

# Dividend Reinvestment Plan Rules

OneAll International Limited  
ACN: 606 740 701

**Contents**

<b>1</b>	<b>Background</b>	<b>1</b>
<b>2</b>	<b>Commencement</b>	<b>1</b>
<b>3</b>	<b>Eligibility and Applications</b>	<b>1</b>
<b>4</b>	<b>Degree of participation</b>	<b>2</b>
<b>5</b>	<b>Reinvestment of dividends</b>	<b>2</b>
<b>6</b>	<b>Acceptance of Applications</b>	<b>3</b>
<b>7</b>	<b>Shares Allocated under the Plan</b>	<b>4</b>
<b>8</b>	<b>Underwriting</b>	<b>4</b>
<b>9</b>	<b>Variation or termination of participation</b>	<b>4</b>
<b>10</b>	<b>Variation, suspension and termination of the Plan</b>	<b>5</b>
<b>11</b>	<b>Administration of the Plan</b>	<b>5</b>
<b>12</b>	<b>Costs to Participants</b>	<b>6</b>
<b>13</b>	<b>Taxation</b>	<b>6</b>
<b>14</b>	<b>Notices</b>	<b>6</b>
<b>15</b>	<b>Governing law</b>	<b>6</b>
<b>16</b>	<b>Definitions and Interpretation</b>	<b>6</b>

## **1 Background**

The purpose of the Plan is to provide holders of Shares with the opportunity to reinvest all or part of their Dividends and to acquire additional Shares while the Company is listed on the ASX.

## **2 Commencement**

The Plan and these Rules become effective on the date determined by the Board.

## **3 Eligibility and Applications**

3.1 Participation in the Plan is:

- a. optional and is not transferable; and
- b. subject to these Rules.

3.2 No person other than an Eligible Person may apply to participate in the Plan.

3.3 An Application must be lodged with the Company by each Eligible Person who wishes to participate in the Plan. An Eligible Person's participation may be varied or terminated at any time in accordance with Rule 9.1.

3.4 Where Shares are held jointly by two or more Eligible Persons, all joint holders of such Shares must sign a single Application for it to be valid. None of the joint holders can apply to participate in the Plan with respect to the Shares jointly held if any of the joint holders of the Shares is not an Eligible Person.

3.5 If an Eligible Person has multiple shareholding accounts in the Company each account of an Eligible Person will be treated separately for the purposes of the Plan and a separate application will be required for each account.

3.6 The Board may refuse, suspend or terminate participation in the Plan where:

- a. an Eligible Person has registered address in a country or place where participation in the Plan would or may be unlawful or if any other formality under the laws of that country or place cannot reasonably or practicably be complied with by the Company at a cost that is considered unacceptable or unreasonable by the Board;
- b. an Eligible Person has, in the opinion of the Board, split or manipulated a shareholding or acquired Shares in order to increase the number of Shares that may be obtained under the Plan; or
- c. the Board considers that the participation has or could lead to:
  - i. foreign persons or associates of foreign persons acquiring a significant interest or an aggregate significant interest in the Company for the purpose of any foreign investment legislation or policy; or
  - ii. a person acquiring a relevant interest in Shares that would result in that person's or someone else's voting power contravening Chapter 6 of the *Corporations Act 2001* (Cth).

3.7 The Board is entitled to make a final determination as to whether any particular holder of Shares is an Eligible Person within the terms of these Rules or not, and to change any such determination, as and when it sees fit. In making this determination, the Board may consider,

among other things, whether such participation would or may be impracticable, impossible or illegal and any actual or anticipated inconvenience or expense in allowing, or investigating the possibility of allowing, such participation.

