

Adtrans

Dividend Reinvestment Plan Rules

Adtrans Group Limited
ABN 28 008 129 477

1. Definitions and Interpretation

1.1 Definitions

In these Rules, unless the context otherwise requires:

- 1.1.1 **ASX** means the Australian Stock Exchange Limited;
- 1.1.2 **Board** means the board of directors of the Company;
- 1.1.3 **Company** means Adtrans Group Limited ABN 28 008 129 477;
- 1.1.4 **Constitution** means the constitution of the Company from time to time;
- 1.1.5 **DRP** means the Dividend Reinvestment Plan established under these Rules as varied from time to time;
- 1.1.6 **Holding** means a registered holding of Shares in respect of a Shareholder;
- 1.1.7 **Notice of Election** means an application to participate in the DRP in respect of a particular Holding of Shares in the form approved by the Board from time to time;
- 1.1.8 **Notice of Variation** means a notice to increase or decrease the number of a Participant's Plan Shares, or to terminate participation in the DRP, in the form approved by the Board from time to time;
- 1.1.9 **Participant** means a Shareholder some or all of whose Shares are participating in the DRP;
- 1.1.10 **Plan Shares** means the Shares comprised in a particular Holding which are designated (subject to these Rules) by a Participant as Shares the dividend on which is to be applied in subscribing for or acquiring shares under the DRP;
- 1.1.11 **Price** means the price at which Shares will be issued or acquired under the DRP as calculated in accordance with Rule 5;
- 1.1.12 **Record Date** means the date nominated by the Board for the purpose of identifying the Shareholders who are entitled to receive a particular dividend;
- 1.1.13 **Rules** means the rules of the DRP as varied from time to time;
- 1.1.14 **Shares** means fully paid ordinary shares in the capital of the Company;
- 1.1.15 **Shareholder** means a registered holder of Shares.

1.2 Interpretation

Unless the contrary intention appears, in the Rules:

- 1.2.1 words importing the singular include the plural and vice versa;
- 1.2.2 words importing a gender include any gender;
- 1.2.3 the word “person” includes an incorporated body, partnership or other association of persons.

2. Participation in the DRP

- 2.1 Participation in the DRP is subject to these Rules, the ASX Listing Rules, the Constitution and all applicable law.
- 2.2 Participation is optional and open to each Shareholder unless excluded under these Rules.
- 2.3 The Board may in its absolute discretion determine that the right to participate in the DRP is not available to a Shareholder having a registered address or being resident in a country or place where, in the absence of a prospectus, disclosure document, registration statement or other prerequisite, the offer of a right of participation would or might be unlawful or where participation would or might be unlawful.
- 2.4 If, in the reasonable opinion of the Board, the issue of Shares under the DRP to, or the acquisition of Shares under the DRP by, a Participant or the holding of those Shares by a Participant may breach a provision of the Constitution, be contrary to the law of any country, may prejudice the effective operation of the DRP or is otherwise in the sole opinion of the Board undesirable or impractical, the Board may:
 - 2.4.1 decline to issue or transfer those Shares;
 - 2.4.2 reduce the issue or transfer of those Shares on a proportionate basis; or
 - 2.4.3 reduce or suspend the participation of that Participant in the DRP.

3. Application to participate

- 3.1 Application to participate in the DRP must be made on the Notice of Election. Upon receipt by the Company of a duly completed and executed Notice of Election, participation will, subject to these Rules, commence from the next Record Date for determining entitlements for dividends. All joint holders of Shares must sign a single Notice of Election for it to be valid. If a Shareholder has more than one Holding of Shares, a separate Notice of Election must be lodged with respect to each Holding.
- 3.2 By applying to participate in the DRP, a Participant acknowledges that:
 - 3.2.1 the Company may determine that the Participant's Notice of Election is valid even if the Notice of Election is incomplete, contains errors or is otherwise defective; and
 - 3.2.2 neither the Board nor the Company has provided any investment advice or financial product advice and neither has any obligation to provide such advice concerning the Participant's decision to apply to participate in the DRP.

4. Degree of participation

- 4.1 Participation in the DRP may be either full or partial. Subject to Rule 4.4, a Shareholder must specify in the Notice of Election the extent to which the Shareholder wishes to participate in the DRP.
- 4.2 Under full participation, all Shares registered from time to time in the Participant's name, including Shares issued pursuant to the DRP, will be subject to the DRP.
- 4.3 Under partial participation, only that number of Shares as specified in the Notice of Election by the Shareholder will be subject to the DRP. However, if at the relevant Record Date the number of Shares held by the Participant is less than the number of Shares specified in the Notice of Election, then the provisions of the DRP in respect of that dividend payment will apply to the number of Shares held. Where a Shareholder is a partial Participant, all Shares subsequently acquired by the Shareholder, whether under the DRP or otherwise, will only participate in the DRP to the extent that the Shareholder alters the participation level in accordance with Rule 10.
- 4.4 If a Notice of Election does not indicate the level of participation in the DRP, it will be deemed to be an application for full participation.
- 4.5 If a Notice of Election purports to nominate a Holding for both full participation and partial participation at the same time, the Notice of Election will be invalid and of no effect whatsoever.
- 4.6 The Board may at any time by written notice to Shareholders limit participation in the DRP by limiting the amount of dividend which may be re-invested under these Rules.

