

Dividend Reinvestment Plan

Southern Cross Electrical Engineering Limited
ACN 009 307 046

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Dividend Reinvestment Plan

Terms and Conditions

1. Definitions and interpretation

1.1 Definitions

In these Terms and Conditions:

Address means, in respect of a Shareholder, the address which appears for that Shareholder in the Register;

Applicable Law means any relevant provision of Law and, in relation to any Shareholder whose Address is in a place other than Australia, any relevant provision of a law of that place;

Application means an application by a Shareholder to become a Participant;

Application Form means a written application to participate in the Plan completed in accordance with the instructions on the relevant application in a form prescribed or approved by the Directors from time to time;

Associate has the meaning given in the Corporations Act;

ASX means ASX Limited ACN 008 624 691 or the Australian Securities Exchange operated by ASX Limited ACN 008 624 691 (as the context requires);

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in Perth;

Company means Southern Cross Electrical Engineering Limited ACN 009 307 046;

Constitution means the constitution of the Company;

Corporations Act means the *Corporations Act 2001 (Cth)*;

Directors mean the directors of the Company from time to time;

Dividend Payment Date means the date on which the Company pays an Eligible Dividend in respect of Shares;

Eligible Dividend means each dividend declared by the Directors in respect of Shares which the Directors declare to be an eligible dividend for the purposes of the Plan;

Encumbrance means:

- (a) any:
 - (i) legal or equitable interest or power created, arising in or reserved in or over an interest in any property or asset; or
 - (ii) security for payment of money, performance of obligations or protection against default (including a mortgage, bill of sale, charge, lien, pledge, trust, power or retention of title arrangement, right of set-off, assignment of income, garnishee order, monetary claim and flawed deposit arrangement);

- (b) any thing or preferential interest or arrangement of any kind giving a person priority or preference over claims or other persons with respect to any property or asset;
- (c) a "security interest" as defined in the *Personal Property Securities Act 2009 (Cth)*; or
- (d) any agreement or arrangement (whether legally binding or not) to grant or create anything referred to in paragraphs (a), (b) or (c);

Entitlement Formula means the formula contained in clause 6.4;

Full Participation has the meaning given to that term in clause 5.1;

Government Agency means any government or any public, statutory, governmental (including a local government), semi-governmental or judicial body, entity, department or authority and includes any self-regulatory organisation established under statute;

HIN means a holder identification number;

Law means:

- (a) principles of law or equity established by decisions of courts;
- (b) statutes, regulations or by-laws of the Commonwealth, a State, a Territory or a Government Agency; and
- (c) requirements and approvals (including conditions) of the Commonwealth, a State, a Territory or a Government Agency that have the force of law;

Listing Rules mean the official listing rules of ASX as in force from time to time;

Partial Participation has the meaning given to that term in clause 5.1;

Participant means a Shareholder who is a participant in the Plan;

Participating Shares means the Shares registered in the name of a Participant which are subject to the Plan in accordance with clause 5;

Plan means the Company's Dividend Reinvestment Plan the subject of these Terms and Conditions, as amended, modified or substituted from time to time;

Plan Account means an account in the name of a Participant established by the Company under clause 6.2;

Record Date means the date for calculating entitlements to an Eligible Dividend;

Register means the Company's register of Shareholders;

Related Party has the meaning given in section 228 of the Corporations Act;

Share means a fully paid ordinary share in capital of the Company;

Share Registry means the entity appointed by the Company as its share registry from time to time;

Shareholder means a registered holder of a Share;

SRN means a shareholder reference number;

Subscription Price means the VWAP for the 5 Trading Days commencing on the Trading Day after the Record Date for the Eligible Dividend (or such other period as is determined by the Directors in their absolute discretion) less a discount (if any) determined by the Directors from time to time, and rounded to two decimal places;

Terms and Conditions means these terms and conditions of the Plan as may be modified or terminated under clause 15;

Trading Day has the meaning given to that term in the Listing Rules; and

VWAP means the daily volume weighted average market price for all Shares sold on the ASX automated trading system, excluding Shares which are sold otherwise than in the ordinary course of trading (which include transactions defined in the ASX Market Rules as special crossings, crossings prior to the commencement of the open session state, portfolio special crossings, equity combinations, crossings during overnight trading, overseas trades or trades pursuant to the exercise of options over Shares) and any other sales that the Directors determine should be excluded on the basis that they are not fairly reflective of genuine supply and demand.

