



**COUNT LIMITED**

**ACN 126 990 832**

**DIVIDEND REINVESTMENT PLAN BOOKLET**

*Disclaimer:*

*This booklet contains information in relation to the Count Limited (**Count**) Dividend Reinvestment Plan (**DRP**).*

*A copy of the rules of the DRP is included in this booklet, which you should read carefully before deciding whether to participate in the Count DRP. Any information provided by Count in this booklet is of a general nature only and does not take into account your personal circumstances. You should consult your own financial, tax, legal or other professional adviser if you are unsure about what is the best option for you.*

*Count Limited ACN 126 990 832*

**Share Registry**

Computershare Investor Services Pty Limited

GPO Box 2975

Melbourne VIC 3001 Australia

E [web.queries@computershare.com.au](mailto:web.queries@computershare.com.au)

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## About the Count Limited Dividend Reinvestment Plan

Count Limited (**Count**) has established the framework for a Dividend Reinvestment Plan (**DRP**) to enable Eligible Shareholders to re-invest Dividends in additional Shares in Count.

Capitalised terms not otherwise defined in this booklet have the same meaning as set out in the Rules in the next section of this booklet.

The Board will determine whether the DRP will apply with respect to each Dividend at the time it considers the declaration of that Dividend. Count will announce whether the DRP will apply with respect to a Dividend at the same time as that Dividend is announced.

This booklet contains information in relation to the DRP. Please read this booklet carefully. A copy of the Rules of the DRP is included in this booklet, which you should read carefully before deciding whether to participate in the DRP.

Any information provided by Count in this booklet is of a general nature only and does not take into account your personal circumstances. You should consult your own financial, tax, legal or other professional adviser if you are unsure about what is the best option for you.

## Key Matters

### Reinvestment of Dividends

The DRP offers a convenient way for you to increase your shareholding in Count by reinvesting some or all of your Dividends in additional Shares.

Shares will be issued or transferred to you at a price based on the Average Market Price for the Pricing Period less the Discount (if any) which the Board determines rounded to the nearest cent.

### Participation in the DRP is voluntary

You may apply to participate, change your level of participation, or cancel your participation in the DRP at any time and from time to time, provided a sufficient amount of notice is given. Once you elect to participate, your election will remain on foot even if the DRP is suspended by Count. In some cases, your election may remain on foot even where you sell all your Shares, if you then re-acquire Shares before the next Dividend Record Date. You may wish to update your participation and cancel it to avoid future participation. See the *FAQs and Rules* for more details.

## **Receipt of dividends in additional Shares, combination of Shares/cash or cash only**

The DRP provides you with flexibility to choose the way in which you receive the benefit of your Dividends in respect to which the DRP applies. If the DRP applies to a Dividend, you will have the option of receiving Shares, a combination of Shares and cash, or cash only.

## **No additional cost to participate**

You do not have to appoint a broker and you do not have to pay fees, brokerage or other administration costs to participate in the DRP.

## **Residual amounts are carried forward**

You will only receive a whole number of Shares under the DRP. Where the Allocation calculation would otherwise result in a fraction of a Share being Allocated to you, the cash amount attributable to that fraction will be retained (without interest) in your DRP account. Unless the Board determines otherwise, any residual amount in your DRP account will be added to your next Dividend in respect of which the DRP applies, for the purposes of calculating the number of Shares Allocated to you under the DRP in respect of that later Dividend.

## **Shares rank equally**

Shares issued under the DRP rank equally with existing Shares from the date of issue, unless the Board determines otherwise.

## **DRP statement**

A DRP statement will be provided to you after the time of a Dividend Payment in respect of which the DRP applies. Your DRP statement will include details of any Shares Allocated to you under the DRP and any residual amount carried forward in your DRP account or any residual amount returned to you.

## **DRP Rules**

The rules of the DRP are set out in the Rules, a copy of which is included in the next section of this booklet. This section of the booklet is only a summary of some of the features of the DRP and those Rules. Nothing in this section of the booklet or the DRP Specific Instruction Form is intended to modify or otherwise affect the Rules.

## **Where to find the DRP Specific Instruction Form**

You must use a DRP Specific Instruction Form (**SIF**) to apply to participate in the DRP, vary your participation or cancel your participation. This SIF can be obtained by contacting the Share Registry per the details below:

### **Share Registry**

Computershare Investor Services Pty Limited

GPO Box 2975

Melbourne VIC 3001 Australia

E [web.queries@computershare.com.au](mailto:web.queries@computershare.com.au)

The form can also be completed electronically on the Share Registry's website at [www.computershare.com.au](http://www.computershare.com.au).

## Frequently Asked Questions (FAQ)

**Q. Is participation in the DRP voluntary?**

A. Yes. If you don't want to participate in the DRP you don't have to do anything, and you will continue to be paid your Dividends in cash. Once you elect to participate, your election will remain on foot even if the DRP is suspended by Count. In some cases, your election may remain on foot even where you sell all your Shares, if you then re-acquire Shares before the next Dividend Record Date. You may wish to update your participation and cancel it to avoid future participation.

