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## Kogan.com Ltd Share Purchase Plan Booklet

June 2020

**OFFER OPENS**

Thursday, 18 June 2020

**OFFER CLOSES**

Friday, 3 July 2020

This is an important document and requires your immediate attention. You should read this Booklet in full.

Eligible Shareholders have the opportunity to participate in the Share Purchase Plan offer by applying for up to \$30,000 of new Shares without paying brokerage or transaction costs. Details of the offer and how to participate are set out in this Booklet.

**Applications for new Shares under the Share Purchase Plan must be received by 5.00pm on 3 July 2020.**

The offer contained in this document does not take into account the individual investment objectives, financial situation or particular needs of each Eligible Shareholder. You should consider seeking independent financial and taxation advice before making a decision as to whether or not to accept the offer.

This document is intended for use only in connection with the Share Purchase Plan Offer to Eligible Shareholders in Australia and New Zealand. No action has been taken to permit an offering of Shares in any jurisdiction outside of Australia and New Zealand. The distribution of this document may be restricted by law. Persons (including Custodians and nominees) who come into possession of this document should observe any such restrictions.

This document does not constitute an offer to sell, or a solicitation of an offer to buy, any Shares in the United States or any jurisdiction in which such an offer would be illegal. The Shares to be offered and sold under the Share Purchase Plan have not been, and will not be, registered under the US Securities Act or the securities law of any US state or jurisdiction of the United States, and may not be offered or sold, directly or indirectly, to any person in the United States.

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## 1 Kogan.com Limited Share Purchase Plan

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1.1 Kogan.com Limited (**Kogan**) is pleased to provide eligible Kogan shareholders (as set out in clause 3.1) with the opportunity to participate in the Kogan Share Purchase Plan (**SPP**) by paying up to \$30,000 to subscribe for additional new fully paid ordinary shares in Kogan (**New Shares**) without incurring brokerage or other transaction costs subject to and in accordance with the terms and conditions set out below (**SPP Terms and Conditions**). Details of this offer and how to participate are set out below.

### 1.2 Summary of key dates

Record Date (the date that eligibility to participate in the SPP is determined)	7.00pm Melbourne time, Tuesday, 9 June 2020
Announcement of the SPP	Wednesday, 10 June 2020
SPP Opening Date and Booklet dispatched	Thursday, 18 June 2020
SPP Closing Date	5.00pm Melbourne time, Friday, 3 July 2020
Announcement of results of the SPP, including scale back policy announced (if applicable)	Wednesday, 8 July 2020
Settlement of New Shares	Thursday, 9 July 2020
Issue and allotment of New Shares	Friday, 10 July 2020
Expected quotation on the ASX and normal trading of New Shares commences	Friday, 10 July 2020
Dispatch of allotment confirmations/holding statements for New Shares	On or around Friday, 10 July 2020

Kogan may change any of the above key dates at its discretion (even if the offer has opened or applications have been received).

## 2 Purpose of the SPP

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2.1 As announced to ASX on 11 June 2020, Kogan successfully conducted a \$100 million placement at an issue price of \$11.45 per share (**Placement**). Further details are contained in the announcements released by Kogan to ASX.

2.2 Eligible Australian and New Zealand shareholders are now invited to participate in the SPP. Kogan intends to raise approximately \$15 million under the SPP (subject to Kogan's discretion to increase this cap and accept oversubscriptions and/or scale back applications).

2.3 Kogan intends to use the proceeds of this offer to provide the financial flexibility to act quickly on future value accretive opportunities.

