

ASX Announcement

Establishment of Dividend Reinvestment Plan

Sydney: Friday, 23 June 2023

Endeavour Group Limited (**Endeavour**) (ASX:EDV) today announced it has established a Dividend Reinvestment Plan (**DRP**) for shareholders. It is currently anticipated that the DRP will apply for any F23 final dividend and for subsequent dividends.

The DRP provides eligible shareholders with a registered address in Australia or New Zealand with the opportunity to reinvest dividends on all or part of their shareholding to acquire additional shares in Endeavour. Shares acquired under the DRP are free of brokerage, commission and other transaction costs.

Attached to this announcement is the DRP booklet, comprising the DRP frequently asked questions and DRP Rules, and a DRP Election Form. The DRP booklet and DRP Election Form will be sent to shareholders, and elections can also be made online using the Investor Login on our Share Registry's website at www.linkmarketservices.com.au. Details of the DRP and the DRP Rules are also available on our website at www.endeavourgroup.com.au under 'Investor relations' then 'Share price and dividends'.

Shareholders should carefully read the DRP Rules and seek their own financial, legal and/or tax advice before deciding whether to participate.

Participation in the DRP is voluntary. Shareholders who do not wish to participate in the DRP do not need to take any further action.

If there are questions in relation to the DRP, please contact our Share Registry, Link Market Services on +61 1300 420 545 or via email at endeavour@linkmarketservices.com.au.

The release of this announcement was authorised by the Board.

ASX Announcement

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Dear Shareholder

Endeavour Group Limited (**Endeavour**) has established a Dividend Reinvestment Plan (**DRP**) which will provide eligible shareholders with the opportunity to reinvest dividends on all or part of their shareholding to acquire additional shares in Endeavour. It is currently anticipated that the DRP will apply for any F23 final dividend and for subsequent dividends.

Key features of the DRP:

- The DRP is a convenient way for you to increase your shareholding in Endeavour
- Participation in the DRP is voluntary and available to shareholders with a registered address in Australia or New Zealand, who do not hold Endeavour shares only on behalf of another person who resides outside Australia and New Zealand. You are receiving this letter because your current registered address is in Australia or New Zealand, but you will need to confirm your eligibility to participate
- You can choose the degree to which you wish to participate in the DRP - full or partial
- Shares acquired under the DRP are free of brokerage, commission and other transaction costs
- Shares allocated under the DRP will rank equally with existing shares
- You may join, vary your participation in, or terminate your participation in, the DRP at any time, subject to adequate notice being given to Endeavour in accordance with with the DRP Rules

The DRP booklet, comprising the DRP frequently asked questions and DRP Rules, are enclosed with this letter and are also available on our website at www.endeavourgroup.com.au under 'Investor relations' then 'Share price and dividends'. You should carefully read the DRP Rules and seek your own financial, legal and/or tax advice before deciding whether to participate.

If you wish to participate in the DRP, please lodge the DRP Election Form by:

- completing the enclosed physical DRP Election Form and returning it to Link Market Services in the return envelope; or
- registering online using the Investor Login on our Share Registry's website at www.linkmarketservices.com.au and completing the online election.

If you have any questions on the DRP please contact Link Market Services on +61 1300 420 545 or via email at endeavour@linkmarketservices.com.au.

Yours sincerely

Peter Hearl

Chairman





Dividend Reinvestment Plan Booklet

23 June 2023

Endeavour Group Limited
ACN 159 767 843

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Disclaimer

The Endeavour Group Limited Dividend Reinvestment Plan (DRP) booklet, comprising the DRP frequently asked questions and DRP Rules, contain important information and should be read carefully.

The information provided by Endeavour Group Limited (Endeavour) is general only and does not take into account personal circumstances. If in doubt, Eligible Shareholders should obtain their own professional advice in relation to the financial and tax implications of participating in the Plan.

Given the complex nature of taxation and other legislation, and the diverse taxation and financial circumstances applying to Eligible Shareholders, Endeavour takes no responsibility for any advice expressed or implied in the DRP booklet. Taxation and other laws may also change and Endeavour has no obligation to update the DRP booklet to reflect any such changes.

Frequently asked questions (FAQs)

Capitalised terms not defined in these FAQs have the meaning given to them in the Endeavour Group Limited Dividend Reinvestment Plan Rules (**Rules**). These FAQs are for general information only and, to the extent of any inconsistency, the Rules prevail.

What is the Plan?

The Plan allows Participants to increase their Endeavour shareholding by reinvesting their Dividends to acquire additional Shares (after deducting any withholding tax or other sum as required under the Rules). The number of Shares Participants receive under the Plan will be rounded down to the nearest whole Share, with any residual amount retained in the Participant's Plan account.

