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Dividend Reinvestment Plan Terms & Conditions

Atlas Group Holdings Ltd

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1 The Dividend Reinvestment Plan

The following terms and conditions apply to the Dividend Reinvestment Plan (**DRP**) of Atlas Group Holdings Limited (**Company**).

2 Definitions and Interpretation

2.1 Definitions

In these Rules:

Directors means the Directors of the Company for the time being;

DRP Dividend Payment Account means an account kept by the Company in accordance with Rule 7.4 and into which the Company is obliged to pay the dividends on Participating Shares;

DRP Shares means Shares issued to a Member pursuant to the **DRP**;

Eligible Share means a Share (or any share in such other class of shares the Directors may declare to be Eligible Shares), excluding any shares in respect of which the issue price is not fully paid;

Member means a person holding an Eligible Share;

Non-participant means a Member who is not a Participant;

Non-participating Share means an Eligible Share which is not subject to the **DRP**;

Notice of Election means a notice in such form as the Directors may determine by which a Member makes an election as to the extent of that Member's participation in the **DRP**;

Participant means a Member who has elected to participate in the **DRP** in accordance with these terms and conditions;

Participating Shareholding Account means an entry made in the Register of Members in respect of a Shareholding Account of a Member recording separately the number of shares which are Participating Shares;

Participating Share means an Eligible Share which is to participate in the **DRP** pursuant to a valid election by the relevant Member;

record date means the date and time, as determined by the Directors, at which a person holds or is taken to hold Shares for the purposes of determining dividend entitlements;

Register of Members means a register of members of the Company and includes that part of the Register of Members that records uncertificated holdings of shares and is administered by the Securities Clearing House on behalf of the Company (**CHESS Sub-register**) and that part of the Register of Members that records certificated and/or uncertificated holdings of shares and is administered by or on behalf of the Company (**Issuer Sponsored Sub-register**) (collectively the **Sub-registers**);

Reinvestment Limit means the maximum amount (if any) of dividend in respect of Shares recorded in each Shareholding Account which may be reinvested under the DRP at each dividend payment date, as determined by the Directors;

Securities Clearing House means the ASX Settlement and Transfer Corporation Pty Ltd ABN 49 008 504 532;

Share Registry means ASX Perpetual Registrars Ltd of Level 4, 333 Collins Street, Melbourne, VIC 3000;

Shareholding Account means an entry made in the Register of Members in respect of a Member recording the holding of Shares of that Member;

Shares means ordinary shares of the Company; and

terms and conditions means the terms and conditions of the DRP as varied from time to time.

2.2 Interpretation

In these Rules, headings are only for convenience and do not affect interpretation and, unless the context requires otherwise:

- (a) the singular number includes the plural and the other way around;
- (b) words of one gender include the other genders;
- (c) a reference to any legislation includes any amendment to that legislation, any consolidation or replacement of it, and any subordinate legislation made under it;
- (d) a reference to a provision in any legislation includes a reference to a provision in any amendment, consolidation or replacement of that legislation which, in the opinion of the Board, corresponds with the first mentioned provision;
- (e) an expression defined in section 9 of the *Corporations Act* has the same meaning as in that section;
- (f) if any provision in these Rules is invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions is not affected or impaired; and
- (g) if the day on or by which something must be done is not a business day in the place where it must be done, it may be done on the next business day.

3 Period of operation

- 3.1 The DRP will be established at the time it is approved by the Directors and will be activated and commence operation at the time the Directors resolve that this will occur.
- 3.2 The DRP will continue to operate in respect of each Member who elects to participate in the DRP, unless a notice of variation or termination is given to the Company by that Member under Rule 5.