### 3 Eligibility to participate in the SPP

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- 3.1 You are an eligible shareholder and may participate in the SPP if you were a direct holder of Shares at 7.00pm (Melbourne time) on 9 June 2020 (**Record Date**) with an address on the Register in Australia or New Zealand, unless:
- (a) you hold Shares on behalf of another person who resides outside Australia or New Zealand and do not hold Shares in any other capacity; or
  - (b) you are in the United States or acting for the account or benefit of a person in the United States,
- (Eligible Shareholder).**
- 3.2 The New Shares are not being offered or sold to the public within New Zealand other than to existing Shareholders of Kogan at the Record Date with registered addresses in New Zealand to whom the offer of New Shares is being made in reliance on the *Financial Markets Conduct Act 2013* and the *Financial Markets Conduct (Incidental Offers) Exemption Notice 2016*.
- 3.3 The Board has determined that because of foreign securities laws, it is not practical for holders of Shares with registered addresses in jurisdictions other than Australia or New Zealand to participate in the SPP. Accordingly, this offer is not made to holders of Shares with a registered address outside Australia or New Zealand.
- 3.4 **Single holders:** If you are the only registered holder of Shares, but you receive more than one offer under the SPP (for example, due to multiple registered holdings such as a holding in your personal name and a holding in your self-managed superannuation fund), you may only contribute up to a maximum of \$30,000 in applying for New Shares.
- 3.5 **Joint holders:** If you are recorded with one or more other persons as the joint holder of Shares, that joint holding is considered to be a single registered holder for the purpose of the SPP, and the joint holders are entitled to participate in the SPP in respect of that holding. If the same joint holders receive more than one offer under the SPP due to multiple identical holdings, the joint holders may only contribute up to a maximum of \$30,000 in applying for New Shares across all your holdings. An agreement, acknowledgment or certification given by any joint holder of Shares is taken to be an agreement, acknowledgement or certification given by all joint holders.
- 3.6 **Custodians:** Where a Custodian is a registered holder of Shares and holds Shares on behalf of Beneficiaries, the SPP is made to the Custodian and the Custodian has the discretion whether to extend the SPP to the Beneficiaries. If a Custodian applies for New Shares on behalf of a Beneficiary, Kogan will not issue New Shares unless the Custodian certifies the following in writing to Kogan:
- (a) either or both of the following:
    - (i) that the custodian holds the Shares on behalf of one or more persons that are not custodians (each a **Participating Beneficiary**); or
    - (ii) that another custodian (**Downstream Custodian**) holds beneficial interests in Shares on behalf of a Participating Beneficiary, and the custodian holds the Shares to which those beneficial interests relate on behalf of the Downstream Custodian or another custodian,on the Record Date and that each Participating Beneficiary has subsequently instructed the following persons:
    - (iii) where sub-paragraph (a)(i) applies — the custodian; and
    - (iv) where sub-paragraph (a)(ii) applies — the Downstream Custodian,to apply for Shares under the SPP on their behalf;

- (b) the number of Participating Beneficiaries;
- (c) the name and address of each Participating Beneficiary;
- (d) in respect of each Participating Beneficiary:
  - (i) where sub-paragraph (a)(i) applies — the number of Shares that the custodian holds on their behalf; and
  - (ii) where sub-paragraph (a)(ii) applies — the number of Shares to which the beneficial interests relate;
- (e) in respect of each Participating Beneficiary:
  - (i) where sub-paragraph (a)(i) applies — the number or the dollar amount of Shares they instructed the custodian to apply for on their behalf; and
  - (ii) where sub-paragraph (a)(ii) applies — the number or the dollar amount of Shares they instructed the Downstream Custodian to apply for on their behalf;
- (f) there are no Participating Beneficiaries in respect of which the total of the application price for the following exceeds \$30,000:
  - (i) the Shares applied for by the custodian under the SPP in accordance with the instructions referred to in sub-paragraph (e); and
  - (ii) any other Shares issued to the custodian in the 12 months before the application as a result of an instruction given by them to the custodian or the Downstream Custodian to apply for Shares on their behalf under an arrangement similar to the SPP;
- (g) that a copy of this Booklet was given to each Participating Beneficiary; and
- (h) where sub-paragraph (a)(ii) applies — the name and address of each custodian who holds beneficial interests in the Shares held by the custodian in relation to each Participating Beneficiary.