**Q. Who is eligible to participate in the DRP?**

A. The Board will determine whether the DRP will apply to a particular Dividend at the time it considers the declaration of that Dividend. You may participate in the DRP if your address on the register of shareholders is in Australia or New Zealand, unless you hold your Shares only on behalf of another person who resides outside Australia and New Zealand. In certain circumstances, the Board may allow participation by persons who reside outside of Australia and New Zealand or hold their Shares for persons who reside outside of Australia and New Zealand.

**Q. What do I have to do to participate in the DRP?**

A. To participate in the DRP you need to complete a DRP SIF and return it to the Share Registry. The Share Registry address is shown in the DRP SIF. You can also complete the DRP SIF electronically on the Share Registry's website at [www.computershare.com.au](http://www.computershare.com.au). Restrictions may apply to your ability to complete the DRP SIF electronically depending on the market value of your holding with the Share Registry.

**Q. Can I participate in the DRP in respect of some but not all of my Count shares?**

A. Yes. You can nominate a specific number of your Shares on the DRP SIF to participate in the DRP. This is referred to as 'Partial Participation'. In this case, only part of your Dividend will be reinvested in additional Shares when the DRP applies to a Dividend. The Dividend entitlement on the balance of your shareholding that is not participating in the DRP will be paid to you in cash.

**Q. When do I have to return my DRP SIF if I want to apply to participate in the DRP?**

A. For your DRP SIF to be effective for a Dividend in respect to which the DRP applies, it must be received by the Share Registry (either in paper format or completed electronically, if applicable) by 5.00pm Sydney Time on the business day after the Dividend Record Date (or such other time and date set by the Board). If your form is received or completed after this time, it will not become effective until the following Dividend.

**Q. Does the DRP apply in respect of every Dividend?**

A. No. In addition to varying, suspending or terminating the DRP, the Board may at any time determine that the DRP will not apply to a particular Dividend by making an announcement to the ASX to that effect. Count will announce to the ASX whether the DRP applies in respect of a particular Dividend at the same time that the Dividend is announced.

**Q. If I make an election of 'Full Participation' under the DRP, will all Shares acquired under the DRP be deemed to participate in the DRP in respect of subsequent Dividends?**

A. Yes. If you elect 'Full Participation', Shares issued or transferred to you under the DRP will participate in the DRP in respect of subsequent Dividends to which the DRP applies, until you make a change to your DRP participation election.

**Q. Am I able to make changes to my DRP participation?**

A. Yes. You can make changes at any time by notifying the Share Registry using the DRP SIF. For the change to be effective in respect of an upcoming Dividend, your DRP SIF must be received by the Share Registry (either in paper format or completed electronically) by 5.00pm Sydney Time on the business day after the Dividend Record Date (or such other time and date set by the Board).

**Q. What do I need to do if I have a number of shareholdings in Count?**

A. You must complete and lodge a separate DRP SIF for each of your shareholdings registered in different names or with a different Shareholder Reference Number (**SRN**) or Holder Identification Number (**HIN**).

**Q. Do I have to pay to participate in the DRP?**

A. No. You do not have to pay any brokerage, commission or other administration cost on Shares transferred or issued under the DRP.

**Q. At what price will Shares be issued or transferred to me under the DRP?**

A. Shares will be issued or transferred to you under the DRP at the Average Market Price for the period designated for pricing Shares issued or transferred under the DRP. The Average Market Price may be reduced by a Discount, which the Board may determine from time to time and announce to the ASX. Since the period for determining the Average Market Price will usually commence after the deadline for the receipt of the DRP SIF, this price will usually not be known at the time by which you will need to decide whether you will be participating in the DRP for the Dividend in question.

**Q. Does participating in the DRP restrict me from selling my Shares?**

A. No. Participating in the DRP does not restrict your ability to sell your Shares.

**Q. What happens if I am participating in the DRP and sell some or all of my Shares?**

A. Where you have elected 'Full Participation' and then dispose of some of your Shares, Dividends on all of your remaining participating Shares will continue to be reinvested under the DRP for each Dividend in respect to which the DRP applies.

Where you have elected 'Partial Participation' and you dispose of some of your Shares, then unless you have given sufficient notice beforehand, the Shares disposed of will be treated to the extent possible as coming from your Shares that do not participate in the DRP and the balance, if any, will be treated as coming from your Shares that do participate. In each case, if you later acquire more Shares, these will participate in the DRP to the extent indicated in your last DRP SIF.

If you have ceased to hold any Shares by the time of a Dividend Record Date, you are deemed to be ineligible to participate in the DRP at that Dividend Record Date and cancelled out of the DRP.

**Q. When will I receive details of Shares issued or transferred to me under the DRP?**

A. Following each Dividend Payment in respect to which the DRP applies, you will be sent a DRP statement setting out certain information about your participation in the DRP, including the number of Shares Allocated to you



under the DRP and the cash balance carried forward on any residual amount of the Dividend after that Allocation (representing a fraction of a Share after the calculation of the number of shares to be Allocated to you under the DRP in relation to that Dividend).

