

# Dividend Reinvestment Plan Rules

**Viva Energy Group Limited**

**ACN 626 661 032**

**Dated 25 February 2025**

# Dividend reinvestment plan rules

## Contents

<b>1</b>	<b>Definitions and interpretation</b>	<b>1</b>
1.1	Definitions	1
1.2	Interpretation	3
<b>2</b>	<b>Commencement of Plan</b>	<b>3</b>
<b>3</b>	<b>Eligibility and participation in the Plan</b>	<b>3</b>
3.1	Eligible Shareholders	3
3.2	No transfer	3
3.3	DRP Election Form	3
3.4	Joint holders	4
3.5	Electronic facility	4
3.6	Multiple shareholding accounts	4
3.7	Trustee of Company's employee equity plans	4
<b>4</b>	<b>Degree of participation</b>	<b>5</b>
4.1	Participation	5
4.2	Limited participation	5
4.3	Application taken to be for full participation	5
<b>5</b>	<b>Acceptance of applications</b>	<b>5</b>
5.1	Directors' discretion	5
5.2	Rejection of DRP Election Form	5
5.3	Effectiveness of DRP Election Form	6
5.4	Record of Plan participation	6
5.5	Significance of applying	6
<b>6</b>	<b>Reinvestment of Dividends</b>	<b>7</b>
6.1	Reinvestment	7
6.2	Plan accounts	7
6.3	Entitlement formula	7
6.4	No discount unless otherwise determined	8
6.5	Residual positive balance	8
6.6	Statements	8
6.7	Equal ranking	9
6.8	Allocation of Shares and despatch of statements	9
6.9	Quotation on ASX	9
6.10	Underwriting	9
<b>7</b>	<b>Variation or termination of participation</b>	<b>9</b>
7.1	Notice of Variation	9
7.2	Participation taken to be terminated	9
7.3	Part disposal and no notice	10
7.4	Termination on death or bankruptcy	10
<b>8</b>	<b>Modification, suspension and termination of the Plan</b>	<b>10</b>
8.1	Directors may act	10

8.2	Modification	10
8.3	Suspension	10
8.4	No Dividends during suspension	11
8.5	Recommencement	11
8.6	Notice of modification, suspension and termination	11
<b>9</b>	<b>General</b>	<b>11</b>
9.1	Notices by Company	11
9.2	No liability	11
9.3	Omission or non-receipt of notice	11
<b>10</b>	<b>Administration of the Plan</b>	<b>12</b>
<b>11</b>	<b>Participants to be bound</b>	<b>12</b>
<b>12</b>	<b>Tax</b>	<b>12</b>
<b>13</b>	<b>Costs to Participants</b>	<b>12</b>
<b>14</b>	<b>Governing law</b>	<b>12</b>
<b>15</b>	<b>Additional information</b>	<b>13</b>

# Dividend Reinvestment Plan Rules

---

## 1 Definitions and interpretation

### 1.1 Definitions

The following words have these meanings in these Rules, unless the contrary intention appears:

**Allocation** means the issue of Shares to a Participant under the Plan or the transfer of Shares acquired for the purposes of the Plan to a Participant under the Plan, as the case may be. **Allocate** and **Allocated** have a corresponding meaning.

**Allocation Price** means, in respect of any Shares Allocated under the Plan, the Average Market Price during a period determined by the Directors, commencing 2 Business Days after the Dividend Record Date for the relevant Dividend, or any other date as determined by the Directors in respect of the relevant Dividend, less any discount determined by the Directors under Rule 6.4, or such other price determined by the Directors in their absolute discretion.

**ASX** means ASX Limited (ABN 98 008 624 691) or Australian Securities Exchange, as appropriate.

**Average Market Price** means the arithmetic average of the daily volume weighted average market price (rounded to the nearest cent or such other number of decimal places as the Directors may determine) of all Shares sold on-market on the ASX and, if the Directors determine, such other platform or systems (including that operated by Cboe and/or any other prescribed financial market), excluding:

- (a) any special crossings, crossings prior to the commencement of the open state or normal trading, overnight crossings, crossings during the overnight trade, overseas trades, trades pursuant to the exercise of options, overnight trades and any other trades that are excluded from an ASX volume weighted average price calculation; and
- (b) any other sales which the Directors consider may not be fairly reflective of genuine supply and demand.