3.7 Custodians must request a "**Custodian Certificate**" when making an application on behalf of Beneficiaries. To request a Custodian Certificate or further information about the custodian application process, shareholders should contact the Kogan.com SPP Information Line on 1300 095 758 (within Australia) or +61 3 9415 4057 (within New Zealand) between 8.30am and 5.30pm (AEST time) Monday to Friday. Applications received from custodians must be accompanied by a duly completed and signed Custodian Certificate.

3.8 **Trustees and Nominees:** If you hold Shares as a trustee or nominee for another person and are expressly noted on the Kogan register as holding Shares on account of another person (a beneficiary) but you are not a Custodian, the beneficiary will be taken to be the registered holder of those Shares. In this instance, an application by the trustee or nominee will be taken to be an application by the beneficiary. This means the beneficiary will be treated as the registered holder and clause 3.4 applies.

3.9 Custodians, trustees and nominees may not participate in the SPP on behalf of beneficial shareholders located outside Australia and New Zealand, or for the account of benefit of a person in the United States.

## **4 Participation is optional**

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4.1 Participation in the SPP is entirely optional (subject to the eligibility criteria set out above). The offer to acquire New Shares is not a recommendation.

- 4.2 If you are in any doubt about this offer, whether you should participate in the SPP or how such participation will affect you (including taxation implications), you should contact a professional advisor. Kogan also recommends that you monitor the Kogan share price, which can be found on ASX's website at [www.asx.com.au](http://www.asx.com.au).

## **5 Issue price**

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- 5.1 The issue price for each New Share under the SPP is the issue price paid by institutional investors under the Placement, being \$11.45, per Share.
- 5.2 No brokerage commission or other transaction costs are payable by shareholders in respect of the issue of New Shares under the SPP.
- 5.3 You should note that Kogan's share price may rise or fall between the date of this offer and the date when New Shares are issued under the SPP. This means that the price you would pay per New Share pursuant to this offer may be either higher or lower than the Kogan share price at the time the New Shares are issued under the SPP. If you participate in the SPP, you are accepting the risk that the market price of Kogan's shares may change between the Opening Date and the date when New Shares are issued under the SPP. Your application is unconditional and may not be withdrawn even if the market price of Kogan shares is less than the Issue Price for each New Share under the SPP.

## **6 Number of New Shares offered under the SPP**

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- 6.1 An Eligible Shareholder may only apply for New Shares in parcels valued at \$1,000, \$2,500, \$5,000, \$7,500, \$10,000, \$12,500, \$15,000, \$20,000, \$25,000 or \$30,000. Applications may only be made for New Shares in the amounts as designated on your Application Form from a minimum of \$1,000 up to a maximum of \$30,000.
- 6.2 Subject to scale back, the number of New Shares that will be allotted to you will be determined by dividing the amount of your application monies by the issue price of \$11.45, rounded down to the nearest whole number of New Shares.
- 6.3 You agree to pay the Issue Price per New Share for the number of New Shares that are allocated to you in accordance with these SPP Terms and Conditions.

## **7 Scale back**

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- 7.1 Kogan intends to raise approximately \$15 million under the SPP (subject to Kogan's discretion to increase this cap and accept oversubscriptions). Kogan will scale back applications if it receives applications of more than the aggregate amount of funds it determines to be raised. A "scale back" is a reduction in the number of New Shares issued (compared to the number applied for). If undertaken, the scale back will apply to all applications received on a pro-rata basis.
- 7.2 If applications are scaled back, Kogan will refund to applicants the difference between the New Shares issued to that applicant and the parcel that applicant applied for (calculated at the Issue Price), without interest payable to the applicant.
- 7.3 If the offer is not scaled back, any residual amounts that are less than the price of one share (being \$11.44 or less) will be retained by Kogan as it is not practical to refund such an amount.
- 7.4 If a scale back produces a fractional number of New Shares when applied to your parcel, the number of New Shares you will be issued will be rounded down to the nearest whole number of New Shares.