1.2 Interpretation

In these Terms and Conditions, headings are used for convenience only and do not affect the interpretation of these Terms and Conditions and unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) a gender includes the other genders;
- (c) other grammatical forms of defined words or expressions have corresponding meanings;
- (d) a reference to a document includes the document as modified from time to time and any document replacing it;
- (e) if something is to be or may be done on a day that is not a Business Day then it must be done on the next Business Day;
- (f) the word "person" includes a natural person and any body or entity whether incorporated or not;
- (g) a reference to a party is to a party to this Agreement and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (h) the word "month" means calendar month and the word "year" means 12 months;
- (i) the words "in writing" include any communication sent by letter, facsimile transmission or email or any other form of communication capable of being read by the recipient;
- (j) a reference to a thing includes a part of that thing;
- (k) a reference to all or any part of a statute, rule, regulation or ordinance (**statute**) includes that statute as amended, consolidated, re-enacted or replaced from time to time;
- (l) wherever "include" or any form of that word is used, it must be construed as if it were followed by "(without being limited to)";

- (m) money amounts are stated in Australian currency unless otherwise specified;
- (n) a reference to time is to Perth, Australia time;
- (o) money amounts are stated in Australian currency unless otherwise specified;
- (p) a reference to any agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed (**defunct body**), means the agency or body which performs most closely the functions of the defunct body;
- (q) any agreements, representation, warranty or indemnity in favour of two or more parties (whether those parties are included in the same defined term or not) is for the benefit of them jointly and separately;
- (r) any agreements, representation, warranty or indemnity by two or more parties (whether those parties are included in the same defined term or not) binds them jointly and separately; and
- (s) with respect to the Listing Rules, the following clauses apply:
 - (i) despite anything contained in these Terms and Conditions, if the Listing Rules prohibit an act being done, the act must not be done;
 - (ii) nothing contained in these Terms and Conditions prevents an act being done that the Listing Rules require to be done;
 - (iii) if the Listing 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);
 - (iv) if the Listing Rules require these Terms and Conditions to contain a provision and it does not contain such a provision, this Constitution is deemed to contain that provision;
 - (v) if the Listing Rules require these Terms and Conditions not to contain a provision and it contains such a provision, these Terms and Conditions are deemed not to contain that provision; and
 - (vi) if any provision of these Terms and Conditions is or becomes inconsistent with the Listing Rules, these Terms and Conditions are deemed not to contain that provision to the extent of the inconsistency.

1.3 SRN or HIN

Where a Shareholder has, in respect of distinct numbers of Shares held by the Shareholder, separate SRNs or HINs, the Shareholder will, for the purposes of these Terms and Conditions, be deemed to be a separate and distinct Shareholder in relation to each such SRN or HIN and the Shares from time to time allocated to that SRN or HIN.

1.4 Plan subject to Law

This Plan is subject to Applicable Law and to the Constitution.

2. The Plan

2.1 Commencement of the Plan

The Plan and these Terms and Conditions commence operation on the date determined by the Directors in their sole discretion.

2.2 Invitation to participate

The Company may from time to time invite Shareholders to participate in the Plan.

3. Participation in the Plan

3.1 Eligibility

Subject to the provisions of this clause 3, if the Company invites Shareholders to participate in the Plan each Shareholder is eligible to participate in the Plan.

