

Bendigo Bank Limited
ACN 068 049 178

Employee Share Plan Rules

Bendigo Bank Limited

ACN 068 049 178

Employee Share Plan Rules

The Employee Share Plan is established for the benefit of employees of Group Companies. This includes the Company, its subsidiaries and other companies decided by the Board for this purpose.

The purpose of the Employee Share Plan is to provide a sense of ownership in the Company and to reward the employees of the Bendigo Bank Group. The Employee Share Plan is designed to encourage broad equity ownership and to align the rewards of Participants with the strategic long term goals and performance of the Company and the creation of shareholder wealth. It aims to achieve those objectives through the following.

- (a) Providing a long term rewards structure that is valued by staff.
- (b) Producing a better and more productive workplace within the Bendigo Bank Group.
- (c) Providing employees with financial benefits that are linked to the rewards experienced by shareholders by giving employees the opportunity to participate in the profits and growth of the Company.

Section A – Terms applying to invitation

1 Invitations

1.1 Invitation and Application for Eligible Employees to apply for Shares

- (a) From time to time the Board may invite (or arrange an invitation for) Eligible Employees to apply to acquire Shares and receive a Loan to pay for those Shares. The invitation will be made in writing. The terms that apply to the invitation and the Shares and the terms of the Loan, are those set out in this Plan and in any additional terms the Board decides.
- (b) An Eligible Employee who receives an invitation may participate in the Plan by completing and returning the Application attached to the invitation within the period set out in the invitation.
- (c) By completing an Application, the Eligible Employee agrees as follows.
 - To be bound by the terms of these rules and by any additional terms noted in the invitation.
 - To become a shareholder in the Company (and therefore be bound by the constitution of the Company).

- (d) The Board may accept an Application from an Eligible Employee only if, at the time the Application is received, the Eligible Employee satisfies any conditions imposed by the Board.

Example of a condition that may be imposed: That the Eligible Employee is an employee of a Group Company at the time of the Application.

- (e) The Board accepts an Application by telling the Eligible Employee the number of Shares that have been allocated to the Eligible Employee, the Acquisition Price of the Shares and the amount of the Loan.

1.2 Information that the Board will give to Eligible Employees

When the Board invites an Eligible Employee to apply for Shares, the Board must give the Eligible Employee at least the following information.

- (a) The number of Shares or maximum amount of the Loan.
- (b) The date and time when Applications must be received by the Company.
- (c) The terms of the Loan.
- (d) Any other relevant conditions to be attached to the Shares or the Loan.

Example of a condition: Any restrictions on transfer of Shares.

2 Acquisition of Shares

2.1 What the Company will do if it accepts the Eligible Employee's Application

If the Company accepts the Eligible Employee's Application, the Company will do the following.

- (a) The Company will provide, or arrange for a third party to provide to each Eligible Employee, a Loan to pay for the Shares at the Acquisition Price.
- (b) The Company will allocate Shares to or on behalf of the Eligible Employee.

2.2 Participant's entitlements and benefits

From the Allocation Date, the Participant will be beneficially entitled to the Shares and will be entitled to vote, receive notices issued to shareholders by the Company and, subject to rule 2.5, receive dividends.

2.3 Rights, entitlements and ranking of Shares

- (a) Until the Loan is repaid, the rights and entitlements attaching to the Shares must be exercised to comply with these rules.
- (b) Any Shares allocated under the Plan will rank equally in all respects with other Shares for the time being on issue. However, this does not apply in the following circumstances.
 - (1) In relation to any rights attaching to other Shares by reference to a record date before the date of allotment of the Shares under the Plan.
 - (2) If these rules provide otherwise in a particular circumstance.

2.4 Application for quotation of Shares issued under the Plan

The Company will apply for quotation of Shares issued under the Plan within the time period required by ASX.

2.5 Repayment of Loan out of dividends

If the Participant is entitled to a dividend – or any other amount decided by the Board - in relation to the Shares, the following applies.

- (a) The Participant is entitled to receive part of the dividend or amount. That part is equal to the estimated net tax payable by the Participant in relation to the dividend or amount. The Board will decide the estimated net tax and tell the Participant at the time a dividend is paid.
- (b) The Participant must use the remaining part of the dividend or amount to repay or reduce the Loan and instructs the Company to do this.

2.6 Repayment of Loan out of renounceable rights issue

If a Participant is entitled to renounceable rights in respect of any Shares, the following applies.

- (a) The Company must, as soon as practicable, invite the Participant to exercise the rights to acquire further Shares.
- (b) The Participant must acquire the further Shares by forwarding the necessary funds to the Company at least 7 days before the relevant closing date.
- (c) If the Participant does not forward the necessary funds to the Company at least 7 days before the relevant closing date, the following will happen.
 - (1) The Participant appoints the Company as his or her attorney.
 - (2) The Participant authorises the Company to sell or procure the sale of the renounceable rights.
 - (3) The Participant authorises the Company to apply the net proceeds of the sale to repay the Loan.