## **8 Maximum Applications**

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- 8.1 The offer under the SPP needs to comply with requirements prescribed by ASIC. Under *ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547*, Eligible Shareholders may only pay up to \$30,000 to subscribe for additional New Shares under a share purchase plan in any 12-month period. Kogan has not conducted a share purchase plan in the 12 months preceding the date of this offer, and accordingly has limited offers under the SPP to \$30,000 (subject to Kogan's discretion to scale back applications).
- 8.2 If you apply for New Shares, you will apply for a certain value, rather than a certain number, of New Shares. If your application is accepted, Kogan will divide the value of your application monies by the Issue Price (as determined under clause 5) in order to determine the number of New Shares which, subject to scale back, will be issued to you. If this calculation produces a fractional number, the number of New Shares issued will be rounded down to the nearest whole number of New Shares.
- 8.3 Please note that as part of your application for New Shares under the SPP you must certify that the aggregate application amount of all your applications under the SPP, together with any other Shares acquired by you (or a Custodian (or Downstream Custodian) on your behalf) under the SPP or any similar share purchase plan arrangement operated by Kogan in the previous 12 months, does not exceed \$30,000.
- 8.4 Kogan reserves the right to reject or reduce any application for New Shares under the SPP to the extent it considers that the application (whether alone or in conjunction with other applications) does not comply with these requirements.

## **9 Non-renounceable offer**

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- 9.1 The offer to purchase New Shares under the SPP is non-renounceable. This means that you cannot transfer your right to purchase New Shares under the offer to anyone else.

## **10 No other participation costs**

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- 10.1 No brokerage, commission or other participation costs are payable by you in respect of the acquisition of New Shares under the SPP.

## **11 Ranking of New Shares**

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- 11.1 All New Shares issued under the SPP will rank equally with existing Shares from the date of issue, and therefore will carry the same voting rights, dividend rights and other entitlements as existing Shares.

## **12 Binding terms**

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- 12.1 By accepting the offer to purchase New Shares under the SPP, you agree to be bound by these SPP Terms and Conditions and Kogan's constitution.

## **13 New Zealand**

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- 13.1 The New Shares are not being offered or sold to the public within New Zealand other than to existing shareholders of Kogan with registered addresses in New Zealand to whom the offer of New Shares is being made in reliance on the *Financial Markets Conduct Act 2013* and the *Financial Markets Conduct (Incidental Offers) Exemption Notice 2016*.

- 13.2 This document has not been registered with, filed with or approved by any New Zealand regulatory authority. This document is not a product disclosure statement under New Zealand law and is not required to, and may not, contain all the information that a product disclosure statement under New Zealand law is required to contain.

## 14 Applying for New Shares under the SPP

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- 14.1 To participate in the SPP, please carefully read these SPP Terms and Conditions and the instructions on the enclosed Application Form. To apply and pay for New Shares under the SPP you have two options:

***Option 1: Application Form and cheque, bank draft or money order***

You can complete the Application Form and return it to Computershare Investor Services Pty Limited, GPO Box 505 Melbourne, Victoria 3001, Australia, together with your cheque, bank draft or money order made payable to 'Kogan.com Limited' in accordance with the instructions on the Application Form.

Cheques, bank drafts and money orders must be made in Australian currency, drawn on an Australian bank for the correct amount and sent in the enclosed reply paid envelope (New Zealand holders will need to affix the appropriate postage stamp).

Do not forward cash. Receipts for payment will not be issued.

***Option 2: BPAY<sup>1</sup>***

If you have an Australian bank account, you may make a BPAY payment by using the personalised customer reference number shown on your Application Form which is required to identify your holding. If you make your payment by BPAY, you are not required to return your Application Form, but your payment will constitute your application for New Shares under the SPP and you are taken to make the certifications and representations described in these SPP Terms and Conditions.

