



Seven West Media Limited

ACN 053 480 845

Dividend Reinvestment Plan Rules

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1 Definitions and interpretation

1.1 In these Rules, unless the context otherwise requires:

Allocation means:

- a) the issue of new Shares to Participants under the DRP; or
- b) the transfer of Shares acquired in the market for the purposes of the DRP to 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 7.7.

ASTC Settlement Rules means the operating rules of the securities clearing house of SWM, as in force from time to time.

ASX means the stock exchange operated by ASX Limited ABN 98 008 624 691, or ASX Limited, as appropriate.

Average Market Price during a period means the arithmetic average of the daily volume weighted average sale price (calculated to the nearest cent) of Shares traded on ASX during the period, excluding any transaction defined in the ASX Market Rules as 'special', crossings prior to the commencement of normal trading, crossings during the closing phase and the after hours adjust phase, any overseas trades or trades pursuant to the exercise of options over Shares, any overnight crossings and any other trades that the Board considers may not be fairly reflective of natural supply and demand.

Board means the board of directors of SWM.

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 SWM.

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 SWM is entitled or required to deduct from the payment.

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

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

DRP means the Seven West Media Limited dividend reinvestment plan to which these Rules apply, as varied from time to time.

Eligible Shareholder has the meaning given in rule 2.

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 ASX and any other rules of ASX that are applicable while SWM is admitted to the official list of ASX.

Maximum Participating Holding means the number of Shares (if any) determined by the Board from time to time under rule 4.2.

Minimum Participating Holding means the number of Shares (if any) determined by the Board from time to time under rule 4.1.

Notice of Election means the form relating to the DRP used to apply for participation in the DRP, as approved by the Board 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 a Shareholder some or all of whose Shares are Participating Shares.

Participating Shares means Shares that a Shareholder has validly specified for participation in the DRP (by specifying a number of shares, or if the Board may permits, a percentage of the Shareholder's holding of Shares, to participate in the DRP) or which are otherwise taken under these Rules to participate in the DRP.

Pricing Period means the period that the Board determines from time to time, being a period of not less than 5 Trading Days commencing on or after date on which the Shares are quoted on an "ex" basis in respect of the Dividend or such other period commencing before or after the Dividend Record Date that is determined by the Board from time to time to be applied in calculating the Allocation Price per Share under rule 7.7.

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 SWM.

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

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

Variation/Termination Notice means the form relating to the DRP used to vary or terminate a Shareholder's participation in the DRP, in a form approved by the Board from time to time.

SWM means Seven West Media Limited ACN 053 480 845.

1.2 In these Rules headings are for convenience only and do not affect interpretation and:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include any gender;
- (c) other parts of speech and grammatical forms of a word or phrase defined have a corresponding meaning;
- (d) 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;
- (e) unless otherwise expressly stated, "including" means "including but not limited to" and "include" and "includes" have corresponding meanings; and
- (f) a reference to a body, whether statutory or not:
 - (1) that ceases to exist; or
 - (2) 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 rule 11.
- 2.3 Subject to rules 2.4, 2.5 and 2.6, an Eligible Shareholder is, in respect of a particular Dividend Payment Date:
- (a) a Shareholder at that Dividend Record Date whose address in SWM's share register is in Australia, unless that person holds Shares only on behalf of another person who resides outside Australia and who would not themselves, if named in SWM 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:
 - (1) 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
 - (2) that person does not hold Shares on behalf of any other person who would not, if named in SWM'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 may not be eligible to participate in the DRP because of the legal requirements applying in that country or other factors. The Board has the discretion to determine whether any such Shareholder is excluded from participation in the DRP because such participation would or may be impracticable, impossible or illegal.
- 2.5 The Board has the 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 if the Board, including if it considers that the participation of those Shares would or might lead to:
- (a) foreign persons or associates of foreign persons acquiring a substantial interest or an aggregate substantial interest in SWM for the purposes of Foreign Acquisitions and Takeovers Act 1975 (Cth); or
 - (b) one or more of the provisions in Part 5 of the Broadcasting Services Act 1992 (Cth) being contravened.
- 2.6 The Board is entitled to make a final determination as to whether any particular Shareholder is an Eligible Shareholder within the terms of these Rules or not, and to change any such determination, as and when it sees fit. In making this determination, SWM may consider factors including whether a Shareholder obtained any necessary approvals or advices to enable, or supporting, that Shareholder's participation in the DRP in the jurisdiction in which that Shareholder resides and any actual or anticipated inconvenience or expense in allowing, or investigating the possibility of allowing, such participation.
- 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 Notice of Election 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 Notice of Election 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 any other rule, a “US person” (as defined in Regulation S of the U.S. Securities Act of 1933), or the estate of any deceased person where SWM has been notified of the estate, is not an Eligible Shareholder.