The Average Market Price will be calculated by the Directors, or a person nominated by the Directors, by reference to any information the Directors, or the person nominated by the Directors, approves. A determination by the Directors, or the person nominated by the Directors, of the Average Market Price binds all Participants.

**Board** means the board of Directors of the Company.

**Business Day** means a day which is a business day within the meaning of the Listing Rules.

**Cboe** means Cboe Australia Pty Ltd (ABN 47 129 584 667) or the securities market operated by Cboe Australia Pty Limited, as appropriate.

**Company** means Viva Energy Group Limited (ACN 626 661 032).

**Constitution** means the constitution of the Company as amended from time to time.

**Directors** means the directors of the Company acting as a board or any duly appointed committee of the Board.

**Dividend** means a cash dividend or cash component of a dividend payable or paid by the Company.

**Dividend Record Date**, in respect of a Dividend, means the date and time, as determined by the Directors, that a person holds, or is taken to hold, Shares for the purposes of determining their entitlement to the relevant Dividend.

**DRP Election Form** means the application to participate in the Plan in respect of a particular shareholding account in the form that the Directors from time to time approve.

**Eligible Shareholder** means a person who, as at the relevant Dividend Record Date, was recorded in the Company's share register as the holder of Shares and who:

- (a) has a registered address, as at the relevant Dividend Record Date, in Australia or New Zealand, unless that person only holds Shares on behalf of another person who resides outside Australia and New Zealand and who would not themselves be an Eligible Shareholder under this definition; or
- (b) the Directors determine, in their absolute discretion, can participate in the Plan, and be made an offer or invitation to participate in the Plan, lawfully and practicably and without requiring compliance with conditions which the Directors in their sole discretion regard as unacceptable or unduly onerous,

subject always to the absolute discretion of the Directors to determine whether any particular person is an Eligible Shareholder at any time.

**Listing Rules** means the Listing Rules of ASX and any other applicable rules of ASX, each as modified to the extent of any express written waiver by ASX.

**Notice of Variation** means a notice in the form that the Directors from time to time approve for a Participant to increase or decrease the number of the Participant's Plan Shares or to withdraw from the Plan.

**Participant** means an Eligible Shareholder whose application to participate in the Plan in respect of Shares held in a particular shareholding account has been accepted by the Company.

**Plan** means the Viva Energy Group Limited Dividend Reinvestment Plan, the terms of which are set out in these Rules.

**Plan Shares** means the Shares in a particular shareholding account of a Participant which are designated by that Participant (or otherwise in accordance with these Rules) as being Shares the Dividends on which are to be applied to acquire Shares under the Plan, subject to and in accordance with these Rules.

**Rules** means these rules of the Plan, as varied from time to time.

**Share Registry** means MUFG Corporate Markets (AU) Limited (ACN 083 214 537) or any other share registry appointed to maintain the share register of the Company from time to time.

**Shares** means fully paid ordinary shares in the capital of the Company, and any other shares in the capital of the Company that the Directors decide are eligible for participation in the Plan.

## **1.2 Interpretation**

Headings are for convenience only, and do not affect interpretation of these Rules.

Unless the contrary intention appears, in these Rules:

- (a) the word “person” includes a body corporate, a partnership and a joint venture;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a document or these Rules includes any variation or replacement of it;
- (d) a reference to a particular person includes a reference to the person’s legal personal representatives, executors, administrators and successors;
- (e) a reference to legislation includes regulations and other instruments made under it and any variation or replacement of any of them;
- (f) a reference to the exercise of a power or discretion includes a decision not to exercise the power or discretion; and
- (g) the meaning of general words is not limited by specific examples introduced by “including”, “for example” or “such as” or similar expressions.

---

## **2 Commencement of Plan**

The Directors may determine the date on which the Plan and these Rules will commence operation.

---

## **3 Eligibility and participation in the Plan**

### **3.1 Eligible Shareholders**

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

### **3.2 No transfer**

Participation in the Plan is optional and is not transferable.

### **3.3 DRP Election Form**

Subject to Rule 3.5, to apply to participate in the Plan, Eligible Shareholders must complete, authenticate (by any means authorised by the Directors from time to time) and lodge a DRP Election Form with the Share Registry.

A DRP Election Form can be obtained from the Company’s Share Registry and from the Company’s website at <https://www.vivaenergy.com.au/investor-centre>.

### **3.4 Joint holders**

Subject to Rule 3.5, all joint holders of Shares must authenticate a DRP Election Form 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 Plan with respect to the Shares jointly held.

