

ASX Announcement

Not for release to US wires services or distribution in the United States

28 February 2024

Establishment of Dividend Reinvestment Plan

In accordance with ASX Listing Rule 3.17.1, attached is a copy of a letter and sample instruction form to be despatched to eligible Kelsian Group Limited (ASX:KLS) ('Kelsian') shareholders in respect of the establishment of a dividend reinvestment plan ('DRP'). A full copy of the DRP rules and a set of 'frequently asked questions' about participation in the DRP referred in the shareholder letter are also attached.

Authorised for lodgement with the ASX by the Company Secretary, Joanne McDonald

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ABOUT KELSIAN

Kelsian is Australia's largest integrated multi-modal transport provider and tourism operator, with established bus operations in Australia, Singapore, USA, and the Channel Islands. Kelsian provides essential journeys for our customers by delivering safe and intelligent transport solutions designed to improve the sustainability and liveability of the communities we serve.

Kelsian has over 30 years' experience delivering tourism and passenger transport services. The Group is a leader in sustainable public transport as the operator of Australia's largest zero emission bus fleet and Australia's largest electrified bus depot.

As at 31 December 2023, Kelsian directly employs over 12,000 people and operates over 5,500 buses, 115 vessels and 24 light rail vehicles that delivered around 332 million customer journeys over the last year.

Not for release to US wire services or distribution in the United States

Wednesday, 28 February 2024

Dear Shareholder,

Kelsian Group Limited – Establishment of dividend reinvestment plan

Kelsian Group Limited (ASX:KLS) ('Kelsian' or the 'Company') is pleased to introduce a Dividend Reinvestment Plan ('DRP').

The DRP will allow eligible Kelsian shareholders to reinvest any dividends paid on some or all of their fully paid ordinary shares in Kelsian. No brokerage, commission or other administration costs will be payable by shareholders on additional Kelsian shares transferred or issued under the DRP.

You now have three options in relation to your Kelsian dividends:

1. reinvest the full amount of the dividend in acquiring additional fully paid ordinary shares in Kelsian;
2. reinvest part of the dividend in acquiring additional fully paid ordinary shares in Kelsian and receive the rest in cash; or
3. receive the total dividend payment in cash.

You can read the full terms and conditions of the DRP rules and a set of 'frequently asked questions' about participation in the DRP at www.kelsian.com/investor. Interested shareholders are strongly encouraged to read the DRP rules and seek their own investment and financial advice before electing to participate.

Participation in the DRP is optional. If you wish to participate, or vary or terminate your participation, you must elect to do so using an instruction form available at www.kelsian.com/investor or by logging into the InvestorServe portal at www.investorserve.com.au.

For each dividend, Kelsian will publish on its website and on www.asx.com.au relevant information in relation to the dividend and the DRP, including the DRP election date and information on the allocation price when available.

If you have any questions, please contact Kelsian's share registry, Boardroom Pty Limited, on 1300 737 760 (within Australia) or +61 2 9290 9600 (outside Australia) or at enquiries@boardroom.com.au or Davina Gunn, Investor Relations Manager, on +61 400 896 809 or davina.gunn@kelsian.com.

Yours sincerely,



Jeffrey R. Ellison AM
Chairman

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Dividend Reinvestment Plan Rules

Kelsian Group Limited
ACN 109 078 257

Effective: 28 February 2024

Disclaimer

These rules contain important information in relation to the Kelsian Group Limited Dividend Reinvestment Plan (**DRP**). Please read these rules carefully before deciding whether to participate in the DRP. Any information provided by Kelsian Group Limited in these rules is of a general nature only and does not take into account your personal circumstances. You should consult your own financial, legal or tax adviser if you are unsure about what is the best option for you.

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1 Definitions

The meanings of the terms used in these Rules are set out below (unless the contrary intention appears).

Term	Meaning
Allocated Shares	the Shares Allocated to a Participant under the DRP
Allocate, Allocated or Allocation	(a) the issue of new Shares to; (b) the acquisition of Shares for; or (c) any combination of the issue of new Shares to or the acquisition of Shares for, a Participant under the DRP, as the case may be
Allocation Price	in respect of an Allocation, the price at which those Shares are Allocated, being: (a) the Average Market Price of Shares during the Pricing Period less the Discount (if any), and rounded to the nearest cent; or (b) such other price determined by the Board in its absolute discretion
ASX	ASX Limited (ACN 008 624 691) or the stock market operated by ASX Limited (as the case may be)

Term	Meaning
Average Market Price	<p>the arithmetic average of the daily volume weighted average price for Shares traded on ASX (and any other Prescribed Financial Markets as determined by the Board) on market during the applicable Pricing Period, excluding:</p> <p>(a) special crossings, crossings prior to the commencement of the open state or normal trading, 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</p> <p>(b) any trades that the Board determines to exclude on the basis that the trades are not fairly reflective of genuine supply and demand</p>
Board	the board of directors of the Company, or any committee of the board or a duly authorised person or body to which the board has delegated its powers
Business Day	a day which is a business day within the meaning of the Listing Rules
Company	Kelsian Group Limited ACN 109 078 257
Constitution	the constitution of the Company as amended from time to time
Corporations Act	the <i>Corporations Act 2001</i> (Cth)
Discount	the percentage discount determined by the Board from time to time to be applied in calculating the Allocation Price
Dividend	any cash dividend or cash component of any dividend per Share announced and payable by the Company

