
Orora Limited ABN 55 004 275 165

Dividend Reinvestment Plan Rules

The DRP allows Eligible Shareholders to reinvest all or part of any Dividend paid on their Shares in additional Shares instead of receiving the Dividend in cash.

Participation in the DRP is entirely optional. The DRP is administered in accordance with these Rules.

It is important that you read these Rules carefully before deciding whether to participate in the DRP. If you have any questions or need advice on whether you should participate in the DRP, you should contact an independent professional adviser.

1 Definitions

Allocated or Allocation	Has the meaning given in rule 8.1 .
ASX	ASX Limited (ACN 008 624 691) or the stock market operated by ASX Limited (as the case may be).
Board	The board of directors of the Company.
Business Day	Has the meaning given in the ASX Listing Rules.
Company	Orora Limited (ABN 55 004 275 165).
Dividend	Any dividend per Share announced and payable by the Company.
Dividend Payment Date	The date on which the Dividend is payable, as announced by the Company.
Dividend Record Date	The date and time, 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	The Company's dividend reinvestment plan to which these Rules apply, as varied from time to time.
DRP Record Date	The next Business Day following the Dividend Record Date.
Eligible Shareholder	Has the meaning given in rule 3 .
Full Participation	Has the meaning given in rule 6.2 .
Partial Participation	Has the meaning given in rule 6.3 .
Participating Shares	Shares which a Participant has validly elected for participation in the DRP or which are otherwise taken under these Rules to participate in the DRP.
Participant	A Shareholder some or all of whose Shares are

	Participating Shares.
Participation Notice	A form, whether written or electronic, used to apply for, vary or terminate participation in the DRP, as approved by the Company from time to time.
Rules	These rules of the DRP as varied from time to time.
Share	A fully paid ordinary share in the capital of the Company.
Shareholder	A registered holder of Shares at a relevant DRP Record Date.
Share Registry	The share registry which maintains the Company's share register.

2 Commencement and period of operation of the DRP

- 2.1 The DRP and these Rules will commence operation on such date as the Board in its sole discretion determines.

3 Eligibility to participate

- 3.1 The Company may from time to time invite Shareholders to participate in the DRP.
- 3.2 Participation in the DRP is subject to these Rules.
- 3.3 Participation in the DRP by Eligible Shareholders:
- (a) is optional and voluntary;
 - (b) is not transferable; and
 - (c) may be varied or terminated at any time in accordance with **rule 10**.
- 3.4 Subject to **rule 3.5**, an Eligible Shareholder is, in respect of a particular DRP Record Date, a person who, at that DRP Record Date, was recorded in the Company's share register as a registered holder and whose address in the Company's share register at the relevant DRP Record Date:
- (a) is in Australia or New Zealand; or
 - (b) is in a jurisdiction in which the Board is satisfied that the offer and issue or transfer of Shares under the DRP is lawful and practicable. Until the Board determines otherwise, participation in the DRP is not available, directly or indirectly, to any entity or person who is in or is resident in the United States of America or Canada, whether an invitation to participate in the DRP has been received or not.

- 3.5 The Board has the discretion to refuse to accept any person's Shares for participation in the DRP and to suspend or withdraw any person's Shares from participation (including declining to issue or transfer or reducing the issue or transfer of Shares under the DRP to a Participant) if the Board considers that the participation of those Shares might:
- (a) breach any law of Australia including the *Foreign Acquisitions and Takeovers Act 1975* (Cth.), the ASX Listing Rules or the Company's constitution; or
 - (b) prejudice the effective operation of the DRP; or
 - (c) be undesirable or impractical.
- 3.6 It is the responsibility of each Shareholder to obtain any necessary approvals to enable that Shareholder to participate in the DRP.

4 Multiple holdings

- 4.1 Where an Eligible Shareholder has more than one holding of Shares:
- (a) each holding will be treated as separate for the purposes of the DRP, such that a separate Participation Notice must be lodged with respect to each separate holding that is to participate; and
 - (b) these Rules will apply as if each such holding were held by a separate Participant,
- unless the Board determines otherwise.
- 4.2 If Shares are jointly held by two or more Eligible Shareholders, all joint holders of such Shares must sign a single Participation Notice 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.

