



# **Dividend Reinvestment Plan Booklet**

**Evans Dixon Limited (ASX: ED1)**

## 1 Summary of the Dividend Reinvestment Plan

The Dividend Reinvestment Plan (**DRP**) provides eligible Shareholders of Evans Dixon Limited (ACN 609 913 457) (ASX:ED1) (**Company**) the opportunity to purchase additional Shares in the Company by reinvesting part, or all, of their Dividends.

The Board of the Company will determine whether the **DRP** will apply with respect to each Dividend at the time it considers the declaration of that Dividend. The Company will announce whether the **DRP** will apply with respect to a Dividend at the same time as that Dividend is announced.

The following sections outline the way the **DRP** works and should be read in conjunction with the **DRP** rules (attached to this booklet as Annexure A) (**DRP Rules**). If you are interested in participating in the **DRP** you are encouraged to read the **DRP Rules** in full.

Any capitalised terms used in this booklet which are undefined have the same meaning as given in the **DRP Rules**.

## 2 Participation in the Plan

Participation in the **DRP** is optional. You may apply to participate, change the level of your participation or cancel your participation in the **DRP** at any time and from time to time, provided the sufficient amount of notice is given. If you do not elect to participate in the **DRP** you will be paid your Dividends in cash in the normal manner.

## 3 Eligibility to Participate

Participation in the **DRP** is open to Shareholders resident in Australia. The **DRP** is not registered under the securities laws of any other jurisdiction. Consequently, Shareholders of the Company whose registered address is not in Australia may not be able to participate in the **DRP**.

At its discretion and subject to the Corporations Act, the Constitution or the **DRP Rules**, the Company may refuse to accept or may reject any election to participate in the **DRP**.

## 4 How to Participate

To participate, vary a previous election or terminate participation, a Shareholder must lodge a Dividend Election Notice with the Registry. If a Shareholder has multiple security holding accounts in the Company, a separate Dividend Election Notice will be required for each account.

Eligible participating Shareholders may elect to participate for all or part of their Dividend entitlement.

The **DRP** has no minimum participation requirement. In addition, Shareholders may vary or terminate their participation in the **DRP** at any time.

A Dividend Election Notice may be lodged with the Registry at any time. A Dividend Election Notice received before the Notification Date will take effect for the dividend to which the Notification Date relates and subsequent Dividends. A Dividend Election Notice to participate, vary or terminate participation received after a Notification Date will apply only to subsequent Dividends.

Your Dividend Election Notice must be received by 5.00 pm (AET) on the business day following the relevant Record Date to be effective for that Dividend (**Notification Date**).

The Dividend Election Notice can be obtained by contacting the Registry or can be completed electronically, for shareholdings of less than \$50,000, on the Registry's website:  
<https://www.boardroomlimited.com.au/>.

## 5 How the DRP Operates

For each Dividend determined to be paid by the Company, the Company will announce on its website and the ASX announcements platform the:

- a) Dividend entitlement for each Share;
- b) maximum number of fully paid Shares in the Company which can be issued under the DRP (**Maximum Plan Amount**) (if any);
- c) price at which Shares will be issued under the DRP (**Reinvestment Price**) or the method by which the Reinvestment Price is to be determined, including the amount of any Discount;
- d) Record Date; and
- e) Payment Date of the Dividend and the Issue Date for Shares issued under the DRP.

The Company will determine each Shareholder's Dividend entitlement.

## 6 Reinvestment Price

The Reinvestment Price will be a price determined by the Company in accordance with the DRP Rules. The Reinvestment Price may be reduced by a Discount, which the Directors may determine from time to time and announce on the ASX. The Reinvestment Price is set after the Record Date and you will not know the Reinvestment Price when you commit to participate in the DRP but you will know if any Discount is to be applied.

## 7 Partial Sale of Shares

Where you have elected to participate in the DRP for all your Shares and you sell some of your Shares, dividends on all of your remaining participating Shares will continue to be reinvested under the DRP for each Dividend in respect to which the DRP applies. Where you have elected to only participate in the DRP for some of your Shares and you sell some of your Shares, then unless you have given sufficient notice beforehand, the Shares sold will be treated to, the extent possible, as coming from your Shares that do not participate in the DRP and the balance, if any, will be treated as coming from your Shares that do participate. In each case, if you subsequently acquire more Shares, these will participate in the DRP to the extent indicated in your last Dividend Election Notice. If you do not hold any Shares, you are deemed to have terminated your participation in the DRP as at the time of the sale of your last sale of Shares and, unless you lodge a new Dividend Election Notice, will not participate in the DRP even if you subsequently buy more Shares.

