

## **ANZ's DIVIDEND REINVESTMENT PLAN**

*Set out below are ANZ's Dividend Reinvestment Plan (DRP) Terms and Conditions.*

*Please read these Terms and Conditions carefully if you are considering making an election to participate in the DRP.*

*It is also very important to note that:*

*(i) participation in the DRP is available only in respect of ANZ's ordinary shares – no other ANZ securities may participate;*

*(ii) if a shareholder makes an election to participate in the DRP and also a separate election to participate in ANZ's Bonus Option Plan (BOP), the BOP election will have priority over the DRP election to the extent there is any conflict; and*

*(iii) if you make an election for the ANZ ordinary shares held by you on a particular holding to participate in the DRP and/or BOP, that election will continue to apply with respect to that holding unless and until that election is terminated or varied in accordance with the terms and conditions of the DRP/BOP. For example, if you sell all your ANZ ordinary shares on that holding and then, some time later, you acquire new ANZ ordinary shares on that same holding, your original DRP/BOP election will continue to apply to the newly acquired ANZ ordinary shares.*

### **Dividend Reinvestment Plan - Terms and Conditions**

#### **1. Participation in the DRP**

##### **1.1 Participation by Shareholders**

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

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

##### **1.2 Shareholders not eligible to participate**

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

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

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

## **2. Application to participate**

Application to participate in the DRP is to be made on the Election Form. Upon receipt by the Share Registrar of the Election Form correctly completed, a Shareholder will, subject to rule 12.1, participate commencing in respect of the next relevant Eligible Dividend.

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

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

## **3. Degree and limits on participation**

### **3.1 Degree of Participation**

Participation in the DRP may be either 'full' or 'partial' for:

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

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

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

Shares issued or transferred under the DRP will be added to those already participating in the DRP and unless the Shareholder notifies the Share Registrar otherwise, dividends paid in respect of these Shares will be automatically reinvested under the DRP.

### **3.2 Limit on DRP participation**

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

number of Shares participating will be that maximum number determined by the Board.

If:

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

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

#### **4. Operation of the DRP**

##### **4.1 Application of dividend**

The amount of each Eligible Dividend payable to a DRP Participant on DRP Shares (less Australian Withholding Tax if applicable) will be applied by the Company on the DRP Participant's behalf in subscription for, or to purchase, additional Shares. However, if an amount is payable on the DRP Shares and the Company is entitled to and does retain or otherwise deal with the amount in accordance with the Constitution or the requirements of any law, the amount shall not be available for the purposes of participating in the DRP.

##### **4.2 Bound by Constitution**

By applying to participate in the DRP a Shareholder agrees to be bound by the Constitution in respect of all Shares provided to the Shareholder under the DRP.

##### **4.3 DRP Account**

The Company will establish and maintain a DRP Account for each DRP Participant. For each Eligible Dividend payment on DRP Shares, the Company will for each DRP Participant:

- (a) determine any cash balance remaining from previous Eligible Dividend payments and held to the credit of the DRP Account of the DRP Participant;
- (b) determine the amount of the Eligible Dividend payable to the DRP Participant in respect of the DRP Participant's DRP Shares;
- (c) determine (where applicable) the Australian Withholding Tax in respect of the Eligible Dividend to be deducted therefrom;
- (d) credit the amount calculated under paragraph (b) and debit the applicable Australian Withholding Tax (if any) calculated under paragraph (c) to the DRP Account of the DRP Participant;
- (e) determine the maximum whole number of Shares to be issued or transferred to the DRP Participant in accordance with rule 4.5;
- (f) on behalf of and in the name of the DRP Participant, subscribe for, or purchase, that number of additional Shares determined under paragraph (e) and debit the DRP Participant's DRP Account with the total of the Acquisition Price for each of those Shares;

- (g) allot, transfer or cause the transfer of that number of additional Shares determined under paragraph (e) to the DRP Participant on, or as soon as practicable after, the payment date of the Eligible Dividend; and
- (h) retain in the DRP Participant's DRP Account, without interest, any cash balance remaining after the DRP Account has been debited in accordance with paragraph (f), which cash balance shall be used in the calculations for determining the maximum number of Shares to be issued under the DRP at the time of payment of the next Eligible Dividend.

