



Sundance Energy Australia Limited

03 August 2016

Sundance Energy Australia Limited (the **Company**) is pleased to provide details as attached of the Sundance Share Purchase Plan (**SPP**) which was approved by shareholders at an Extraordinary General Meeting on 12 July 2016.

This SPP gives shareholders the opportunity to subscribe for shares in the Company, at the same price (A\$0.13 per share) as the placement price offered to professional and sophisticated investors under the Company's recent successful A\$80 million placement (details of which were released to ASX on 01 June 2016).

The funds raised by the SPP and Placement will be used:

- to fund an accelerated development program;
- for working capital to target bolt-on acquisitions;
- for transaction costs; and
- for other general corporate purposes.

Participation in the SPP is entirely voluntary. If Eligible Shareholders decide to participate, they may apply for one of three different parcels of Shares as set out below.

Application amount at Issue Price of A\$0.13	Number of Shares*
\$15,000	115,385
\$10,000	76,924
\$5,000	38,462

*Shares are rounded up to the next whole number.

The right to participate in the SPP is only available to Australian and New Zealand Shareholders who were registered as holders of fully paid ordinary shares in the Company at the close of business 31 May 2016 (Sydney time). The offer is non-renounceable, **opening on Wednesday, 3 August 2016 and closing on Friday, 19 August 2016.**

Applications may be scaled back, at the Company's discretion.

The document fully sets out the terms and conditions of the SPP.

Michael Hannell
Chairman
Sundance Energy Australia limited

Ground Floor, 28 Greenhill Road,
Wayville SA 5034, Australia
[o] +61 8 8363 0388
[f] +61 881320766
www.sundanceenergy.com.au
ACN 112 202 883



Sundance Energy Australia Limited (the Company)

SHARE PURCHASE PLAN

This is an important document offering Eligible Shareholders the opportunity to buy up to \$15,000 (subject to scale-back at the Company's absolute discretion) of the Company's ordinary shares, at a price of A\$0.13 per share, without brokerage or transaction costs, and should be read in its entirety.

This document does not provide financial advice and has been prepared without taking account of any person's investment objectives, financial situation or particular needs. If you are in any doubt about the course of action you should follow, you should consult your financial, taxation or other professional adviser before participating in the Share Purchase Plan (**SPP**).

If you have any questions about the SPP after reading this booklet, please contact your stockbroker or professional advisor, or Mr Damien Connor, Company Secretary on +61 8 8363 0388 or dconnor@sundanceenergy.com.au.

Not for release or distribution in the United States or elsewhere outside Australia and New Zealand

KEY DATES*

Tuesday, 31 May 2016 Record Date (7.00pm CST) The date on which the Company determines who are Eligible Shareholders.
Wednesday, 03 August 2016 Opening Date The date on which the SPP opens.
Friday, 19 August 2016 Closing Date The date on which the SPP closes. Applications must be received by 5.00pm (CST).
Friday, 26 August 2016 Allotment Date The date on which Shares are allotted.
Monday, 29 August 2016 Share Trading Date The date on which Shares issued under the SPP begin trading on ASX.

*the Company has the discretion to alter Key Dates without prior notice to Shareholders.

INSTRUCTIONS

- If you would like to participate in the SPP, please follow the step-by-step instructions on the enclosed Application Form.
- To participate, please complete the Application Form and provide a cheque or money order in accordance with the instructions on the Application Form.
- Cheques and money orders should be made payable to "Sundance Energy Australia Limited - SPP Account" and sent with an Application Form in the reply paid envelope enclosed.
- All payments and applications must be received no later than **5pm (CST) on Friday, 19 August 2016**.
- You will not be able to withdraw or revoke your application payment once you have sent it in.

TERMS AND CONDITIONS

IMPORTANT NOTICE: If you apply to participate in the SPP by completing and returning the Application Form, you are accepting the risk that the market price of Shares may change between the Record Date, the date on which you send in an Application Form and the Allotment Date. This means it is possible that, up to or after the Allotment Date, you may be able to buy Shares at a lower price than the Issue Price of A\$0.13 under the SPP.

We encourage you to seek your own professional advice regarding your participation in the SPP.