4 Participation

- 4.1 The Company will, if the Directors resolve to do so, despatch a Notice of Election to each Member who is eligible to participate in the DRP.
- 4.2 Participation in the DRP is optional for each Member and is not transferable.
- 4.3 The Directors may determine that a Member is not entitled to participate in the DRP, whether or not that Member has received from the Company an invitation to participate or has completed a Notice of Election, if the Member is subject to the laws of, or the Member's registered address is in, a country or place where (in the absence of a registration statement or other prerequisite) the offer of a right of election under the DRP would or might in the opinion of the Directors be unlawful.
- 4.4 It is the responsibility of each Member to obtain any necessary approvals required to enable that Member to participate in the DRP.
- 4.5 Upon receipt by the Company of a duly completed and executed Notice of Election, participation in the DRP will commence for the relevant Member from the next record date for determining entitlements for dividends.
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5 Election

- 5.1 Upon receipt of an invitation to participate in the DRP and a Notice of Election in accordance with Rule 4.1, a Member may elect to nominate that Member's Shareholding Account for either:
- (a) maximum participation; or
 - (b) partial participation,
- in the DRP by delivering to the Company a duly completed and executed Notice of Election.
- 5.2 A separate Notice of Election must be delivered to the Company in relation to each Shareholding Account which a Member wishes to nominate for participation in accordance with Rule 5.1.
- 5.3 If a Notice of Election specifies maximum participation, all Eligible Shares held by the Member, including those subsequently acquired by the Member in respect of the relevant Shareholding Account (whether under the DRP or otherwise) will be Participating Shares.
- 5.4 If a Notice of Election specifies partial participation, only that number of Eligible Shares specified in the Notice of Election will be Participating Shares irrespective of subsequent acquisitions by the Member. Dividends paid on Non-participating Shares will be paid in cash to the Member in accordance with the constitution of the Company.
- 5.5 If a Notice of Election specifies a number of shares which is greater than the total number of Eligible Shares in the relevant Shareholding Account on the record date, the Member will be deemed to have elected maximum participation in respect of that dividend.
- 5.6 If a Notice of Election:

- (a) purports to nominate a Shareholding Account for both maximum participation and partial participation at the same time; or
- (b) does not indicate the degree of participation (including merely placing a tick where a specific number of shares is required),

the relevant Member will be deemed to have elected maximum participation.

- 5.7 The Company will not be liable to any Member for any loss, damage or claim in respect of that Member's participation as a result of the operation of Rules 5.5 or 5.6.
- 5.8 A Member may vary an election previously made by delivering to the Company a statement or notice in writing indicating the variation.
- 5.9 A valid Notice of Election or notice terminating or varying the level of participation in the DRP has effect as and from the date upon which it is received by the Company and will only be effective in respect of a particular dividend if received before the record date for the purposes of the payment of that dividend.

6 Notice of Election

6.1 Subject to Rule 6.2(a), a Notice of Election is not valid unless it:

- (a) is given in such form as is approved by the Directors from time to time;
- (b) contains sufficient details to enable the Shareholding Account to which the Notice of Election relates to be clearly identified;
- (c) complies with, and contains all the particulars required by, the form of Notice of Election; and
- (d) is signed by or on behalf of the relevant Member in such manner as the Notice of Election may specify.

A Member will provide sufficient details of a Shareholding Account by specifying his or her Shareholder Reference Number for shares held on a Issuer Sponsored Sub-register or Holder Identification Number for shares held on the CHESSE Sub-register.

6.2 The Directors have an absolute discretion:

- (a) to accept and treat as valid a Notice of Election which does not satisfy the provisions of Rule 6.1; and
- (b) to reject and treat as invalid a Notice of Election where the Directors have determined that acceptance of the Notice of Election would or might prejudice the effective operation of the DRP or would or might otherwise be contrary to the laws of any country. The Directors may require any Member to satisfy them as to non-contravention of any such laws as the Directors require.

6.3 The Company will be under no obligation to correct or amend defective Notices of Election on behalf of Members.

7 Entitlement

- 7.1 In addition to the Shareholding Account referable to a Member, the Company will keep a Participating Shareholding Account in respect of the Participating Shares of the Member.
- 7.2 Subject to Rules 7.3 and 7.7, each dividend payable on a Participating Share will, upon payment, be applied by the Company on the relevant Member's behalf in subscribing for DRP Shares in accordance with these terms and conditions.
- 7.3 A dividend payable in respect of a Participating Shareholding Account is not available for reinvestment under the DRP to the extent that:
- it exceeds the Reinvestment Limit (if any); or
 - the Company is entitled to and does retain or otherwise deals with the dividend in accordance with its Constitution or any legal requirements (including withholding tax).