5 Application to participate

- 5.1 Subject to the discretion of the Company, an application to participate in the DRP must be made by submitting a Participation Notice in accordance with **rule 14**. An Eligible Shareholder's participation in the DRP will take effect in accordance with **rule 14.1**.
- 5.2 A Participation Notice validly submitted or otherwise accepted by the Company remains in effect until:
- (a) the Participant varies or terminates participation in the DRP under these Rules;
 - (b) the Company terminates the DRP under **rule 12**;
 - (c) the Participant ceases to be an Eligible Shareholder under **rule 3**, in which case the Participation Notice will become effective again if and at

such time as the Shareholder recommences to be an Eligible Shareholder; or

- (d) the Participant is deemed to have terminated participation in the DRP in accordance with **rule 11.3**.

6 Extent of participation

- 6.1 Participation may be either full or partial. A Participation Notice must specify whether the Shareholder has elected Full Participation or Partial Participation, and if Partial Participation is elected, the Participation Notice must clearly specify the number of Shares that are to be Participating Shares.
- 6.2 Full Participation means that all Shares registered in the Participant's name from time to time are Participating Shares. Where a Shareholder has elected Full Participation, all Shares subsequently acquired and held by that Participant (whether under the DRP or otherwise) will be Participating Shares, subject to:
 - (a) any later Participation Notice submitted by that Participant; and
 - (b) the ASX Listing Rules, the ASTC Settlement Rules and all other applicable laws.
- 6.3 Partial Participation means that only the number of Shares specified as participating in the Participation Notice by the Shareholder are Participating Shares. However, if at the relevant DRP Record Date the number of Shares held by the Participant is less than the specified number of Shares, the DRP applies to the lesser number of Shares (and the Participant is deemed to have lodged a Participation Notice to this effect for the relevant Dividend). This means that, where a Shareholder has elected 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 submits a further Participation Notice in accordance with **rule 10**.
- 6.4 If a Participation Notice does not, in the opinion of the Company, clearly indicate the level of participation in the DRP, it will be deemed to be an application for Full Participation.
- 6.5 The Company shall not be liable to any Eligible Shareholder for any loss, damage or claim in respect of that Eligible Shareholder's participation as a result of the operation of **rules 6.2, 6.3 or 6.4**.

7 Reinvestment of Dividends and residual balances

- 7.1 Each Dividend payable to a Participant in respect of Participating Shares will be applied by the Company on the Participant's behalf in acquiring additional Shares by Allocation in accordance with these Rules.
- 7.2 The Company will establish and maintain a DRP account for each Participant. In respect of each Dividend payable to a Participant, the Company will:

- (a) determine the Dividend, less withholding tax or other sum the Company is entitled to retain in relation to the Dividend, in respect of that Participant's Participating Shares;
- (b) credit the amount in **rule 7.2(a)** to the Participant's DRP account, and that payment constitutes payment of the Dividend on the Participant's Participating Shares;
- (c) determine the number of additional Shares which may be acquired under the DRP in accordance with **rule 8.2** rounding that number down to the nearest whole number;
- (d) procure that the number of Shares determined under **rule 7.2(c)** are Allocated to the Participant and debit the Participant's DRP account with the total of the amount for the Shares Allocated; and
- (e) retain in the Participant's DRP account, without interest and on the terms set out in these Rules, any cash balance remaining unless and until the cash balance is applied in accordance with these Rules.

7.3 Subject to **rule 7.4**, any residual balance in a Participant's DRP account will be aggregated with any further Dividend determined in accordance with **rule 7.2(a)** and credited to the DRP account.

7.4 Where the DRP is suspended by the Board pursuant to these Rules, any positive residual balance in the Participant's DRP account will remain held in the Participant's DRP account without interest.

7.5 Where:

- (a) the DRP is terminated by the Board pursuant to these Rules; or
 - (b) the Participant ceases to participate in the DRP for whatever reason,
- any positive residual balance in the Participant's DRP account at that time will be donated to a charity or charities as determined by the Board from time to time. The Participant will not be entitled to be paid the positive residual balance.

8 Allocation of Shares

8.1 The Company may, in its absolute discretion, either:

- (a) issue new Shares; or
- (b) acquire Shares (whether on market or otherwise); or
- (c) undertake any combination of the options above,

to satisfy the Company's obligations under these Rules,

(Allocated or Allocation).