**Q. If I cancel my participation in the DRP or sell my Shares, or if Count terminates the DRP, what happens to any balance in my DRP account?**

A. If you cancel your participation in the DRP or sell your Shares, the DRP is terminated or suspended in accordance with the Rules, or if a period of 24 months or more has passed since Count determined that the DRP applies to a Dividend, any residual positive balance in your DRP account will either be paid to you in cash or donated to one or more registered charities selected by the Count (at the discretion of the Board).

**Q. Can the DRP be varied, suspended or terminated?**

A. Yes. The Board may vary, suspend or terminate the DRP at any time by notification to the ASX.

**Q. What about tax implications?**

A. Count recommends that you obtain professional taxation advice about the consequences of participating in the DRP. Please note that neither Count nor the Share Registry are in a position to answer enquiries concerning the financial, account, taxation or legal implications for Shareholders. Such enquiries should be addressed to your professional advisers.

## Count Limited Dividend Reinvestment Plan Rules

### 1. Definitions and interpretation

1.1 In these Rules, unless the context otherwise requires:

**Allocate, Allocated or Allocation** means:

- (a) the issue of new Shares to Participants under the DRP;
- (b) the transfer of Shares acquired for the purposes of the DRP to Participants under the DRP; or
- (c) any combination of the issue of new Shares to or the acquisition of Shares for Participants under the DRP,

as the case may be.

**Allocation Price** means the price at which Shares will be Allocated under the DRP calculated in accordance with rule 7.6.

**Count** means Count Limited ACN 126 990 832.

**ASX** means ASX Limited ACN 008 624 691 or the securities market which it operates, as the case may be.

**Average Market Price** for a period means the arithmetic average of the daily volume weighted average sale price (calculated to the nearest cent) of Shares traded on the ASX during the Pricing Period, excluding any trades that the Board considers may not be fairly reflective of natural supply and demand.

For the avoidance of doubt, the calculation of Average Market Price will disregard any crossings which occur off market (including, for example, any transaction described in the Operating Rules as a 'special crossing', crossings with price improvement which occur off market, crossings prior to the commencement of normal trading, crossings during the closing phase and the after hours adjust phase and any overnight crossings), and any overseas trades or trades pursuant to the exercise of options over Shares.

**Board** means the board of directors of Count.

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

**Discount** means the percentage discount (if any) determined by the Board from time to time to be applied in calculating the Allocation Price per Share under rule 7.7.

**Dividend** means any cash dividend per Share announced and payable by Count.

**Dividend Payment** for a Shareholder means the Dividend multiplied by the number of Shares held by that Shareholder as at the Dividend Record Date, less any withholding tax or any other amounts Count is entitled or required to deduct from the payment.

**Dividend Payment Date** means the date on which the Dividend is payable to Shareholders, as announced by Count to the ASX.

**Dividend Record Date** means the time and date, as determined by the Board, at which a Shareholder holds or is taken to hold Shares for the purpose of determining the entitlement of Eligible Shareholders to Dividends.

**DRP** means the Count Dividend Reinvestment Plan to which these Rules apply, as varied from time to time.

**DRP Specific Instruction Form** or **DRP SIF** means the form (whether in paper format or completed electronically, as applicable) relating to the DRP used to apply for participation in the DRP, or to vary or terminate a Shareholder's participation in the DRP, as approved by the Board from time to time.

**Eligible Shareholder** has the meaning given in rule 2.3.

**Full Participation** means a degree of participation in the DRP under which all of a Participant's Shares from time to time (subject to the limit imposed by the Maximum Participating Holding, if any) including Shares subsequently acquired by the Participant under the DRP or otherwise, are Participating Shares.

**Listing Rules** means the listing rules of the ASX and any other rules of the ASX that are applicable while Count is admitted to the official list of the ASX.

**Maximum Participating Holding** means the number of Shares (if any) determined by the Board from time to time under rule 5.1.

**Minimum Participating Holding** means the number of Shares (if any) determined by the Board from time to time under rule 5.1.

**Operating Rules** means the operating rules of ASX, as in force from time to time.

**Partial Participation** means a degree of participation in the DRP under which less than all of a Participant's Shares from time to time (or less than the Maximum Participating Holding (if any) of a Participant's Shares) are Participating Shares.

**Participant** means an Eligible Shareholder some or all of whose Shares are Participating Shares.

**Participating Shares** means Shares that an Eligible Shareholder has validly specified for participation in the DRP or which are otherwise taken under these Rules to participate in the DRP.

**Pricing Period** means in respect of a Dividend, the period of 5 Trading Days commencing on the second Trading Day after the applicable Dividend Record Date, or such other period determined by the Board in its absolute discretion.

**Requirements** means the *Corporations Act 2001 (Cth)*, the Listing Rules and the Operating Rules, as amended from time to time.

**Rules** means these rules of the DRP as varied from time to time.

**Shareholder** means a registered holder of Shares.

**Shares** means fully paid ordinary shares in the capital of Count.

**Share Registry** means Computershare Investor Services Pty Limited or any other share registry that maintains the share register of Count.