3.2 Optional participation

Participation in the Plan is optional and is subject to the Terms and Conditions.

3.3 Participant's Variation or Termination

Participation in the Plan may, subject to the Terms and Conditions, be varied or terminated by a Participant at any time in accordance with clause 11.

3.4 Transferability

A Participant's rights under the Plan are not transferable.

3.5 Ineligible Shares

A Shareholder is not eligible to participate in the Plan in respect of any Shares to the extent that the Company is entitled under the Constitution to retain, or has an Encumbrance over, the dividends payable on those Shares.

3.6 Issue in contravention of Applicable Law

- (a) If, in the reasonable opinion of the Directors, the issue of Shares by the Company, or the acquisition of Shares by a Participant, under the Plan, may breach a provision of an Applicable Law, the Listing Rules or the Constitution or is otherwise undesirable or impractical, the Directors may:
 - (i) decline to issue those Shares;
 - (ii) decline to register the transfer of those Shares;
 - (iii) reduce the issue of those Shares on a proportionate basis; or
 - (iv) reduce, suspend or terminate the participation of that Participant in the Plan.
- (b) If clause 3.6(a) applies in relation to a Participant, the Company must pay the amount standing to the credit of the Participant's Plan Account, after the steps in paragraphs (a), (b), (c) and (d) of clause 6.3 have been completed, on the Eligible Dividend Payment Date, and must only issue or transfer (as applicable) any Shares

to the Participant under the Plan if contemplated under clauses 3.6(a)(iii) and 3.6(a)(iv).

- (c) For the purposes of this clause 3, the Directors may at any time nominate any place or places with the effect that any Shareholder whose Address is within that place will be automatically excluded, unless the Directors specifically decide that the Shareholder may participate.

3.7 Residents outside Australia and New Zealand

Without limiting clause 3.6, a Shareholder with an Address outside Australia and New Zealand on the Record Date for an Eligible Dividend, is not permitted to participate in the Plan, unless and until the Directors, in their absolute discretion, are satisfied that such participation will not constitute a breach of any Applicable Law or the Constitution and it is not otherwise undesirable or impractical.

3.8 Split shareholdings

The Directors may refuse a Shareholder's participation in the Plan if that Shareholder has, in the opinion of the Directors, split a shareholding, or acquired Shares as part of such a split, in order to increase the number of Shares that the Shareholder, or any other person, may receive under the Plan.

4. Application to participate

4.1 Application Form

- (a) A Shareholder may apply to participate in the Plan by lodging an Application Form with the Share Registry.
- (b) To be valid, an Application Form must be completed in accordance with the instructions contained in the Application Form.
- (c) The Company has no obligation to correct or consider an invalid Application Form on behalf of any Shareholder(s).

4.2 Commencement of participation

Subject to clauses 3 and 13, upon receipt by the Share Registry of a duly completed Application Form, participation in the Plan will commence for the first Eligible Dividend payable after receipt by the Share Registry of the Application Form, and will remain in force until varied or terminated under clause 11 or clause 15 provided that any Application Form received by the Share Registry after 5 pm Perth time on the Business Day following the Record Date of an Eligible Dividend is not effective for that dividend but is effective for the next Eligible Dividend .

5. Extent of participation

5.1 Full or partial participation

Subject to the restrictions in clause 3, a Shareholder eligible to participate in the Plan may elect to participate in the Plan in respect of all Shares registered in that Shareholder's name (**Full Participation**) or in respect of only some of the Shares registered in that Shareholder's name (**Partial Participation**).

5.2 Election

A Shareholder eligible to participate in the Plan must specify on its Application Form the extent to which the Shareholder wishes to participate in the Plan by:

- (a) indicating Full Participation; or
- (b) indicating how many Shares the Shareholder wishes to participate in the Plan for Partial Participation.

5.3 Full Participation

Under Full Participation, all Shares registered in the Participant's name from time to time (including Shares issued under the Plan) will participate in the Plan, subject to clauses 3 and 5.

