - iii. if sent electronically, at the time of despatch (and, subject to clause 16(d), even if we receive an automated notice that it has not been received),
as applicable.
- d) If we receive an automated notice that you have not received an electronic notice or other electronic communication we may seek to contact you by another means available to us so that you can address the issue causing the automated notice but under no circumstances are we liable if we do not do so or are unable to get hold of you as it is your responsibility to ensure we have an update to date email address that can receive emails from us.
- e) Unless these terms and conditions say otherwise, any instructions, notices or other communications that you or we send under them will only be valid if they are in writing.

17. Complaints

- a) Please refer to our FSG as to how we handle complaints.

18. Limitations of liability

- a) We will take reasonable care in operating ReINVESTMe.
- b) Except as otherwise stated in these terms and conditions, in no circumstances will we be liable to you or you will be liable to us for any economic (including loss of profits or loss of opportunity), incidental, indirect or consequential loss.
- c) To the fullest extent permitted by law, we accept no liability whatsoever for any loss or

damage suffered by you or any other person, or for any loss or damage arising in relation to, or in in way in connection with ReINVESTMe including:

- i. any error, omission or invalidity in, or non-receipt of, your instructions;
- ii. any action taken by us in receiving or carrying out your instructions;
- iii. any failure or refusal by us to receive or carry out your instructions;
- iv. any delay, omission or interruption in us receiving or acting on your instructions;
- v. delay in the execution of your instructions arising from a review of your instructions by us or the broker; and/or
- vi. any cause beyond the reasonable control of us or the broker (including but not limited to any fault, error, defect, non-availability or engineering of any computer systems),

unless such loss or damage arises from (and only to the extent that it directly arises from) a breach of these terms and conditions by us that is more than trivial or our wilful default, fraud or negligence.

- d) To the fullest extent permitted by law, you agree that if we are liable to you under these terms and conditions, our liability is limited to putting you in a similar position to that which you would have been in had we complied with these terms and conditions (except to the extent a breach may be trivial), not been negligent or acted without wilful default or fraud but only so far as reasonably possible and without accepting responsibility for any market movements or other matters for which our liability is limited under these terms and conditions. This may include, as the case requires:
 - i. acquiring or transferring additional Securities that should have been acquired for you (if applicable, using your Dividends and after deduction of Fees);
 - ii. selling or transferring Securities that were acquired for or allocated to you when they should not have been;
 - iii. refunding to you the portion of Dividends that we held for you and applied to the acquisition of any excess Securities; and/or

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- iv. recalculating an Allocation Price if we calculated it incorrectly.
- e) Acting reasonably, we reserve the right without notice to you to:
 - i. make any technical or other changes we consider necessary or desirable to upgrade the operation of ReINVESTMe; and/or
 - ii. vary the mode of operation, or the facilities, of ReINVESTMe. We shall not be responsible in the event that any upgrade to ReINVESTMe means that you are no longer able to access ReINVESTMe.
- f) To the fullest extent permitted by law we will not be liable to you or any other person:
 - i. for any inability to use, interruption to or non-availability of ReINVESTMe or Investor Centre due to us upgrading or otherwise working on our systems or in circumstances where your enrolment has terminated or we have suspended the operation of ReINVESTMe in accordance with these terms and conditions or for any other reason not within our reasonable control; and
 - ii. an unlawful interception of any message or instructions sent to us.
- g) We will maintain business continuity arrangements to provide ReINVESTMe in any contingency for which we can reasonably plan. We shall not be responsible for delays or failure to perform any of our obligations due to acts affecting our business continuity beyond our reasonable control.
- h) You acknowledge that at no point will we be responsible or liable for any market fluctuations or change in the value of the Securities (as applicable).
- i) Any ReINVESTMe Documents or Documents sent to you will be sent at your own risk and we accept no liability for you not receiving any ReINVESTMe Documents or Documents after we have despatched them to you.
- j) You agree that you are responsible for keeping your Security Details secure and that we are entitled to assume that any instruction we receive which reasonably appears to have been sent by you or using your Security Details has been authorised by you. We will not be required to establish the authority of anyone quoting or using your Security Details. You must contact us immediately if you suspect that your Security Details have been disclosed to, or obtained by, a third party without your authorisation. Until such notification is received and acknowledged by us, we will assume that any instructions received in electronic form, which have been authenticated by your Security Details are genuine, valid instructions from you and we will act in accordance with them and will not be liable for doing so. You will be responsible and liable for all instructions given to us (including instructions given on your behalf) and any resulting transactions.
- k) We will maintain reasonable controls to limit our risk of being subject to cybersecurity attack or other form of unauthorised access or data leak but cannot guarantee that any such circumstances can never occur or that no person can unlawfully obtain and use your Security Details or other information. If we become aware of a cybersecurity attack or other unauthorised access or data leak that has resulted in third persons unlawfully obtaining access to your Security Details or other information from us, we will seek to suspend ReINVESTMe as soon as practicable after becoming so aware but to the fullest extent permitted by law, we will not be liable for any loss or damage arising to you or any other person before such suspension is in place.
- l) We will not be liable to you for any loss or liability suffered or incurred by you as a result of us acting in accordance with these terms and conditions.
- m) You acknowledge that the internet is not an entirely reliable medium. The delivery time for instructions or other communications using the internet including by email may vary considerably depending on your internet service provider, your computer system, the way in which the instruction has been routed on the internet, and on third party providers.
- n) You acknowledge that the internet is not an entirely secure environment. For this reason, despite the security measures we implement we cannot guarantee that any message or instructions sent using the internet will be incapable of being intercepted, read or copied by an unauthorised third party or parties.
- o) You should be aware that from time to time access to ReINVESTMe may not be available due to planned maintenance and we will provide notice of this wherever practicable.