Term	Meaning
Dividend Payment	for a Shareholder, the relevant Dividend multiplied by the number of Shares held by that Shareholder as at the relevant Dividend Record Date, subject to rule 10(b) and less any resident and/or non resident withholding tax or any other amounts the Company is required to deduct from the payment (or which the Company is entitled and determines to deduct)
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, the terms of which are set out in these Rules, as varied from time to time
DRP Account	the account established and maintained for each Participant under the DRP
DRP Instruction Form	the form (whether in paper format or completed electronically, as applicable) relating to the DRP used to apply for participation in the DRP, or to vary or terminate a Participant's participation in the DRP, as approved by the Board from time to time
Election Date	in respect of a Dividend, the date by which a DRP Instruction Form must be received to be effective for that particular Dividend, which will be 5.00pm on the Business Day after a Dividend Record Date, as required by the Listing Rules or such other date determined by the Board
Eligible Shareholder	has the meaning given in rule 4(d)
Full Participation	has the meaning given in rule 8(b)

Term	Meaning
Listing Rules	the listing rules of ASX and any other rules of ASX which are applicable while the Company is admitted to the official list of ASX, except to the extent of any waiver by ASX
Maximum Participating Holding	the maximum permitted number of Participating Shares (if any) determined by the Board from time to time under rule 9(a)
Minimum Participating Holding	the minimum permitted number of Participating Shares (if any) determined by the Board from time to time under rule 9(a)
Non-Participating Shares	a Participant's Shares other than their Participating Shares
Partial Participation	has the meaning given in rule 8(c)
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
Prescribed Financial Market	a financial market prescribed for the purposes of the definition of 'prescribed financial market' in section 9 of the Corporations Act, and any other financial market(s), in each case as determined by the Board from time to time
Pricing Period	in respect of a Dividend, the period determined by the Board, being a period of not less than five Trading Days (commencing either before or after the relevant Dividend Record Date, as determined by the Board) or such other period determined by the Board in its absolute discretion
Requirements	the Corporations Act, the Listing Rules and any other applicable operating rules of ASX
Rules	these rules of the DRP as varied from time to time

Term	Meaning
Share	a fully paid ordinary share in the capital of the Company
Shareholder	a registered holder of Shares at a relevant Dividend Record Date
Share Registry	the share registry which maintains the Company's share register
Trading Day	a full day on which Shares are quoted, and not suspended from quotation or made subject to a trading halt, on ASX provided that it is not a day on which ASX is closed or on which trading on ASX is suspended generally

2 Rules of interpretation

In these Rules, unless the contrary intention appears:

- (a) any heading, index or table of contents is for convenience only and does not affect interpretation;
- (b) the singular includes the plural and vice versa;
- (c) a gender include any other gender;
- (d) where an expression is defined, its other grammatical forms have a corresponding meaning;
- (e) any reference to any enactment, part of an enactment or the Listing Rules includes a reference to that enactment, part of that enactment or those Listing 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;
- (f) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;
- (g) 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;

- (h) 'includes' or 'including', 'for example' or similar words do not limit what else might be included;
- (i) a reference to dollars or \$ is to Australian currency;
- (j) a reference to a price is to the relevant dollar amount rounded to 2 decimal places; and
- (k) all references to time are to Sydney time.

3 Commencement of the DRP

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

4 Eligibility to participate

- (a) The Board may from time to time invite Eligible Shareholders to participate in the DRP.
- (b) Participation in the DRP is subject to these Rules.
- (c) Participation in the DRP by Eligible Shareholders:
 - (i) is optional and voluntary;
 - (ii) is not transferable; and
 - (iii) may be varied or terminated at any time in accordance with **rule 16**.
- (d) Subject to **rules 4(e)** and **4(g)**, an '**Eligible Shareholder**' is, in respect of a particular Dividend Record Date, a person who, at that Dividend Record Date, was recorded in the Company's share register as a registered holder of at least the Minimum Participating Holding (or, if there is no Minimum Participating Holding at the Dividend Record Date, one Share). For the avoidance of doubt, a person who is not a registered holder of Shares is not an Eligible Shareholder even if such person holds a beneficial interest in Shares.
- (e) Notwithstanding **rule 4(d)**, unless the Board determines otherwise, the following persons will not be Eligible Shareholders:
 - (i) any entity or person who is (or who is acting on behalf of or for the account or benefit of an entity or person who is) in or resident in the United States of America, its possessions or territories, or whose address on the Company's share register is in any of those places; or

- (ii) any entity or person who is connected (whether by location, residency, registered address or otherwise) with any jurisdiction other than Australia and New Zealand in a manner which in the opinion of the Board may make the offer, issue, transfer or acquisition of Shares by or to the entity or person unlawful, impracticable or would involve any actual or anticipated expense, administrative complexity or be unduly onerous.
- (f) The Board has absolute discretion to make a final determination as to whether or not any class of Shareholder or particular Shareholder is an Eligible Shareholder for the purposes of these Rules, and to change any such determination, in its discretion and as and when it sees fit. In making this determination, the Board may consider, among other things, whether such participation would or may be impracticable, impossible or illegal and any actual or anticipated inconvenience or expense in allowing, or investigating the possibility of allowing, such participation.
- (g) 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 number of Shares issued or transferred under the DRP to a Participant) if the Board considers that the participation of those Shares might:
 - (i) breach any law of Australia including the Corporations Act, the *Foreign Acquisitions and Takeovers Act 1975* (Cth), the Listing Rules or the Constitution; or
 - (ii) prejudice the effective operation of the DRP; or
 - (iii) be undesirable or impractical.
- (h) It is the responsibility of each Shareholder to confirm their eligibility to participate in the DRP and to obtain any necessary approvals to enable that Shareholder to participate in the DRP. In administering the DRP, the Company is entitled to rely on representations or warranties by Shareholders as to matters effecting their eligibility to participate. Before electing to participate in the DRP, Shareholders should seek independent professional advice including tax and securities law advice.