**Trading Day** means a full day (other than a day on which the ASX is closed or on which trading on the ASX is suspended) on which Shares are quoted, and not suspended from quotation or made subject to a trading halt on the ASX.

1.2 In these Rules, unless a contrary intention appears:

- (a) headings are for convenience only and do not affect interpretation and:
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;

- (d) other parts of speech and grammatical forms of a word or phrase defined have a corresponding meaning;
- (e) any reference in these Rules to any enactment, part of an enactment or the Listing Rules includes a reference to that enactment, part of enactment or those Listing Rules as from time to time amended, consolidated, re-enacted, replaced or as affected by instrument of waiver, exemption or modification and, in the case of an enactment, all regulations and statutory instruments issued under it;
- (f) unless otherwise expressly stated, “including” means “including but not limited to” and “include” and “includes” have corresponding meanings; and
- (g) a reference to a body, whether statutory or not:
  - (i) that ceases to exist; or
  - (ii) whose powers or functions are transferred to another body, is a reference to the body that replaces it or that substantially succeeds to its powers or functions.

## **2. Eligibility to participate**

2.1 Participation in the DRP is subject to these Rules.

2.2 Participation in the DRP:

- (a) is open to all Eligible Shareholders;
- (b) is optional and voluntary;
- (c) is not transferable; and
- (d) may be varied or terminated at any time in accordance with these Rules.

2.3 Subject to rules 2.4, 2.5, 2.6 and 2.9, an **Eligible Shareholder** is, in respect of a particular Dividend:

- (a) a Shareholder at that Dividend Record Date whose address in Count’s share register is in Australia or New Zealand, unless that person holds Shares only on behalf of another person who resides outside Australia and New Zealand and who would not themselves, if

named in the Count share register, be an Eligible Shareholder under rule 2.3(b); or

- (b) any other Shareholder at that Dividend Record Date in respect of whom the Board is satisfied that, or who has satisfied the Board that:
  - (i) the offer and issue or transfer of Shares under the DRP to that person is lawful and practicable in the jurisdiction in which they reside; and
  - (ii) that person does not hold Shares on behalf of any other person who would not, if named in Count's share register, be an Eligible Shareholder themselves.

2.4 Any Shareholder having a registered address or being resident in a country other than Australia or New Zealand may not be eligible to participate in the DRP because of the legal requirements applying in that country or other factors. The Board has discretion to determine whether any such Shareholder is excluded from participation in the DRP, including because such participation would require the issue of a prospectus under foreign law or other regulatory compliance which the Board determines would or may be excessive or impracticable.

2.5 The Board has discretion to refuse to accept any person's Shares for participation or continued participation in the DRP and to suspend or withdraw any person's Shares from participation, including if it considers that the participation of those Shares might lead to:

- (a) foreign persons or associates of foreign persons acquiring a substantial interest or an aggregate substantial interest in Count, or any other significant action or notifiable action for the purposes of *Foreign Acquisitions and Takeovers Act 1975* (Cth);
- (b) any breach of any law of Australia, the Listing Rules or the constitution of Count, or would otherwise prejudice the effective operation of the DRP;
- (c) a person acquiring a relevant interest in issued voting shares of Count that would result in that person's or someone else's voting power contravening Chapter 6 of the *Corporations Act 2001* (Cth);
- (d) an Eligible Shareholder splitting or manipulating a shareholding or acquiring Shares in order to increase the number of Shares that may be obtained under the DRP; or

- (e) undesirable or impracticable outcomes.
- 2.6 The Board has discretion to make a determination as to whether any particular Shareholder is an Eligible Shareholder within the terms of these Rules, and to change any such determination, as and when it sees fit.
- 2.7 If a Shareholder has more than one holding of Shares or holds shares on behalf of one or more beneficial owners:
- (a) each holding, or the parcel of shares held on behalf of a beneficial owner, will be treated as separate for the purposes of the DRP, such that a separate appropriately completed DRP SIF must be lodged with respect to each separate holding, or parcel held on behalf of a beneficial owner, that is to participate; and
  - (b) these Rules will apply as if each such holding, or parcel held on behalf of a beneficial owner, were held by a separate Shareholder, unless the Board determines otherwise.
- 2.8 If Shares are jointly held by 2 or more Eligible Shareholders, all joint holders of such Shares must sign a single DRP SIF (or it must be appropriately completed electronically, if applicable) for it to be valid. If one or more of the joint holders of the Shares is not an Eligible Shareholder, none of the joint holders can apply to participate in the DRP with respect to the Shares jointly held.
- 2.9 Notwithstanding anything else in these Rules, a "US person" (as defined in Regulation S of the U.S. Securities Act of 1933), or the estate of any deceased person where Count has been notified of the estate, is not an Eligible Shareholder.

