

10 November 2014

The Manager
ASX Market Announcements
Australian Securities Exchange Limited
20 Bridge Street
SYDNEY NSW 2000

Dear Sir/Madam

**MANTRA GROUP LIMITED - ASX CODE: MTR
INTRODUCTION OF A DIVIDEND REINVESTMENT PLAN**

The Directors of Mantra Group Limited (**Mantra / the Company**) have introduced a Dividend Reinvestment Plan (**DRP**).

Under the **DRP** and subject to the **DRP** Terms and Conditions attached to this notice, eligible Shareholders may elect for all or part of any future dividends payable by Mantra to be reinvested into new shares in Mantra. Shares issued or transferred to Participating Shareholders under the **DRP** will be free of brokerage and other transaction costs and will be issued or transferred as soon as practical following the payment of any future dividends by the Company to its Shareholders.

Any eligible Shareholder who wishes to participate in the **DRP** will be required to lodge an election form in the form attached to this notice (**DRP** Form) with the Company's share registry prior to the Record Date of any relevant dividend. The Record Date will be announced to the ASX at the time a relevant dividend is declared. Participation in the **DRP** will apply for all future dividends declared by the Company unless notice is given of suspension or termination of the **DRP**.

Pursuant to Listing Rule 3.10.8, a copy of the Terms and Conditions of the **DRP** are attached.

Pursuant to Listing Rule 3.17.1, also attached are the following documents which will be sent to the Company's Shareholders:

- Letter to Shareholders regarding the implementation of the **DRP**;
- A summary of the Terms and Conditions of the **DRP**; and
- A **DRP** Form.

Yours faithfully



Fiona van Wyk
Company Secretary
Mantra Group Limited



Mantra Group Limited
ABN 69 137 639 395
(ASX Code: MTR)

Dividend Reinvestment Plan **(DRP)**

Terms and Conditions



MANTRA GROUP LIMITED
ABN 69 137 639 395
(ASX Code: MTR)
DIVIDEND REINVESTMENT PLAN
TERMS & CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these Terms:

'ASX' means ASX Limited (ABN 98 008 624 691) or the Australian Securities Exchange, where the context requires;

'ASX Operating Rules' means the market rules applicable to trading on ASX;

'ASX Settlement Operating Rules' means the settlement rules applicable to trading on the ASX;

'Constitution' means the constitution of Mantra as amended from time to time;

'Directors' means the board of Directors of Mantra from time to time;

'DRP' means the Mantra Dividend Reinvestment Plan conducted on these Terms;

'Excluded Trades' means all off-market trades, including but not limited to, transactions defined in the ASX Operating Rules as special crossings, crossings prior to the commencement of the open session state, portfolio special crossings, equity combinations, crossings during overnight trading, overseas activity, trades pursuant to the exercise of options over Shares and any other trades that the Directors determine should be excluded on the basis that the trades are not fairly reflective of supply and demand;

'Listing Rules' means the Official Listing Rules of ASX, as amended by any applicable waivers;

'Mantra' means Mantra Group Limited (ACN 137 639 395);

'Market Price' means, in relation to a dividend, 100% or such other amount that the Directors may determine from time to time of:

- a. the volume weighted average price per Share of all Shares traded on the ASX during the Price Determination Period in relation to the Record Date for that dividend (excluding Excluded Trades); or
- b. if no Shares are traded during the Price Determination Period, the last sale price (that is not in respect of an Excluded Trade) recorded on the ASX prior to commencement of the Price Determination Period;

'Participant' means a Shareholder participating in the DRP in respect to a holding under a Shareholder Number;

'Participating Shares' means the number of a Participant's Shares that are participating in the DRP as at the Record Date calculated in accordance with clause 4;

'Price Determination Period' means, in relation to a dividend, the period commencing on the first Trading Day after the Record Date (Commencement Date) for that dividend and ending:

- a. if not otherwise determined by the Directors, five Trading Days after the Commencement Date; or
- b. at such time as is determined by the Directors in their absolute and unfettered discretion;

'Record Date' means the date the Register is closed for determining entitlements to a dividend;

'Register' means the register of members maintained by Mantra (or by Mantra's duly appointed agent), including both the principal register and any branch registers or sub-registers;

'Shareholder' means a person registered in the Register as a holder of Shares;

'Shareholder Number' includes a holder identification number issued to a Shareholder under the ASX Settlement Operating Rules;

'Shares' means fully paid ordinary Shares in the capital of Mantra;

'Terms' means these terms and conditions of the DRP as amended from time to time in accordance with clause 13;

'Trading Days' means days on which ASX is open for trading;

'Withholdings' means withholding tax and any other amounts (including without limitation, amounts withheld as a result of a failure to provide a tax file number) which Mantra is required or permitted to withhold from a dividend payable on Participating Shares.

1.2 Interpretation

In these Terms, unless the context otherwise requires:

- a. the singular includes the plural and vice versa;
- b. headings are for convenience only and do not affect interpretation;
- c. an expression importing a natural person includes a firm, a body corporate, an unincorporated association and an authority;
- d. a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances of by-laws amending, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute; and
- e. a reference to a document includes an amendment or supplement to, or replacement or novation of, that document.

2. ELIGIBILITY

- 2.1 Subject to clause 2.3, any Shareholder with an address on the Register in Australia or New Zealand is eligible to participate in the DRP.
- 2.2 Shareholders who do not have an address on the Register in Australia or New Zealand may only participate in the DRP if the Directors in their absolute and unfettered discretion approve of the participation.

- 2.3** The Directors have the discretion to refuse to accept Shares for participation in the DRP and to suspend or withdraw Shares from participation without notice, if they consider in good faith it is in the best interests of the Company or that a Shareholder's participation would be impracticable, impossible or illegal.

