

**Bendigo and Adelaide
Bank Limited
Dividend Reinvestment
Plan**

Plan Rules

31 March 2015

The following are the rules applicable to the Dividend Reinvestment Plan of Bendigo and Adelaide Bank Limited (ACN 068 049 178).

1 The Plan

The Plan is a means by which Shareholders may elect to reinvest dividends payable by the Bank in additional Shares, instead of receiving cash dividends, in respect of all or part of their holding of Shares.

2 Participation in the Plan

Participation in the Plan is open to each Eligible Shareholder. Participation in the Plan by Eligible Shareholders is:

- (a) optional;
- (b) non-transferable; and
- (c) subject to these Plan Rules.

The degree of an Eligible Shareholder's participation in the Plan may, subject to any restrictions in these Plan Rules, be varied or terminated by the Eligible Shareholder at any time in accordance with rule 9.

3 Applications to Participate

3.1 Dividend Nomination Advice Form

An application to participate in the Plan must be made by submitting a duly completed and signed Dividend Nomination Advice Form. Each accepted Dividend Nomination Advice Form received by the Bank is effective for:

- (i) the first dividend payable after receipt of the application; and
- (ii) all subsequent dividends until the earlier of termination of the Participant's participation in the Plan or the termination or suspension of the Plan,

provided that, in order to be effective in relation to a particular dividend, a Dividend Nomination Advice Form must be received by the Bank by the next Business Day following the Record Date for that dividend.

A Dividend Nomination Advice Form to participate in the Plan by joint holders of Shares must be signed by all holders.

3.2 Multiple Parcels

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

- (a) a separate Dividend Nomination Advice Form is required for each of those parcels; and
- (b) these Plan Rules apply as if each of those parcels were registered in the name of a separate Shareholder.

4 Extent of Participation

4.1 Full or Partial Participation

An Eligible Shareholder may participate in the Plan in respect of either:

- (a) all Shares registered in the name of the Eligible Shareholder on a relevant Record Date (**full participation**); or

- (b) a specific number of Shares, less than the Eligible Shareholder's total holding, specified in a Dividend Nomination Advice Form (**partial participation**).

4.2 Deemed Full Participation

- (a) A Dividend Nomination Advice Form which does not indicate the degree of participation selected will be deemed by the Bank to be a request for full participation in the Plan.
- (b) Where, through sale or transfer, the number of Shares held by a Participant becomes less than the number nominated as participating in the Plan, the Participant will be deemed to have elected full participation until the number of Shares held by them (including those issued or transferred under the Plan) again exceeds the number of Shares nominated as participating in the Plan.

4.3 Full Participation

Under full participation, all Shares registered in the Participant's name at the time of commencement of full participation, and all Shares subsequently registered in the Participant's name (including Shares issued or transferred pursuant to the Plan), will be Participating Shares.

4.4 Partial Participation

Under partial participation, only that number of Shares indicated by the Participant for participation in the Plan, and Shares subsequently issued or transferred pursuant to the Plan, will be Participating Shares unless the Participant directs the Bank otherwise in a Dividend Nomination Advice Form.

4.5 Sale or Transfer of Shares

Shares which are sold or otherwise transferred from a Participant to another Shareholder will cease to be Participating Shares for that Participant on registration of the transfer by or on behalf of the Bank.

5 Operation of the Plan

5.1 Application of the Dividend

Each cash dividend which is payable to a Participant in respect of Participating Shares, and which is available for payment to the Participant, will upon payment be used to acquire additional Shares under this Plan. However:

- (a) any Shares on which a full dividend is not payable as at the Record Date will not be Participating Shares in respect of such dividend;
- (b) if an amount of a dividend is payable on Participating Shares and the Bank is entitled to, and does, retain or otherwise deal with the amount in accordance with the Constitution or as required or permitted by law, the amount shall not be available for the purposes of participating in the Plan;
- (c) the Board has the right not to proceed with an issue or transfer of Shares from the proceeds of any dividend where it is considered advisable not to do so, and in such a case the dividend will be paid to the Shareholder in a manner approved by the Board (whether by cheque, electronic funds transfer or otherwise).

5.2 Bound by the Constitution

By applying to participate in the Plan, a Participant agrees to be bound by the Constitution in respect of all Shares provided to the Participant under the Plan.