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Whilst we will endeavour to complete such maintenance outside of ASX trading hours this may not always be possible. We will not be liable to you for any loss suffered or incurred by you due to the unavailability of ReINVESTMe as a result of planned maintenance.

- p) You indemnify us fully (and agree to promptly make payment on receiving a demand from us) and hold us harmless (and keep us indemnified and held harmless) from and against any and all loss or liability (including taxes charged to us) whatsoever which may be suffered or incurred by us, which relates to or arises, directly or indirectly from, your use of ReINVESTMe and the lawful and proper carrying out of our obligations to you in accordance with these terms and conditions including as a result of acting on instructions we receive from you or which are given on your behalf by person that we reasonably believe is you or duly authorised by you or your failure to comply with:
- i. your obligations under these terms and conditions;
 - ii. applicable law; and/or
 - iii. any provision of the Constitution.

We will mitigate our loss to the extent we are reasonably able to.

- q) The indemnity in clause 18(p) will not apply and you will not be liable in respect of losses or liabilities which have resulted from:
- i. the fraud, wilful default or negligence of any member of the Computershare Group (or their officers, employees, agents or subcontractors);
 - ii. a material breach by us of a term of these terms and conditions (unless caused by you or someone acting on your behalf or who reasonably appears to us to be you or someone acting on your behalf or in circumstances beyond our reasonable control); or
 - iii. circumstances where we are prohibited from receiving an indemnity pursuant to applicable laws or regulations, but only to the extent of such prohibition.
- r) In this clause, you agree that the expressions "we", "us" and "our" will include and refer to

each member of the Computershare Group and their officers and employees, and us, in receiving such indemnity, is acting for itself, and on behalf of the other members of the Computershare Group and their officers and employees. This indemnification will survive the termination of these terms and conditions.

- s) Other than as set out in these terms and conditions, we, the Company and each of our officers, employees, agents or advisors are not liable or responsible to you for any loss or alleged loss or disadvantage you suffer or incur as a result, directly or indirectly, of any one or more of:
- i. the establishment or operation of ReINVESTMe;
 - ii. enrolment or non-enrolment in ReINVESTMe; or
 - iii. any advice given to you with respect to enrolment in ReINVESTMe by any person.

19. Amendments to these terms and conditions or to ReINVESTMe

- a) Subject to clause 15(b) we may amend these terms and conditions from time to time upon giving prior notice to you. If you do not terminate your enrolment in ReINVESTMe by notice to us that is taken to be received in accordance with clause 16 on or before the date the amendments take effect you agree that the amended terms and conditions apply to your continuing enrolment in ReINVESTMe.
- b) Any amendment to these terms and conditions takes effect upon the date we specify in our notice to you, acting reasonably, and does not give rise to any liability on our part or right of action against us.

20. Privacy and confidentiality

- a) We will collect personal data from you or about you from the Company in providing ReINVESTMe. Any such personal data will be held and disclosed by us in accordance with applicable legislation and our Privacy Policy available via Investor Centre or our website. We will only hold, use or otherwise process such of your personal data as is necessary to provide you with ReINVESTMe and comply with applicable legal, regulatory and taxation requirements.
- b) We will keep any information of a confidential nature in confidence. However, any disclosure

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to a regulator or as permitted by law or by you is excepted.

21. General

- a) ReINVESTMe shall be governed by the laws of Victoria, Australia and you agree to submit for all purposes in connection with these terms and conditions to the exclusive jurisdiction of the courts of Victoria, Australia.
- b) Each of the provisions of these terms and conditions shall be severable and distinct from one another and if one or more of such provisions is invalid or unenforceable the remaining provisions shall not in any way be affected.
- c) If we do not enforce a term or condition, our rights to enforce the rest of the conditions or to enforce that term or condition at another time will not be affected. No conduct or delay on our part shall be taken as a waiver or variation of any rights unless we waive or vary a particular right in writing. No waiver or variation on a particular occasion will operate as a waiver or variation of any rights we might have in respect of any other matter.
- d) We will establish and maintain ReINVESTMe records that reflect each Participant's separate interest.
- e) We will tell you, on request, the manner in which we or you hold Securities under ReINVESTMe.
- f) We will not take or grant a security interest, mortgage, lien or other encumbrance over, or in relation to, the assets held under ReINVESTMe.