#### **4.4 Shares may be newly issued or purchased**

The Board may in its discretion determine whether Shares are to be subscribed for or purchased (on ASX or otherwise) or some combination of both, for the purpose of the Company satisfying its obligations under the DRP.

The Company may create a trust (of which Shareholders who have elected to participate in the DRP are the beneficiaries) to acquire those Shares and then transfer or cause the transfer of those Shares to DRP Participants.

#### **4.5 Number of DRP Shares to be issued or transferred**

Subject to the discretion of the Board, the number of Shares to be issued or transferred to each DRP Participant in relation to an Eligible Dividend is the quotient (**Q**) determined in accordance with the following formula after rounding Q down to the nearest whole number:

$$Q = D \text{ divided by } AP$$

Where:

**D** is the amount standing to the credit of the DRP Participant's DRP Account after the steps in paragraphs (b), (c) and (d) of rule 4.3 have been completed (inclusive of any cash balance standing to the credit of the DRP Participant's DRP Account before those steps were commenced (referred to in paragraph (a) of rule 4.3)); and

**AP** is the Acquisition Price in relation to the Eligible Dividend.

#### **5. Shares allotted or transferred under the Plan**

Shares allotted under the DRP will, from the date of allotment, rank equally in all respects with all other Shares in the Company.

Shares allotted or transferred under the DRP will be allotted or transferred on, or as soon as practicable after, the payment date of the relevant Eligible Dividend and will be registered on the Share Registry on which the DRP Participant's holding of DRP Shares is currently registered.

#### **6. Cost to Shareholders**

No brokerage, commission or other transaction costs will be payable by a Shareholder on Shares provided under the DRP and no stamp or other transaction duties will, under present law, be payable by a DRP Participant.

## **7. Plan Statements**

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

## **8. Variation or Termination of Participation**

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

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

If a DRP Participant dies or becomes bankrupt, the participation of that DRP Participant and any other Shareholder with whom the deceased or bankrupt DRP Participant was a joint Shareholder will be terminated upon receipt by the Company of notice of the death or bankruptcy, as the case may be. Upon termination of participation in the DRP by a Shareholder for any reason (other than termination by the Company), the Shareholder will not be entitled to receive from the Company payment of any cash balance remaining in the Shareholder's DRP Account at the time when participation by the Shareholder in the DRP is terminated or the Shareholder ceases to participate in the DRP.

## **9. Reduction or Termination of Participation where no notice is given**

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

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

## **10. Modification, suspension and termination of the DRP**

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

If the DRP is suspended by the Company, any cash balance in a DRP Participant's DRP Account will be held by the Company pending the reinstatement of the DRP. If the DRP is suspended and subsequently reinstated, subject to rule 8 and unless otherwise determined by the Board, each Shareholder who was a DRP Participant before the suspension is taken to continue to participate in the DRP when it recommences with, subject to these Terms and Conditions, the same degree of participation as immediately before the suspension.

If the DRP is terminated by the Company, any cash balance in a Shareholder's DRP Account will be returned to the Shareholder.

## **11. Securities Exchange Listing**

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

## **12. Applications and Notices**

### **12.1 Applications and notices to the Company**

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

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

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

### **12.2 Notices from the Company**

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

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

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

## **13. Taxation**

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

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

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

However, existing provisions of the *Income Tax Assessment Act 1936* (Cth) (as amended) and the *Income Tax Assessment Act 1997* (Cth) (as amended) of the Commonwealth of Australia have the effect of subjecting dividends received in Shares under the DRP (and any related franking credits) to tax.