### **3.5 Electronic facility**

The Directors may determine that Eligible Shareholders can lodge DRP Election Forms (and Notices of Variation under Rule 7.1) electronically or through any other means as determined by the Directors from time to time, including through the Company's website or through a website or other electronic facility of an authorised third party. Any DRP Election Forms (and Notices of Variation) lodged electronically must comply with the terms and conditions of the relevant facility.

### **3.6 Multiple shareholding accounts**

If an Eligible Shareholder holds Shares in more than one shareholding account, the Eligible Shareholder must lodge a separate DRP Election Form for each holding of Shares in relation to which they wish to participate in the Plan.

### **3.7 Trustee of Company's employee equity plans**

Where an Eligible Shareholder:

- (a) acts as trustee for one or more of the Company's employee equity plans; and
- (b) holds parcels of Shares on trust on behalf of specific officers or employees of the Company,

the Company may determine that Shares held by the trustee on behalf of each officer or employee be treated as a separate holding for the purposes of the Plan, subject to any specific requirements that the Company determines from time to time, in which case:

- (c) a separate DRP Election Form must be lodged by the Eligible Shareholder with respect to each officer or employee's separate holding that is to participate;
- (d) subject to paragraphs 3.7(e) and 3.7(f), these Rules will apply as if each officer or employee's separate holding were held by a separate Participant;
- (e) the trustee may direct the Company to transfer Shares Allocated under the Plan directly into the name of the relevant officer or employee; and
- (f) for the avoidance of doubt, the Eligible Shareholder will be the sole Participant, and after the Shares have been Allocated to the officer or employee, the officer or employee will not become a Participant and the Shares Allocated will not be Plan Shares under the Plan, unless and until the officer or employee lodges a separate DRP Election Form in relation to the Shares registered in the officer's or employee's name.

---

## **4 Degree of participation**

### **4.1 Participation**

An Eligible Shareholder who wishes to participate in the Plan must elect on their DRP Election Form the degree to which they wish to participate in the Plan. Participation in the Plan may be either:

- (a) full participation for all the Participant's Shares held in the relevant shareholding account from time to time, however acquired (including Shares Allocated under the Plan); or
- (b) partial participation for a specific number of Shares held in the relevant shareholding account, as nominated by the Participant. If at the Dividend Record Date for a Dividend, the number of Shares held by the Participant in the relevant shareholding account is fewer than the nominated number, then the Plan will apply only to that lesser number for that Dividend. Any additional Shares subsequently acquired by the Participant, whether under the Plan or otherwise, will not participate in the Plan unless the Participant submits a Notice of Variation in accordance with Rule 7.1.

### **4.2 Limited participation**

Despite Rule 4.1, the Directors may at any time by written notice to Eligible Shareholders limit participation in the Plan by limiting the amount of Dividend which may be reinvested under the Plan.

### **4.3 Application taken to be for full participation**

Despite Rule 4.1, a DRP Election Form received by the Company may be taken to be an application for full participation in the Plan for all shareholding accounts of the relevant Eligible Shareholder if that Eligible Shareholder does not clearly indicate on their DRP Election Form:

- (a) the shareholding account to which the DRP Election Form applies; or
- (b) the election regarding the degree of participation in the Plan.

An Eligible Shareholder is not entitled to any notice under this Rule 4.3.

---

## **5 Acceptance of applications**

### **5.1 Directors' discretion**

The Directors may in their absolute discretion accept or refuse any DRP Election Form, or terminate participation in the Plan by any Participant, without having to give any reason for their decision.

### **5.2 Rejection of DRP Election Form**

If the Directors refuse to accept a DRP Election Form, or terminate participation in the Plan by a Participant, the Company must notify the relevant Eligible Shareholder or Participant as soon as is reasonably practicable that their DRP Election Form has been rejected.



### **5.3 Effectiveness of DRP Election Form**

Subject to Rule 5.1, an Eligible Shareholder's participation in the Plan commences from the first Dividend payment that occurs after the Company receives and accepts their DRP Election Form, provided it is received no later than 5pm (Sydney time) on the first Business Day after the Dividend Record Date for that Dividend, and continues until the earlier of:

- (a) the DRP Election Form being superseded by a later Notice of Variation;
- (b) the Participant terminating their participation in the Plan;
- (c) the Participant's participation in the Plan being terminated by the Directors; or
- (d) the Plan being suspended or terminated.