Any amount of dividend in excess of the Reinvestment Limit (if any) will be paid in cash to the Member in accordance with the constitution of the Company.

- 7.4 Each Participant authorises the Company to pay the amount of that Participant's dividend which is to be reinvested under the DRP into the DRP Dividend Payment Account and to hold it in trust for that Participant subject to these terms and conditions. Payment into the DRP Dividend Payment Account constitutes payment of that part of the dividend.
- 7.5 Immediately following payment by the Company into the DRP Dividend Payment Account, the Company will apply the amount in the DRP Dividend Payment Account referable to each Participating Shareholding Account by paying that amount as subscription money for the DRP Shares on behalf of the Participant. The number of shares to be issued will be equal to, or in the case of fractions will round down to the next whole number below, the quotient of:

$$D \div P$$

where

"D" is the amount in the DRP Dividend Payment Account referable to the Participating Shareholding Account; and

"P" is the weighted average market price of all fully paid Shares in the Company sold (excluding overseas trades, special sales and the exercise of any put or call options) on the Australian Stock Exchange Limited on the record date and the four business days immediately after that date, less such discount (if any) up to a maximum discount of 5% as determined by the Directors from time to time (adjusted in such manner as the Directors consider appropriate to preserve equity between Participants and Non-participants), expressed in cents. If no Shares in the Company are sold in that period, "P" will be the price (in cents) determined by the Directors in their absolute discretion as representing the fair market value of Shares in the Company.

- 7.6 In the event that rounding down is required under clause 7.5 to ensure that a whole number of Shares is issued to a Participant, the amount remaining in the DRP

Dividend Payment Account referable to that Participant's Participating Shareholding Account will be carried forward and added to that Participant's next dividend entitlement.

- 7.7 If a Participating Share becomes a Non-participating Share or a Participant ceases to participate in the DRP in accordance with these Rules, the balance in the DRP Dividend Payment Account referable to the relevant Shares or Participant (as appropriate) will be donated to a registered charity nominated by the Directors on behalf of the relevant Participant and a receipt given to the Participant for that amount.
- 7.8 No interest will accrue on any balance in the DRP Dividend Payment Account.
- 7.9 The subscription price per DRP Share paid by the Participant will be:
- $$D \div S$$
- where:
- "D" has the meaning attributed to it in clause 7.5; and
- "S" is the number of DRP Shares to be issued pursuant to clause 7.5.

8 Issues under the DRP

- 8.1 All DRP Shares will:
- be issued on the date that the amount in the DRP Dividend Payment Account is applied in accordance with Rule 7.5;
 - be fully paid Shares;
 - rank equally in all respects with all other fully paid Shares from the date of issue; and
 - be registered in the Register of Members. If the Participating Shares held by the Participant are registered on one Sub-register, the DRP Shares will be registered on that Sub-register. If the Participating Shares held by the Participant are registered on more than one Sub-register, the DRP Shares will be registered on those Sub-registers, pro rata as to the proportion of Participating Shares registered respectively upon each of those Sub-registers.
- 8.2 Shareholding statements for the DRP Shares issued will be issued in respect of each Participating Shareholding Account of a Participant.
- 8.3 At the time of despatch of each dividend payment advice, a statement will be sent to each Participant in respect of each Participating Shareholding Account detailing:
- the dividend in cents per Participating Share;
 - the number of Participating Shares held by the Participant at the record date for payment of the dividend;
 - the number of DRP Shares issued to the Participant and the cost of each DRP Share;
 - the amount of withholding tax (if any) applicable to the dividend;

- (e) the extent to which the dividend is franked and the amount of the franking credit (if any);
- (f) the record date for the purposes of the payment by the Company of the relevant dividend; and
- (g) such other information as the Directors may determine.