8.2 The number of Shares to which each Participant is entitled shall be the value of the sum calculated by the formula below, rounded down to the nearest whole number:

$$\text{Number of Shares} = \frac{(PS \times D) + R}{(C - X)}$$

Where:

- PS is the number of Participating Shares;
- D is the amount of the Dividend in cents per Share to which the Participating Shares will be entitled less any withholding tax or other sum the Company is entitled to retain in relation to the Dividend;
- R is the amount of any residual balance in cents in the Participant's DRP account carried forward from any previous Dividend;
- C is the average market price, being the arithmetic average of the daily volume weighted average price of all Shares sold through a Normal Trade during the Pricing Period, rounded to four decimal places (adjusted in such manner as the Board considers appropriate to preserve equity between Participants and non-Participants, any bonus issue, rights issue or other distribution in which the Shares to be issued will not participate and any other relevant fact matter or thing); and
- X a discount (if any) determined by the Board in its absolute discretion.

For the purposes of this formula:

Normal Trade means all trades excluding trades such as special crossings, crossings prior to the commencement of normal trading or during the closing phase or after hours adjustment phase, overnight crossings, overseas trades, trades pursuant to the exercise of options over Shares, or any other trade determined by the Board in its discretion not to be reflective of normal trading in Shares.

Pricing Period means a period of 10 Trading Days (commencing before, on or after the relevant DRP Record Date, as determined by the Board) or as otherwise determined by the Board; and

Trading Day has the meaning given to that term in the ASX Listing Rules.

- 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 Company 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 will be Allocated within the time required by ASX.
- 8.5 Shares Allocated will be registered on the share register on which the Participant already holds Shares.
- 8.6 Where the Shares Allocated are not quoted on ASX at the time the Allocation is effected, the Company will, at its own cost, apply (or procure the application) for quotation of those Shares on ASX within the time required by the ASX Listing Rules.

- 8.7 On, or as soon as practicable after, each Dividend Payment Date, the Company must forward to each Participant a holding statement in relation to Shares Allocated under the DRP (or Share certificates where applicable).

9 The effect of applying for participation

- 9.1 By applying to participate in the DRP, the applicant:
- (a) unconditionally agrees to the terms of the Rules;
 - (b) warrants to the Company that it is an Eligible Shareholder;
 - (c) acknowledges that Dividends reinvested under the DRP will be assessable for applicable income tax in the same way as cash Dividends;
 - (d) authorises the Company (and its officers or agents) to correct any error in, or omission from, any other notice or application contemplated by **rule 14** (including, but not limited to, a Participation Notice);
 - (e) acknowledges that the Company may at any time irrevocably determine that the applicant's Participation Notice is valid, in accordance with these Rules, even if the Participation Notice is incomplete, contains errors or is otherwise defective; and
 - (f) acknowledges that neither the Company nor the Share Registry has provided the applicant with investment advice, financial product advice or any securities recommendation concerning its decision to apply to participate in the DRP and that neither has any obligation to provide any such advice or recommendation.

10 Variation or termination of participation

- 10.1 A Participant may at any time give notice to the Company (via the Share Registry using the Participation Notice) of the Participant's decision to:
- (a) increase or decrease the number of Shares participating in the DRP; or
 - (b) terminate the Participant's participation in the DRP. The alteration or termination takes effect in accordance with **rule 14**.
- 10.2 In the case of death of a Participant, participation will only be terminated where the Company is given notice of termination. Notices for the purposes of a deceased Shareholder's participation in the DRP may be given by persons authorised to act on behalf of a deceased person.

11 Reduction or termination of participation where no notice is given

- 11.1 Where all of a Participant's Shares are Participating Shares and the Participant disposes of some (but not all) of those Shares, then subject to **rule 10.1**, the remaining Shares held by the Participant continue to be Participating Shares.
- 11.2 Where only some of a Participant's Shares are Participating Shares and the Participant disposes of part of the Participant's total holding, then the Shares disposed of are deemed not to be Participating Shares. If the number of Shares disposed of is more than the number of the Participant's Shares not participating in the DRP, the disposal is deemed to include all the Participant's holding not participating in the DRP, and the balance (if any) will be attributed to Participating Shares.
- 11.3 Where a Participant disposes of all its Shares, the Participant is deemed to have terminated participation in the DRP with respect to the holding on the date the Company registered a transfer or instrument of disposal of the Participant's holding.