The Directors determine whether the Plan will apply in respect of any particular Dividend, and will announce this to the market at the same time as a Dividend is announced.

Who is eligible to participate in the Plan?

Shareholders with registered addresses in Australia and New Zealand are generally eligible to participate in the Plan, unless they only hold Shares on behalf of another person who resides outside Australia and New Zealand.

Other shareholders may also be eligible to participate in some circumstances. See the Rules for more information.

How can Eligible Shareholders participate?

To apply to participate in the Plan, Eligible Shareholders need to lodge a DRP Election Form by:

- (a) completing an online election via the Investor Login on our Share Registry's website at www.linkmarketservices.com.au; or
- (b) completing the physical form which can be obtained from our Share Registry and from our website at www.endeavourgroup.com.au and returning it to the Share Registry at the address shown on the form.

To participate in the Plan for a Dividend, the DRP Election Form must be received before 5pm (Sydney time) on the first Trading Day after the Dividend Record Date for that Dividend.

When will participation begin?

Participation begins with the first Dividend after receipt of a Participant's DRP Election Form, provided it is received before 5pm (Sydney time) on the first Trading Day after the Dividend Record Date for that Dividend.

How is the Allocation Price of the Plan Shares calculated?

The Allocation Price will be calculated based on the Average Market Price of Shares sold on the ASX during a period of not less than 5 Trading Days commencing 2 Trading Days after the Dividend Record Date for the relevant Dividend (or as the Directors determine). The Directors may decide that you can acquire the Shares at a discount.

Do all my Shares have to participate in the Plan?

Eligible Shareholders may elect to participate in the Plan for all or part of their holding, subject to any minimum and/or maximum limits on the number of participating Shares as the Directors may specify. There is currently no minimum or maximum number of Shares set for participation in the Plan.

How many Shares will I receive?

The number of Shares that a Participant will receive will be calculated by multiplying the number of participating Shares held by that Participant (Plan Shares) at the Dividend Record Date by the Dividend, deducting any withholding tax and any other applicable deductions, and then dividing this amount by the Allocation Price of the Plan Shares.

The calculation will be rounded down to the nearest whole number of Shares, and any applicable residual balance will be retained in the Participant's Plan account.

Frequently asked questions (FAQs)

How will I know how many Shares I receive under the Plan?

Participants will be sent a statement after the Shares have been Allocated, including details of the Plan Shares.

How will my Plan Shares be treated for the subsequent dividend payments?

If you choose to participate fully in the Plan, all Shares held by you at each Dividend Record Date will be treated as participating in the Plan for that Dividend.

If you choose to partially participate in the Plan, only the number of Shares you have specified on your DRP Election Form (or subsequent Notice of Variation) will be Plan Shares.

What if I have more than one shareholding in Endeavour?

Eligible Shareholders will need to lodge a separate DRP Election Form for each shareholding registered under different names or each shareholding bearing different shareholder reference numbers or holder identification numbers.

What are the tax implications of Plan participation?

Dividends reinvested into Shares are usually treated as dividends received in the hands of the shareholder for Australian tax purposes. For Australian resident shareholders, it is possible that a tax liability may arise in respect of the Dividends that are reinvested into Shares, even though you do not receive the Dividend as a cash payment. The taxation implications will, however, depend on your individual circumstances. The Company cannot advise on the taxation implications of participating in the Plan. If you have any questions regarding taxation implications, please consult your stockbroker, accountant or professional adviser.

Can I change my participation?

Participants can change their participation or terminate their participation in the Plan by completing a Notice of Variation and lodging it with the Share Registry. To be effective for a future Dividend, the Notice of Variation must be received before 5pm (Sydney time) on the first Trading Day after the Dividend Record Date for that Dividend.

What if I sell my Plan Shares?

Participants can sell Shares participating in the Plan at any time.

If a Participant disposes of some of their Shares and does not notify the Share Registry otherwise, the Shares disposed of will be taken to be, firstly Shares which are not participating in the Plan and then, if relevant, Shares that are participating in the Plan.

If a Participant sells participating Shares after the Dividend Record Date for a Dividend, the Dividend will still be reinvested under the Plan unless otherwise notified to the Share Registry before 5pm (Sydney time) on the first Trading Day after the Dividend Record Date for that Dividend.

Can the Plan be changed or terminated?

The Directors may vary the Rules or suspend or terminate the Plan at any time. If this occurs, the Directors will notify Participants and Eligible Shareholders in accordance with the Rules.

Enquiries

If you have further general enquiries about how the Plan operates and how you can participate, please contact our Share Registry, Link Market Services, on +61 1300 420 545 or via email at endeavour@linkmarketservices.com.au.