3 Application to participate and extent of participation

- 3.1 Application to participate in the DRP must be made on a Notice of Election. Upon receipt by the Share Registry of a duly completed and executed Notice of Election from an Eligible Shareholder, that Shareholder’s participation will commence from the next Dividend Record Date.
- 3.2 Shareholders can elect to participate in the DRP for part or all of their holdings of Shares. A Notice of Election must specify whether the Shareholder elects Full Participation or Partial Participation, and if Partial Participation is specified, the Notice of Election must specify:
- (a) the fixed number of Shares; or
 - (b) if the Board permits, the percentage of the Shareholder’s holding of Shares at each Dividend Record Date, that are to be Participating Shares. A Notice of Election that does not specify whether participation is to be full or partial, that specifies both, or that does not clearly identify either, but not both, of the fixed number or percentage of Participating Shares (where Partial Participation is chosen), is deemed to be an election for Full Participation.
- 3.3 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 ASTC Settlement Rules;
 - (b) any subsequent disposal of Shares;
 - (c) any changes to the extent of that Participant’s participation; and
 - (d) the Minimum Participating Holding and Maximum Participating Holding (in each case, if any).
- 3.4 Under Partial Participation, only that fixed number of Shares, or that percentage of the Participant’s holding of Shares on the Dividend Record Date, specified in the Notice of Election 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 the Participant specifies a fixed number of Shares as Participating Shares and 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 Notice of Election, the DRP will apply to the lesser number of Shares. Where a Shareholder elects Partial Participation and specifies a fixed number of Shares as Participating Shares, 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 is that where the Shareholder has disposed of Shares then acquired more Shares, newly acquired Shares will participate as specified in the Notice of Election or the latest Variation/Termination Notice received by the by Share Registry before the relevant Dividend Record Date.

- 3.5 If a shareholding account appearing in SWM's register of members relates to a broker's clearing account, or a trustee or nominee, and the broker, trustee or nominee notifies SWM 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.

4 Minimum Participating Holding and Maximum Participating Holding

- 4.1 The Board may determine a minimum permitted number of Participating Shares per Participant (whether in respect of a particular Dividend or Dividends generally) from time to time by notification on SWM's website and by notice to ASX.
- 4.2 The Board may determine a maximum permitted number of Participating Shares per Participant (whether in respect of a particular Dividend or Dividends generally) from time to time by notification on SWM's website and by notice to ASX.
- 4.3 To the extent that a Notice of Election has specified a number of Participating Shares in excess of the prevailing Maximum Participating Holding (including an election of Full Participation, or Partial Participation of a percentage of the Shareholder's holding of Shares, 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 Notice of Election as Participating Shares in excess of that limit (including an election of Full Participation, or Partial Participation of a percentage of the Shareholder's holding of Shares, 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 SWM in accordance with its usual arrangements for the payment of Dividends.
- 4.4 To the extent that a Notice of Election has specified a number of Participating Shares less than a prevailing Minimum Participating Holding (including an election of Full Participation, or Partial Participation of a percentage of the Shareholder's holding of Shares, 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 Notice of Election as Participating Shares less than that limit (including an election of Full Participation, or Partial Participation of a percentage of the Shareholder's holding of Shares, 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 SWM in accordance with its usual arrangements for the payment of Dividends.

5 Acceptance and effectiveness of applications

- 5.1 Subject to rule 5.3, participation in the DRP will commence from the first Dividend Record Date following receipt by the Share Registry of the Eligible Shareholder's Notice of Election and will continue for so long as the Notice of Election is effective under rule 5.2.