5.4 Partial Participation

Under Partial Participation, only that number of Shares indicated by the Participant for participation in the Plan and any Shares issued under the Plan will participate in the Plan, subject to this clause 5. However, if the number of Shares held by a Participant on the Record Date of an Eligible Dividend is less than that number, the provisions of the Plan will, in respect of that Eligible Dividend, apply only to such lesser number of Shares.

5.5 No election

An Application Form received by the Share Registry which does not indicate the extent of participation may, without notice to the Shareholder and at the discretion of the Directors, be rejected or may be deemed by the Company to be an Application for Full Participation. The Company is not liable to any Shareholder for any loss, damage or claim in respect of either the Shareholder's participation or non-participation pursuant to this clause 5.5 (as the case may be).

5.6 Deemed Full Participation

An Application Form received by the Company which indicates a number of Participating Shares in excess of the number of shares held by the Shareholder will be deemed to be an Application for Full Participation.

5.7 Broker, Trustee and Nominee Holders

If Shares are held by a trustee or nominee or in a broker's clearing account on behalf of another person, the broker, trustee or nominee may participate in the Plan on behalf of each person whose Shares are held in that way, subject to the restrictions set out in clause 3.

6. Operation of the Plan

6.1 Issue or transfer of Shares

The Directors may determine, in their absolute discretion, whether to issue new Shares, or to procure the transfer of existing Shares to a Participant, or to apply a combination of both those options, to satisfy the obligations of the Company under the Plan.

6.2 Plan Account

The Company must establish and maintain a Plan Account in respect of each Participant.

6.3 Operation procedure

For each Eligible Dividend, the Company must, for each Participant:

- (a) determine any cash balance remaining from previous Eligible Dividend payments and held to the credit of the Plan Account of the Participant;
- (b) determine the amount of the Eligible Dividend payable to the Participant in respect of the Participant's Participating Shares;
- (c) determine (where applicable) the applicable withholding tax in respect of the Eligible Dividend to be deducted therefrom;
- (d) credit the amount calculated under paragraph (b) and debit the applicable withholding tax (if any) calculated under paragraph (c) to the Plan Account of the Participant;
- (e) determine the maximum whole number of Shares to be issued or transferred to the Participant in accordance with clause 6.4;
- (f) on behalf of and in the name of the Participant, subscribe for, or purchase, that number of additional Shares determined under paragraph (e) and debit the Participant's Plan Account with the total of the Subscription Price for each of those Shares;
- (g) issue or transfer that number of additional Shares determined under paragraph (e) to the Participant on, or as soon as practicable after, the Dividend Payment Date of the Eligible Dividend; and
- (h) retain in the Participant's Plan Account, without interest, any cash balance remaining after the Plan 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 or transferred under the Plan at the time of payment of the next Eligible Dividend.

6.4 Entitlement Formula

Subject to the discretion of the Directors, the number of Shares to be issued or transferred to each Participant in relation to an Eligible Dividend is the number determined in accordance with the following formula (**A**):

$$A = \frac{B}{C}$$

Where: B is the amount standing to the credit of the Participant's Plan Account after the steps in paragraphs (a), (b), (c) and (d) of clause 6.3 have been completed; and

C is the Subscription Price.

6.5 Fractions of Shares

Where the application of the Entitlement Formula results in the Company being required to issue or transfer a fraction of Shares to a Participant, that fraction will be rounded down to the nearest whole number of Shares.

7. Shares issued under the Plan

7.1 Issued Shares

Any Share issued under the Plan will:

- (a) **(Listing Rules)**: be issued in accordance with the Listing Rules;
- (b) **(ranking)**: rank equally in all respects with existing fully paid Shares; and
- (c) **(registration)**: be registered on the Register.

