# Dividend Reinvestment Plan Terms and Conditions

Savcor Group Limited
ACN 127 734 196

## Contents

# 1 Defined terms and interpretation

## 1.1 Definitions in the Dictionary

A term or expression starting with a capital letter:

(a) which is defined in the dictionary (**Dictionary**), has the meaning given to it in the Dictionary; and

(b) which is defined in the Corporations Act, but is not defined in the Dictionary, has the meaning given to it in the Corporations Act.

## 1.2 Interpretation

The interpretation clause in the Dictionary sets out rules of interpretation for this DRP.

# 2 Dictionary

The Dictionary in Schedule 1:

(a) defines some of the terms used in this plan; and

(b) sets out the rules of interpretation which apply to this plan.

# 3 Who can participate in the DRP?

(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. Any Shareholder can participate in the DRP, unless excluded under paragraph (b).

(b) A Shareholder is excluded from the DRP if that Shareholder's residential address or address on the Register is outside Australia or New Zealand, unless the directors approve of that Shareholder's participation in the DRP, in their absolute discretion.

# 4 Election

(a) Participation in the DRP is subject to these terms, applicable laws, the Listing Rules and the Constitution of the Company.

(b) A Shareholder does not have to participate in the DRP. A Shareholder must complete a Notice of Election if they want to participate in the DRP in a way allowed by these terms.

(c) If the DRP is extended by the Directors in accordance with clause 5(c), any Notice of Election received from a Shareholder in respect of the DRP is deemed to continue to apply for that Shareholder during any Additional Period unless the Shareholder otherwise notifies the Company of a change in or termination of their election in accordance with paragraph (f).

(d) A Shareholder who wants to participate in the DRP may specify the Shareholder's Nominated Percentage in the Notice of Election.

(e) A Notice of Election is deemed to specify a Nominated Percentage of 100%, unless a Shareholder specifies its Nominated Percentage in the Notice of Election.

(f) A Participant may at any time terminate their participation in the DRP or change their Nominated Percentage by giving the Company written notice.

## 5 How long does the DRP operate?

(a) The DRP operates for one year from the Commencement Date. No issue of Shares under the DRP will be made until on or after the Commencement Date.

(b) The DRP automatically terminates at the end of that period, subject to paragraph (c).

(c) The Directors may extend the period of operation of the DRP in accordance with the terms for a further one year in their absolute discretion (**Additional Period**) on terms that are not materially different from those immediately prior to the end of the previous period of the DRP's operation.

(d) For the avoidance of doubt, paragraph (c) above applies at the end of any Additional Period.

## 6 What are the DRP entitlements?

(a) Subject to this clause, the Company must apply each dividend payable to a Participant in respect of Participating Shares to subscribe for or acquire Shares on the Participant's behalf at the DRP Price.

(b) The number of Shares subscribed for or acquired is the total amount of the dividend payable on the Participant's Participating Shares, divided by the DRP Price referable to the relevant dividend and rounded up 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, issue, or transfer of Shares under the DRP is in breach of any 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.

## 7 Issue or Transfer of Shares

Shares allotted to a Participant under the DRP or purchased under the DRP on their behalf:

(a) must be allotted or purchased on the date that the dividend is applied under clause 6(a) and (b).

(b) must be allotted or purchased in accordance with the Listing Rules;

(c) rank equally with existing Shares from the date of allotment or purchase; and

(d) must be registered on the same Register as the majority of the relevant Participant's Participating Shares.

## 8 Statements

(a) After each allocation 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:

(i) the record date for the purposes of the payment by the Company of the relevant dividend;

(ii) the number of Participating Shares in the DRP as at the last Record Date;

(iii) the total amount of the dividend in cents paid per Participating Share;

(iv) the number of Shares allotted to the Participant or purchased on their behalf under the DRP and the cost of each of those Shares;

(v) the DRP Price for the Shares allotted to the Participant or purchased on their behalf under the DRP;

(vi) the amount of withholding tax (if any) applicable to the dividend;

(vii) the extent to which the dividend is franked;

(viii) the Participant's total holding of both Participating and Non-Participating Shares after the allocation; and

(ix) other information as the directors determine.

## 9 What if there is a 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.

## 10 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 one business day before the Record Date.

## 11 ASX Quotation

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

## 12 Modification and termination

(a) The Directors may modify the terms of the DRP, or terminate or suspend the DRP, by giving written notice to Participants by way of lodging an announcement with the ASX describing the modification, termination or suspension of the DRP and the posting of that announcement on the Company's website.

(b) 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.

## 13 Costs

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

## 14 Governing law

The laws of New South Wales govern these terms.

# Schedule 1 — Dictionary

## 1 Dictionary

In these terms:

**ASX** means the Australian Securities Exchange Limited.

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

**Commencement Date** means 12 October 2007.

**Company** means Savcor Group Limited ACN 127 734 196.

**Constitution** means the constitution of the Company as amended from time to time.

**Directors** means the directors of the Company from time to time.

**Discount** means, in relation to a dividend to be reinvested under this DRP, any discount to Market Price determined by the Board in its absolute discretion to apply to Participating Shares to be acquired with that particular dividend.

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

**DRP Price** means the price at which Shares will be transferred or issued under the DRP, being the Market Price less any applicable Discount.

**Listing Rules** means the Main Board Official Listing Rules of the ASX.

**Market Price** means arithmetic average of the VWAP (rounded to four decimal places) on each day during the Price Determination Period as determined by the Directors or, if no Shares are traded during the Price Determination Period, the last sale price for the Shares, 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 to participate in the DRP, calculated by multiplying the Nominated Percentage by the number of the Shareholder's Shares (other than Shares of the Participant held under the terms of the Company's universal share/option plan or transition share plan which were acquired (partly or wholly) from the proceeds of loans from the Company which remain outstanding and other than Shares of the Participant which are held under a scheme known as the Company's dividend retention scheme or any other scheme which applies dividends otherwise payable on those Shares to the repayment of loans made under the Company's universal share/option plan or transition share plan).

**Price Determination Period** means the period starting on the second trading day after the relevant Record Date and ending eleven trading days after the relevant Record Date.

**Record Date** means the date 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.

**VWAP** means the daily volume weighted average market prices of all Shares sold on ASX's trading platform including the closing single price auction, but excluding all off-market trades including but not limited to transactions defined in the ASX Market Rules as special crossings, crossings prior to the commencement of the open session state, portfolio special crossings, equity combinations, crossings during overnight trading, overseas trades, trades pursuant to the exercise of options over Shares and any other trades that the Directors determine should be excluded on the basis that the trades are not fairly reflective of supply and demand.

## 2 Interpretation

In these terms, the following rules of interpretation apply unless the contrary intention appears:

(a) headings are for convenience only and do not affect the interpretation of these terms;

(b) the singular includes the plural and vice versa;

(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.

**[BACK COVER]**

**SHAREHOLDERS INFORMATION AND INQUIRIES**

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