### **5.4 Record of Plan participation**

- (a) The Company will establish and maintain a Plan account for each shareholding account of each Participant.
- (b) The Company will record, for each shareholding account of each Participant, particulars of:
  - (i) the name and address of the Participant; and
  - (ii) the number of Plan Shares held by the Participant in that shareholding account from time to time.
- (c) The Company's records will be conclusive evidence of the matters recorded.

### **5.5 Significance of applying**

By applying to participate in the Plan in accordance with Rule 3, an applicant:

- (a) represents to the Company that it is an Eligible Shareholder;
- (b) authorises the Company (and its Directors, officers or agents) to correct any error in, or omission from, the applicant's DRP Election Form or any Notice of Variation;
- (c) acknowledges that the Company may at any time irrevocably determine that the applicant's DRP Election Form or any Notice of Variation is valid, in accordance with these Rules, even if the DRP Election Form or Notice of Variation is incomplete, contains errors or is otherwise defective;
- (d) acknowledges that the Company may reject any DRP Election Form or Notice of Variation;
- (e) acknowledges that any discount that may be applicable under Rule 6.4 may be different from one Dividend to the next; and
- (f) acknowledges that none of the Directors, the Company or the Share Registry has provided the applicant with any investment advice or financial product advice, or has any obligation to provide any investment advice or financial product advice concerning the applicant's decision to apply to participate in the Plan.

---

## 6 Reinvestment of Dividends

### 6.1 Reinvestment

- (a) The Directors may determine whether to Allocate Shares by issuing Shares to a Participant or by transferring Shares to a Participant, or a combination of both, to satisfy the obligations of the Company under these Rules from time to time.
- (b) Any Dividends on Plan Shares which the Company is entitled to retain under its Constitution or otherwise will not be available for acquiring Shares under the Plan.
- (c) Any portion of a Participant's Dividends on Plan Shares:
  - (i) which is deductible by the Company from the Dividends payable to that Participant in respect of withholding tax; or
  - (ii) which the Company is otherwise entitled or required to withhold, deduct or retain for any reason from the Dividends payable to that Participant,

will not be applied to acquire Shares under the Plan.

### 6.2 Plan accounts

At the time of each Dividend payment, the Company will:

- (a) determine the Dividends payable in respect of the Plan Shares held in each Plan account which may be reinvested under the Plan (before any deduction referred to in paragraph (b) below);
- (b) determine any amount to be withheld or deducted under Rule 6.1, and any other sum the Company is entitled to retain in respect of the Plan Shares held in each Plan account;
- (c) in respect of each Plan account, credit the relevant amount referred to in paragraph (a) above and debit any relevant amount referred to in paragraph (b) above;
- (d) in respect of each Plan account, determine the maximum whole number of Shares which can be acquired by the relevant Participant under these Rules, by using the formula set out in Rule 6.3;
- (e) on behalf of and in the name of the Participant, subscribe for or cause the acquisition via transfer of the number of Shares determined under paragraph (d) above and debit the aggregate Allocation Price for those Shares against the balance in the Participant's Plan account; and
- (f) carry forward any residual positive balance.

### 6.3 Entitlement formula

The number of Shares Allocated to each Participant in respect of a Dividend payment will be the whole number of Shares equal to, or when not a whole number, the nearest whole number (rounded down) of Shares calculated in accordance with the formula below and Rule 6.5:

$$\frac{D - T + R}{A}$$

where:

- D is the aggregate amount of the Dividends payable on the Participant's Plan Shares as at the Dividend Record Date for that Dividend which may be reinvested under the Plan;
- T is any withholding tax or other amount the Company is entitled to withhold, deduct or retain in relation to the Dividends or the Plan Shares;
- R is the residual positive balance carried forward in the Participant's Plan account;
- A is the Allocation Price.

Shares will not be Allocated under the Plan if the Allocation would breach the Listing Rules or any applicable law.

#### **6.4 No discount unless otherwise determined**

No discount will apply for the purposes of calculating the Allocation Price unless the Directors determine otherwise. If the Directors resolve to apply a discount for the purposes of calculating the Allocation Price, the discount must not exceed any percentage amount determined by the Directors from time to time.

Any discount determined by the Directors for a particular Dividend may differ from any discount determined by the Directors for any other Dividend.