#### **4 Degree of participation**

- 4.1 An Eligible Person may elect to participate in the Plan either under full or partial participation. Participation may be for:
- a. all of the Participant's Shares from time to time, including Shares allocated under the Plan; or
  - b. a number of Shares held by the Participant from time to time as specified in the Application.
- 4.2 If there is no clear indication on the level of participation in the Plan, an Application will be deemed to be an application for full participation.
- 4.3 If a Participant has elected (or is deemed to have elected) full participation for a holding of Shares, all Shares held by the Participant from time to time (including those subsequently acquired under the Plan or otherwise) will be participating Plan Shares.
- 4.4 If a Participant has elected partial participation for a specified number of Shares, the number of Plan Shares will remain that specified by the Participant and will not increase, and any additional Shares acquired by the Participant subsequently (including those acquired under the Plan) will not be participating Plan Shares. If, at any time, the Participant holds less than the specified number of Shares then all of Shares held by the Participant at that time will be Plan Shares.
- 4.5 Notwithstanding any other terms of the Plan, the Board may determine a maximum limit on participation either in aggregate or for each individual Participant, and may set a minimum number of Shares or subscription amount which must be met before a Participant may participate in the Plan. Any such determination must be notified under Rule 10.1 as a variation to the Plan.

#### **5 Reinvestment of dividends**

- 5.1 Dividends payable to a Participant in respect of Plan Shares will be applied by the Board on behalf of the Participant to acquire or subscribe for the Plan Shares. Any amount that the Company is owed or is entitled to withhold or retain in relation to the Dividends or the Plan Shares whether under its constitution or otherwise will not be available for subscribing for this purpose.
- 5.2 The number of Shares issued to each Participant will be:

$$S = \frac{D + R}{DP}$$

where:

- S is the number of Shares issued, subject to Rule 5.4
- D is the Dividend payable on the Participant's Plan Shares as at the Record Date for that Dividend, subject to Rule 5.1
- R is the residual balance (if any) from previous Dividends on the Participant's Plan Shares
- DP is the Price at which Shares are issued as determined in accordance with Rule 5.3.

- 5.3 Each Share issued under the Plan to a Participant will be issued at the Average Market Price for the Pricing Period of Shares less any discount (if applicable) as the Board may determine from

time to time. In respect of the relevant Dividend, the issue price may be rounded up, down, or to the nearest cent if the Board decides to do so, but otherwise will not be rounded.

- 5.4 Where a fraction of a Share results from the application of the formula in Rule 5.2, that fraction will be rounded down to the nearest whole number and the remaining Dividend not applied will be carried forward as a residual balance on the Participant's Plan Shares. No interest is payable on any residual balance.
- 5.5 The Company will send to each Participant a combined dividend statement and holding statement following the Allocation of Shares under the Plan setting out the following information:
- a. the Dividend payable in respect of that Participant's Plan Shares which has been applied towards the issue or acquisition of Shares;
  - b. customary information regarding franking and imputation credits (if any) attached to the Dividend;
  - c. the number of additional Shares allocated to that Participant under the Plan;
  - d. the price at which the Shares were issued or acquired; and
  - e. the number of Shares (including Plan Shares) of which that Participant is the registered holder after the Allocation.

## **6 Acceptance of Applications**

- 6.1 The Board may, in its absolute discretion accept or refuse any Application.
- 6.2 Provided that an application is received no later than the next Business Day after the Record Date for that Dividend, each Application accepted will be effective in respect of the first Dividend payment after its receipt by the Company (or by such later date approved by the Company from time to time).
- 6.3 The Company will record for each Participant particulars of:
- a. the name and address of the Participant; and
  - b. the number of Plan Shares held by the Participant from time to time,
- and the Company's records will be conclusive evidence of the matters so recorded.

## **7 Shares Allocated under the Plan**

- 7.1 In respect of the Plan for any Dividend, the Company may, in the Board's absolute discretion, either issue new Shares or cause existing Shares to be acquired for transfer to Participants, or a combination of both alternatives, to satisfy the Company's obligations under these Rules.
- 7.2 Allocation will occur on or as soon as practicable after each Dividend payment date.

## **8 Underwriting**

The Board may, in its absolute discretion, cause an issue of Shares under the Plan in respect of any Dividend to be partially or fully underwritten on terms and conditions (including as to fees) deemed appropriate by the Board.