- 5.2 Subject to rule 5.3, a Notice of Election validly submitted or otherwise accepted by the Board is effective:
- (a) from the date the Notice of Election is received by the Share Registry;
 - (b) in respect of a Dividend, only if it is received before the relevant Dividend Record Date;
 - (c) until:
 - (1) the Participant varies or terminates participation in the DRP pursuant to these Rules; or
 - (2) termination of the DRP; and
 - (d) until the Participant ceases to be an Eligible Shareholder. The Notice of Election will become effective again if and at such time as the Shareholder recommences to be an Eligible Shareholder.
- 5.3 The Board may:
- (a) accept or reject a Notice of Election that is not properly completed or signed; and
 - (b) correct any error in, or omission from, a Notice of Election, before acceptance under rule 5.3(a).
- 5.4 SWM will record, with respect to each Participant:
- (a) the name and address of the Participant (being the name and address in the company's register of members, from time to time); and
 - (b) the number of Participating Shares held by the Participant from time to time, and SWM's record will be conclusive evidence of the matters so recorded.

6 The effect of applying for participation

- 6.1 By applying to participate in the DRP, the Shareholder:
- (a) warrants to SWM that it is an Eligible Shareholder;
 - (b) authorises SWM (and its officers or agents) to correct any error in, or omission from, its Notice of Election or any later Variation/Termination Notice;
 - (c) acknowledges that SWM may at any time irrevocably determine that the applicant's Notice of Election is valid, in accordance with these Rules, even if the Notice of Election is incomplete, contains errors or is otherwise defective;
 - (d) acknowledges that SWM may reject any Notice of Election;
 - (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 7.2 remaining in its DRP account rather than being paid;
 - (g) agrees to the appointment of a trustee nominated by SWM as the Participant's agent to acquire Shares, where SWM 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 rule 7.6;
 - (i) acknowledges that SWM may arrange for the DRP to be fully or partially underwritten in respect of any one or more Dividends;
 - (j) acknowledges that neither SWM nor the Share Registry 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; and
 - (k) 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 of the Participant's participation in the DRP.

7 Reinvestment of Dividends

- 7.1 Each Dividend that is payable to a Participant in respect of Participating Shares will be applied by SWM 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 SWM as withholding tax; or
 - (b) SWM 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 SWM will establish and maintain a DRP account for each Participant. SWM 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) retain in the Participant's DRP account, without interest, any cash balance remaining except that SWM may on request by the Participant pay any such amount to the Participant (but is not obliged to do so).
- 7.4 Subject to rule 7.5 and rule 7.6, a residual balance in a Participant's DRP account will remain in the Participant's DRP account until the next Dividend Payment Date, when it will be aggregated with any further Dividend Payment credited to the DRP account.
- 7.5 If the DRP is terminated by SWM pursuant to these Rules, any residual balance in a Participant's DRP account will remain in the Participant's DRP account until the next Dividend Payment Date, when it will be paid to the Participant along with, and (where practicable) by the same means as, the Participant's Dividend Payment.
- 7.6 If a Participant ceases to participate in the DRP for any reason other than the termination of the DRP by SWM pursuant to these Rules, at the time of cessation of participation the Participant will be taken to have directed SWM to donate any residual balance in the Participant's DRP account on behalf of the Participant to one or more registered charities, nominated by the Board from time to time (unless the amount in question exceeds the Average Market Price during the 5 Trading Days prior to cessation of participation of one Share, in which case it will be paid to the Participant along with, and (where practicable) by the same means as, the Participant's next Dividend Payment). Participants will not be issued with a receipt in connection with any donation made under this rule.
- 7.7 Shares are Allocated under the DRP at the Allocation Price. The Allocation Price is:
- (a) the Average Market Price during the Pricing Period; or
 - (b) if the Board determines, a price set by the Board and announced to ASX before the Dividend Record Date not exceeding the Average Market Price on the trading day preceding the announcement, less the Discount (if any) rounded to the nearest cent.