5. Operation of the DRP

- 5.1 Each dividend which is payable to a Participant in respect of Plan Shares and which is available for payment to the Participant will be applied by the Company on the Participant's behalf in acquiring or subscribing for additional Shares.
- 5.2 The Board in its absolute discretion will determine with respect to the operation of the DRP for any dividend whether to issue new shares or to cause the transfer of Shares to a Participant, or to apply a combination of both options, to satisfy the obligations of the Company under these Rules.
- 5.3 If the Board determines to cause the transfer of Shares to Participants, the Shares may be acquired in the market in such a manner as the Board considers appropriate.
- 5.4 The Company will establish and maintain a DRP account for each Participant. The Company will, in respect of each dividend payable to a Participant:
 - 5.4.1 determine the amount of the dividend payable in respect of the Plan Shares;
 - 5.4.2 determine the withholding payments (if any) deductible by the Company in respect of the dividend payable in respect of the Plan Shares, and any other sum the Company is entitled to retain in respect of the Plan Shares;
 - 5.4.3 credit the amount in Rule 5.4.1 and debit any amount in Rule 5.4.2 to the Participant's DRP account;
 - 5.4.4 determine the maximum whole number of additional Shares which may be acquired under the DRP at the Price by using the amount in the Participant's DRP account;
 - 5.4.5 on behalf and in the name of the Participant, subscribe for or cause the transfer of that number of additional Shares determined under Rule 5.4.4 and debit the Participant's DRP account with the total of the subscription price or the acquisition amount (as the case may be) for the additional Shares;
 - 5.4.6 issue the additional Shares to the Participant (if applicable) and add the number of Shares issued or acquired to the total number of Shares comprised in the relevant Holding; and
 - 5.4.7 retain in the Participant's DRP account, without interest, any cash balance remaining.
- 5.5 The Shares will be transferred or issued under the DRP at the Price which will be the arithmetic average (rounded to the nearest cent) of the daily volume weighted average market price of all Shares sold in the ordinary course of trading on the ASX automated trading system during the five trading days up to and including the Record Date in respect of the relevant dividend less a 2.5% discount or such other discount rate as may be determined by the Board from time to time.

- 5.6 The daily volume weighted average market price referred to above will be calculated by the Board, or another suitable person nominated by the Board, by reference to information the Board approves from time to time.
- 5.7 The determination of the Price by the Board or some other person nominated by the Board will be binding on all Participants.

6. Shares issued under the DRP

- 6.1 Shares issued under the DRP will be issued in accordance with the ASX Listing Rules and, from the date of issue, will rank equally in all respects with existing Shares.
- 6.2 Shares issued under the DRP will be issued on or as soon as practicable after, the relevant dividend payment date and will be registered on the same register as a majority of the relevant Participant's Holding of Shares is currently registered.
- 6.3 If a Participant holds Shares in certificated form, a share certificate will be issued for the total number of Shares issued or acquired under the DRP in respect of each dividend on those Shares. If a Participant holds Shares in uncertificated form, a statement showing the total number of Shares issued or acquired in respect of each dividend on those Shares will be issued. The certificate or statement will be forwarded to Participants as soon as practicable after issue or acquisition.

7. DRP Statements

On or as soon as practicable after each dividend payment date, the Company will send to each Participant a statement setting out:

- 7.1 the number of the Participant's Plan Shares as at the relevant Record Date;
- 7.2 the amount of dividend payable to the Participant (less any amounts referred to in Rule 5.4.2) in respect of the Participant's Plan Shares;
- 7.3 the amount in the Participant's DRP account immediately prior to the payment of the relevant dividend;
- 7.4 the number of Shares transferred or issued to the Participant under the DRP, the Price of those Shares and the issue/transfer date of those Shares;
- 7.5 the cash balance (if any) retained in the Participant's DRP account after deduction of the amount payable for the additional Shares; and
- 7.6 the number of Shares comprised in the Holding after transfer or issue.

8. Quotation on ASX

The Company will apply for Shares issued under the DRP to be listed for quotation on the official list of the ASX as soon as practicable after the date of issue.

9. Costs to Participants

No brokerage, commission or other transaction costs will be payable by Participants in respect of Shares transferred or issued to Participants under the DRP and no stamp duty or other duties will be payable by Participants in respect of Shares transferred or issued under the DRP.

10. Variation or termination of participation

10.1 Subject to Rule 13, a Participant may at any time give a Notice of Variation to the Company:

10.1.1 to increase or decrease the number of the Participant's Shares participating in the DRP;

10.1.2 to terminate the Participant's participation in the DRP.

The alteration or termination takes effect from the next Record Date.

10.2 If a Participant increases the level of participation in the DRP to full participation, all of the Participant's Shares as at the date of the Notice of Variation and all Shares subsequently acquired by the Participant (including Shares transferred or issued under the DRP) will participate in the DRP.