## **9 Variation or termination of participation**

- 9.1 By submitting an Application or other notice in the form required by the Company, a Participant may increase or decrease the number of its Plan Shares, or commence or terminate its participation in the Plan. On receipt by the Company of an Application, variation notice or termination notice no later than the next Business Day after the Record Date for that Dividend (or by such later date approved by the Company from time to time), the termination or variation notice will be effective for a forthcoming Dividend.
- 9.2 When a Participant disposes of all its Plan Shares, the Participant is deemed to have terminated participation in the Plan. The same person will have to re-apply under Rule 3 in order to participate in the Plan if it becomes an Eligible Person again after that particular termination.
- 9.3 Where a Participant electing partial participation for a specified number of Shares disposes of part of its holding of Shares (**Disposed Shares**) and does not notify the Company otherwise, the Disposed Shares will be treated as Shares that are not participating in the Plan. If the number of Disposed Shares is more than the number of the Participant's Shares not participating in the Plan, all Disposed Shares will be deemed as Shares not participating in the Plan and the balance (if any) will be attributed to Plan Shares that are participating.
- 9.4 If a Participant dies, participation in the Plan by that Participant will be terminated upon receipt of a written notice by the Company of the death of such Participant. If a Participant is declared bankrupt or is wound-up, participation in the Plan is terminated on the date the Company receiving notice of bankruptcy or winding up from the Participant or 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 if the remaining holder or all remaining joint holders are Eligible Shareholders
- 9.5 If a Participant terminates (or is deemed to have terminated) its participation in the Plan, the amount of any residual balance held on the Participant's behalf by the Company will become the

property of the Company. It is in the Company's sole discretion as to the use of the residual balances.

## **10 Variation, suspension and termination of the Plan**

- 10.1 The Plan may be varied, suspended, recommenced or terminated by the Board at any time after giving notice to ASX, with effect on the date specified by the Board.
- 10.2 Any variation, suspension, recommencement or termination will not give rise to any liability on the part of, or right of action against, the Board, the Company nor any of its officers, employees or agents.
- 10.3 The accidental omission to give notice of the variation, suspension, recommencement or termination to any Participant will not invalidate such variation, suspension, recommencement or termination of the Plan.
- 10.4 If the Plan or these Rules are varied, a Participant continues to participate under the Plan and these Rules in their varied form unless the Participant terminates its participation in the Plan in accordance with these Rules.
- 10.5 If the Plan is suspended and is later recommenced, then upon recommencement all prior elections are reinstated subject to any variation or termination notice validly given by a Participant no later than the next Business Day after the next Record Date after the recommencement of the Plan (or by such later date approved by the Company from time to time).
- 10.6 On the termination or suspension of the Plan, the amount of any residual balance held on behalf of a Participant by the Company will become the property of the Company unless the Board determines otherwise.

## **11 Administration of the Plan**

The Plan will be administered by the Board which has the power to:

- a. determine procedures for administration of the Plan consistent with the Rules;
- b. settle in such manner as it considers expedient any difficulties, anomalies or disputes which may arise in connection with, or by reason of, the operation of the Plan, whether generally or

in relation to any Participant or any Shares, and the determination of the Board is conclusive and binding on all Participants and other persons to whom the determination relates; and

- c. delegate to any one or more persons, including the Company's share registry, for such period and on such conditions as it may determine, the exercise of any of its powers or discretions arising under the Plan. Plan Rules are binding on Participants.

## **12 Costs to Participants**

To the extent permitted by law, the Company will pay brokerage, commission or other transaction costs in respect of Shares Allocated under the Plan including any stamp or other duties payable by a Participant in respect of Shares Allocated under the Plan.

## **13 Taxation**

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

- a. take any responsibility or assume any liability for, or as a consequence of the tax liabilities of any person in connection with the Plan; or
- b. represent or warrant that a Participant will gain any taxation advantage or will not incur a taxation liability or disadvantage as a result of participation in the Plan.