22. Interpretation

- a) A reference to a document, statute, regulation or other rule includes all amendments or supplements to, or replacements or novation of, that document, statute, regulation or other rule and a reference to a statute includes all regulations or instruments made under that statute.
- b) A word or expression defined in the Corporations Act has the meaning given to it in the Corporations Act.
- c) Where we have referred to a time of day this means Melbourne, Australia time, unless we say otherwise.

- d) Where we start a phrase with the words 'including' or 'include', the phrase is to be construed as illustrative only and does not limit the sense of the words preceding those terms.
- e) Unless otherwise determined by us, a reference to a price of Securities is to the Australian dollar amount rounded to four decimal places.
- f) Unless otherwise determined by us, a reference to a monetary value is to the Australian dollar amount.

23. Definitions

In these terms and conditions, unless the contrary appears:

- a) 'Allocation Price' means the price calculated by reference to the arithmetic average of the actual price paid for the batch of Securities and rounded down to the nearest whole cent.
- b) 'ASIC' means the Australian Securities and Investments Commission.
- c) 'ASX' means the Australian Securities Exchange, a financial market operated by ASX Limited.
- d) 'ASX Settlement' means the clearing and settlement facility operated by ASX Settlement Pty Ltd.
- e) 'ASX Settlement Operating Rules' means the operating rules of ASX Settlement.
- f) 'Business Day' means a day which is a business day under the Listing Rules.
- g) 'CIS' means Computershare Investor Services Pty Limited (ACN 078 279 277).
- h) 'Company' means an Issuer in which or in the managed investment scheme operated by which you hold Securities and in respect of which ReINVESTMe is made available.
- i) 'Computershare', 'us' or 'we' means Computershare Clearing Pty Limited (ACN 063 826 228 AFS Licence No. 234715) and any of its Related bodies corporate that it engages under ReINVESTMe.
- j) 'Constitution' means the constitution of the Company or the relevant managed investment scheme, as the case may be.

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- k) 'Control Transaction' means a transaction or proposed transaction that affects the control, or potential control, of:
 - i. where the relevant Securities are shares, a Company; or
 - ii. where the relevant Securities are interests in a managed investment scheme, the managed investment scheme to which those interests relate.
- l) 'Corporations Act' means the *Corporations Act 2001 (Cth)*.
- m) 'Dividend' means any dividend or distribution payment announced and payable by the Company in respect of the Securities.
- n) 'Dividend Record Date' in relation to a Company and a Dividend means the date and time, as determined by the Company, at which a person holds or is taken to hold Securities for the purpose of determining the entitlement of securityholders of the Company to the Dividend.
- o) 'DRP' means Dividend reinvestment plan.
- p) 'Election Date' means the Dividend Record Date plus one Business Day.
- q) 'Eligible Shareholder' has the meaning set out in clause 3 of these terms and conditions.
- r) 'Enrolment Notice' means an enrolment application validly completed and submitted in Investor Centre.
- s) 'Event' means any of the events described in clauses 11 to 14 inclusive.
- t) 'Fees' means the fees, costs and taxes described in the FSG.
- u) 'FSG' means the Financial Services Guide issued in relation to ReINVESTMe by us.
- v) 'Investor Centre' means CIS' Investor Centre website or app.
- w) 'Issuer' means a body that is Listed or that is the issuer of interests in a managed investment scheme that is Listed.
- x) 'Key Documents' means:
 - i. these terms and conditions;
 - ii. the FSG and any accompanying Fee Schedule;
 - iii. the terms and conditions of Investor Centre website or app (as applicable);
 - iv. any amended terms and conditions for ReINVESTMe notified to you from time to time;
 - v. the features of ReINVESTMe as set out on Investor Centre website or app (as applicable); and
 - vi. each Constitution.
- y) 'Listed' means included in the official list of ASX or another prescribed financial market operated in Australia.
- z) 'Listing Rules' means the ASX Listing Rules.
- aa) 'Participant' means any Eligible Shareholder enrolled in ReINVESTMe.
- bb) 'Participating Securities' means Securities that a Participant has validly elected for participation in ReINVESTMe or which are otherwise taken under these terms and conditions to participate in ReINVESTMe.
- cc) 'Payment Date' is the date determined by the Company as to when the Dividend will be paid.
- dd) 'Period' means each a consecutive 12 month period after commencement of ReINVESTMe in respect of the Company.
- j) 'Purchase' includes procure the purchase of.
- k) 'ReINVESTMe Documents' means any tax forms generated in connection with your enrolment in ReINVESTMe and any and all notifications required or permitted to be sent under ReINVESTMe.
- ee) 'Related bodies corporate' has the meaning in section 50 of the Corporations Act.
- ff) 'Securities' means shares or securities of the Company, or in the case of a managed investment scheme, interests, that are admitted to quotation on ASX or another prescribed financial market and 'securityholding' has a corresponding meaning.
- gg) 'you' or 'your' means you, the registered holder of Securities, who has enrolled in ReINVESTMe.