5 Multiple and joint holdings

- (a) Where an Eligible Shareholder has more than one holding of Shares:
 - (i) each holding will be treated as separate for the purposes of the DRP, such that a separate DRP Instruction Form must be lodged with respect to each separate holding that is to participate; and

- (ii) these Rules will apply as if each such holding were held by a separate Participant,

unless the Board determines otherwise.

- (b) If Shares are jointly held by two or more Eligible Shareholders, all joint holders of such Shares must sign a single DRP Instruction 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 DRP with respect to the Shares jointly held.

6 Broker, trustee or nominee accounts

If:

- (a) a shareholding account appearing in the Company's share register relates to a broker's clearing account, trustee or nominee; and
- (b) the broker, trustee or nominee notifies the Company:
 - (i) that the relevant Shares are held for a number of different persons; and
 - (ii) specifies the number of Shares held for each of such persons as at a particular Dividend Record Date (although the names of such persons need not be specified),

then the Board may determine that each such holding shall, as at that Dividend Record Date, be taken to represent a separate Shareholder for the purpose of the Minimum Participating Holding (if any) and the Maximum Participating Holding (if any), and these Rules will be read and interpreted accordingly.

7 Acceptance of participation

- (a) Application to participate in the DRP must be made using a DRP Instruction Form sent:
 - (i) electronically through the Company's website or that of an authorised third party including the Share Registry;
 - (ii) via electronic message validly sent to the Share Registry from the operating system used by ASX;
 - (iii) in accordance with the instructions on the DRP Instruction Form; or
 - (iv) using such other means as the Board may determine in its discretion,

provided that any DRP Instruction Form lodged electronically must comply with the applicable terms and conditions of the electronic lodgement facility.

- (b) Subject to **rule 4(g)**, a DRP Instruction Form lodged by an Eligible Shareholder is effective upon receipt by the Company, the Share Registry or other person (as applicable) provided that, unless the Board determines otherwise:
 - (i) a DRP Instruction Form received on or after the Election Date is not effective in respect of that Dividend but is effective in respect of subsequent Dividends; and
 - (ii) the Board has absolute discretion to:
 - (A) accept or reject a DRP Instruction Form which is not properly completed or signed, or which cannot be authenticated as valid by any means authorised by the Board from time to time; or
 - (B) prior to acceptance, clarify with the Eligible Shareholder any instruction with respect to the DRP Instruction Form for it to be properly completed or authenticated.
- (c) A DRP Instruction Form electing participation in the DRP validly submitted or otherwise accepted by the Company remains in effect until:
 - (i) the Participant varies or terminates participation in the DRP under these Rules;
 - (ii) the Company terminates the DRP under **rule 18**; or
 - (iii) the Participant ceases to be an Eligible Shareholder, in which case the DRP Instruction Form will become effective again if and at such time as the Shareholder recommences being an Eligible Shareholder.

8 **Extent of participation**

- (a) Participation may be either full or partial. A DRP Instruction Form must specify whether the Eligible Shareholder has elected Full Participation or Partial Participation, and if Partial Participation is elected, the DRP Instruction Form must clearly specify the number of Shares that are to be Participating Shares.
- (b) **'Full Participation'** means that all Shares registered in the Participant's name from time to time are (subject to the Maximum Participating Holding) Participating Shares. Where a Participant 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:

- (i) the Requirements; and
 - (ii) the Maximum Participating Holding.
- (c) **'Partial Participation'** means that only the number of Shares specified as participating in the DRP Instruction Form submitted by the Participant are Participating Shares provided that, if at the relevant Dividend 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 DRP Instruction Form to this effect for the relevant Dividend). Any additional Shares subsequently acquired by that Participant (whether under the DRP or otherwise), will not participate in the DRP unless that Shareholder submits a further valid DRP Instruction Form.
- (d) If a DRP Instruction Form does not, in the opinion of the Board, clearly indicate the level of participation in the DRP, it will be deemed to be an application for Full Participation.

9 Minimum Participating Holding and Maximum Participating Holding

- (a) The Board may from time to time determine a minimum and/or maximum permitted number of Participating Shares per Participant (whether in respect of a particular Dividend or Dividends generally) that may participate in the DRP by notification on the Company's website and to ASX.
- (b) To the extent a DRP Instruction Form has specified a number of Participating Shares less than a prevailing Minimum Participating Holding (including an election of Full Participation where the number of Participating Shares would otherwise be less than that limit), for so long as the Minimum Participating Holding applies:
- (i) the number of Participating Shares for that Participant for the purposes of these Rules is deemed to be zero; and
 - (ii) any Shares specified in the DRP Instruction Form as Participating Shares are deemed not to be Participating Shares, and any Dividend payable in respect of them will be paid by the Company in accordance with its usual arrangements for the payment of Dividends.
- (c) To the extent a DRP Instruction Form has specified a number of Participating Shares in excess of the prevailing Maximum Participating Holding (including an election of Full Participation where the number of Participating Shares would otherwise exceed that limit), for so long as the Maximum Participating Holding applies:

- (i) the number of Participating Shares for that Participant for the purposes of these Rules is deemed to be the Maximum Participating Holding; and
- (ii) any Shares specified in the DRP Instruction Form as Participating Shares in excess of the Maximum Participating Holding are deemed not to be Participating Shares, and any Dividend payable in respect of them will be paid by the Company in accordance with its usual arrangements for the payment of Dividends.