12 Variation, suspension and termination of the DRP or these Rules

- 12.1 The DRP or these Rules may be varied, suspended or terminated by the Board at any time by notification on the Company's website and by notice to ASX. For the avoidance of doubt, where the Company has announced that the DRP will operate in respect of a Dividend, the Company retains the discretion to suspend the DRP in respect of that Dividend at any time prior to the Dividend Payment Date.
- 12.2 The variation, suspension or termination takes effect upon the date specified by the Company and the variation, suspension or termination does not give rise to any liability on the part of, or right of action against, the Company or its officers, employees or agents.
- 12.3 If the DRP or these Rules are varied, a Participant continues to participate under the DRP pursuant to their prior Participation Notice and these Rules in their varied form continue to apply unless the Participant varies or terminates its participation in the DRP by submitting a Participation Notice in accordance with these Rules.
- 12.4 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.
- 12.5 Any suspension under **rule 12.4** will continue until such time as the Board resolves to recommence or terminate the DRP.
- 12.6 The DRP may be reinstated following a suspension in accordance with this **rule 12** by notification on the Company's website and by notice to ASX. Upon

reinstatement of the DRP, all prior elections will be reinstated and will continue to apply until a new valid Participation Notice is lodged, unless the Company determines otherwise.

13 Costs to Participants

- 13.1 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.

14 Applications and other notices

- 14.1 Where a Participant has elected to receive electronic communications from the Company, the company may give any notice, including written notice required under these Rules, by electronic means.
- 14.2 Subject to **rules 14.3** and **14.4**, applications and notices are effective upon receipt by the Company or the Share Registry (as appropriate).
- 14.3 Applications or notices received after a DRP Record Date are not effective in respect of that Dividend but are effective in respect of subsequent Dividends.
- 14.4 Without limiting **rule 9.1(d)**, the Company has absolute discretion to:
- (a) accept or reject an application or notice which is not properly completed or signed; and
 - (b) prior to acceptance, clarify with an Eligible Shareholder any instruction with respect to an application/notice in order for the application/notice to be properly completed.
- 14.5 The accidental omission by the Company to give any notice under these Rules to any Shareholder, ASX or any other person will not invalidate any act, matter or thing.

15 General

- 15.1 The Company will record, with respect to each Participant:
- (a) the name and address of the Participant (being the name and address in the Company's share register from time to time); and
 - (b) the number of Participating Shares held by the Participant from time to time.
- 15.2 The Company's records are conclusive evidence of the matters recorded in them.
- 15.3 Any power, discretion or function of the Company under these Rules shall be exercised or undertaken by the Board, and the Board may delegate any such power, discretion or function to any person.

- 15.4 Any Dividend payable on Participating Shares which Dividend the Company is entitled to retain as a result of a charge or lien in favour of the Company in accordance with the Company's constitution, or other requirement of law, is not available for the purpose of participating in the DRP.
- 15.5 Subject to its constitution, the Company may:
- (a) implement the DRP in the manner the Company thinks fit; and
 - (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 Company thinks fit.
- 15.6 Neither the Company nor any officer, employee, agent or adviser of it is liable or responsible to any Shareholder or Participant for any loss or alleged loss or disadvantage suffered or incurred by them as a result, directly or indirectly, of any one or more of:
- (a) the establishment or operation of the DRP;
 - (b) participation or non-participation in the DRP;
 - (c) the tax liabilities of any person in connection with the DRP; or
 - (d) any advice given with respect to participation in the DRP by any person.
- 15.7 The DRP, its operation and these Rules are governed by the laws of the State of Victoria and each Shareholder submits to the jurisdiction of the Courts of that State and the Courts which may hear appeals from those Courts.
- 15.8 Despite anything else in these Rules, the ASX Listing Rules prevail to the extent of any inconsistency with these Rules.
- 15.9 In these Rules headings are for convenience only and do not affect interpretation and unless the context requires otherwise:
- (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, the ASX Listing Rules, the ASX Market Rules, the ACH Clearing Rules or the ASTC Settlement Rules includes a reference to that enactment, part of that enactment, those ASX Listing Rules, ASX Market Rules, ACH Clearing Rules or ASTC Settlement Rules as from time to time amended, consolidated, re-enacted or replaced and, in the case of an enactment, all regulations and statutory instruments issued under it;
 - (e) a reference to a body, whether statutory or not:
 - (i) which ceases to exist; or
 - (ii) whose powers or functions are transferred to another body,

is a reference to the body which replaces it or which substantially succeeds to its powers or functions;

- (f) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;
- (g) a reference to dollars or \$ is to Australian currency;
- (h) unless otherwise determined by the Company or specified below, a reference to a price is to the relevant dollar amount rounded to 4 decimal places; and
- (i) all references to time are to Melbourne time.