## **14 Notices**

A notice under these Rules will be deemed to be effective if handed to the addressee or posted by ordinary post and addressed to the addressee at its last known residential or registered address, or sent by facsimile or e-mail to a number or address notified by the addressee, or otherwise sent in accordance with the Company's constitution.

## **15 Governing law**

The Plan and contracts arising under the Plan are governed by the laws of New South Wales and each Participant submits to the non-exclusive jurisdiction of the Courts of that State.

## **16 Definitions and Interpretation**

### **16.1 Definitions**

In these Rules, unless the context otherwise requires:

**Allocation** means the issue of new Shares to Participants under the Plan or transfer of Shares acquired for the purposes of the Plan to Participants under the Plan, as the case may be.

**Application** means the application to participate, vary participation or terminate participation in the Plan in respect of a particular shareholding account, in the form that the Board approves from time to time.

**ASX** means ASX Limited (ACN 008 624 691) or the securities market which it operates, as the case may be.

**ASX Listing Rules** means the listing rules of ASX, as amended from time to time.

**ASX Operating Rules** means the operating rules of the financial market administered by ASX, as amended from time to time.

**Average Market Price** during a period means:

- (a) the arithmetic average of each of the daily volume weighted average sale prices of Shares sold on ASX for each Trading Day during that period; or
- (b) if in the opinion of the Board the amount calculated in (a) above does not represent the then fair market value of the Shares, the amount determined by the Board in its absolute discretion as the then fair market value of the Shares.

When calculating the Average Market Price, unless the Board determines otherwise, the calculation will exclude trades that are not in the ordinary course of trading (including any transaction defined in the ASX Operating Rules as "special", crossings prior to the commencement of normal trading, crossings during the closing phase and the after hours phase, exercises of options over Shares, any overnight crossings and any other trades which the Board considers may not be fairly reflective of natural supply and demand).

**Board** means the board of directors of the Company.

**Business Day** has the same meaning as in the ASX Listing Rules.

**Company** means OneAll International Limited (ACN 606 740 701).

**Discount** means the percentage discount (if any) determined by the Board from time to time to be applied in calculating the price at which the Shares will be issued in accordance with Rule 5.3.

**Dividend** means any dividend announced and payable by the Company.

**Dividend Payment Date** means the date on which the Company pays a dividend in respect of the Shares.

**Eligible Person** means a person registered as the holder of at least the minimum number of Shares as specified by the Board (if any) from time to time other than a person with a registered address in any place where, in the opinion of the Board, participation or the making of an offer or invitation to participate in the Plan would require the issue of a prospectus under foreign law or other regulatory compliance which the Board determines to be excessive or impracticable.

**Participant** means an Eligible Person whose Application in respect of a particular shareholding account has been accepted for the purposes of the Plan.

**Plan** means the Company's dividend reinvestment plan, the terms of which are set out in these Rules, as varied from time to time.

**Plan Shares** means the Shares in a particular shareholding account which are designated by a Participant as Shares for which the dividend is to be applied in subscribing for Shares under the Plan.

**Pricing Period** means the period of 5 Trading Days prior to the Record Date for the relevant Dividend, or such other period as the Board determines in its absolute discretion.

**Record Date** means the date that the Company determines entitlements for Dividends.

**Rules** means the rules of the Plan set out in this document, as varied from time to time.

**Shares** means fully paid ordinary shares in the capital of the Company.

**Trading Day** means a day which is a Business Day and on which Shares are not suspended from quotation or made subject to a trading halt on ASX.

## 16.2 **Interpretation**

In these Rules, unless a contrary intention appears:

- (a) the singular includes the plural and vice versa and a reference to a gender includes other genders;
- (b) a reference to a person includes a corporation, firm or body of persons recognised by law and that person's successors, assignees and legal personal representatives; and
- (c) other grammatical forms of defined terms or phrases have corresponding meanings.