10 Reinvestment of Dividends and residual balances

- (a) Each Dividend Payment 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.
- (b) A Dividend payable in respect of Participating Shares is not available for reinvestment under the DRP to the extent the Company is entitled to and does retain or otherwise deal with the Dividend or part of the Dividend in accordance with its Constitution or any legal requirements (including withholding tax).
- (c) A DRP Account will be established and maintained for each Participant. In respect of each Dividend payable to a Participant:
 - (i) the Company will determine the Dividend Payment in respect of that Participant's Participating Shares;
 - (ii) the Company will credit the amount in **rule 10(c)(i)** to the Participant's DRP Account, and that payment constitutes payment of the Dividend on the Participant's Participating Shares;
 - (iii) the Share Registry will determine the maximum whole number of additional Shares which may be acquired under the DRP at the Allocation Price by dividing the amount in the Participant's DRP Account by the Allocation Price and rounding that number down to the nearest whole number;
 - (iv) on behalf of and in the name of the Participant, the Share Registry will subscribe for or purchase the number of Shares determined under **rule 10(c)(iii)** and debit the Participant's DRP Account with the total of the price for the Allocated Shares; and
 - (v) the Share Registry will retain in the Participant's DRP Account, without any interest accruing or being paid and on the terms set out in these Rules, any cash balance remaining (rounded down to the nearest cent) unless and until the cash balance is applied in accordance with these Rules.

- (d) Subject to **rule 10(e)**, any residual balance in a Participant's DRP Account will be aggregated with any further Dividend Payment credited to the Participant's DRP Account.
- (e) Where:
 - (i) the DRP is suspended or terminated by the Company pursuant to these Rules; or
 - (ii) 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 paid to the Participant in any manner and on the terms determined by the Board.

11 Price of Shares

- (a) Shares are Allocated under the DRP at the Allocation Price. The determination by the Board of the Allocation Price is binding on all Participants.
- (b) The Average Market Price must be calculated by the Board or another suitable person nominated by the Board, by reference to information the Board approves for that purpose from time to time.
- (c) A Discount (if any) or Pricing Period may be different from one Dividend to the next, and either may be determined or varied by announcement on the Company's website and to ASX at any time.

12 Allocation of Shares

- (a) The Board may, in its discretion, satisfy the Company's obligations to Allocate Shares under these Rules by:
 - (i) causing the Company to issue new Shares; or
 - (ii) cause existing Shares to be acquired for transfer to Participants; or
 - (iii) undertaking any combination of the options above,to satisfy the Company's obligations under these Rules.
- (b) If the Board decides to Allocate Shares to Participants by way of a transfer of Shares, those Shares may be acquired in such manner as the Board determines at its discretion.

- (c) 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:
 - (i) the next Dividend paid; and
 - (ii) any offer of Shares open when the Shares are issued under the DRP.
- (d) Shares will be Allocated within the time required by the Listing Rules.
- (e) Shares Allocated pursuant to the DRP will be registered on the share register on which the Participant already holds Shares or, if the Participant holds Shares on more than one share register, on the share register which the Board determines.
- (f) Where the Shares Allocated pursuant to the DRP 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 Listing Rules.

13 Underwriting

The Board may, in its absolute discretion, choose to partially or fully underwrite the DRP in respect of any Dividend with one or more underwriters.

14 DRP statements

On, or as soon as practicable after, each Dividend Payment Date, the Company or Share Registry must forward to each Participant a statement in a form determined by the Board detailing:

- (a) the number of the Participant's Participating Shares as at the relevant Dividend Record Date;
- (b) the amount of the relevant Dividend Payment in respect of the Participant's Participating Shares (including any amounts deducted from the Dividend payable);
- (c) the amount (if any) in the Participant's DRP Account immediately prior to payment of the relevant Dividend;
- (d) the number of Shares Allocated to the Participant under these Rules and the date of Allocation of those Shares;
- (e) the cash balance (if any) retained in the Participant's DRP Account after deduction of the amount payable on Allocation of the additional Shares;
- (f) the Participant's total holding of Shares after Allocation;

- (g) the Allocation Price of each Share Allocated to the Participant;
- (h) the franked amount (if any) of the Dividend Payment and the franking credit (if any) attached to the Dividend; and
- (i) any other matters required by law to be included in the statement.