5.3 Issue or Purchase of Shares

The Board may in its discretion determine whether to satisfy its obligations under the Plan to provide Shares by issuing new Shares, by arranging for existing Shares to be purchased and transferred, or by using a combination of these methods.

The Board may create a trust (of which Participants in the Plan are beneficiaries) to acquire Shares and then transfer or cause the transfer of Shares to Participants.

5.4 Plan Account

The Bank will establish and maintain a Plan Account in respect of each Participant. In respect of each cash dividend payable to a Participant, the Bank will for and on behalf of that Participant:

- (a) determine any cash balance remaining from any previous dividend payments and held to the credit of the Plan Account;
- (b) determine the cash amount of the dividend payable in respect of the Participating Shares of that Participant, and any withholding tax payable in respect of such dividend;
- (c) credit to the Participant's Plan Account the amount of the dividend (less withholding tax, if applicable) determined in accordance with paragraph (b);
- (d) determine the number of additional Shares to be issued or transferred to the Participant in accordance with rule 5.6;
- (e) on, or as soon as reasonably practicable after, the relevant Dividend Payment Date, in respect of each Participant, either (in the discretion of the Board):
 - (i) issue that number of additional Shares determined in accordance with rule 5.6 to the Participant and debit their Plan Account with the total value of the Allocation Price for each of those Shares;
 - (ii) cause that number of Shares determined in accordance with rule 5.6 to be acquired in the market (in the manner the Board considers appropriate) for transfer to the Participant, and for each Share transferred, debit their Plan Account with the total of the Allocation Price for each of those Shares; or
 - (iii) any combination of (i) and (ii) above; and
- (f) retain in the Participant's Plan Account (without interest) any cash balance remaining, which cash balance shall, subject to rule 9.4, be used in calculations for determining the number of Shares to be issued or transferred under the Plan at the time of the payment of the next eligible dividend.

5.5 Deemed Directions by Shareholder

A Shareholder who applies to participate in the Plan will, in making such application, be deemed to have directed the Bank to apply such monies in the Participant's Plan Account as required for the subscription for, or purchase of, the number of Shares determined by the application of the formula in rule 5.6.

5.6 Number of Shares to be issued or transferred

Subject to the discretion of the Board, the number of Shares to be issued or transferred to a Participant in relation to a dividend will be equal to **(N)** and determined in accordance with the following formula (after rounding N down to the nearest whole number):

$$N = B / AP$$

Where:

B is the amount standing to the credit in the Plan Account after the step in rule 5.4(c) has been completed (including any cash balance standing to the credit of the Plan Account referred to in rule 5.4(a)); and

AP is the Allocation Price in respect of the dividend.

6 Shares provided under the Plan

- (a) Shares issued under the Plan will, from the date of issue, be fully paid ordinary shares and rank equally in all respects with all other Shares.
- (b) Shares issued or transferred under the Plan will be registered on the Share Registry on which the Participant's holding of Participating Shares is currently registered.

7 Costs to Participants

No brokerage, commissions or other transaction costs are payable by a Participant in respect of the application for, and issue or transfer of, Shares under the Plan, and no stamp or other duties will, under present law, be payable by a Participant in respect of the issue or transfer of Shares under the Plan.

8 Statement to Participants

The Bank will send to each Participant, after each Dividend Payment Date, a statement providing full details of the Participant's transactions in the Plan and their Plan Account.

9 Variation or Termination of Participation

9.1 Variation or Termination with notice

A Participant may, at any time:

- (a) increase or decrease the number of their Participating Shares by completing a Dividend Nomination Advice Form; or
- (b) give the Bank notice in writing of termination of participation in the Plan.

Notice of termination of, or variation in, participation in the Plan must be received by the Bank by the next Business Day following the Record Date for an eligible dividend in order to be effective in respect of that dividend.

9.2 Termination upon death or bankruptcy

Termination of participation by a Participant will become effective:

- (a) in the case of the death of the Participant, upon receipt by the Bank of notice of the death of the deceased Participant; or
- (b) in the case of the bankruptcy or winding up of the Participant, upon the receipt by the Bank of a notification of the Participant's bankruptcy from the Participant or trustee in bankruptcy or upon receipt of notification of the Participant's winding up.