- 14.2 It is your responsibility to ensure that your Application Form or BPAY payment is received by no later than 5.00pm (Melbourne time) on 3 July 2020. You should be aware that your financial institution may implement earlier cut-off times with regards to electronic payment, and you should therefore take this into consideration when making payment. Applications received after that time will not be accepted.
- 14.3 Applications may only be made for New Shares in the amounts as designated on your Application Form from a minimum of \$1,000 up to a maximum of \$30,000. If the amount of the cheque, bank draft or money order tendered with your Application Form or your BPAY payment is:
- (a) less than \$1,000 - Kogan will not allot any New Shares to you and will refund your application money to you;
  - (b) greater than \$30,000 - subject to scale back, Kogan will allot the maximum number of New Shares to you in relation to \$30,000 and will refund the excess application money to you; or
  - (c) for an amount between \$1,000 and \$30,000 that is not one of the designated amounts - subject to scale back Kogan will allot to you the number of New Shares that would have been allotted to you had you applied for the highest designated amount that is less than the amount of your cheque, bank draft, money order or BPAY payment, and will refund the excess application money to you.
- 14.4 Kogan will refund application monies received from persons it does not consider to be an Eligible Shareholder, subject to compliance with its legal obligations.

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<sup>1</sup> registered to BPAY Limited ABN 69 079 137 518.

- 14.5 If your cheque does not clear, your application will not be accepted and you agree to be responsible for any dishonour fees or other costs incurred. If your cheque is dishonoured, it will not be re-presented.
- 14.6 If your Application Form is incomplete, contains errors or is otherwise invalid or defective, Kogan may, in its sole discretion, accept, reject, correct or amend your application, issue such number of New Shares to you as it considers appropriate, refund your application money, or take any combination of these actions.
- 14.7 Applications and payments under the SPP may not be withdrawn once they have been received by Kogan. Application money will not bear interest under any circumstances.
- 14.8 Please read the enclosed Application Form for further details of how to apply for New Shares under the SPP.

## **15 Shareholder Representations**

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- 15.1 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) your application is made in accordance with, and subject to, these SPP Terms and Conditions and the terms set out in the Application Form and that you cannot withdraw or cancel your application and your application is unconditional;
  - (b) you acknowledge that you have read these SPP Terms and Conditions and the terms set out in the Application Form in full and you warrant that all details and statements in your application are true and complete and not misleading;
  - (c) you are an Eligible Shareholder and are eligible to participate in the SPP, and represent and warrant that you are not in the United States and are not acting for the account or benefit of a person in the United States and are not a person to whom it would otherwise be illegal to make an offer or issue New Shares under the SPP;
  - (d) you acknowledge that no interest will be paid on any application monies held pending the issue of New Shares or subsequently refunded to you for any reason;
  - (e) Kogan, including its officers and agents, is not liable for any consequences of the exercise or non-exercise of its discretions referred to in these SPP Terms and Conditions;
  - (f) you acknowledge that the New Shares have not been, and will not be, registered under the US Securities Act or the securities laws of any state or other jurisdiction of the United States, or in any other jurisdiction outside Australia or New Zealand, and accordingly, the New Shares may not be offered, sold or otherwise transferred except in accordance with an available exemption from, or in a transaction not subject to, the registration requirements of the US Securities Act and any other applicable securities laws;
  - (g) you acknowledge that the New Shares may only be offered and sold outside the United States in "offshore transactions" (as defined in and in reliance on Regulation S under the US Securities Act);
  - (h) you represent that you are not in the United States and you are not subscribing for New Shares for the account or benefit of a person in the United States;
  - (i) you have not, and will not, send, release or distribute this document or any materials relating to the SPP to any person in the United States or any other country outside Australia and New Zealand;