15 The effect of applying for participation

By applying to participate in the DRP, the Participant:

- (a) warrants to the Company that it is an Eligible Shareholder;
- (b) agrees to be bound by the Constitution in relation to any Shares Allocated to the Participant under these Rules;
- (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 Share Registry (and their officers or agents) to correct any error in, or omission from, any DRP Instruction Form;
- (e) acknowledges that the Board may at any time irrevocably determine that the applicant's DRP Instruction Form is valid, in accordance with these Rules, even if the DRP Instruction Form is incomplete, contains errors or is otherwise defective;
- (f) acknowledges that the Board may reject any DRP Instruction Form;
- (g) consents to the establishment of a DRP Account on its behalf;
- (h) consents to any entitlement to a fraction of a Share produced by the calculation in **rule 10(c)** being dealt with in accordance with **rule 10**;
- (i) agrees to the appointment of the Company, or a nominee (including a broker or the Share Registry) appointed by the Company, as the Participant's agent to acquire Shares on ASX where the Company decides to Allocate Shares to Participants by acquiring existing Shares in accordance with **rule 12** (and for the avoidance of doubt, the Participant agrees to the Company or its nominee taking all steps necessary to register the Shares in the Participant's name, including the execution of any share transfers required);
- (j) acknowledges that the Company may, in its absolute discretion, arrange for the DRP to be fully or partially underwritten in respect of any one or more Dividends with one or more underwriters;
- (k) acknowledges that neither the Company nor the Share Registry (nor any officer of the Company or the Share Registry) has provided the Participant

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;

- (l) acknowledges that neither the Company nor the Share Registry (nor any officer of the Company or the Share Registry) will be liable or responsible to the Participant for any loss or disadvantage suffered or incurred by the Participant as a result, directly or indirectly, of the establishment or operation of the DRP or participation in the DRP or in relation to any advice given with respect to participation in the DRP;
- (m) warrants that its participation:
 - (i) complies with all applicable laws; and
 - (ii) would not require the Company to file an offer document in any jurisdiction with which the Participant is connected,and that any governmental approvals or consents required for it to participate in the DRP have been obtained; and
- (n) unconditionally agrees to the Rules and agrees not to do any act or thing which would be contrary to the spirit, intention or purpose of the DRP or these Rules,

in each case at all times until (other than in respect of **rule 15(b)**) termination of the DRP or the cessation of the Participant's participation in the DRP.

16 Variation or termination of participation

- (a) A Participant may at any time give written notice to the Company or Share Registry using a DRP Instruction Form to:
 - (i) increase or decrease the number of its Shares participating in the DRP (including by varying participation for Partial Participation to Full Participation, or vice versa); or
 - (ii) terminate its participation in the DRP,in which case the alteration or termination takes effect in accordance with **rule 7(b)**.
- (b) If a Participant increases its level of participation in the DRP to Full Participation, **rule 8(b)** applies.
- (c) If a Participant decreases its level of participation in the DRP or increases its level of participation in the DRP to a level below Full Participation, **rule 8(c)** applies.

- (d) If a Participant dies, participation in the DRP terminates upon receipt by the Company of written notice of the death. If a Participant is declared bankrupt or is wound-up, participation in the DRP terminates upon receipt by the Company of a notification of bankruptcy or winding-up from the Participant or the Participant's trustee in bankruptcy or liquidator, as the case may be. The death, bankruptcy or winding-up of one or more joint holders does not automatically terminate participation provided the remaining holder or all remaining joint holders are Eligible Shareholders.
- (e) Upon termination of participation in the DRP for whatever reason (including termination of the DRP under **rule 18**), the Company or Share Registry must forward, unless otherwise directed, to the Participant a statement of the Participant's DRP Account made out to the date of termination.

17 Reduction or termination of participation where no notice is given

- (a) 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 16(a)**, the remaining Shares held by the Participant continue to be Participating Shares.
- (b) Where only some of a Participant's Shares are Participating Shares and the Participant disposes of part of the Participant's total holding, the Shares disposed of are deemed not to be non-Participating Shares. If the number of Shares disposed of is more than the Participant's Non-Participating Shares, the disposal is deemed to include all the Participant's Non-Participating Shares, and the balance (if any) will be attributed to Participating Shares.
- (c) 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.

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

- (a) The DRP or these Rules may be varied, suspended or terminated by the Board at any time as notified on the Company's website and to ASX. For the avoidance of doubt, where the Company has announced that the DRP will operate in respect of a Dividend, the Board retains the discretion to suspend the DRP in respect of that Dividend at any time prior to the Dividend Payment Date.
- (b) If the DRP or these Rules are varied, a Participant continues to participate under the DRP and these Rules in their varied form unless the Participant

varies or terminates its participation in the DRP by submitting a DRP Instruction Form in accordance with these Rules.

- (c) 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.
- (d) Any suspension under **rule 18(c)** will continue until such time as the Board resolves to recommence or terminate the DRP.
- (e) The DRP may be reinstated following a suspension in accordance with this **rule 18** 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 DRP Instruction Form is lodged, unless the Board determines otherwise.

19 Costs to Participants

- (a) No brokerage, commission, or other transaction costs are payable by Participants in respect of Shares Allocated under the DRP.
- (b) Unless the Board determines otherwise, Participants will be liable for any stamp duty applicable in respect of shares Allocated to them under the DRP. At the date of these Rules, no stamp duty is payable in Australia.
- (c) The Company may, to the extent permitted by law, apply its funds in the payment of brokerage, commission, or other transaction costs in respect of Shares Allocated under the DRP.

20 Taxation

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

- (a) takes any responsibility or assumes any liability for, or as a consequence of, the tax liabilities of any person in connection with the DRP; or
- (b) represents or warrants that any person will gain any taxation advantage or will not incur a taxation liability or disadvantage as a result of participation in the DRP.