The death, bankruptcy or winding up of one of two or more joint holders will not automatically terminate participation in the Plan.

9.3 Termination without notice

Where a Participant disposes of all of the Participant's Shares without giving the Bank notice of termination of participation, and is not registered as the holder of any Shares at the next Record Date, the Participant will be deemed to have terminated participation in the Plan on the date on which the last transfer of Shares is registered by the Bank.

9.4 Residual Balance

Where a Participant's participation in the Plan terminates for any reason (including upon termination of the Plan), the amount of any residual balance in the Participant's Plan Account may be donated by the Bank to one or more charities nominated by the Board from time to time.

10 Taxation

Neither the Bank nor the Board, nor any of the Bank's officers, employees or agents take any responsibility or assume any liability for the taxation liabilities incurred or imposed upon any Participants as a consequence of participating in the Plan.

As individual circumstances and laws vary considerably, specific taxation advice from professional advisers should be obtained by a Shareholder in respect of the Plan.

11 Applications and Notices

11.1 Notices from the Bank

The Bank may, in its discretion, give any notice under this Plan by means of:

- (a) notice in writing in accordance with the Constitution; or
- (b) an announcement to the ASX.

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

Any failure by the Bank to give notice of a suspension, modification or termination of the Plan or the non-receipt of any notice by any Shareholder will not invalidate that suspension, modification or termination (as the case may be).

11.2 Applications and Notice to the Bank

Applications and notices to the Bank (including Dividend Nomination Advice Forms) shall be in writing or such other form as the Bank may from time to time require. Such applications and notices will be effective on receipt by the Bank subject to:

- (a) these Plan Rules;
- (b) in the case of applications, acceptance by the Bank.

To be effective in respect of a dividend, an application or notice must be received by the Bank by no later than the next Business Day following the Record Date for that dividend. Applications or notices received after the next Business Day following such Record Date, will be effective in respect of the next dividend.

Dividend Nomination Advice Forms can be downloaded from the Bank Website at http://www.bendigoadelaide.com.au/public/shareholders/forms/share_registry_dividend_nomination_advice.pdf

12 Quotation on the ASX

Promptly after the issue of any Shares under the Plan, application will be made by the Bank for those Shares to be listed for quotation on the official list of the ASX.

13 Modification, Suspension and Termination of the Plan

The Plan may be modified, suspended or terminated by the Board at any time. Notice will be given in accordance with rule 11.1.

- (a) In the case of a modification of the Plan, existing Participants will be deemed to continue under the modified Plan (in accordance with their participation immediately prior to the modification), unless the Bank is notified to the contrary by a Participant in accordance with the Plan Rules.
- (b) In the case of a suspension of the Plan, participation in the Plan will automatically be suspended for the duration of the suspension, and reinstated upon any reinstatement of the Plan.

14 General

- (a) The Plan, these Plan Rules and the operation of the Plan shall be governed by the law of the State of Victoria.
- (b) The Board reserves the discretion to waive strict compliance with any provisions of these Plan Rules.
- (c) The Board has the power to settle or resolve any difficulties, anomalies or disputes which arise in connection with, or because of, the operation of the Plan, in the manner it thinks appropriate either generally or in relation to a particular Shareholder or Share and the decision of the Board is binding on all Shareholders.
- (d) The Plan will not apply in any case where, in accordance with these Plan Rules, the Constitution or law, the Board is entitled to retain all or part of a dividend payable in respect of Participating Shares or the Bank is entitled to a charge over such Participating Shares or over any dividend payable in respect thereof.

15 Agreements and Acknowledgements

- (a) By electing to participate in the Plan, each Participant agrees that, where the Board determines to arrange for the transfer of Shares to a Participant under the Plan, the Bank may appoint on behalf of the Participant a stockbroker or other person nominated by the Bank as the Participant's agent to acquire the Shares.
- (b) Each Participant acknowledges that the Bank has not provided the Participant with investment advice or financial product advice and that neither the Bank nor any stockbroker or other person nominated by the Bank as the Participant's agent to acquire Shares is obliged to provide such advice to a Participant.
- (c) Each Participant appoints the Bank as the Participant's agent to receive any notices, including any Financial Services Guide (and any update of such document), that any stockbroker or other person nominated by the Bank as the Participant's agent to acquire Shares in the market is required to provide. Any such document will be made available on the Bank Website.