## 8 Dividend Statement

After each issue of Shares under the DRP, a Dividend statement will be provided to you in accordance with your communication election showing full details of Shares issued to you under the DRP.

## **9 Brokerage and Commission**

Shares acquired through the DRP will be issued free of brokerage, commission and stamp duty.

## **10 DRP Underwriting**

Where the Company considers it appropriate, the DRP may be partly or fully underwritten.

## **11 Class of Shares Issued**

Shares issued under the DRP will be fully paid ordinary Shares that rank equally in all respects with existing issued fully paid ordinary Shares.

## **12 Modification, Suspension or Cancellation of the DRP**

The Company may alter, suspend or terminate the DRP at any time by notifying the ASX or, at the Directors' discretion, in accordance with the provisions regarding giving notice to Shareholders contained in the Constitution.

## **13 Taxation**

The Australian Taxation Office currently treats Dividends reinvested under the DRP in the same way as Dividends received on shares which are not participating. The Company takes no responsibility for the taxation liabilities of Shareholders and suggests that you obtain independent advice concerning your taxation position.

# Annexure A

## Dividend Reinvestment Plan Rules

The following Plan Rules contain the terms, provisions and conditions that apply in relation to the Evans Dixon Limited (ACN 609 913 457) Dividend Reinvestment Plan (**DRP**).

### 1 Interpretation

#### a) Definitions

<b>ASX</b>	ASX Limited (ACN 008 624 691)
<b>Board</b>	the board of directors of the Company
<b>Company</b>	Evans Dixon Limited (ACN 609 913 457)
<b>Constitution</b>	the constitution of the Company
<b>Discount</b>	such percentage discount (if any) as determined by the Board from time to time to be applied in calculating the Reinvestment Price
<b>Dividend</b>	any cash dividend per Share announced and payable by the Company
<b>Dividend Election Notice</b>	an application form approved by the Company to participate in the DRP Rules
<b>DRP</b>	the Dividend Reinvestment Plan for the Company
<b>DRP Register</b>	the register maintained in accordance with Clause 3 of the DRP Rules
<b>DRP Rules</b>	these rules for the Company's DRP
<b>Eligible Member</b>	a person registered as a holder of a Share: i) whose address as it appears in the Register is situated (and in the case of a Share held jointly by 2 or more persons, all of whose addresses appearing in the Register are situated) in Australia; or ii) whose address as it appears in the Register, is situated (and in the case of a Share held jointly by 2 or more persons, 1 of whose address appears in such registers is situated) outside Australia and who has produced to the Company such evidence as may be required to satisfy the Company that any necessary approvals of any governmental authority in relation to participation in the DRP Rules have been obtained and that participation is not contrary to any applicable laws of Australia or any other relevant jurisdiction.
<b>First Alternative</b>	has the meaning given in Clause 2.2(b)(i) of the DRP Rules
<b>Issue Date</b>	the date determined by the Company by which Shares issued pursuant to this DRP must be issued
<b>Listed</b>	the Company is admitted to the official list of the ASX and the Shares are officially quoted on the ASX
<b>Listing Rules</b>	the listing rules of the ASX
<b>Maximum Plan Amount</b>	the maximum number of fully paid Shares which can be issued under the DRP (if any)
<b>Notification Date</b>	the date determined by the Company by which Dividend Election Notices must be received in order to participate in the first Dividend following that date
<b>Payment Date</b>	the date determined by the Company by which a Dividend must be paid to Shareholders
<b>Participant</b>	an Eligible Member who has applied to participate in the DRP and whose application has been accepted by the Company pursuant to Clause 3(a)