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 of not less than 5 Trading Days or as determined by the Directors, commencing 2 Trading 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 for the purpose. A determination by the Directors, or the person nominated by the Directors, of the price binds all Participants.

Board means the board of directors of the Company.

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 Endeavour Group Limited (ACN 159 767 843).

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.

Dividend Reinvestment Plan Rules

1 Definitions and interpretation (continued)

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 Directors.

Plan means the Endeavour 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 Link Market Services Limited (ABN 54 083 214 537) 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.

Trading Day means Monday to Friday inclusive, except New Year's Day, Good Friday, Easter Monday, Christmas Day, Boxing Day and any other day that ASX declares is not a trading day.

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 www.endeavourgroup.com.au.

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.

Dividend Reinvestment Plan Rules

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 Trading 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 DRP 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.

Dividend Reinvestment Plan Rules

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 amount credited to the Participant's Plan account (following the steps referred to in paragraphs (a) - (c) above) and the Allocation Price for those Shares;
- (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:

$$\text{Number of shares} = \frac{D - T + R}{A}$$

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 (if applicable)

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 paid to the Participant.

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.

Dividend Reinvestment Plan Rules

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 Trading 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 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 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

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.

Dividend Reinvestment Plan Rules

9 General

9.1 Notices by Company

Notices to Participants or Eligible Shareholders to be given by the Company or the Directors under these Rules or in relation to the DRP 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 the notice or 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 New South Wales, 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 www.endeavourgroup.com.au or on request by contacting the Share Registry.



X99999999999

A REINVESTMENT PLAN APPLICATION OR VARIATION

Please use a BLACK pen. Print CAPITAL letters inside the shaded areas.

A	B	C
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1	2	3
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Where a choice is required, mark the box with an 'X'

X

This form is to be completed where the securityholder wishes to have their payments reinvested under the rules of the Endeavour Group Limited Dividend Reinvestment Plan (DRP).

I/We warrant and affirm that I am an Eligible Shareholder/we are Eligible Shareholders as defined in the DRP Rules.

I/We being the above named holder of registered securities wish to participate in the DRP as indicated below.

I/We authorise the application of the payment to me/us with respect to the number of securities participating in the DRP at the price and subject to the rules of the DRP.

I/We hereby agree to be bound by the rules of the DRP in subscribing for additional securities.

I/We acknowledge that I/we may vary or cancel my/our participation in the DRP, in accordance with the rules of the DRP. This will cancel any earlier DRP instructions and take priority over any direct credit instructions.

I/We confirm that I/we make/give the representations, authorisations and acknowledgements in Rule 5.5 of the DRP Rules.

Degree of participation (cross appropriate box):

FULL PARTICIPATION — Including any further acquisitions.

or

PARTIAL PARTICIPATION —

Please specify the number of securities to participate in the DRP.

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or

CANCEL PARTICIPATION — If you wish to cancel your DRP participation.

B SIGNATURE(S) OF SECURITYHOLDER(S) – THIS MUST BE COMPLETED

Securityholder 1 (Individual)

Sole Director and Sole Company Secretary/Director (delete one)

Joint Securityholder 2 (Individual)

Director/Company Secretary (delete one)

Joint Securityholder 3 (Individual)

Date ____/____/____

Signing Instructions: This form should be signed by the securityholder. If a joint holding, all securityholders should sign. If signed by the securityholder's attorney, the power of attorney must have been previously noted by the registry or a certified copy attached to this form. If executed by a company, the form must be executed in accordance with the company's constitution and the *Corporations Act 2001* (Cth) (or for New Zealand companies, the *Companies Act 1993*).

Personal Information Collection Notification Statement: Link Market Services Limited has been appointed as Endeavour Group's Share Registry. In this capacity and in accordance with Chapter 2C of the *Corporations Act 2001*, Link is required to hold personal information about you as a shareholder on Endeavour Group's public register. Link advises that personal information it holds about you (including your name, address, date of birth and details of the financial assets) is collected by Link or its related companies (Link Group) to administer your shareholding. Some or all of your personal information may be disclosed to contracted third parties, or related Link Group companies in Australia and overseas. Your information may also be disclosed to Australian government agencies, law enforcement agencies and regulators, or as required under other Australian law, contract, and court or tribunal order. For further details about our personal information handling practices, including how you may access and correct your personal information and raise privacy concerns, visit Link's website at www.linkmarketservices.com.au for a copy of the Link Group condensed privacy statement, or contact Link by phone on +61 1800 502 355 (free call within Australia) 9am–5pm (Sydney time) Monday to Friday (excluding public holidays) to request a copy of our complete privacy policy.