



**Money3 Corporation Limited**

ABN: 63 117 296 143

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## Dividend Reinvestment Plan

2016

**Head Office:**

Level 1, 40 Graduate Road  
Bundoora VIC 3083

**Registered Office:**

Level 1, 48 High Street  
Northcote VIC 3070



# Terms and Conditions of Dividend Reinvestment Plan

## 1 Definitions and interpretation

### 1.1 Definitions

In this plan unless the content otherwise requires:

ASX means the Australian Stock Exchange Limited and a reference to the “Listing Rules” means the Official Listing Rules of the ASX;

Commencement Date means the date on which the Company adopts the DRP;

Company means Money3 Corporation Limited;

Constitution means the constitution of the Company as amended from time to time;

Directors means the directors of the Company from time to time;

DRP means the Company’s Dividend Reinvestment Plan conducted in accordance with these terms, as amended from time to time;

Market Price means, in relation to a dividend, 95% (or such other percentage, not less than 95%, as the directors determine from time to time) of the Weighted Average Sale Price Per Share of all Shares traded on the ASX during the Price Determination Period or, if no Shares are traded during the Price Determination Period, the last sale price recorded on the ASX before the start of the Price Determination Period;

Nominated Percentage of a Shareholder’s Shares means the percentage of a Shareholder’s Shares participating in the DRP from time to time, as nominated by the Shareholder in accordance with these terms;

Notice of Election means a notice in a form determined by the Directors of the Company by which a Shareholder makes an election as to the Shareholder’s participation in the DRP;

Participant means a Shareholder participating in the DRP;

Participating Shares means a Participant’s Shares which are participating in the DRP, calculated by multiplying the Nominated Percentage by the number of the Shareholders’ Shares;

Plan Account means the accounts established in respect of each Participant pursuant to clause 5(f);

Price Determination Period means the period starting on the relevant Record Date and ending:

- (a) five trading days after the relevant Record Date; or
- (b) such number of trading days being not less than five trading days nor more than ten trading days after that Record Date, as is determined by the directors in their absolute discretion;

Record Date means the date the Register is closed for determining entitlements to a dividend;

Register means the register of members maintained by the Company, including the principal register and any branch registers;

Shareholder means a person registered as a holder of Shares in the Register;

Shares means fully paid ordinary shares in the capital of the Company;

Trading Days means days on which the ASX is open for trading;

Weighted Average Sale Price Per Share means the average sale price per Share of Shares sold during a particular period, weighted by reference to the number of Shares in each parcel sold at a particular price during the relevant period.

## 1.2 Interpretation

In this plan unless the content requires otherwise:

- (a) the singular includes the plural and vice versa; headings and underlinings are for convenience only and do not affect interpretation;
- (b) other parts of speech and grammatical forms of a word or phrase defined in these terms have a corresponding meaning;
- (c) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity;
- (d) a reference to any thing includes a part of that thing;
- (e) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under the statute;
- (f) a reference to a document includes an amendment or supplement to, or replacement or novation of, that document;
- (g) a reference to a party to a document includes that party's successors and permitted assigns; and
- (h) a covenant or agreement on the part of two or more persons binds them jointly and severally.

## 2 Participation

- (a) The DRP gives Shareholders a way to increase their shareholding in the Company by reinvesting all or part of their dividends in more shares in accordance with these terms. The board of Directors of the Company may activate or suspend operation of the DRP at any time and from time to time, by written notice to the Shareholders. Any Shareholder can participate in the DRP, unless excluded under paragraph 2(b) or 2(c).
- (b) A Shareholder is excluded from the DRP if that Shareholder's residential address or address on the Register is outside Australia, unless the directors approve of that Shareholder's participation in the DRP, in their absolute discretion.
- (c) The directors may exclude a Shareholder from participation in the DRP if they consider, in good faith, it is in the best interests of the Company.

## 3 Election

- (a) Participation in the DRP is optional and is subject to these terms, applicable laws, the Listing Rules and the Constitution of the Company.
- (b) A Shareholder must complete a Notice of Election if they want to participate in the DRP in a way allowed by these terms.
- (c) A Shareholder who wants to participate in the DRP may specify the Shareholder's Nominated Percentage in the Notice of Election.
- (d) A Notice of Election is deemed to be made in respect of all of the Shareholder's Shares, unless a Shareholder specifies the Shareholder's Nominated Percentage in the Notice of Election.
- (e) A Participant may at any time terminate their participation in the DRP or change their Nominated Percentage by giving the Company written notice.