### **3. Acceptance and continuation of participation**

- 3.1 Application to participate in the DRP must be made using a DRP SIF.
- 3.2 Subject to rule 3.4, upon receipt by the Share Registry of:
- (a) an appropriately completed and executed DRP SIF from an Eligible Shareholder; or
  - (b) a DRP SIF that has been appropriately completed electronically by an Eligible Shareholder (if applicable),

that Eligible Shareholder's participation will commence from:

- (c) if the DRP SIF is received by 5.00pm Sydney Time on the Business Day after the Dividend Record Date for a Dividend (or such other time and date set by the Board), that Dividend Record Date; or
  - (d) otherwise, the next Dividend Record Date.
- 3.3 A DRP SIF electing participation in the DRP validly submitted or otherwise accepted by Count will continue until:
  - (a) the Participant varies or terminates its participation in the DRP pursuant to these Rules;
  - (b) the termination or suspension of the DRP pursuant to these Rules; or
  - (c) the Participant ceases to be an Eligible Shareholder, in which case the DRP SIF will become effective again if and at such time as the Shareholder recommences being an Eligible Shareholder.
- 3.4 Count may:
  - (a) accept or reject a DRP SIF that is not properly completed or signed; and
  - (b) correct any error in, or omission from, a DRP SIF, before acceptance under rule 3.4(a).
- 3.5 Count will record, with respect to each Participant:
  - (a) the name and address of the Participant (being the name and address in Count's register of members, from time to time); and
  - (b) the number of Participating Shares held by the Participant from time to time, and Count's record will be conclusive evidence of the matters so recorded.

#### **4. Extent of participation**

- 4.1 Eligible Shareholders can elect to participate in the DRP for part or all of their holdings of Shares. A DRP SIF electing participation in the DRP must specify whether the Eligible Shareholder elects Full Participation or Partial Participation, and if Partial Participation is specified, the DRP SIF must specify the number of Shares that are to be Participating Shares. A DRP SIF that does not specify whether participation is to be full or partial, that specifies both, or that does not clearly identify the number of Participating Shares or identified a number of Participating Shares in excess of the



number of Shares currently held by the Participant (where Partial Participation is chosen), is deemed to be an election for Full Participation.

- 4.2 Under Full Participation, all Shares registered in the Participant's name from time to time, including Shares issued pursuant to the DRP, are Participating Shares subject to:
- (a) the Requirements;
  - (b) any changes to the extent of that Participant's participation; and
  - (c) the Minimum Participating Holding and Maximum Participating Holding (in each case, if any).
- 4.3 Under Partial Participation, only that number of Shares specified in the DRP SIF by the Participant as Participating Shares (being less than the Participant's total shareholding) are subject to the DRP (subject to the Minimum Participating Holding or the Maximum Participating Holding, if any). However, if at the relevant Dividend Record Date the number of Shares held by the Participant is less than the specified number of Participating Shares in the DRP SIF, the DRP will apply to the lesser number of Shares. Where a Shareholder elects Partial Participation, Shares in excess of the number specified as participating that are subsequently acquired by that Shareholder (whether under the DRP or otherwise), will not participate in the DRP unless that Shareholder alters the participation level in accordance with rule 11. The effect of this rule 4.3 is that where the Shareholder has disposed of Shares then acquired more Shares, newly acquired Shares will participate up to the number specified in the latest DRP SIF received by the Share Registry by 5.00pm Sydney Time (or such other time set by the Board) on the Business Day after the relevant Dividend Record Date.
- 4.4 If a shareholding account appearing in Count's register of members relates to a broker's clearing account, or a trustee or nominee, and the broker, trustee or nominee notifies Count that the relevant Shares are held for a number of different persons and specifies the number of Shares held for each of such persons (although the names of such persons need not be specified), then each such holding shall, from the date of such notification, be taken to represent a separate Shareholder for the purpose of Full Participation, Partial Participation, the Minimum Participating Holding (if any) and the Maximum Participating Holding (if any), and these Rules will be read and interpreted accordingly.

## **5. Minimum Participating Holding and Maximum Participating Holding**

5.1 The Board may determine:

- (a) a minimum permitted number of Participating Shares per Participant (whether in respect of a particular Dividend or Dividends generally); and/or
- (b) maximum permitted number of Participating Shares per Participant (whether in respect of a particular Dividend or Dividends generally),

from time to time by announcement to the ASX and in the absence of such a determination there is no limit on participation.

5.2 To the extent that a DRP SIF has specified a number of Participating Shares in excess of the prevailing Maximum Participating Holding (including an election of Full Participation where the number of Participating Shares would otherwise exceed that limit), for so long as that limit applies:

- (a) the number of Participating Shares for that Participant for the purposes of these Rules is deemed to be that limit; and
- (b) on each Dividend Record Date, any Shares specified in the DRP SIF as Participating Shares in excess of that limit (including an election of Full Participation where the number of Participating Shares would otherwise exceed that limit) are deemed not to be Participating Shares, and any Dividend payable in respect of them will be paid by Count in accordance with its usual arrangements for the payment of Dividends.

5.3 To the extent that a DRP SIF has specified a number of Participating Shares less than a prevailing Minimum Participating Holding (including an election of Full Participation where the number of Participating Shares would otherwise be less than that limit), for so long as that limit applies:

- (a) the number of Participating Shares for that Participant for the purposes of these Rules is deemed to be zero; and
- (b) on each Dividend Record Date, any Shares specified in the DRP SIF as Participating Shares less than that limit (including an election of Full Participation where the number of Participating Shares would otherwise be less than that limit) are deemed not to be Participating Shares, and any Dividend payable in respect of them will be paid by

Count in accordance with its usual arrangements for the payment of Dividends.