- 7.8 The Average Market Price, if used, must be calculated by the Board or another suitable person nominated by the Board, by reference to information the Board approves for that purpose from time to time. The determination by the Board or its nominee of the Allocation Price is binding on all Participants.
- 7.9 A Discount (if any) or Pricing Period may be different from one dividend to the next, and either may be determined or varied by announcement on SWM's website and to ASX at any time, but any such variation will not apply to Dividends already announced.

8 Allocation of Shares

- 8.1 SWM may, in its 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 SWM determines to cause the transfer of Shares to Participants, those Shares may be acquired in the market or otherwise in such manner as SWM 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 unless the Board determines that they are not to participate in either or both of:
- (a) the next dividend paid; and
 - (b) any offer of Shares open when the Shares are issued under the DRP.
- 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 SWM determines.
- 8.5 SWM will make application promptly after each Allocation of newly issued Shares for quotation of those Shares on ASX.
- 8.6 Shares will not be issued under the DRP if the issue would breach a provision of any applicable law.

9 Underwriting

The Board may, 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

On, or as soon as practicable after, each Dividend Payment Date, SWM will forward a statement to each Participant detailing such information as:

- (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 SWM via the Share Registry using the Variation/Termination Notice:
- (a) increasing or decreasing the number or percentage of Shares participating in the DRP (including by varying participation for Partial Participation to Full Participation, or vice versa); or
 - (b) terminating participation in the DRP.
- The alteration or termination takes effect from the next Dividend Record Date in accordance with rule 15.2.
- 11.2 If a Participant increases the level of participation in the DRP to Full Participation, rule 3.3 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 3.4 applies.
- 11.4 If a Participant dies, participation in the DRP terminates upon receipt by SWM of written notice of the death. If a Participant is declared bankrupt or is wound-up, participation in the DRP terminates upon receipt by SWM 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 1 or more joint holders does not automatically terminate participation provided the remaining holder or all remaining joint holders are Eligible Shareholders.
- 11.5 Upon termination of participation for whatever reason, (including termination of the DRP under rule 13) SWM must forward, unless otherwise directed, to the Participant or the Participant's legal representative a statement of the Participant's DRP account made out to the date of termination.

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 only 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 a Participant has specified a fixed number of Shares as Participating Shares and the Participant disposes of part of the Participant's total shareholding, then unless the Participant advises SWM 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 SWM via the Share Registry of termination of participation, the Participant is deemed to have terminated participation in the DRP with respect to the shareholding on the date SWM registered a transfer or instrument of disposal of the Participant's holding.

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 on SWM's website and to ASX. Following suspension, the DRP or these Rules may be reinstated by the Board at any time by announcement on SWM's website and to 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 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.
- 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 SWM 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 a Variation/Termination Notice 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, all prior elections are reinstated subject to any Variation/Termination Notice validly given by the Shareholder prior to the next Dividend Payment Date after the reinstatement of the DRP.

14 Costs to Participants

No brokerage, commission, or other transaction costs are payable by Participants in respect of Shares Allocated under the DRP and no stamp or other duties are payable, under present law, by Participants in respect of Shares Allocated under the DRP. SWM 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 SWM must be in writing and in accordance with the notices prescribed by SWM from time to time.
- 15.2 Applications and notices are effective upon receipt by SWM via the Share Registry subject to these Rules.
- 15.3 Applications and notices must be received by SWM via the Share Registry before the relevant Dividend Record Date. Any Applications or notices received after that time will not be effective in respect of that Dividend Payment but will be effective from the next relevant Dividend Record Date.
- 15.4 The accidental omission by SWM or the Board to give any notice under these Rules to any Shareholder, ASX or any other person under these Rules will not invalidate any act, matter or thing.

16 Taxation

- 16.1 Neither the Board, SWM 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; or
 - (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 SWM is entitled to retain as a result of a charge or lien in favour of SWM in accordance with the constitution of SWM, or other requirement of law, are 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 SWM 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 SWM nor any officer, employee, agent or adviser of SWM 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 The DRP, its operation and these Rules are governed by the laws of the State of Western Australia and each Shareholder submits to the jurisdiction of the Courts of that State and the Courts which may hear appeals from those Courts.
- 17.5 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.