## 4 Term

- (a) The DRP operates for three years from the Commencement Date.
- (b) The DRP automatically terminates at the end of that period, subject to paragraph 4(c).
- (c) The Directors may extend the period of operation of the DRP in accordance with the terms for a further three years in their absolute discretion.

## 5 Entitlements

- (a) Subject to this clause, the Company must apply each dividend payable to a Participant in respect of Participating Shares to subscribe for Shares on the Participant's behalf.
- (b) The number of Shares subscribed for is the total amount of the dividend payable on the Participant's Participating Shares, divided by the Market Price referable to the relevant dividend and rounded down to the nearest whole number.

- (c) A dividend payable in respect of a Participant is not available for reinvestment under the DRP to the extent that the Company is entitled to and does retain or otherwise deal with the dividend in accordance with its Constitution or any legal requirements, including withholding tax.
- (d) The DRP does not operate in relation to a dividend to the extent that the allotment or issue of Shares under the DRP is in breach of applicable law.
- (e) If and to the extent that the DRP does not operate, the relevant dividend must instead be distributed in cash to Participants in the same way as to other Shareholders who do not participate in the DRP.
- (f) Any notional cash balance left over after rounding down the number of Shares subscribed for under paragraph (b) will be retained in a Participant's Plan Account established for the purpose, without interest, provided that the Company must on request pay any such amount to the Participant. Any amount retained in the Participant's Plan Account will be carried forward and added to the amount of the next dividend for the purposes of calculating the number (if any) of shares to be issued to the Participant under clause 5(b) when the next dividend is paid.

## 6 Allotments

Shares allotted to a Participant under the DRP:

- (a) must be allotted on the date that the dividend is applied under clause 5(a) and 5(b).
- (b) must be allotted in accordance with the Listing Rules;
- (c) rank equally with existing Shares from the date of allotment; and
- (d) must be registered on the same Register as the majority of the relevant Participant's Participating Shares.

## 7 Statements

- (a) After each allotment of shares under the DRP, the Company must send to each Participant a holding statement for the Shares allotted.
- (b) At the time the Company sends advice about each dividend payment, it must send to each Participant a statement setting out:
  - (1) the record date for the purposes of the payment of the Company of the relevant dividend;
  - (2) the number of Participating Shares in the DRP as at the last Record Date;
  - (3) the total amount of the dividend in cents paid per Participating Shares;
  - (4) the number of Shares allotted to the Participant under the DRP and the cost of each of those Shares;
  - (5) the Market Price for the Shares allotted to the Participant under the DRP;
  - (6) the amount of withholding tax (if any) applicable to the dividend;
  - (7) the extent to which the dividend is franked;
  - (8) the Participant's total holding of both Participating and Non-Participating Shares after the allotment; and
  - (9) other information as the directors determine.

## 8 Change in a Participant's Shareholding

- (a) Where a Participant transfers Shares, a percentage of the Shares transferred which is equal to the Nominated Percentage are deemed to be Participating Shares.
- (b) Where Participating Shares are transferred, they cease to be Participating Shares as soon as the relevant transfer is registered.
- (c) The number of a Participant's Participating Shares is the Nominated Percentage of the Participant's Shares from time to time, regardless of any change in the total number of the Participant's Shares.
- (d) If a Participant transfers all of their Shares or terminates their participation in the DRP, the Company must promptly pay to that Participant any cash balance left over, rounded down to the nearest whole cent.

## 9 Notices

- (a) A notice from a Shareholder which is provided for in these terms must be in writing, addressed to the Company, and in the form prescribed for that purpose by the Directors, if any.
- (b) Separate notices must be given for each parcel of Shares identified in the Register by a separate Shareholder number. A Shareholder is deemed for the purposes of the DRP to be a separate Shareholder in relation to each parcel of Shares identified by a separate Shareholder number.
- (c) Notices which the Company receives are effective for a particular Record Date if received before 5.00pm Sydney time on the business day before the Price Determination Period applicable to that Record Date.

## **10 ASX Listing**

The Company must promptly apply for listing on the ASX of all Shares allotted under the DRP.

## **11 Modification and termination**

The Directors may modify the terms of the DRP, or terminate or suspend the DRP, by giving written notice to Participants. A dispute or disagreement arising under or in relation to the DRP or these terms may be settled by the Directors in any way they consider appropriate. A determination made by the Directors is final and binding.

## **12 Costs**

No brokerage, commission or other transaction costs are payable by the Participants in respect of an allotment of Shares under the DRP.

## **13 Governing law**

The laws of Victoria govern these terms