## **6. The effect of applying for participation**

6.1 By applying to participate in the DRP, the Shareholder:

- (a) warrants to Count that it is an Eligible Shareholder;
- (b) authorises Count (and its officers or agents) to correct any error in, or omission from, any DRP SIF that it submits;
- (c) acknowledges that Count may at any time irrevocably determine that the applicant's DRP SIF is valid, in accordance with these Rules, even if the DRP SIF is incomplete, contains errors or is otherwise defective;
- (d) acknowledges that Count may reject any DRP SIF;
- (e) consents to the establishment of a DRP account on its behalf;
- (f) consents to any residual positive balance produced by the calculation in rule 7.3 remaining in its DRP account rather than being paid, unless otherwise determined by the Board;
- (g) agrees to the appointment of a trustee or nominee (including a broker or the Share Registry) nominated by Count as the Participant's agent to acquire Shares, where Count decides to Allocate Shares to Participants by transferring existing Shares in accordance with rule 8;
- (h) consents to the donation of the residual positive balance in its DRP account to one or more registered charities, in the circumstances set out in these Rules;
- (i) acknowledges that Count may arrange for the DRP to be fully or partially underwritten in respect of any one or more Dividends;
- (j) acknowledges that neither Count nor the Share Registry (nor any of their respective officers, employees, representatives or agents) has provided the applicant with investment advice or financial product advice concerning its decision to apply to participate in the DRP and that neither has any obligation to provide this advice;
- (k) agrees to be bound by the constitution of the Count in relation to any Shares Allocated to it under these Rules;

- (l) acknowledges that Dividends reinvested under the DRP will be assessable for applicable income tax in the same way as cash Dividends;
- (m) acknowledges that neither Count nor the Share Registry (nor any of their respective officers, employees, representatives or agents) will be liable or responsible to the Shareholder for any loss or disadvantage suffered or incurred by it as a result, directly or indirectly, of the establishment or operation of the DRP or participation in the DRP or in relation to any advice given with respect to participation in the DRP;
- (n) warrants that its participation in the DRP complies with applicable law and that any governmental approvals or consents required for it to participate in the DRP have been obtained; and
- (o) unconditionally agrees to the Rules and agrees not to do any act or thing that would be contrary to the spirit, intention or purpose of the DRP, in each case, at all times until termination of the DRP or the Participant's participation in the DRP.

## **7. Reinvestment of Dividends and residual balances**

- 7.1 Each Dividend that is payable to a Participant in respect of Participating Shares will be applied by Count on the Participant's behalf in acquiring additional Shares by issue or transfer in accordance with these Rules.
- 7.2 Any portion of a Participant's Dividend Payment on Participating Shares that:
  - (a) is deductible by Count as withholding tax; or
  - (b) Count is entitled or required to withhold or deduct for any reason from the Dividend payable to the Participant,
 will not be applied to acquire or subscribe for Shares under the DRP.
- 7.3 Count will establish and maintain a DRP account for each Participant. Count will in respect of each Dividend payable to a Participant:
  - (a) determine the Dividend Payment in respect of that Participant's Participating Shares (including any amount to be withheld or deducted under rule 7.2);

- (b) credit the amount in rule 7.3(a) to the Participant's DRP account and that payment constitutes payment of the Dividend on the Participant's Participating Shares;
- (c) determine the maximum whole number of additional Shares that may be acquired under the DRP at the Allocation Price by dividing the amount in the Participant's DRP account by the Allocation Price and rounding that number down to the nearest whole number;
- (d) on behalf and in the name of the Participant, subscribe for or purchase that number of Shares and debit the Participant's DRP account with the total of the price for the Allocated Shares; and
- (e) subject to these Rules, retain in the Participant's DRP account, without interest, any accruing cash balance remaining (rounded down to the nearest cent unless and until the cash balance is applied in accordance with these Rules), unless the Board determines otherwise.

7.4 Except as set out in these Rules, as required by law or as determined by the Board, neither a Participant's DRP account nor any amount credited to it is transferrable.

7.5 Where:

- (a) the DRP is terminated or suspended by Count pursuant to these Rules;
- (b) 24 months has passed since Count determined that the DRP applies to a Dividend; or
- (c) the Participant ceases to participate in the DRP for any reason, any residual positive balance referred to in rule 7.3(e) remaining in that Participant's DRP account will either be paid to the Participant in cash or donated to one or more registered charities selected by Count (at the discretion of the Board). Participants will not be issued with a receipt in relation to such a donation.

7.6 Shares are Allocated under the DRP at the Allocation Price. The **Allocation Price** is the Average Market Price for the Pricing Period, less the Discount (if any which may be determined by the Board) rounded to the nearest cent.

7.7 A Discount (if any) or Pricing Period may be different from one Dividend to the next, and either may be determined or varied by announcement to the

ASX at any time, but any such variation will not apply to Dividends already announced.