- (j) if in the future you decide to sell or otherwise transfer the New Shares, you will do so in a regular way on ASX where neither you nor any person acting on your behalf know, or have reason to know, that the sale has been pre-arranged with, or that the purchaser is, a person in the United States;
- (k) if you are acting as a trustee, nominee or custodian, each beneficial holder on whose behalf you are participating is resident in Australia or New Zealand, and you have not sent this document, or any materials relating to the SPP, to any person outside Australia and New Zealand;
- (l) you accept the risk associated with any refund that may be dispatched to you by direct credit or cheque to your address shown on the Register;
- (m) you agree to be bound by the constitution of Kogan (as it may be amended from time to time);
- (n) you acknowledge that none of Kogan, its advisers or agents, has provided you with any financial product or investment advice or taxation advice in relation to the SPP, or has any obligation to provide such advice; and
- (o) you authorise Kogan, and its officers and agents, to do anything on your behalf necessary for New Shares to be issued to you in accordance with these SPP Terms and Conditions.

## 16 Shareholder Certification

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- 16.1 By completing and submitting the Application Form with the application monies or making a BPAY payment **you certify** that the aggregate of the application price paid by you for:
- (a) the New Shares the subject of your Application Form or BPAY payment; and
  - (b) any other Shares applied for by you, or which you have instructed a Custodian (or Downstream Custodian) to acquire on your behalf, under the SPP or any similar share purchase plan arrangement operated by Kogan in the 12 months prior to the date of lodgement of the Application Form or BPAY payment,
- does not exceed \$30,000.
- 16.2 Kogan reserves the right, and in certain circumstances may be required by ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547 or other conditions, to reject any application for New Shares under the SPP (in whole or in part), including where it considers that the application (whether alone or in conjunction with other applications) does not comply with these or any other legal requirements.

## 17 Allotment and quotation dates

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- 17.1 New Shares are expected to be allotted under the SPP on 10 July 2020, and Kogan will apply for those New Shares to be listed for quotation on ASX.
- 17.2 Kogan's share registry will dispatch a holding statement or confirmation advice in respect of the New Shares allotted to you under the SPP. You should confirm your holding before trading in any New Shares you believe have been allotted to you under the SPP.
- 17.3 In advance of your receiving your statement or confirmation, you can check the number of New Shares issued under the SPP by logging onto [www.investorcentre.com](http://www.investorcentre.com) and following the security access instructions.

## **18 Foreign law restrictions**

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- 18.1 Due to legal restrictions, you must not send any materials relating to the SPP to any person in the United States or anywhere else outside Australia and New Zealand.
- 18.2 Consistent with the representations contained in these SPP Terms and Conditions and the Application Form, you may not submit an application under this SPP for any person in the United States or anywhere else outside Australia and New Zealand. Failure to comply with these restrictions may result in violations of applicable securities laws.

## **19 ASIC compliance**

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- 19.1 This offer for New Shares under the SPP is made in accordance with the requirements of *ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547*. *ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547* grants relief from the requirement of the Corporations Act to prepare a prospectus / disclosure document for the offer of Shares under the SPP, subject to satisfaction of certain conditions.

## **20 Withdrawal, suspension, termination, anomalies and disputes**

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- 20.1 Kogan reserves the right to waive strict compliance with any provision of these SPP Terms and Conditions, to amend or vary these SPP Terms and Conditions and to withdraw this offer or to suspend or terminate the SPP at any time. Any such amendment, variation, withdrawal, suspension or termination will be binding on all Eligible Shareholders, even where Kogan does not notify you of that event. Kogan reserves the right at any time to not accept an application, not issue New Shares or issue New Shares to a value less than that applied for under the SPP by an Eligible Shareholder (including a custodian applying on behalf of its Eligible Beneficiaries).
- 20.2 In the event that the SPP is withdrawn or terminated all of your application monies will be refunded to you. No interest will be paid on any money returned to you.
- 20.3 Kogan may make determinations in any manner it thinks fit, in relation to any difficulties, anomalies, or disputes which may arise in connection with or by reason of the operation of the SPP whether generally or in relation to any participant or application. Any determinations by Kogan will be conclusive and binding on all Eligible Shareholders and other persons to whom the determination relates.
- 20.4 Kogan's powers and rights under these SPP Terms and Conditions may be exercised by the Board or any delegate or representative of the Board.