If the net sale proceeds exceed the Loan, the Company will pay the excess to the Participant.

2.7 Repayment of Loan in other ways

Except as required under clauses 2.5 and 2.6, the Participant does not have to repay part or all of the Loan unless a time period specified in Appendix A applies. However, a Participant may voluntarily repay part or all of the Loan at any time. The Board may impose a repayment window, specifying when Participants may repay their Loan.

3 Restriction on Dealing in Shares

- (a) Until the Loan is discharged, the Board may do the following.
 - (1) Impose a restriction on Dealing (in whole or in part) with Shares allocated to or on behalf of a Participant.

- (2) Implement any procedure it considers appropriate to restrict Dealing.
- (b) The Board must provide the Participant with details of any restriction at the time of the invitation under the Plan.

Note: Rule 1.2(d) requires the Board to give information to an Eligible Employee about any conditions – including any restrictions - attaching to the Shares.

- (c) If the Loan is discharged within the period specified under the Plan, and the Participant is entitled to the Shares under the Plan, the Company will release any restrictions on the Shares within 5 Business Days of the first to occur of the following.
 - (1) The Company receiving the payment that discharged the Loan.
 - (2) The Company being notified by a third party lender of receipt of payment.

The Participant can then Deal with the Shares, without any restrictions.

4 Bonus Shares

The Plan rules and the terms in Appendix A will apply to any bonus Shares that the Company issues to the Participant in relation to the Shares under the Plan, and during the period of the Loan.

5 Impact of specified events including end of employment, takeovers etc

The events referred to in Appendix A have the impact set out in Appendix A.

Examples of these events.

- A Participant's employment with a Group Company ending.
- A Change of Control.

If Appendix A allows the Company to sell the Participant's Shares, the following applies.

- (a) The Company will decide when the Shares will be sold, and will not be liable to the Participant in respect of the timing of, or price obtained for, the sale, or for any other circumstances relating to the sale of Shares.
- (b) To give effect to the power of attorney granted in Appendix A, the Participant authorises the Secretary, or any other authorised officer of the Company as follows.
 - (1) To complete and execute any documents, including share transfers.
 - (2) To do anything in the Participant's name and on their behalf that is convenient or necessary.

Section B – General Plan terms

6 Amendments

6.1 Power to Amend Plan

The Board may at any time resolve to Amend all or any of the provisions of the Plan, or the terms or conditions attaching to any Shares granted under the Plan. However, this power is restricted by clause 6.2.

6.2 Restrictions on Amendments

The Board cannot, without the Participant's consent, Amend the Rules or any other terms or conditions attaching to any Share granted under this Plan which reduces the rights of the Participant in respect of that Share. However, this restriction does not apply to an Amendment introduced primarily for any of the following purposes.

- (a) Complying with or conforming to present or future State or Commonwealth legislation or Listing Rules governing or regulating the maintenance or operation of the Plan or like Plans.
- (b) Correcting any manifest error or mistake.
- (c) Taking into consideration possible adverse tax implications to a Participant or a Group Company in respect of the Plan arising from any change in relation to taxation matters.

Examples: An adverse ruling from the Commissioner of Taxation, a change to tax legislation (including an official announcement by the Commonwealth of Australia), and a change in the interpretation of tax legislation by a court of competent jurisdiction.

6.3 Notice of Amendment

As soon as reasonably practicable after the Board makes any Amendment under rule 6.1, it will give notice of that Amendment to any Participant affected by the Amendment.

6.4 Non-Australian residents

When a Share is granted under the Plan to a person who is not a resident of Australia, the provisions of the Plan apply. However, the Board may alter the Plan as it decides having regard to any laws, matters of convenience and desirability and to any similar factors which may apply to the Participant or to any Group Company in relation to the Share.

7 Miscellaneous

7.1 No impact on rights of Participant

Nothing in this Plan does any of the following.

- (a) Confers on an Eligible Employee the right to receive an invitation under the Plan or to receive any Share before a Share is granted to the Eligible Employee under the terms of the Plan.
- (b) Confers on any Participant the right to continue as an employee in any Group Company or any rights a Group Company may have to end the employment of a Participant.
- (c) Confers any right to increase compensation or damages in any action brought against any Group Company in relation to a Group Company that ends the employment of a Participant.
- (d) Forms part of, or is incorporated into, any contract of any Eligible Employee.

7.2 Power of the Board

- (a) The Board administers the Plan and has power to do each of the following.
 - (1) Decide appropriate procedures for administering the Plan consistent with these Plan rules.
 - (2) Delegate to any one or more persons the exercise of any of its powers or discretions arising under the Plan. The Board may delegate for any period and on any conditions it decides.
 - (3) Appoint, remove or replace a trustee to hold – in accordance with this Plan - Shares issued or transferred under this Plan on behalf of a Participant.
- (b) The Board has absolute and unfettered discretion to act, or refrain from acting, as follows.
 - (1) Under or in connection with the Plan or any Shares granted under the Plan.
 - (2) In the exercise of any power or discretion under the Plan.
- (c) The only restrictions on this are set out in this Plan, the Listing Rules and as provided by the law.