## **8. Allocation of Shares**

- 8.1 Count may, in its absolute discretion, either issue new Shares or cause existing Shares to be acquired for transfer to Participants (or undertake a combination of both options), to satisfy its obligations under these Rules.
- 8.2 If Count determines to cause the transfer of Shares to Participants, those Shares may be acquired in the market or otherwise in such manner as Count considers appropriate.
- 8.3 All Shares newly issued under the DRP will, from the date of Allocation, rank equally in all respects with existing Shares.
- 8.4 Shares Allocated pursuant to the DRP will be registered on the share register on which the Participant already holds Shares or if the Participant holds Shares on more than one share register, on the share register that Count determines.
- 8.5 Count will make an application promptly after each Allocation of newly issued Shares for quotation of those Shares on the ASX (if required).
- 8.6 Shares will not be issued under the DRP if the issue would breach a provision of any applicable law.

## **9. Underwriting**

- 9.1 The Board may, on terms and conditions (including as to fees) in its absolute discretion, choose to partially or fully underwrite the DRP in respect of any Dividend with one or more underwriters.

## **10. DRP statements**

- 10.1 On or as soon as practicable after each Dividend Payment Date, Count will forward a statement to each Participant detailing information, including:
- (a) the number of the Participant's Participating Shares as at the relevant Dividend Record Date;
  - (b) the amount of the relevant Dividend Payment in respect of the Participant's Participating Shares (including any amounts withheld or deducted from the Dividend payable);

- (c) the number of Shares Allocated and the Allocation Price of each Share Allocated to the Participant under these Rules and the date of Allocation of those Shares;
- (d) the remainder of the Dividend Payment on the Participant's Participating Shares not applied towards Shares under the DRP (if any) and retained in the Participant's DRP account;
- (e) the Participant's total holding of Shares after Allocation;
- (f) the franked amount (if any) of the Dividend Payment and the franking credit (if any) attached to the Dividend; and
- (g) any other matters required by law to be included in a statement confirming a transaction of this nature.

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

11.1 A Participant may at any time give written notice to Count via the Share Registry using a DRP SIF to:

- (a) increase or decrease the number of Shares participating in the DRP (including by varying participation for Partial Participation to Full Participation, or vice versa); or
- (b) terminate its participation in the DRP,

in which case the alteration or termination takes effect in accordance with rule 3.2.

11.2 If a Participant increases the level of participation in the DRP to Full Participation, rule 4.2 applies.

11.3 If a Participant decreases the level of participation in the DRP or increases the level of participation in the DRP to a level below Full Participation, rule 4.3 applies.

11.4 If a Participant dies, participation in the DRP terminates upon receipt by Count of written notice of the death. If a Participant is declared bankrupt or is wound-up, participation in the DRP terminates upon receipt by Count of a notification of bankruptcy or winding-up from the Participant or the Participant's trustee in bankruptcy or liquidator, as the case may be. The death, bankruptcy or winding-up of one or more joint holders does not automatically terminate participation provided the remaining holder or all remaining joint holders are Eligible Shareholders.

11.5 Following termination of participation for whatever reason, (including termination of the DRP under rule 13) if the Participant or the Participant's legal representative requests a statement of the Participant's DRP account made out to the date of termination, Count will provide that statement.

## **12. Reduction or termination of participation where no notice is given**

12.1 Where all of a Participant's Shares are Participating Shares and the Participant disposes of some of those Shares, then subject to rule 11.1, the remaining Shares held by the Participant continue to be Participating Shares.

12.2 Where only some of a Participant's Shares are Participating Shares and the Participant disposes of part of the Participant's Shares, then unless the Participant advises Count via the Share Registry otherwise in writing at least 5 Trading Days prior to the disposal, the Shares disposed of will, to the extent possible:

- (a) first, reduce the number of Shares that are not Participating Shares that the Participant holds (if any); and
- (b) secondly, reduce the number of Participating Shares that the Participant holds (if any).

12.3 Where a Participant disposes of all Shares without notifying Count via the Share Registry of termination of participation and the Participant is not registered as a holder of any Shares on the following Dividend Record Date, the Participant is deemed to have terminated participation in the DRP with respect to the shareholding effective on that following Dividend Record Date.

12.4 For the purpose of this rule 12, a Participant 'disposes' of Shares if the Participant holds fewer Shares on a Dividend Record Date than the Participant held on the preceding Dividend Record Date.

## **13. Variation, suspension and termination of the DRP or these Rules**

13.1 The DRP or these Rules may be varied, suspended or terminated by the Board at any time by announcement to the ASX. Following suspension, the DRP or these Rules may be reinstated by the Board at any time by announcement to the ASX. The DRP and these Rules may be varied, suspended and reinstated more than once.