## **21 No underwriting**

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- 21.1 The SPP will not be underwritten.

## **22 Currency**

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- 22.1 References to \$ means Australian dollars.

## 23 Privacy

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- 23.1 Chapter 2C of the Corporations Act requires information about shareholders (including name, address and details of the shares held) to be included in Kogan's public register. If a shareholder ceases to be a shareholder, Chapter 2C of the Corporations Act requires this information to be retained in Kogan's public register. These statutory obligations are not altered by the *Privacy Act 1988* (Cth) as amended. Information is collected to administer shareholder's security holdings.

## 24 Governing law

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- 24.1 This offer and these SPP Terms and Conditions are governed by the laws in force in New South Wales. By accepting this offer, you submit to the non-exclusive jurisdiction of the courts of Victoria.
- 24.2 Other terms and conditions, rights and obligations of the New Shares are contained in the constitution of Kogan. These SPP Terms and Conditions prevail to the extent of any inconsistency with the Application Form.

## 25 Additional questions

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- 25.1 If you have any questions in respect of the SPP, please call the Kogan.com SPP Information Line on 1300 095 758 (within Australia), or +61 3 9415 4057 (outside Australia), between 8.30am and 5.30pm (Melbourne time), Monday to Friday.

## 26 Glossary

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The following definitions apply throughout this Booklet unless the context requires otherwise:

Term	Meaning
\$	Australian Dollars.
Application Form	your personalised application form enclosed with this Booklet.
ASIC	Australian Securities and Investments Commission.
ASX	ASX Limited (ACN 008 624 691), or the market operated by it, as the context requires.
Beneficiary	a person on whose behalf a Custodian or nominee is holding shares at 7.00pm (Melbourne time) on the Record Date.
Board	the board of directors of Kogan.
Booklet	means this SPP offer booklet.
Closing Date	5.00pm (Melbourne Time) on 3 July 2020 (or such other date as Kogan determines, in its absolute discretion).
Corporations Act	the <i>Corporations Act 2001</i> (Cth).
Custodian	a custodian as defined in paragraph 4 of ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547.
Custodian Certificate	a certificate complying with paragraph 8(3) of ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547.
Downstream Custodian	has the meaning given to that term in clause 3.6(a)(i)(ii).

<b>Eligible Beneficiary</b>	a Beneficiary with a registered address in either Australia or New Zealand, provided that such Beneficiary is not in the United States.
<b>Eligible Shareholder</b>	a Shareholder who is a registered holder of Shares on the Record Date with a registered address in either Australia or New Zealand as shown on the Register.  Notwithstanding the foregoing, Shareholders in the United States are not eligible to participate in the SPP, and Shareholders who are acting for the account or benefit of persons in the United States, are not eligible to participate in the SPP on behalf of those persons.
<b>Issue Price</b>	the price per SPP Share as determined under clause 5.
<b>Kogan</b>	Kogan.com Limited (ACN 612 447 293).
<b>New Shares</b>	means the Shares offered under the SPP.
<b>Participating Beneficiary</b>	has the meaning given to that term in clause 3.6(a)(i).
<b>Record Date</b>	7.00pm (Melbourne time) on 9 June 2020.
<b>Register</b>	the register of shareholders.
<b>Share</b>	a fully paid ordinary share in Kogan.
<b>SPP</b>	the Share Purchase Plan offer made to Eligible Shareholders under the terms of this Booklet.
<b>SPP Terms and Conditions</b>	means the terms and conditions of the SPP as set out in this Booklet.
<b>US Securities Act</b>	Means the US Securities Act of 1933.

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