1 Offer timetable

- 1.1 This Offer is dated and opens on Wednesday, 03 August 2016.
- 1.2 The Offer closes at 5.00pm (CST) on Friday, 19 August 2016.
- 1.3 Application Forms and cheques or money orders may not be processed or may not be valid if they have not been received by the Company by this time.
- 1.4 The Shares are proposed to be allotted on Friday, 26 August 2016.
- 1.5 The Company expects the Shares will commence trading on ASX on Monday, 29 August 2016.
- 1.6 The Company can change, at any time, the Opening Date, Closing Date, Allotment Date and the Share Trading Date (even if the Offer has opened or Application Forms have been received), by lodging a revised timetable with ASX.

2 Eligible Shareholders

- 2.1 You are an Eligible Shareholder and may participate in the SPP if you were a registered holder of Shares with an address in Australia or New Zealand as at the record date of 7:00 pm (CST) on Tuesday, 31 May 2016. The Company has determined that it is not practical for Shareholders with addresses on the share register in other jurisdictions to participate in the SPP.
- 2.2 For the purposes of determining eligibility, joint holders of Shares are taken to be a single registered holder of Shares and the certification on the Application Form is taken to have been given by all joint holders.
- 2.3 To the extent that an Eligible Shareholder holds Shares on behalf of another person registered outside Australia or New Zealand, it is the responsibility of the registered holder to ensure that any acceptance complies with all foreign laws.

2.4 Where a trustee or nominee is a registered holder of Shares but is not expressly noted on the register as holding Shares on account of a beneficiary, the trustee or nominee may only participate as a single registered holder of Shares.

2.5 This document will not constitute an offer in any jurisdiction in which it would not be lawful to make such an offer or to any person to whom it would not be lawful to make such an offer.

2.6 If you are an Eligible Shareholder, your rights under this Offer are personal to you and non-renounceable, so you may not transfer them.

3 Applications for Shares

Limitations on applications

3.1 The amount an Eligible Shareholder may invest under the SPP is limited. An Eligible Shareholder may only apply for a parcel of shares with a value of:

Application amount at Issue Price of A\$0.13	Number of Shares*
\$15,000	115,385
\$10,000	76,924
\$5,000	38,462

*Shares are rounded up to the next whole number.

3.2 The Company intends to raise up to A\$10 million under the SPP. If subscriptions received by the Company exceed A\$10 million the Company will scale back the maximum number of Shares issued to each Shareholder at its absolute discretion, including scaling back applications to less than the minimum application amount.

3.3 If you are an Eligible Shareholder, you may apply to buy the number of Shares you select on the Application Form in accordance with the SPP.

3.4 If an Eligible Shareholder receives more than one copy of this booklet, or if an Eligible Shareholder holds Shares in more than one capacity (e.g. because they are both a sole and joint holder of Shares), the Eligible Shareholder may apply on different Application Forms for more than one parcel of Shares, but may not apply for Shares with an aggregate value of more than A\$15,000.

3.5 However, if an Eligible Shareholder acts as a trustee or nominee and is expressly noted on the share register as holding Shares on account of a named beneficiary, the application for Shares, certification or issue of Shares to the trustee or nominee will be taken to be an application or certification by or an issue to the named beneficiary (refer to paragraph 18 of this SPP regarding the certificate required from custodians as defined under the ASIC Class Order 09/425 (**Custodian**)).

Completing the Application Form and paying for Shares

3.6 If an Eligible Shareholder would like to participate in the SPP, they must complete the Application Form and provide a cheque or money order, in accordance with the instructions on the Application Form. You may also participate in the SPP via BPAY (refer point 3.8).

3.7 If paying by cheque or money order, the completed Application Form together with a cheque or money order made payable to "**Sundance Energy Australia Limited - SPP Account**" must be sent in the reply paid envelope so that it is received by the Company's share registry at GPO Box 2987, Adelaide, South Australia 5001 by no later than 5.00pm (CST) on Friday, 19 August 2016 unless the Closing Date is otherwise amended by the Company.