7.2 Transferred Shares

Where the Directors determine to procure the transfer of existing Shares to a Participant under the Plan, the Shares may be acquired on market in such manner as the Directors consider appropriate, and will be transferred to the Participant on, or as soon as practicable after, the relevant Dividend Payment Date.

7.3 Holding Statements

The Company must send a holding statement for Shares issued or transferred under the Plan to Participants as soon as practical after the Shares are issued or transferred (and in any event within the period required by the Listing Rules).

8. Underwriting

- (a) The Directors may, in their absolute discretion, arrange for the Plan to be fully or partially underwritten by any one or more underwriters in respect of any one or more of the Eligible Dividends payable by it.
- (b) No person who is a Related Party, or an Associate of a Related Party, of the Company may act as underwriter or sub-underwriter of the Plan without shareholder approval.

9. No cost to Shareholders

No brokerage, commission, stamp duty or other transaction costs will be payable by a Participant for any issue or transfer of Shares to the Participant under the Plan.

10. Statements to Participants

After each Dividend Payment Date, the Company will send to each Participant a statement detailing the transactions in the Participants Plan Account.

11. Variation or termination of participation

11.1 Notice of termination

A Participant may at any time give notice in writing to the Share Registry to:

- (a) increase or decrease the number of the Participant's Participating Shares; or
- (b) terminate the Participant's participation in the Plan.

The notice must be made on the form prescribed by the Directors from time to time and in accordance with the instructions on the form. To be effective in respect of a Eligible

Dividend payment, the notice must be received by the Share Registry before 5pm Perth time on the Record Date for that Eligible Dividend. A notice given under this clause which is received after 5 pm Perth time on the Record Date for an Eligible Dividend is not effective for that Eligible Dividend, but takes effect in respect of the next Eligible Dividend.

11.2 Death of Participant

If a Participant dies, participation by that Participant and any other Participants with whom the deceased was a joint Participant will be terminated, subject to clause 13, upon receipt by the Company or the Share Registry of notice of the death of the Participant from the Participant's legal representative.

11.3 Insolvency

If a Participant is declared bankrupt or is being wound up, participation in the Plan will terminate upon receipt by the Company of a notification of bankruptcy or winding up from the Participant or their trustee in bankruptcy or the Participant's liquidator.

11.4 Effect of variation or termination

If:

- (a) a Participant ceases to be a Participant of the Plan or a Shareholder; or
- (b) the Plan is terminated,

the Company must pay any balance standing to the credit of the Participant's Plan Account to the Participant by cheque or in cash.

12. Reduction or termination where no notice is given

12.1 Deemed termination

- (a) If a Participant transfers all of the Participant's Shares, then, despite not giving the Company notice of the Participant's intention to terminate its participation in the Plan, that Participant will be deemed to have given notice to terminate its participation in the Plan on the date upon which the Company last registered a transfer or instrument of disposal in respect of the Participant's Shares.
- (b) If a Participant disposes of some, but not all, of the Participant's Shares then:
 - (i) where the Participant has elected Full Participation, the remaining Shares held by the Participant will continue to be Participating Shares; and
 - (ii) where the Participant has elected for Partial Participation, the Shares disposed of will, to the extent possible, be deemed to be those Shares that are not Participating Shares. If the number of Shares disposed of exceeds the number of Shares that are not Participating Shares, the disposal will be deemed to include all of the Participant's Shares that are not Participating Shares, and the balance will be made up of Participating Shares and clause 5.4 will apply.

12.2 Effect of transfer of Participating Shares

Where a Participant transfers Participating Shares, those Participating Shares will, upon registration of such transfer, cease to be Participating Shares.

13. Notices

13.1 Form

All notices must be in writing and in such form as the Directors may from time to time require including, but not limited to, where a notice is given by the Company to Shareholders, a notice on the Company's website, by way of announcement to ASX or, in accordance with the provisions regarding the giving of notices to members contained in the Constitution.