- 13.2 Without limiting its power under rule 13.1, the Board may, at any time, determine that the DRP will not apply to a particular Dividend by making an announcement to the ASX to that effect before the Dividend Record Date for the Dividend. A determination under this rule 13.2 suspends the DRP applying only to the Dividend to which the determination applies and the DRP will be taken to be reinstated immediately following the Dividend Payment Date of that Dividend, unless the Board determines otherwise. For the avoidance of doubt, where Count has announced that the DRP will operate in respect of a Dividend, the Board retains the discretion to suspend the DRP in respect of that Dividend at any time prior to the Dividend Payment Date.
- 13.3 The variation, suspension, termination or reinstatement takes effect on the date specified by the Board and the variation, suspension, termination or reinstatement does not give rise to any liability on the part of, or right or action against, the Board or Count or its officers, employees or agents.
- 13.4 If the DRP or these Rules are varied, a Participant continues to participate under the DRP and these Rules in their varied form unless the Participant terminates its participation in the DRP by submitting an appropriately completed DRP SIF in accordance with these Rules.
- 13.5 If the DRP is suspended, an election as to participation in the DRP will also be suspended and all Shares are deemed to be non-Participating Shares for the purpose of any Dividend paid while the DRP is suspended. Upon reinstatement of the DRP, unless the Board determines otherwise, all prior elections are reinstated subject to any DRP SIF validly submitted by the Shareholder by 5.00pm Sydney Time on the Business Day after the next Dividend Record Date (or such other time and date set by the Board) after the reinstatement of the DRP.

#### **14. Costs to Participants**

- 14.1 No brokerage, commission, or other transaction costs are payable by Participants in respect of Shares Allocated under the DRP. Count may, to the extent permitted by law, apply its funds in the payment of brokerage, commission or other transaction costs in respect of Shares Allocated under the DRP.

#### **15. Applications and other notices**

- 15.1 Applications and notices to Count must be:

- (a) in writing; or
- (b) submitted through the electronic platform provided for this purpose by the Share Registry (where permitted by the Share Registry),

and must comply with any form requirements or instructions provided with the application or notice and the terms and conditions of the electronic platform (if any).

15.2 Applications and notices are effective upon receipt by Count via the Share Registry subject to these Rules.

15.3 The accidental omission by Count or the Board to give any notice under these Rules to any Shareholder, the ASX or any other person under these Rules will not invalidate any act, matter or thing.

## **16. Taxation**

16.1 Neither the Board, Count nor its officers, employees or agents:

- (a) take any responsibility or assume any liability for, or as a consequence of, the tax liabilities of any person in connection with the DRP; nor
- (b) represent or warrant that any person will gain any taxation advantage, or will not incur a taxation liability or disadvantage, as a result of participation in the DRP.

## **17. General**

17.1 Any Dividend payable on Participating Shares that Count is entitled to retain as a result of a charge or lien in favour of Count in accordance with the constitution of Count, or other requirement of law, is not available for the purpose of participating in the DRP.

17.2 The Board may:

- (a) implement the DRP in the manner the Board thinks fit;
- (b) settle any difficulty, anomaly or dispute which may arise either generally or in a particular case in connection with, or by reason of, the operation of the DRP or these Rules as the Board thinks fit, whether generally or in relation to any Shareholder or DRP account or any Shares and the determination of the Board is conclusive and binding on all relevant Shareholders and other persons to whom the determination relates;

- (c) exercise powers, discretions, authorities and functions (including any power to make a choice, decision, determination or resolution) of Count under these Rules; and
  - (d) delegate any of its powers, discretions, authorities or functions under these Rules to any person or persons, including the Share Registry.
- 17.3 Neither Count nor any officer, employee, agent or adviser of Count is liable or responsible to any Participant for any loss or alleged loss or disadvantage suffered or incurred by a Participant as a result, directly or indirectly, of any one or more of:
  - (a) the establishment or operation of the DRP;
  - (b) participation in the DRP; or
  - (c) any advice given with respect to participation in the DRP by any other person.
- 17.4 Except as required by law, if Count is notified in connection with the DRP that any Shares are held for one or more different persons or beneficial owners, Count is not required to act upon, use or recognise this information for any purpose other than to treat the relevant Shares as separate holdings or parcels held by separate Shareholders to the extent required under these Rules.
- 17.5 The DRP, its operation, these Rules and any contracts arising under the DRP are governed by the laws of the State of New South Wales and each Shareholder submits to the jurisdiction of the Courts of that State and the Courts which may hear appeals from those Courts.
- 17.6 Despite anything else in these Rules, the Listing Rules and the *Corporations Act 2001* (Cth) prevail to the extent of any inconsistency with these Rules.
- 17.7 Participants are bound by the Rules of the DRP as modified from time to time.
- 17.8 The DRP commences on the date determined by the Board.

### **Where to send forms and who to contact if you have any questions**

Your DRP SIF should be returned to the Share Registry at the address below or completed electronically on the Share Registry's website at [www.computershare.com.au](http://www.computershare.com.au).

The Share Registry should also be your first point of contact if you have any questions about the operation of the DRP or the process by which Dividends will be reinvested under the DRP.

#### **Share Registry**

Computershare Investor Services Pty Limited  
GPO Box 2975  
Melbourne VIC 3001 Australia  
E [web.queries@computershare.com.au](mailto:web.queries@computershare.com.au)