3.8 An Eligible Shareholder may also pay by BPAY, in accordance with the instructions on the Application Form, to ensure cleared funds are received by the Closing Date. If paying by BPAY an Eligible Shareholder does not need to return the Application Form, but is taken to make the certifications and representations described in this document.

3.9 Application Forms may not be withdrawn once they have been received by the Company or its share registry.

3.10 Please refer to the lodgement instructions on the Application Form.

The Company's discretion regarding applications

3.11 The Company may accept or reject applications to buy Shares under the SPP, including (but not limited to) cases where:

- a) an Application Form is incorrectly completed, incomplete or otherwise determined by the Company to be invalid;
- b) a cheque is dishonoured or has not been completed correctly;
- c) a cheque or money order is not made out for the exact amount of the parcel of Shares selected on the Application Form;
- d) an Applicant appears to be buying more than A\$15,000 of Shares (in aggregate) at the Issue Price;
- e) an Application Form is received after the Closing Date (while the Company has a discretion to accept late Application Forms and cheques or money orders, there is no assurance that it will do so and late Application Forms and cheques or money orders, if not processed, will be returned to you at your registered address or refunded); or
- f) if the Company believes an Applicant is not an Eligible Shareholder (subject to compliance with any applicable ASIC or ASX requirements).

4 Interest

4.1 No interest will be paid on any Application Money returned to you.

5 Significance of sending in an Application

5.1 If you apply to participate in the SPP by completing and returning the Application Form:

- a) you acknowledge that you are an Eligible Shareholder;
- b) you acknowledge that your application, on these Terms and Conditions of the SPP, will be irrevocable and unconditional (you will not be able to withdraw or revoke your application once you have sent it in);

- c) you certify that the aggregate of the application price paid by you for the following does not exceed A\$15,000 (even though you may have received more than one offer under the SPP or received offers in more than one capacity under the SPP);
- a. the Shares applied for by you under the SPP;
 - b. any other Shares issued to you under any similar arrangement to the SPP in the 12 months before the application;
 - c. any other Shares which you have instructed a Custodian to apply for on your behalf under the SPP; and
 - d. any other Shares issued to a Custodian in the 12 months before the application as a result of an instruction given by you to the Custodian to apply for Shares on your behalf under an arrangement similar to the SPP;
- d) you acknowledge that you are lawfully permitted to accept the offer to acquire Shares under the SPP and participate in the SPP in accordance with the laws applicable in Australia and New Zealand and any other applicable laws in the jurisdiction in which you and/or the beneficial owner of your Shares are situated;
- e) you accept the Offer in accordance with the Terms and Conditions of the SPP and the constitution of the Company;
- f) you agree that your application is made on the Terms and Conditions of the SPP set out in this booklet and the Application Form;
- g) you authorise the Company (and its officers or agents) to correct any error or omission in your Application Form and to complete the Application Form by the insertion of any missing details;
- h) you authorise the Company and its affiliates, officers and representatives to do anything on your behalf necessary for
- Shares to be issued to you in accordance with these terms and conditions;
- i) you acknowledge that the Company may at any time determine that your Application Form is valid, in accordance with the Terms and Conditions, even if the Application Form is incomplete, contains errors or is otherwise defective;
 - j) you accept the risk associated with any refund that may be sent to you by cheque to your address shown on the Company's register;
 - k) you are responsible for, and agree to pay within five business days of demand, any dishonour fees or other costs the Company may incur in presenting a cheque for payment which is dishonoured;
 - l) you acknowledge that the Company has not provided you with investment advice or financial product advice, and it does not have any obligation to provide this advice concerning your decision to apply for and buy Shares;
 - m) you acknowledge that the Company is not liable for any exercise of its discretions referred to in these Terms and Conditions; and
 - n) you irrevocably and unconditionally agree to the Terms and Conditions and agree not to do any act or thing which would be contrary to the spirit, intention or purpose of the SPP.
- 5.2 If the full amount is not tendered with the Application Form by the closing time for the Offer, the Company reserves the right to return the relevant cheque or money order and Application Form and not allot any Shares to the Shareholder.
- 6 Issue Price**
- 6.1 You agree to pay the Issue Price per Share for the number of Shares you have selected on the Application Form.
- 6.2 The Issue Price is A\$0.13 per Share.
- 6.3 In determining the SPP Issue Price, the Company has considered the price at which the Company's recent Placement was made (details of which were released to ASX on 01 June 2016).