The cost for Australian tax purposes of each DRP Share provided to a DRP Participant under the DRP should include the Acquisition Price for that DRP Share.

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

#### **14. General**

- (a) The DRP and its operation and these Terms and Conditions shall be governed by the laws of the State of Victoria.
- (b) The accidental omission to give any notice (including any notice of modification, suspension or termination) to, or the non-receipt of any notice by, any Shareholder shall not invalidate the notice or the effect of the notice, including the modification, suspension or termination of the DRP as the case may be.
- (c) Any determination, notification or calculation to be made or given by the Board or the Company may be made or given by the Board or the Company respectively in its absolute discretion and in the absence of manifest error is binding on each Shareholder who elects to participate in the DRP.
- (d) The Company reserves the right to waive strict compliance with any of the provisions of these Terms and Conditions.
- (e) The Company has the power to settle or resolve any difficulties, anomalies or disputes which arise in connection with, or because of, the operation of the DRP, in the manner it thinks expedient either generally or in relation to a particular Shareholder or Share and the decision of the Company is binding on all Shareholders of the Company.

#### **15. Interpretation**

In these Terms and Conditions, the following definitions apply:

**"Acquisition Price"** in relation to an Eligible Dividend, means the arithmetic average of the daily volume weighted average sale price of all Shares sold on ASX in the ordinary course of trading on ASX during the Pricing Period less a discount (if any) determined by the Board from time to time and notified by the Company to Shareholders (with the arithmetic average, after deduction of any discount, rounded to the nearest whole cent but if the fraction is one half of a cent the amount is to be rounded down to the nearest whole cent). The Acquisition Price is to be calculated based on information obtained from ASX or its subsidiaries, and for this purpose the Company may determine at its discretion that a particular transaction is not to be included in the calculation because, in the Company's view, it is not within the ordinary course of trading on ASX.



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

"**Australian Withholding Tax**" means any amount that the Company is required to withhold, deduct, remit or otherwise deal with in relation to an Eligible Dividend in accordance with the requirements of any tax law.

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

"**BOP**" means the Company's Bonus Option Plan.

"**Company**" means Australia and New Zealand Banking Group Limited ABN 11 005 357 522.

"**Constitution**" means the constitution of the Company from time to time.

"**DRP**" means the Company's Dividend Reinvestment Plan the subject of these Terms and Conditions.

"**DRP Account**" means an account established and maintained under rule 4.3.

"**DRP Election Date**" means the date determined by the Board and announced to ASX for calculating participation in the DRP with respect to the relevant Eligible Dividend.

"**DRP Participant**" means a Shareholder who is not ineligible to participate as determined by rule 1.2 and:

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

"**DRP Share**" means a Share that is taken to be participating in the DRP pursuant to rules 3.1 and 3.2.

"**Election Form**" means an application to participate in the DRP in the form prescribed or approved by the Company from time to time, which form may be combined with or be a part of any other form or notice and may be electronic if the Company permits.

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

"**Listing Rules**" means the Listing Rules of ASX as they apply to the Company from time to time.

"**Pricing Period**" means, in relation to any Eligible Dividend, the period of 7 trading days (or such other number of trading days as the Board may determine from time to time) commencing on the second trading day immediately following the Record Date in relation to that Eligible Dividend (or such other day as the Board may determine). For this purpose, trading day means (unless otherwise determined by the Board) a day which is defined to be a "Trading Day" in the Listing Rules, other than a day on which the Shares have been placed in a trading halt (as defined in the Listing Rules) or on voluntary suspension (as described in Listing Rule 17.2) for more than 2 hours.

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

"**Share**" means a fully paid ordinary share in the Company.

"**Share Registrar**" means the person appointed as registrar of the Share Registry from time to time.



"**Share Registry**" means the Company's share register or registers maintained by the Share Registrar.

"**Shareholder**" means a holder of a Share or Shares from time to time.

## **16. Trading Rules**

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

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

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

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