21 General

- (a) Subject to the Requirements, any notice to be given to Shareholders or Participants by the Company may be given in any manner the Board consider appropriate including, but not limited to, by notice on the Company website, by way of announcement to ASX, or in accordance with

the provisions regarding the giving of notices to Shareholders contained in the Constitution and Corporations Act.

- (b) The Share Registry will record, with respect to each Participant:
 - (i) the name and address of the Participant (being the name and address in the Company's share register from time to time); and
 - (ii) the number of Participating Shares held by the Participant from time to time.
- (c) The Share Registry's records are conclusive evidence of the matters recorded in them.
- (d) Any power, discretion or function of the Company under these Rules may be exercised or undertaken by the Board, and the Board may delegate any such power, discretion or function to any person.
- (e) Subject to the Constitution, the Board may:
 - (i) implement the DRP in the manner the Board thinks fit; and
 - (ii) settle any difficulty, anomaly or dispute which may arise either generally or in a particular case in connection with, or by reason of, the operation of the DRP or these Rules as the Board thinks fit, whether generally or in relation to any Shareholder or DRP Account or any Shares, and the determination of the Board is conclusive and binding on all relevant Shareholders and other persons to whom the determination relates.
- (f) Neither the Company nor the Share Registry (nor any of their officers, employees, agents or advisers) is liable or responsible to any Shareholder or Participant for any claim, actual or alleged loss, damage or disadvantage suffered or incurred by them, directly or indirectly, in connection with the DRP, including as a result of:
 - (i) the establishment or operation of the DRP;
 - (ii) participation or non-participation in the DRP; or
 - (iii) any advice given with respect to participation in the DRP by any person.
- (g) The DRP, its operation and these Rules are governed by the laws of the State of South Australia and each Shareholder submits to the jurisdiction of the Courts of that State and the Courts which may hear appeals from those Courts.
- (h) Despite anything else in these Rules, the Listing Rules prevail to the extent of any inconsistency with these Rules.

Kelsian Group Limited Dividend Reinvestment Plan – Frequently Asked Questions

Q. How does the DRP work?

A. If you are an Eligible Shareholder and you elect to participate in the DRP using an Instruction Form, you will be allocated the number of Shares (after deducting any necessary withholding tax or other sum as required under the DRP Rules) which the cash Dividend would purchase at the Allocation Price, rounded down to the nearest whole Share. Where the allocation calculation would result in a fraction of a Share being allocated to you, the residual amount attributable to that fraction will be retained (without interest) in your DRP account. The amount in your DRP account will then be added to the next Dividend to which the DRP applies for the purpose of calculating the number of Shares to be allocated to you under the DRP in respect of that later Dividend, or returned to you if the DRP is terminated or you cease participating in the DRP.

Q. Who is eligible to participate in the DRP?

A. All shareholders are eligible to participate in the DRP (other than those who have registered addresses in places where the Board determines that participation would be unlawful, impracticable or would involve any actual or anticipated expense, administrative complexity or be unduly onerous). The Company will announce any decision by the Board with respect to eligibility under the DRP Rules at the same time as each Dividend is announced.

Q. How do I make a DRP election?

A. To participate in the DRP, you need to:

- make your election online via the InvestorServe portal at www.investorserve.com.au; or
- download an Instruction Form from the Company's website at www.kelsian.com/investor and return it to the Share Registry at the address shown on the Instruction Form; or
- provide a valid electronic instruction through other means as permitted under the DRP Rules.

For the election to be effective in respect of an upcoming Dividend, your Instruction Form must be received by the Share Registry (either in paper format or electronically) before 5.00pm Sydney time on the business day after the Dividend Record Date for that Dividend. If your Instruction Form is received on or after this time, it will not become effective until the following Dividend.

Q. Can I participate in the DRP in respect of some but not all of my Company shares?

A. Yes. If you do not want to participate in the DRP in respect of all of your Shares, you can nominate a specific number of your Shares on the Instruction Form to participate in the DRP. This is referred to as 'Partial Participation'. In this case, only part of your Dividend will be reinvested in additional Shares when the DRP applies to a Dividend. The Dividend entitlement on the balance of your shareholding that is not participating in the DRP will be paid to you in cash.

Q. Can I change my DRP election?

A. Yes. You may vary the level of participation or withdraw from participation in the DRP at any time by submitting an Instruction Form to the Share Registry. Refer to "How do I make a DRP election" above for more details. For the change to be effective in respect of an upcoming Dividend, your Instruction Form must be received by the Share Registry (either in paper format or electronically) before 5.00pm Sydney time on the business day after the Dividend Record Date for that Dividend. If your Instruction Form is received on or after this time, it will not become effective until the following Dividend.

Q. What happens if I am participating in the DRP and sell some or all of my Shares?

A. If you have elected 'Full Participation' and then dispose of some of your Shares, Dividends on all of your remaining participating Shares will continue to be reinvested under the DRP for each Dividend in respect to which the DRP applies. If you have elected 'Partial Participation' and you dispose of some of your Shares, unless you notify the Share Registry otherwise the Shares disposed of will be treated as coming from Shares that do not participate in the DRP and the balance, if any, will be treated as coming from Shares that do participate. In each case, if you later acquire more Shares, these will participate in the DRP to the extent indicated in your last DRP Instruction Form. If you have ceased to hold any Shares by the time of a Dividend Record Date, you are deemed to have terminated your participation in the DRP at that Dividend Record Date.