6.4 The share price of the Company's ordinary Shares may rise or fall between the date of this Offer and the date the SPP Shares are issued to you.

7 Number of Shares issued

7.1 The number of Shares to be issued will be in accordance with the subscriber's application under the SPP (subject to scale back at the Company's absolute discretion).

7.2 Approximately 76,923,077 Shares will be available for purchase via the SPP. This equates to approximately 6.5% of the number of fully paid Shares on issue (taking into account the Shares issued under the Placement). It is not possible to predict the take up of this SPP, however the SPP is designed to raise a maximum sum of approximately A\$10 million.

8 Ranking and quotation of Shares

8.1 Shares issued under the SPP will rank equally with Existing Shares and will carry the same voting rights, dividend rights and other entitlements as at the issue date.

8.2 The Company will apply for the Shares issued under the SPP to be quoted on the ASX.

9 Administration of SPP

9.1 The Company reserves the right to withdraw the Offer or suspend or terminate the SPP at any time up to the Allotment Date.

9.2 The Company reserves the right to waive compliance with any provision of these Terms and Conditions. The Company may amend the Terms and Conditions and, where there is any uncertainty as to the operation of the SPP, may make determinations about the operation, and may do so in each case generally or in relation to any participant or application. Any amendment or determination that is made by the Company will be conclusive and binding on all Eligible Shareholders and other persons to whom the determination relates.

10 Participation is optional

10.1 Participation in the SPP is entirely optional (subject to the eligibility criteria set out in this document).

10.2 The offer to acquire Shares under the SPP is not a recommendation. If you have any questions about the SPP or are in any doubt about whether you should participate in the SPP or how participation

in the SPP will affect you, you should consider seeking independent financial and taxation advice before making a decision as to whether or not to accept the SPP Offer. The Company also recommends that you monitor the Company's Share price, which can be found in the financial pages of major Australian metropolitan newspapers, or on the ASX website at www.asx.com.au (ASX code: SEA).

10.3 If you do not wish to participate in the SPP, you do not need to do anything.

11 Scaleback

11.1 The SPP is targeting to raise A\$10,000,000, however the Company reserves absolute discretion regarding the final amount raised under the SPP, including the right to scaleback applications (**Scaleback**). Factors that the Company may take into account in determining any Scaleback include, but are not limited to, the amount applied for by each Shareholder under the SPP, the number of shares held at the Record Date, and any other such criteria as determined by the Board.

11.2 If there is a Scaleback you may not receive the full parcel of shares for which you have applied. If a Scaleback produces a fractional number when applied to your parcel, the number of Shares you will be allotted will be rounded up to the nearest whole number of Shares.

11.3 In the event of a Scaleback, each application may be scaled back based on, amongst other matters, their parcel size, an applicant's shareholding at the Record Date, or a combination of both. The difference between the value of the Shares allotted (calculated at the Issue Price) and the application money received will be refunded to you by the Company, without interest, following allotment.

11.4 Decisions made about scaling back by the Board of the Company are final.

11.5 Eligible Shareholders are encouraged to submit their applications early as the Directors reserve the right to close the SPP early if oversubscribed

12 Governing Law

These Terms and Conditions are governed by the laws in force in South Australia and are to be interpreted in accordance with their spirit, intention and purpose.

13 Privacy

- 13.1 By receiving completed Application Forms, the Company (and the Company's share registry on the Company's behalf) collects personal information about Shareholders. The Company and its share registry will use this information for the purposes of processing the Application Form and updating the records of the Company. The personal information contained in the Register is also used to facilitate payments and corporate communications (including financial results, annual reports and other information communicated to Shareholders) and to ensure compliance with legal and regulatory requirements, including Australian taxation laws and the Corporations Act.
- 13.2 Your personal information may be disclosed to joint investors, the Company's share registry, to securities brokers, to third party service providers, including print and mail service providers, technology providers and professional advisers, to related entities of the Company and its agents and contractors, and to ASX and other regulatory authorities, and in any case, where disclosure is required or allowed by law (which may include disclosures to the Australian Tax Office and other government or regulatory bodies or where you have consented to the disclosure). In some cases, the types of organisations referred to above to whom your personal information may be located overseas.
- 13.3 To the extent restricted by law, the Company will not disclose personal information about a Shareholder to a third party. To the extent required by law, Shareholders are able to access upon request in writing personal information about them held by the Company.