<b>Plan Shares</b>	a Share that is a designated Plan Share pursuant to Clause 3(a)
<b>Record Date</b>	the date a Shareholder must be recorded on the Register to participate in a Dividend
<b>Register</b>	the Company's register of Shareholders
<b>Registry</b>	Boardroom Pty Limited (ACN 003 209 836)
<b>Reinvestment Price</b>	means: i) the arithmetic average of the daily volume weighted average market price per Share during the ten Trading Days commencing on the Trading Day following the relevant Record Date less the Discount (if any), excluding any trades that the Board considers may not be fairly reflective of natural supply and demand (for example, the following types of trades may be excluded; special crossings under the ASX Operating Rules, off-market trades, overseas trades, overnight crossings and trades pursuant to the exercise of options over Shares); or ii) such other price as may be determined by the Company in accordance with the Constitution
<b>Second Alternative</b>	has the meaning given in Clause 2.2(b)(ii)
<b>Share</b>	a fully paid ordinary share in the capital of the Company
<b>Shareholder</b>	a registered holder of a Share
<b>Termination Notice</b>	notice of a Shareholders' termination of participation in the DRP to be provided to the Registry
<b>Trading Day</b>	has the meaning given in the ASX Listing Rules
<b>Variation Notice</b>	a form to be lodged with the Registry by Participants that wish to increase or decrease the number of their Plan Shares

- b) Subject to any express or implied contrary intention:
- i) words importing the singular include the plural and vice versa;
  - ii) a gender includes all genders;
  - iii) words importing natural persons include corporations and vice versa; and
  - iv) references to Clauses are references to Clauses of these Plan Rules.

## 2 Participation in the Plan

### 2.1 General

- a) Participation in the DRP is subject to these DRP Rules and is optional.
- b) No person other than an Eligible Member may participate in the DRP Plan.
- c) No Eligible Member may transfer their right to any allotment of Shares pursuant to this DRP.

### 2.2 Applications

- a) Every Eligible Member who wishes to participate in the DRP in respect of their Dividend must complete and lodge with the Registry a Dividend Election Notice. For each Dividend, the Board will determine the Notification Date.

- b) Eligible Members who wish to participate in this DRP in respect of their Dividend must elect in their Dividend Election Notice to participate in the DRP:
  - i) a specified number of Shares held by them as at each Record Date for a Dividend including or excluding any Shares allotted to them pursuant to the DRP in respect of those Shares (**First Alternative**); or
  - ii) all Shares held by them as at each Record Date for a Dividend including any Shares allotted to them pursuant to the DRP and any Shares acquired by them other than by allotment (**Second Alternative**).
- c) If Eligible Members elect the First Alternative, they must specify the number of Shares in respect of which they seek to participate in the DRP. If they fail to nominate an alternative or, if they elect the First Alternative but fail to specify the number of Shares in respect of which they wish to participate, they will be taken to have elected the Second Alternative.
- d) The Company's records of the level of an Eligible Member's participation and the number of Shares subject to the DRP is conclusive evidence of the matters so recorded.

### 2.3 Refusal of participation in the DRP

- a) The Company may, in its absolute discretion, subject to the Corporations Act and the Constitution, accept or refuse any application made by an Eligible Member pursuant to Clause 2.2. The Company's acceptance of any such application must be denoted by the entry in the Register of the name of the Eligible Member applying and the other particulars required to be recorded in the Register pursuant to Clause 3(a). The Shares that are subject to such an application become designated Plan Shares from that date.
- b) Each Dividend Election Notice received on or before a Notification Date and accepted by the Company is effective in respect of the first Dividend payable after receipt of that Dividend Election Notice and subsequent Dividend. The Notification Date for a relevant Dividend will be the business day following the Record Date for that Dividend, or such later date as determined by the Board and notified to Shareholders by announcement.
- c) The Company may, in its absolute discretion, subject to the Corporations Act and the Constitution, determine not to reinvest a Dividend in accordance with this DRP. Where the Company elects not to reinvest a Dividend, the Company at its discretion will either:
  - i) pay the Dividend in cash; or
  - ii) have any Dividend issued in the name of a nominee determined by the Company, with the Shares disposed of on the ASX and the proceeds net of any transaction costs paid to the Company who will then arrange for the payment to be remitted to the relevant Shareholder.

## 3 Register

- a) The Company must establish and maintain a register (**DRP Register**) in which the following particulars of each Participant are recorded:
  - i) each Participant's name and address;
  - ii) the number of each Participant's Plan Shares; and
  - iii) any variation pursuant to Clause 5(a).
- b) The Register is conclusive evidence of the matters recorded in it.