The discount determined for a particular Dividend:

- (a) may be nil; and
- (b) may be varied by announcement on the Company's website and to ASX at any time, but any variation will not apply to Dividends already announced.

#### **6.5 Residual positive balance**

If the number of Shares Allocated under the Plan to any Participant is the nearest whole number below the number determined in accordance with Rule 6.3, then the difference between the positive balance of the Participant's Plan account (before Allocation) and the aggregate Allocation Price for those Shares will be recorded as a residual positive balance in the Participant's Plan account and will be carried forward, on behalf of the Participant, to the next Dividend. No interest will accrue in respect of any residual positive balance recorded in the Participant's Plan account. When participation in the Plan terminates, any residual positive balance held in the Participant's Plan account will be dealt with as the Directors think fit, including deciding that the Company retain the residual positive balance or arranging for it to be donated to a registered charity. In such cases, the Participant is taken to have directed the Company to donate the residual positive balance to a registered charity on their behalf.

#### **6.6 Statements**

As soon as practicable after each Allocation of Shares under the Plan, the Company will send to each Participant, for each shareholding account in which the Participant holds Plan Shares, a statement setting out:

- (a) the number of the Participant's Plan Shares on the Dividend Record Date for the relevant Dividend;

- (b) the aggregate amount of the Dividends payable in respect of that Participant's Plan Shares which has been applied towards acquiring additional Shares under the Plan;
- (c) if applicable, the amount of any withholding tax or other amount which has been withheld, deducted or retained from the Dividend payment on the Participant's Plan Shares under Rule 6.2(b);
- (d) the number and Allocation Price of additional Shares acquired by that Participant under the Plan, and the date they were acquired;
- (e) the total number of Shares (including Plan Shares) in respect of which that Participant is the registered holder in the shareholding account; and
- (f) the amount of any residual positive balance for that Participant (if applicable).

### **6.7 Equal ranking**

All Shares Allocated under the Plan will rank equally in all respects with existing Shares which are in the same class of securities.

### **6.8 Allocation of Shares and despatch of statements**

Shares to be Allocated under the Plan will be Allocated within the time required by the ASX. Shareholder statements for those Shares will be despatched as soon as practicable after the Allocation.

### **6.9 Quotation on ASX**

The Company must apply to ASX for official quotation of any Shares issued under the Plan if other Shares which are in the same class of securities are quoted on ASX at that time.

### **6.10 Underwriting**

The Directors may arrange for the Plan to be partially or fully underwritten in respect of any Dividend, with one or more underwriters.

---

## **7 Variation or termination of participation**

### **7.1 Notice of Variation**

By lodging with the Company a Notice of Variation, a Participant may:

- (a) increase or decrease the number of its Plan Shares; or
- (b) terminate its participation in the Plan.

Subject to Rule 3.5, a Notice of Variation must be lodged for each shareholding account in which a Participant holds Plan Shares. To be effective for a future Dividend, the Notice of Variation must be received by the Share Registry no later than 5pm (Sydney time) on the first Business Day after the Dividend Record Date for that Dividend.

### **7.2 Participation taken to be terminated**

If a Participant disposes of all the Participant's Shares without giving the Company a Notice of Variation and is not registered as a holder of any Shares as

at the Dividend Record Date for a Dividend, the Participant is taken to have terminated their participation in the Plan on the last date when the Company registered a transfer of the Participant's Shares.

A Participant is also taken to have terminated their participation in the Plan upon the Participant ceasing to be an Eligible Shareholder.

### **7.3 Part disposal and no notice**

When a Participant disposes of part of the Participant's holding of Shares, and does not notify the Company otherwise, the Shares disposed of, to the extent possible, will be taken to be:

- (a) first, Shares which are not Plan Shares; and
- (b) secondly, Plan Shares.

### **7.4 Termination on death or bankruptcy**

If a Participant dies, their participation in the Plan terminates when the Company receives written notice of their death. If a Participant is declared bankrupt or is wound-up, their participation in the Plan terminates when the Company receives 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 one or more joint holders does not automatically terminate participation in the Plan provided the remaining holder or all remaining joint holders are Eligible Shareholders.

---

## **8 Modification, suspension and termination of the Plan**

### **8.1 Directors may act**

The Plan may be:

- (a) modified (including by variation of these Rules);
- (b) suspended;
- (c) recommenced; or
- (d) terminated,

by the Directors at any time.