14 Underwriting

The SPP will not be underwritten.

15 Non-Renounceable Offer

The Offer under the SPP is non-renounceable. Eligible Shareholders cannot transfer their right to acquire Shares under the SPP to another person.

16 Termination

The Company may change or terminate the SPP, or the Terms and Conditions, at any time whether because of a change of law, ASIC or ASX requirements or policy or any other circumstance relevant to the SPP or the Company. If the Company terminates the SPP, it will notify ASX and refund any Application Moneys (without interest).

17 Disputes

The Board of the Company may settle any dispute in relation to the SPP or the Terms and Conditions in any manner it thinks fit, whether generally or in relation to any Application or Shares. The Board's decision will be conclusive and binding.

18 Directors' participation

The directors of the Company, as Eligible Shareholders, may participate in the SPP on the same terms as all other Shareholders of the Company.

19 New Zealand Shareholders

The Offer made under this document is being made to New Zealand resident Shareholders under the Securities Act (Overseas Companies) Exemption Notice 2013 (**Exemption Notice**). Pursuant to the Exemption Notice, the Company is not required to comply with certain provisions of the *Securities Act 1978* in respect of the Offer. In particular, the Company is not required to register a New Zealand prospectus or prepare and distribute a New Zealand investment statement to New Zealand resident Shareholders in respect of the Offer.

20 Shareholder Representations

By applying to participate in the SPP by submitting a BPAY payment or completing and returning the Application Form with application monies, you will be deemed to have represented, warranted and agreed on behalf of each person on whose account you are acting that:

- (a) you are an Eligible Shareholder and represent and warrant that you are not in the United States and are not a person to whom it would otherwise be illegal to make an offer or issue Shares under the SPP;
- (b) you acknowledge that the Shares have not been, and will not be, registered under the US Securities Act of 1933 and are not being offered or sold in the United States or in any other jurisdiction outside Australia or New Zealand; and
- (c) you will not send any materials relating to the SPP to any person in the United States or any other country outside Australia and New Zealand.

21 Certificate from Custodians

Eligible Shareholders that are custodians as defined under ASIC Class Order 09/425 (**Custodians**) that hold Shares on behalf of another person (**Beneficiary**), may apply for up to a maximum amount of A\$15,000 for each Beneficiary who is a resident in Australia or New Zealand if, in conjunction

with the Application Form, they provide the Company with a certificate certifying the following:

- a) the Custodian holds Shares on behalf of Beneficiaries who have instructed the Custodian to apply for the Company's shares on their behalf under the SPP;
- b) the number of Beneficiaries to which the certificate relates;
- c) the name and address of each Beneficiary;
- d) in respect of each Beneficiary, the number of Shares that the Custodian holds on their behalf;
- e) in respect of each Beneficiary, the number or the dollar amount of Shares which each Beneficiary has instructed the Custodian to apply for on their behalf; and
- f) that there are no Beneficiaries in respect of whom the total of the application price for the following exceeds A\$15,000:
 - a. the Shares applied for by the Custodian on their behalf under the SPP; and
 - b. any other Shares issued to the Custodian in the 12 months before the application as a result of an instruction given by the Beneficiaries to the Custodian to apply for Shares on their behalf under an arrangement similar to the SPP.

Custodian and nominees may not participate in the SPP on behalf of persons in the United States or other persons resident outside Australia or New Zealand.

22 Glossary

CST means Australian Central Standard time.

Allotment Date means the date on which Shares are allotted.

In this document, unless specifically otherwise stated, all amounts expressed in dollars are Australian dollar amounts.

If you have any questions, please contact the Company's registered office:

Phone: +618 8363 0388

Email: Company Secretary, Damien Connor at dconnor@sundanceenergy.com.au

Post: Ground Floor, 28 Greenhill Road, Wayville SA 5034 Australia

Application Form means the application form attached to, or accompanying, the SPP.