10.3 If a Participant varies the level of participation in the DRP to below full participation, only that number of Shares specified in the Notice of Variation will participate in the DRP and no shares subsequently acquired by the Participant (including Shares transferred or issued under the DRP) will participate in the DRP.

10.4 If a Participant dies, participation in the DRP will be terminated upon receipt by the Company of written notice of the death. If a Participant is declared bankrupt or is wound up, participation in the DRP will be terminated upon receipt by the Company of a notification of bankruptcy or winding up from the Participant or the Participant's trustee in bankruptcy or liquidator, as the case may be. The death, bankruptcy or winding up of one or more joint holders will not automatically terminate participation.

10.5 Upon termination of participation for whatever reason, the Company will forward, unless otherwise directed, to the Participant or the Participant's legal representative:

10.5.1 a statement of the Participant's DRP account made to the date of termination; and

10.5.2 the cash balance (if any) shown in the Participant's DRP account as at the date of termination.

11. Reduction or termination of participation where no notice is given

- 11.1 Where all of a Participant's Shares are subject to the DRP and the Participant disposes of some of those Shares then, unless the Participant advises the Company otherwise, the remaining Shares held by the Participant will continue to participate in the DRP.
- 11.2 Where some of a Participant's Shares are subject to the DRP and the Participant disposes of part of that Holding, then unless the Participant advises the Company otherwise, the Shares disposed of will, to the extent possible, be deemed to be Shares other than Plan Shares. If the number of Shares disposed of exceeds the number of the Participant's Shares which are not Plan Shares, the disposal will be deemed to include all of the Participant's shares which are not Plan Shares, and the balance (if any) of the Shares disposed of will be attributed to Plan Shares.
- 11.3 Where a Participant disposes of all Shares without giving the Company a Notice of Variation, the Participant will be deemed to have terminated participation in the DRP on the last date on which the Company registered a transfer or instrument of disposal of the Participant's Holding.

12. Variation, suspension and termination of the DRP

- 12.1 The DRP may be varied, suspended or terminated by the Board at any time. The variation, suspension or termination will take effect upon the date specified by the Board.
- 12.2 The Board may give notice of any such variation, suspension or termination as it considers appropriate. A variation, suspension or termination of the DRP will not be invalidated by an accidental omission to give notice of the variation, suspension or termination to a Shareholder or the non-receipt of any notice by any Shareholder and any such variation, suspension or termination will not give rise to any liability on the part of, or right or action against, the Board or the Company.
- 12.3 Any suspension of the DRP will continue until such time as the Board resolves either to recommence or terminate the DRP. If the DRP is recommenced then election as to participation in respect of the previously suspended DRP will be valid and have full force and effect in accordance with these Rules for the purposes of the recommenced DRP.
- 12.4 In the event of termination of the DRP, the Company will forward to each Participant a statement of the Participant's DRP account as at the date of termination, and the cash balance (if any) shown in the Participant's DRP account at that date.
- 12.5 Notice given by the Board or the Company under this Rule may be provided in any manner which the Board considers appropriate including, but not limited to, public announcement, notice on the Company's website, announcement to the ASX or mailed written notices.

13. Application and notices

- 13.1 Applications and notices to the Company must be in writing and in such form prescribed by the Board from time to time (or in such other form as the Board may accept).
- 13.2 Applications and notices will be effective upon receipt by the Company subject to:
 - 13.2.1 these Rules;
 - 13.2.2 in the case of applications to participate, acceptance by the Company; and
 - 13.2.3 receipt by the Company before the relevant Record Date for determining entitlements to dividends.

Applications or notices received on or after the relevant Record Date will not be effective in respect of that dividend payment but will be effective from the next relevant Record Date.

14. General

- 14.1 The DRP will commence on a date determined by the Board.
- 14.2 Any dividend payable on Shares which a Participant has nominated as participating in the DRP and which dividend the Company is entitled to retain as a result of a charge in favour of the Company in accordance with the Constitution of the Company or other requirement of law will not be available for the purpose of participating in the DRP.
- 14.3 These Rules will be binding upon each person who is or becomes a Shareholder.
- 14.4 Subject to the Constitution of the Company, the Board may implement the DRP in any manner as the Board thinks fit, and may settle any difficulty which may arise either generally or in a particular case in connection with the DRP as the Board thinks fit. Without prejudice to the general powers of the Board under the Constitution and these Rules, the Board may settle in the manner as the Board thinks fit any difficulty, anomaly or dispute which may arise in connection with, or by reason of, the operation of the DRP, whether generally or in relation to any Shareholder or Holding or any Share or Shares and the determination of the Board will be conclusive and binding on all Shareholders and other persons to whom the determination relates.
- 14.5 Neither the Company nor any officer of the Company will be liable or responsible to any Participant for any loss or alleged loss or disadvantage suffered or incurred by a Participant as a result, directly or indirectly, of the establishment or operation of the DRP or participation in the DRP or in relation to any advice given with respect to participation in the DRP.

- 14.6 The Board may delegate to any one or more persons, for such period and on such conditions as it may determine, the exercise of any of its powers or discretion arising under the DRP.
- 14.7 The DRP, its operation and these Rules will be governed by and construed in accordance with the laws of the state of South Australia.

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