## 4 Reinvestment of Dividends

- a) Shares allotted pursuant to Clauses 4(b)(v) and 4(b)(vi) will be allotted at the Reinvestment Price.
- b) In respect of each Dividend from time to time due and payable to Participants in respect of their Plan Shares, the Board must:
  - i) determine the amount of Dividend payable in respect of Plan Shares of that Participant;
  - ii) determine the Discount (if any) on the Dividend;
  - iii) determine the maximum number of Shares that could be acquired by subscription by the application of the aggregate to the subscription for Shares at the Reinvestment Price;
  - iv) on behalf of and in the name of the Participant subscribe for that number of additional Shares;
  - v) allot that number of Shares to the Participant; and
  - vi) where the number of Shares ascertained in accordance with the provisions of Clause 4(b)(v) results in a fraction, the number of Shares is ascertained by rounding up the number of Shares to the nearest whole number.
- c) All Shares allotted and issued under the DRP rank equally in all respects with Existing Shares from the date of allotment.
- d) Shares allotted under the DRP must be allotted within the time required by the Corporations Act, and if the Company is Listed the Listing Rules of the ASX.
- e) Shares allotted under the DRP must be registered on the Register where the Participant, in respect of whom the Shares are allotted, already holds Shares.

## 5 Variation or Termination of Participation

- a) Participants may at any time alter the number of their Plan Shares in respect of Dividends by completing and lodging a Variation Notice with the Registry.
- b) Where the Company has approved a Variation Notice this must be denoted by entry of the variation requested in the DRP Register and the variation is effective on that entry being made.
- c) Participants may at any time after disposal of all of their Shares in the Company, give the Company a Termination Notice and on the date the Company receives that notice, the Participant ceases to be a Participant and all Plan Shares held by the Participant cease to be Plan Shares from that date.
- d) If a Participant dies, participation by that Participant and any Participants with whom the deceased was a joint Participant is terminated on the date the Company receives notice of the death of the deceased Participant.
- e) If Participants dispose of all of their Shares without giving the Company a Termination Notice and are not registered as the holders of any Shares when the Register is next closed for determination of entitlements to a payment of a Dividend, the Participants are deemed to have terminated their participation on the last day when the Company registered a transfer or instrument of disposal of their Shares.
- f) If a Participant disposes of some but not all of their Shares and does not give notice to the Company to the contrary prior to that disposal, they are deemed to have disposed of their Shares that are not Plan Shares first. Accordingly, in this instance the number of Plan Shares is reduced



only if the number of Shares that have been disposed of exceeds the number of Shares that are not Plan Shares held before the disposal.

## **6 ASX Listing**

If the Company is Listed, the Company must make an application promptly on each allotment of Plan Shares for quotation of such Plan Shares on the official list of the ASX in accordance with the ASX Listing Rules.

## **7 Limitation of Subscription**

The Board may at any time limit the amount of Dividends which may be reinvested under these DRP Rules.

## **8 Modification, Suspension and Termination of the DRP**

- a) These DRP Rules may be modified or varied by the Board at any time or from time to time by giving to Participants notice in writing of the intention to do so.
- b) The Board may settle any difficulties, anomalies or disputes which may arise in connection with, or by reason of, the operation of the DRP, whether generally or in relation to any Participant or any Shares in such manner as they think expedient and the determination of the Board is conclusive and binding on all Participants and other persons to whom the determination relates.
- c) The Board may suspend or terminate the DRP after giving to Participants notice in writing of their intention to do so.
- d) The Board reserves the discretion to waive strict compliance with any provision of this DRP.
- e) Notice in writing for the purposes of this DRP includes giving notice through the ASX announcements platform.

## **9 Costs to Participants**

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

## **10 Statements**

As soon as practicable after each allotment of Shares pursuant to Clauses 4(b)(v) and 4(b)(vi) and, if the Company is Listed, as required by the Listing Rules of the ASX, the Company must send to each Participant to whom Shares have been allotted a statement setting out, in respect of each Participant:

- a) the number of the Participants Plan Shares as at the date of the closure of the Register for determination of entitlements to payment of the relevant Dividend prior to such allotment;
- b) the amount of Dividends due and payable to that Participant in respect of the Participant's Plan Shares which have been applied towards subscription of additional Shares;
- c) the number of additional Shares allotted to the Participant pursuant to Clauses 4(b)(v) and 4(b)(vi); and
- d) the number of Shares (including Plan Shares) in respect of which the Participant is the registered holder after such allotment.

## 11 Participants to be Bound

Participants are bound by these DRP Rules in respect of the DRP as modified or varied from time to time pursuant to Clause 8.