Application Money means the money received from persons applying for Shares pursuant to the terms of the Offer.

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited ACN 008 624 691.

Board means the board of directors of the Company.

Closing Date means the date on which the SPP closes.

Company means Sundance Energy Australia Limited ACN 112 202 883.

Custodian means a custodian as defined under the ASIC Class Order 09/425.

Eligible Shareholder means a person who is a Shareholder at the close of business on the Record Date and meets the criteria in Part 2 of this SPP.

Existing Shares means Shares on issue on the Record Date.

Issue Price means the issue price of A\$0.13 per Share.

Offer means the offer of Shares under this SPP.

Opening Date means the date on which the SPP opens.

Record Date means the date on which the Company decides who are Eligible Shareholders.

Placement means the Company's placement of 615,400,000 shares at A\$0.13 per share, to raise approximately A\$80 million, announced on 1 June 2016 and approved by Shareholders on 12 July 2016.

Share Trading Date means the date on which Shares issued pursuant to the SPP begin trading on ASX.

SPP means the issue of Shares under this document.

Shareholder means a holder of Shares.

Shares mean ordinary shares in the Company.

Terms and Conditions means the terms and conditions contained in this document.


SEA
MR SAM SAMPLE
123 SAMPLE STREET
SAMPLETOWN VIC 3000

For all enquiries:

Phone:
 (within Australia) 08 8363 0388
(outside Australia) 61 8 8363 0388

Web:
 www.investorcentre.com/contact

Make your payment:

 See overleaf for details of the Offer and how to make your payment

Share Purchase Plan Application Form

 **Your payment must be received by 5:00pm (CST) Friday 19 August 2016**

This is an important document that requires your immediate attention.

It can only be used in relation to the shareholding represented by the details printed overleaf. If you are in doubt about how to deal with this form, please contact your financial or other professional adviser.

By making payment you agree to be bound by the Constitution of Sundance Energy Australia Limited and that the submission of this payment constitutes an irrevocable offer by you to subscribe for Sundance Energy Australia Limited shares on the terms of the Share Purchase Plan (SPP).

In addition, by making payment you certify that the aggregate of the application price paid by you for:

- the New Shares the subject of the payment slip overleaf; and
- any other shares and interests in the class applied for by you under the SPP or any similar arrangement in the 12 months prior to the date of submission of the payment, does not exceed \$15,000.

Sundance Energy Australia Limited may make determinations in any manner it thinks fit, in relation to any difficulties which may arise in connection with the SPP whether generally or in relation to any participant or application.

Any determinations by Sundance Energy Australia Limited will be conclusive and binding on all Eligible Shareholders and other persons to whom the determination relates. Sundance Energy Australia Limited reserves the right to waive strict compliance with any provision of the terms and conditions of the SPP, to amend or vary those terms and conditions or to suspend or terminate the SPP at any time. Any such amendment, suspension or termination will be binding on all Eligible Shareholders even where Sundance Energy Australia Limited does not notify you of that event.

Step 1: Registration Name & Offer Details

Details of the shareholding and the Offer are shown overleaf.

Please check the details provided and update your address via www.investorcentre.com if any of the details are incorrect.

If you have a CHESS sponsored holding, please contact your Controlling Participant to notify a change of address.

Step 2: Make Your Payment

Your payment must correspond to one of the options detailed overleaf. You may choose one option only. Note that the amount chosen may be subject to scale back in accordance with the terms of the SPP.

Choose one of the payment methods shown below.

BPAY®: See overleaf. Do not return the payment slip with BPAY payment.

By Mail: Complete the reverse side of this payment slip and detach and return with your payment. Make your cheque, bank draft or money order payable in Australian dollars to "**Sundance Energy Australia Limited - SPP Account**" and cross "**Not Negotiable**". The cheque must be drawn from an Australian bank. Cash is not accepted.

Payment will be processed on the day of receipt and as such, sufficient cleared funds must be held in your account as cheques received may not be re-presented and may result in your Application being rejected. Paperclip (do not staple) your cheque(s) to the payment slip. Receipts will not be forwarded. Funds cannot be debited directly from your account.