Q. Does the DRP apply in respect of every Dividend?

A. No. In addition to varying, suspending or terminating the DRP, the Board may at any time determine that the DRP will not apply to a particular Dividend by making an announcement to the market to that effect. The Company will announce to the market whether the DRP applies in respect of a particular Dividend at the same time the Dividend is announced.

Q. What do I need to do if I have a number of shareholdings in the Company?

A. You must complete and lodge a separate Instruction Form for each of your shareholdings registered in different names or with a different Shareholder Reference Number (SRN) or Holder Identification Number (HIN).

Q. Do I have to pay to participate in the DRP?

A. No. You do not have to pay any brokerage, commission or other administration cost on Shares transferred or issued under the DRP. However, you will be responsible for any applicable assessed taxes.

Q. At what price will Shares be issued or transferred to me under the DRP?

A. Shares will be issued or transferred to you under the DRP at the Average Market Price of Shares for the Pricing Period less any discount determined by the Board from time to time, or at such other price determined by the Board in its absolute discretion. The Average Market Price of Shares is the average of the daily volume weighted average market price of Shares of the Company sold on the trading system operated by ASX Limited (and, if the Board determines, such other platforms or systems on which Shares may be traded) over the Pricing Period determined by the Board (being not less than five trading days commencing either before or after the relevant Dividend Record Date) or such other period determined by the Board in its discretion. The Pricing Period for determining the Average Market Price may commence after the deadline for the receipt of Instruction Forms, so the Allocation Price may not be known when deciding if you will be participating in the DRP for the Dividend in question.

The Allocation Price you pay for Shares will be the same regardless of whether the Company issues new Shares or acquires them on-market.

Q. When will I receive details of Shares issued or transferred to me under the DRP?

A. Following each Dividend Payment Date in respect to which the DRP applies, you will be sent a DRP statement setting out certain information about your participation in the DRP, including the number of Shares Allocated to you under the DRP and the cash balance carried forward on any residual amount of the Dividend after that Allocation (representing a fraction of a Share after the calculation of the number of shares to be Allocated to you under the DRP in relation to that Dividend).

Q. Can the DRP be varied, suspended or terminated?

A. Yes. The Board may vary, suspend or terminate the DRP at any time by notification to ASX.

Q. What happens if I terminate my participation in the DRP, or the DRP is terminated?

A. If you withdraw from the DRP or the DRP is terminated, you will cease to participate in the DRP with effect from the Dividend Record Date for the next Dividend. Any residual balances that you hold in your DRP account will be paid to you in cash.

Q. What about tax implications?

A. The Company recommends that you obtain professional taxation advice about the consequences of participating in the DRP. The Company takes no responsibility for any taxation liabilities of Participants.

DRP Eligibility Notice to Nominees and Shareholders Resident Outside Australia

Kelsian Group Limited ACN 109 078 257 (ASX:KLS) ('**KLS**') has adopted a Dividend Reinvestment Plan ('**DRP**') which allows certain eligible KLS shareholders to reinvest all or part of any dividend paid on their fully paid ordinary shares ('**Shares**') in additional Shares ('**New Shares**').

Capitalised terms used and not otherwise defined in this notice have the meanings given to them in the **DRP Rules** effective 28 February 2024 ('**DRP Rules**'). The **DRP Rules** and a copy of the **DRP Instruction Form** is available at www.kelsian.com/investor or by logging into the InvestorServe portal at <https://www.investorserve.com.au>.

The price per New Share and other information about dividends declared by KLS from time to time will be set out in an Appendix 3A.1 *Notification of Dividend / Distribution* that KLS is required to lodge with ASX ('**Dividend Notification**'), which will be available at: www.asx.com.au.

The **DRP Rules**, **DRP Instruction Form** and **Dividend Notification** are collectively referred to as the '**DRP Documents**'.

The **DRP Documents** do not constitute an offer of New Shares in any jurisdiction in which it would be unlawful. In particular, the **DRP Documents** may not be distributed to any person, and the New Shares may not be offered or sold, in any country outside Australia except to the extent permitted below.

New Zealand

The New Shares are not being offered or sold to the public within New Zealand other than to existing shareholders of KLS with registered addresses in New Zealand to whom the offer of the New Shares is being made in reliance on the Financial Markets Conduct (Incidental Offers) Exemption Notice 2021.

The **DRP Documents** have not been registered, filed with or approved by any New Zealand regulatory authority. The **DRP Documents** are not a product disclosure statement under New Zealand law and are not required to, and may not, contain all the information that a product disclosure statement under New Zealand law is required to contain.

Canada

The **DRP Documents** constitute an offering of the New Shares in Canada in all its Provinces (the '**Provinces**') where existing shareholders of KLS are resident. This document is not, and under no circumstances is to be construed as, an advertisement or a public offering of securities in the Provinces.

No securities commission or other authority in the Provinces has reviewed or in any way passed upon the **DRP Document**, the merits of the New Shares and any representation to the contrary is an offence.

No prospectus has been, or will be, filed in the Provinces with respect to the offering of New Shares or the resale of such securities. Any person in the Provinces lawfully participating in the offer will not receive the information, legal rights or protections that would be afforded had a prospectus been filed and receipted by the securities regulator in the applicable Provinces.