9 Stock exchange listing

Application will be made by the Company as soon as practicable after issue for DRP Shares to be listed for quotation on the official list of each stock exchange on which the Shares in the Company are quoted on the date of issue.

10 Costs of Participants

Unless otherwise required by law, any brokerage, commission, stamp duty and other transaction costs are not payable by Participants in respect of the DRP.

11 Events affecting participation

11.1 Where a Participant disposes of part of the Participant's Eligible Shares and does not notify the Company otherwise, the shares disposed of will be deemed to be Non-participating Shares. If the Participant has specified partial participation and the Shares remaining are: less than the number specified for participation, the Participant will be treated as having elected for maximum participation until such time as the Participant's holding exceeds the number of shares previously specified for partial participation.

11.2 Where a Participant disposes of all the Participant's Eligible Shares and does not notify the Company otherwise, the Participant's participation in the DRP will be deemed to have terminated on the last date on which the Company registered a transfer or instrument of disposal of the Participant's Eligible Shares.

If the Company is notified of the death or bankruptcy of a Participant, participation in the DRP by that Participant will cease unless the personal representative or executor of the estate of the Member or trustee in bankruptcy (as the case may be) otherwise notifies the Company, or the deceased or bankrupt Participant held the relevant shares jointly with other persons who remain eligible to participate.

12 Suspension, variation or termination

12.1 The Directors may suspend or terminate the DRP at any time at the Directors' absolute discretion, including when the Directors consider that the continued operation of the DRP would or might be:

- (a) prejudicial to the Company; or

- (b) inequitable between Members (whether in relation to the payment of dividends or otherwise); or
 - (c) otherwise impractical.
- 12.2 A suspension or termination of the DRP will take effect from such date as the Directors determine and will continue until such time as the Directors resolve either to recommence or to terminate the DRP. If the DRP is recommenced, elections as to participation in respect of the previously suspended DRP will be valid and will have full force and effect in accordance with these terms and conditions for the purposes of the recommenced DRP.
- 12.3 These terms and conditions may be varied by resolution of the Directors at any time and from time to time at the Directors' absolute discretion. In the event of a variation, each existing Participant will continue to participate under the varied DRP unless he or she notifies the Company to the contrary.
- 12.4 Notice of any variation, suspension, or termination of the DRP by the Directors will be given by the Company to the Participant in such form and in such manner as the Directors in their absolute discretion determine, and may be given by advertisement published in any newspaper circulating generally in Australia.
- 12.5 The accidental omission by the Company to give notice of variation, suspension, or termination to any Participant or the non-receipt of any notice by any Participant will not invalidate the variation, suspension or termination of the DRP.

13 Taxation

The Company takes no responsibility for the taxation liabilities of Participants. As individual circumstances and applicable laws may vary considerably, specific taxation advice should be obtained by the Participant, if required.

14 Administration of DRP

- 14.1 These Rules will bind each person who is or who becomes a Member of the Company.
- 14.2 The DRP will be administered by the Directors, who have the power to:
- (a) determine appropriate procedures for administration and implementation of the DRP consistent with the terms and conditions of the DRP;
 - (b) settle any difficulty which may arise generally or in a particular case in regard to the DRP by making determinations which will bind all Members and other persons to whom the determination relates;
 - (c) resolve conclusively all questions of fact or interpretation in connection with the DRP; and
 - (d) delegate to any one or more persons, for such period and on such conditions as they may determine, the exercise of their powers or discretions arising under the DRP but not including any powers under Rule 12.

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- 14.3 The Company and its officers and employees may not be held responsible or liable for any error or omission which occurs in the administration of the DRP. Neither the Company nor any of its officers or employees 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 in respect of participation in the DRP.
- 14.4 Without limiting the ways in which notice may be given, a notice may be given to the Company by lodgement with the Share Registry.
- 14.5 The DRP will be governed by the laws of the State of Victoria.