Entering your contact details is not compulsory, but will assist us if we need to contact you.

Sundance Energy Australia Limited Share Purchase Plan Application Form
Payment must be received by 5:00pm (CST) Friday 19 August 2016

© Registered to BPAY Pty Limited ABN 69 079 137 518


Turn over for details of the Offer →

Share Purchase Plan Application Form

X 9999999991

IND

STEP 1 Registration Name & Offer Details

 For your security keep your SRN/
HIN confidential.

Registration Name: MR SAM SAMPLE
123 SAMPLE STREET
SAMPLETOWN VIC 3000


Entitlement No: 12345678

Offer Details: Record date: **31 May 2016**


Minimum value available to purchase: **\$5,000**

Maximum value available to purchase: **\$15,000**

STEP 2 Make Your Payment

 Biller Code: 168153
Ref No: 1234 5678 9123 4567 89

Pay by Mail:

 Make your cheque, bank draft or money order payable to "**Sundance Energy Australia Limited - SPP Account**" and cross "**Not Negotiable**".
Return your cheque with the below payment slip to:
Computershare Investor Services Pty Limited
GPO BOX 2987 Adelaide South Australia 5001 Australia

Contact your financial institution to make your payment from your cheque or savings account.

Lodgement of Acceptance

If you are applying for New Shares and your payment is being made by BPAY, you do not need to return the payment slip below. Your payment must be received by no later than 5:00pm (CST) Friday 19 August 2016. Applicants should be aware that their own financial institution may implement earlier cut off times with regards to electronic payment, and should therefore take this into consideration when making payment. Neither Computershare Investor Services Pty Limited (CIS) nor Sundance Energy Australia Limited accepts any responsibility for loss incurred through incorrectly completed BPAY payments. It is the responsibility of the applicant to ensure that funds submitted through BPAY are received by this time.

If you are paying by cheque, bank draft or money order the payment slip below must be received by CIS by no later than 5:00pm (CST) Friday 19 August 2016. You should allow sufficient time for this to occur. A reply paid envelope is enclosed for shareholders in Australia. Other Eligible Shareholders will need to affix the appropriate postage. Return the payment slip below with cheque attached. Neither CIS nor Sundance Energy Australia Limited accepts any responsibility if you lodge the payment slip below at any other address or by any other means.

Privacy Notice

The personal information you provide on this form is collected by Computershare Investor Services Pty Limited (CIS), as registrar for the securities issuers (the issuer), for the purpose of maintaining registers of securityholders, facilitating distribution payments and other corporate actions and communications. In addition, the issuer may authorise us on their behalf to send you marketing material or include such material in a corporate communication. You may elect not to receive marketing material by contacting CIS using the details provided above or emailing privacy@computershare.com.au. We may be required to collect your personal information under the Corporations Act 2001 (Cth) and ASX Settlement Operating Rules. We may disclose your personal information to our related bodies corporate and to other individuals or companies who assist us in supplying our services or who perform functions on our behalf, to the issuer for whom we maintain securities registers or to third parties upon direction by the issuer where related to the issuer's administration of your securityholding, or as otherwise required or authorised by law. Some of these recipients may be located outside Australia, including in the following countries: Canada, India, New Zealand, the Philippines, the United Kingdom and the United States of America. For further details, including how to access and correct your personal information, and information on our privacy complaints handling procedure, please contact our Privacy Officer at privacy@computershare.com.au or see our Privacy Policy at <http://www.computershare.com/au>.

Detach here

Purchase Details for Sundance Energy Australia Limited (choose one option)

\$5,000 (38,462 shares) OR \$10,000 (76,924 shares) OR \$15,000 (115,385 shares)



Entitlement No: 12345678

Payment must be received by 5:00pm (CST) Friday 19 August 2016

MR SAM SAMPLE
123 SAMPLE STREET
SAMPLETOWN VIC 3000

Contact Details

Contact Name _____ Daytime Telephone _____

Cheque Details

Drawer	Cheque Number	BSB Number	Account Number	Amount of Cheque
				A\$

123456789123456789+000000001-5002+15