7.3 Waiver of terms and conditions

The Board may at any time waive in whole or in part any terms or conditions in relation to any Shares or any Loan to the Participant to acquire Shares.

Example: The terms of repaying the Loan.

7.4 Dispute or disagreement

The decision of the Board is final and binding in relation to any dispute or disagreement about the interpretation of this Plan, or about any question or right arising from or related to the Plan or to any Shares granted under it.

7.5 Communication

- (a) Any notice or other communication under or in connection with this Plan must be in writing.
- (b) A document is to be treated as given to a person if it is left at, or is sent by post, fax or email, to the address, fax number or email address as set out below.
 - (1) In the case of the Company or any other company, to its registered office, or any address, fax or email address notified under this clause.
 - (2) In the case of an Eligible Employee or Participant or their representative, either to his or her last known residential address, fax or email address or to the address of the place of business at which the person performs the whole or substantially the whole of the duties of the person's office or employment.
- (c) The time that the document is to be treated as being given is as follows.
 - (1) If it is delivered, then at the time of delivery.
 - (2) If it is posted and properly addressed and stamped, then on the second business day at the place of address after posting.
 - (3) If it is faxed, then when it is received. A successful fax transmission report is sufficient proof of the time of receipt.
 - (4) If is emailed, then when it is received.

7.6 Costs and charges

- (a) The Company will bear all brokerage, commission, stamp duty or other transaction costs payable in relation to the issue or transfer of Shares to or on behalf of, each Participant.
- (b) Costs associated with disposing of Shares will be the responsibility of each individual Participant.

7.7 Laws governing Plan

The Plan and any Shares issued under it are governed by the laws of Victoria and the Commonwealth of Australia.

8 Definitions and Interpretation

8.1 Definitions

The following expressions have the meanings set out below.

Expression	Meaning
Amend	Includes change and add to.
Acquisition Price	The 7 day volume weighted average share price (VWAP) of Company shares as traded on Australian Stock Exchange in the 7 trading days ending one calendar week before the date of the invitation to Eligible Employees, unless the Board determines another price.
Allocation Date	The date on which the money is advanced to the Participant to pay for the Shares and those Shares are allocated to the Participant.
Application	An application to acquire Shares and to receive a Loan to finance the acquisition of those Shares following receipt of an invitation under this Plan.
ASX	Australian Stock Exchange Limited.
Board	The board of directors of the Company.
Business Day	A day on which trading banks are open for business in Victoria, except a Saturday, Sunday or public holiday.
Change of Control	This term has the meaning given to it in Item 4 of Appendix A.
Company	Bendigo Bank Limited, ACN 068 049 178.
Control	The meaning given in section 9 of the Corporations Act.
Dealing	Any event concerning the disposal or acquisition of a Share by way of sale, transfer, mortgage, pledge, assignment, alienation or creation of a security.
Eligible Employee	<p>A person employed by, or on behalf of, a Group Company who the Board decides is eligible to receive grants of Shares under the Plan.</p> <p>Note: A person remains an Eligible Employee even in the following circumstances.</p> <ul style="list-style-type: none">• They change employment from one Group Company to another.• They are on extended leave.

Group Company	The Company, its Subsidiaries and any other entity the Board decides to treat as a member of the group for the purposes of the Plan.
Listing Rules	The Listing Rules of ASX as they apply to the Company from time to time.
Loan	The amount of money advanced on the terms of the Plan by, or on behalf of, a Group Company to the Participant to acquire the Shares, less amounts repaid in accordance with these rules.
Participant	A person who is allocated a Share under the Plan. Note: A person will remain a Participant if they change employment from one Group Company to another.
Plan	The Employee Share Plan as set out in these rules, any amendments made under rule 6 and the information contained in Appendix A.
Share	A fully paid ordinary share in the capital of the Company.
Subsidiary	The meaning given in section 9 of the Corporations Act.
Takeover Bid	The meaning given in section 9 of the Corporations Act.

8.2 Interpretation

- (a) Any reference in the Plan to any enactment or the Listing Rules includes a reference to that enactment or those Listing Rules as from time to time amended, consolidated, re-enacted or replaced.
- (b) Any words denoting the singular include the plural and words denoting the plural include the singular.
- (c) If any word or phrase is given a definite meaning in this Plan, any part of speech or other grammatical form of that word or phrase has a corresponding meaning.
- (d) Any reference to the Board includes the Board, any committee of the Board, or any person or body to which the Board has delegated its powers under this Plan.
- (e) Headings and the Appendix form part of the terms of the Plan. Examples and notes do not form part of the terms of the Plan.