13.2 Effect

Notices will be effective on receipt by the Share Registry, subject to:

- (a) **(Terms and Conditions)**: these Terms and Conditions; and
- (b) **(other)**: such other restrictions as to the period of notice required as the Company may from time to time impose.

14. ASX listing

The Company will promptly (and, in any event, within the time period required by the ASX Listing Rules) apply for the Shares issued under the Plan to be listed for quotation on ASX.

15. Suspension, modification and termination of the Plan

15.1 Notice

The Plan may be suspended, modified or terminated by the Company at any time when the Directors consider it appropriate or expedient. The Company must give Shareholders notice of a variation, suspension or termination of the Plan. A suspension of Plan continues until the date the Directors resolve to recommence or terminate the Plan. The Company must notify Shareholders of the date of any commencement of the Plan.

15.2 Continued participation

Subject to clauses 11 and 12:

- (a) each Shareholder who was a Participant immediately before the suspension commenced is taken to continue to participate in the Plan when it recommences; and
- (b) each Participant is taken to continue to participate in the Plan as varied following any modification of the Plan.

15.3 Settling disputes

The Directors may settle in such manner as they think expedient, any difficulties, anomalies or disputes which may arise under or in connection with, or by reason of, the operation of the Plan including the interpretation of these Terms and Conditions, whether generally or in relation to any Shareholder or any Shares. Any determination of the Directors will be conclusive and binding on all Shareholders and other persons to whom the determination relates.

15.4 Failure to give or receive notice

A failure by the Company to give notice of the 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).

16. Taxation

Neither the Company nor any of its officers, employees, representatives or agents:

- (a) take any responsibility or assume any liability for, or as a consequence of, the taxation liabilities of any person in connection with the Plan; 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 Plan.

17. Participants bound

Participants are bound by these Terms and Conditions as varied from time to time.

18. Waiver

The Company reserves the right to waive strict compliance with any of these Terms and Conditions

19. Equitable claims

The Company, unless otherwise required by Applicable Law, need not recognise a person as owner of additional Shares issued or transferred under the Plan other than the registered holder of the Participating Shares in respect of which the additional Shares are issued or transferred.

20. Governing law and jurisdiction

- (a) This Agreement is governed by and must be construed in accordance with the laws in force in Western Australia.
- (b) The parties submit to the non-exclusive jurisdiction of the courts of that State and the Commonwealth of Australia in respect of all matters arising out of or relating to this Agreement, its performance or subject matter.

21. Representations, agreements and acknowledgements

By participating in the Plan in accordance with clause 4, a Shareholder:

- (a) warrants that it is eligible to participate in the Plan in accordance with clause 3;
- (b) consents to the establishment of a Plan Account on its behalf;
- (c) agrees that, where the Directors determine to procure the transfer of existing Shares to the Shareholder under the Plan, the Company may appoint on behalf of the Shareholder, a stockbroker or other person nominated by the Company as the Shareholder's agent to acquire Shares in the market (and for the avoidance of doubt, the Shareholder agrees to the Company or the person nominated by the Company taking all steps required to register the Shares in the Shareholder's name, including the execution of any transfers required);

- (d) acknowledges that the Company may, subject to clause 8, arrange for the Plan to be fully or partially underwritten in respect of any one or more of the Eligible Dividends payable by it;
- (e) acknowledges that the Company has not provided the Shareholder with investment advice or financial product advice and that neither the Company, nor the Directors nor any stockbroker or other person is obliged to provide such advice to a Shareholder;
- (f) appoints the Company as the Shareholder's agent to receive any notices, including any Financial Services Guide (and any update of such document), that any stockbroker or other person is required to provide under the Corporations Act. Any such document will be made available on the Company's website; and
- (g) unconditionally agrees to the Terms and Conditions and agrees not to do any act or thing which would be contrary to the spirit, intention or purpose of the Plan or the Terms and Conditions, in each case, at all times until termination of the Shareholder's participation in the Plan.