16 Interpretation

16.1 Definitions & Interpretation

Allocation Price means, in respect of a dividend, the arithmetic average of the daily volume weighted average price of all Shares sold on the ASX in the ordinary course of trading in the relevant Trading Period, less any discount determined by the Board from time to time, rounded to the nearest cent. The daily volume weighted average price (including decisions as to whether any sale of Shares was in the ordinary course of trading) will be determined by the Board, or another suitable person nominated by the Board (on such terms that the Board may prescribe or approve).

ASX means ASX Limited or the market operated by it (as the context requires).

Bank means Bendigo and Adelaide Bank Limited (ACN 068 049 178).

Bank Website means www.bendigoadelaide.com.au.

Board means the board of directors of the Bank or a committee or person to whom the board has delegated a relevant power or authority.

Business Day means a day which is a business day for the purposes of the Listing Rules.

Constitution means the constitution of the Bank in force from time to time.

Dividend Nomination Advice Form means an application to participate in the Plan in a form prescribed by the Bank from time to time.

Dividend Payment Date means, in respect of a dividend payable on the Shares, the date which the Bank sets as the payment date of the dividend.

Eligible Shareholder means, in respect of a particular dividend, a person who, at the Record Date for that dividend, is recorded in the Bank's register of members as:

- (i) a Shareholder; and
- (ii) having an address in:
 - (A) Australia; or
 - (B) a jurisdiction in which the Bank is satisfied that the offer and issue or transfer of Shares under the Plan is lawful and practicable,

provided that the Bank can determine that a Shareholder, or a class of Shareholders, are not Eligible Shareholders if they are, or hold Shares on behalf of persons who are, resident outside the jurisdictions referred to in sub-paragraphs (A) and (B) above.

Note: The Bank has determined that Shareholders located in the United States of America and Canada are not Eligible Shareholders.

Listing Rules means the Listing Rules of ASX as they apply to the Bank from time to time.

Participant means an Eligible Shareholder participating in the Plan.

Participating Share means, in respect of a Participant, a Share of that Participant participating in the Plan.

Plan means the Dividend Reinvestment Plan the subject of these Plan Rules.

Plan Account means the account maintained and established for a Participant under rule 5.4.

Plan Rules means these rules, as modified from time to time.

Record Date means, for a dividend, the date and time for determining entitlements to the dividend.

Shareholder means a registered holder of any Shares.

Share Registry means the share registry or registries of the Bank.

Shares means fully paid ordinary shares in the Bank.

Trading Period means, in respect of a dividend, the seven trading day period starting on (and including) the second trading day after the Record Date for that dividend and ending on (and including) the eighth trading day after that Record Date, or such other period as the Board may determine from time to time.

Trading Rules mean:

- (a) the *Corporations Act 2001* (Cth) and the Listing Rules; and
 - (b) the ASTC settlement rules (or operating rules of a clearing and settlement facility that is a prescribed CS facility under the *Corporations Act 2001* (Cth)),
- as they apply to the Bank from time to time.

16.2 Interpretation

- (a) Headings are for convenience only and do not affect interpretation.
- (b) The singular includes the plural, and the converse also applies.
- (c) A gender includes all genders.
- (d) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.

16.3 Trading Rules

For so long as the Bank remains admitted to the official list of ASX, despite anything else contained in these Plan Rules:

- (a) if the Trading Rules prohibit an act being done by the Bank, the act shall not be done;
- (b) nothing contained in these Plan Rules prohibits an act being done by the Bank 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 Plan Rules to contain a provision and they do not contain that provision, these Plan Rules are taken to contain that provision;
- (e) if the Trading Rules require these Plan Rules not to contain a provision and they contain that provision, these Plan Rules are deemed not to contain that provision;
- (f) if any of these Plan Rules are or become inconsistent with the Trading Rules, these Plan Rules are to be taken not to contain that provision to the extent of the inconsistency; and
- (g) unless the context otherwise requires, terms defined in the Trading Rules have the same meaning in these Plan Rules.