Any resale of the New Shares in the Provinces must be made in accordance with applicable Canadian securities laws, which may require resales to be made in accordance with an exemption from prospectus requirements. Such resale restrictions do not apply to a first trade in a security (such as New Shares) of a foreign issuer (such as KLS) that is not a reporting issuer in Canada through an exchange or market outside of Canada (such as ASX).

KLS as well as its directors and officers may be located outside Canada and, as a result, it may not be possible for purchasers to effect service of process within Canada upon KLS or its directors or officers. All or a substantial portion of the assets of KLS and such persons may be located outside Canada and, as a result, it may not be possible to satisfy a judgment against KLS or such persons in Canada or to enforce a judgment obtained in Canadian courts against KLS or such persons outside Canada.

United States

The DRP Documents do not constitute an offer to sell, or a solicitation of an offer to buy, any securities in the United States. The New Shares have not been, and will not be, registered under the US Securities Act of 1933 (**'US Securities Act'**) and may not be offered or sold in the United States except in transactions exempt from, or not subject to, the registration requirements of the US Securities Act and applicable US state securities laws.

In particular, the only shareholders of KLS in the United States who may participate in the DRP are "qualified institutional buyers" (as defined in Rule 144A under the US Securities Act) and officers and directors of KLS and its subsidiaries.

Any US shareholder wishing to participate in the DRP must complete and return to KLS a US investor certificate making certain customary representations. This certificate is available on request from the share registry by contacting enquiries@boardroomlimited.com.au.

United Kingdom

Neither the DRP Documents nor any other document relating to the DRP has been delivered for approval to the Financial Conduct Authority ('FCA') in the United Kingdom and no prospectus (within the meaning of section 85 of the Financial Services and Markets Act 2000, as amended ('FSMA')) has been published or is intended to be published in respect of the New Shares.

The DRP Documents are made available on a confidential basis to existing shareholders of KLS and the New Shares may not be offered or sold in the United Kingdom except in circumstances that do not require the publication of a prospectus pursuant to section 86(1) FSMA. The offer of New Shares falls within an exemption set out in Article 1(4)(h) of the UK Prospectus Regulation on the basis that it relates to dividends paid out to existing

shareholders in the form of shares of the same class as the shares in respect of which such dividends are paid, provided that a document is made available containing information on the number and nature of the shares and the reasons for and details of the offer.

The DRP Documents should not be distributed, published or reproduced, in whole or in part, nor may its contents be disclosed by recipients to any other person in the United Kingdom.

Any invitation or inducement to engage in investment activity (within the meaning of section 21 FSMA) received in connection with the issue or sale of the New Shares has only been communicated or caused to be communicated and will only be communicated or caused to be communicated in the United Kingdom in circumstances in which section 21(1) FSMA does not apply to KLS.

In the United Kingdom, the DRP Documents are being made available only to, and is directed at, persons (i) who fall within Article 43 (members of certain bodies corporate) of the Financial Services and Markets Act 2000 (Financial Promotions) Order 2005 (SI 2005/1529), or (ii) to whom it may otherwise be lawfully communicated (together "relevant persons"). The investment to which the DRP Documents relate is available only to relevant persons. Any person who is not a relevant person should not act or rely on any DRP Document.

Jersey

No offer or invitation to subscribe for New Shares may be made to the public in Jersey. The DRP is available in Jersey only to existing shareholders of KLS and to the extent they constitute less than 50 persons.

Nominees

Nominees and custodians may not distribute any DRP Document, and may not permit any beneficial shareholder to participate in the DRP, in any country outside Australia, Canada, Jersey, New Zealand, the United Kingdom and the United States of America (to the extent permitted to participate) except, with the consent of KLS, to beneficial shareholders resident in certain other countries where KLS may determine it is lawful and practical to make the DRP available.

Signing Instructions

Individual: This form is to be signed by the Securityholder.
Joint Holding: Where the holding is in more than one name, all the Securityholders must sign.
Power of Attorney: To sign as Power of Attorney, you must have already lodged it with Boardroom Pty Limited.
Alternatively, attach a certified photocopy of the Power of Attorney to this form.
Companies: In accordance with the company's constitution and *Corporations Act 2001* (Cth)
(or for New Zealand Companies, the *Companies Act 1993*)
Please indicate the office held by signing in the appropriate space

Please indicate the office held by signing in the appropriate space.

Privacy Statement:

The personal information provided in this form is collected by Boardroom Pty Limited, as registrar for the issuer of the securities you hold. Boardroom Pty Limited's privacy policy can be viewed on our website (www.boardroomlimited.com.au). Alternatively, you may contact Boardroom on 1300 737 760 and request a copy be sent to you.

Your personal information is required for administration of the register of securityholdings. Should some or all of the requested information not be provided correct administration of your securityholding may not be possible. Your personal information may be disclosed to the issuer of the securities you hold, its or our related bodies corporate, external service companies such as print or mail service providers or otherwise as permitted by law. If, in accordance with the provisions of the Corporations Act the issuer of the securities you hold approves, you may be sent marketing material in addition to general corporate communications. You may elect not to receive marketing material by contacting Boardroom Pty Limited. You can obtain access to your personal information and (if required) advise of any incorrect, inaccurate or out of date data information held, by contacting Boardroom's Privacy Officer on 1300 737 760.

Please return the completed form by post, fax or email to:

Post: Boardroom Pty Limited
GPO Box 3993, Sydney NSW 2001, Australia

Fax: +61 2 9279 0664

Email: enquiries@boardroomlimited.com.au