### **8.2 Modification**

If the Plan or these Rules are modified, a Participant continues to participate in the Plan unless the Participant terminates their participation in the Plan by submitting a Notice of Variation in accordance with Rule 7.1, or is taken to have terminated their participation under Rule 7.2 or Rule 7.4.

### **8.3 Suspension**

If the Plan is suspended, Participants' elections as to participation in the Plan cease to be effective and all Shares are taken not to be Plan Shares for the purpose of any Dividend that is determined and paid while the Plan is suspended.

#### **8.4 No Dividends during suspension**

While the Plan is suspended, Dividends on Plan Shares will not be applied on any Participant's behalf in acquiring Shares under the Plan.

#### **8.5 Recommencement**

If the Plan is recommenced following a suspension, all prior suspended DRP Election Forms and Notices of Variation by Participants will be reinstated and will be valid and effective in accordance with these Rules for the purposes of the recommenced Plan, unless determined otherwise by the Directors and notified to Participants in accordance with Rule 8.6.

#### **8.6 Notice of modification, suspension and termination**

The Company will give notice of any:

- (a) **termination of the Plan** to Participants before the effective date of the termination;
- (b) **variation of the Plan or Rules** (other than simply an exercise of a discretion, authority or power under these Rules) to Eligible Shareholders before the effective date of the variation; and
- (c) **suspension or recommencement of the Plan** to Participants as soon as reasonably practicable before or after the effective date of the suspension or recommencement.

---

### **9 General**

#### **9.1 Notices by Company**

Notices to Participants or Eligible Shareholders to be given by the Company or Directors under these Rules or in relation to the Plan may be provided in any manner (including by public announcement, advertisements in any newspapers circulating generally in Australia, notice on the Company's website, announcement to ASX or mailed or emailed written notices) which the Directors consider appropriate to bring the matter or event to the notice of Participants or Eligible Shareholders, as the case may be, having regard to the nature of the matter or event for which notice is being given and other relevant circumstances.

#### **9.2 No liability**

No liability will arise on the part of, or right of action against, the Company or its Directors, officers, employees, representatives or agents as a result (directly or indirectly) of:

- (a) the establishment and operation of the Plan, and any participation (or refusal to accept, or termination of, participation) in the Plan; or
- (b) any variation, suspension, recommencement or termination of the Plan.

#### **9.3 Omission or non-receipt of notice**

The accidental omission to give any notice under these Rules, including notice of any participation limits, variation, suspension, recommencement or termination of the Plan or participation in the Plan to any Participant or Eligible Shareholder or the non-receipt of any notice by any Participant or Eligible Shareholder, will not invalidate notice of the effect of the notice, including the participation limit,

variation, suspension, recommencement or termination of the Plan or participation in the Plan, as the case may be.

---

## **10 Administration of the Plan**

The Directors will administer the Plan in accordance with the Listing Rules and the Constitution and applicable law.

The Directors have the power to:

- (a) determine procedures for the administration of the Plan consistent with these Rules;
- (b) settle in any manner as they think expedient or appropriate any difficulties, anomalies or disputes which may arise in connection with the operation of the Plan, whether generally or in relation to any Eligible Shareholder or Participant or any Shares. Any determination of the Directors is conclusive and binding on all Eligible Shareholders, Participants and other persons to whom the determination relates; and
- (c) delegate to any person for any period of time and on any conditions as they determine, the exercise of any of their powers or discretions under the Plan and these Rules.

---

## **11 Participants to be bound**

Participants are at all times bound by these Rules.

---

## **12 Tax**

None of the Company or its Directors, officers, employees, representatives or agents:

- (a) take any responsibility or assume any liability for, or as a consequence of, the taxation liabilities of Participants; or
- (b) represent or warrant that a Participant will gain any taxation advantage, or will not incur any taxation liability or disadvantage, as a result of participation in the Plan.

---

## **13 Costs to Participants**

No brokerage, commission or other transaction costs will be payable by Participants in respect of Shares Allocated under the Plan. However the Company does not assume any liability for any taxes or other imposts assessed against or imposed on a Participant.

---

## **14 Governing law**

These Rules will be governed by and construed in accordance with the laws of Victoria, Australia.

---

## **15 Additional information**

Copies of the Company's most recent annual report, these Rules and financial statements are available to every Eligible Shareholder free of charge from the Company's website <https://www.vivaenergy.com.au/investor-centre> or on request by contacting the Share Registry.