3. PARTICIPATION IN THE DRP

- 3.1 Participation in the DRP is optional, non-transferable, and is subject to the Terms, all applicable laws, the Listing Rules and the Constitution.
- 3.2 If a Shareholder wishes to participate in the DRP, or vary the Shareholder's participation in ways permitted by these Terms, the Shareholder must complete an application form prescribed by the Directors from time-to-time for that purpose.
- 3.3 Participation in the DRP will, subject to these Terms, commence with the first dividend paid after receipt by the Company of a duly completed and executed application form. The application form must be received before 5:00pm (Sydney time) on the first business day after the Record Date to participate in the dividend relating to that Record Date.

4. LEVEL OF PARTICIPATION

- 4.1 A Shareholder may specify in the form completed under clause 3.2 the number (or percentage, if so permitted by the Directors) of Shares which the Shareholder wishes to participate in the DRP.
- 4.2 If an application to participate or to vary participation is received which does not specify the number (or percentage, if applicable) of Shares that the Participant wishes to participate in the DRP, then the application will be deemed to specify all of the Participant's Shares from time to time.
- 4.3 If an application to participate or to vary participation is received that specifies a number of Shares that the Participant wishes to participate in the DRP that is greater than the number of Shares held under the Participant's Shareholder Number, then the application will be deemed to specify all of the Shares under that Shareholder Number from time to time, until such time as that Participant holds more than the number of Shares specified in their application form, from which time only the specified number of Shares will be Participating Shares.
- 4.4 Participating Shares will participate in the DRP and dividends paid on those Participating Shares will be reinvested in new Shares in accordance with these Terms.
- 4.5 Shares which are sold or otherwise transferred to a new Shareholder Number will cease to participate in the DRP on registration of the transfer by or on behalf of Mantra.

5. OPERATION

- 5.1 The DRP and these Rules will commence operation on such date as the Directors in their sole discretion determine, and will remain in operation unless varied, terminated or suspended by the Directors in accordance with clause 13.
- 5.2 Subject to this clause 5, each dividend (net of Withholdings, if any) payable to a Participant in respect of Participating Shares together with any balance under clause 5.6 will be applied by Mantra to subscribe for Shares, at the Market Price, on the Participant's behalf.
- 5.3 The number of Shares subscribed for by each Participant is the total amount of the dividend payable on the Participant's Participating Shares divided by the Market Price referable to the relevant dividend, and rounded down to the nearest whole number of Shares.

- 5.4 The DRP will not operate in relation to a dividend to the extent that the allotment or transfer of Shares under the DRP would breach any applicable law, the Listing Rules or any provision in the Constitution.
- 5.5 If and to the extent that the DRP does not operate, the relevant dividend on Participating Shares must instead be distributed (net of Withholdings, if any) to Participants in the same way as to Shareholders not participating in the DRP.
- 5.6 Mantra will retain for the Participant's benefit any balance remaining after the rounding down of the number of Shares subscribed for under clause 5.3, and such balance shall be applied to subscribe for Shares under clause 5.2 with the next dividend.
- 5.7 Subject to clause 5.8, if a Participant terminates the Participant's participation in the DRP, Mantra will remit to the Participant with the next dividend payment any balance retained under clause 5.6.
- 5.8 If the Participant does not hold Shares under the Shareholder Number to which the balance in clause 5.6 relates at the time of the Record Date for the next dividend, the cash balance will be paid to the Participant.

6. OBLIGATIONS RELATING TO ALLOTTED OR TRANSFERRED SHARES

Shares allotted (or acquired on behalf of, and transferred to, Participants, as applicable) under the DRP:

- a. must be allotted (or acquired and transferred, if applicable) on the date that the dividend is applied by Mantra under clause 5.2;
- b. must be allotted (or acquired and transferred, if applicable) in accordance with the Listing Rules and the Terms of the DRP;
- c. will rank equally with existing Shares and have attached to them the same rights and obligations as all other Shares; and
- d. where a Participant lodges separate applications under clause 11.3 in respect of parcels of Shares held by that Participant identified in the Register by a separate Shareholder Number, must be registered on the same Register as the Participant's Shares to which the application relates.

7. OPTION TO ISSUE NEW SHARES OR PURCHASE EXISTING SHARES

- 7.1 The Directors in their absolute discretion will determine, with respect to the operation of the DRP for any dividend, whether to issue new Shares or to cause the purchase and transfer of existing Shares, or to apply a combination of both options, to satisfy Mantra's obligations under these Terms.
- 7.2 If the Directors determine to cause the purchase of Shares and their transfer to Participants, the Shares may be acquired as the Directors consider appropriate, subject to compliance with the Corporations Act 2001 (*Cth*) and the Listing Rules. Mantra, if it so chooses, may create a trust (of which Participants are the beneficiaries) to acquire the Shares and then transfer such Shares to the Participants.

8. STATEMENTS

After each allotment of Shares under the DRP, Mantra must send to each Participant a holding statement setting out full details of the allotment and any cash balances.

At the time Mantra sends advice about each dividend payment, it must also send to each Participant a statement setting out:

- a. the Record Date for the purposes of the payment of the Company of the relevant dividend;
- b. the number of Participating Shares in the DRP as at the last Record Date;
- c. the total amount of the dividend in cents paid per Participating Share;
- d. the number of Shares allotted or transferred to the Participant under the DRP and the cost of each of those Shares;
- e. the Market Price for the Shares allotted or transferred to the Participant under the DRP;
- f. the amount of Withholding applicable to the dividend;
- g. the extent to which the dividend is franked;
- h. the Participant's total holding of both Participating and Non-Participating Shares after the allotment or transfer (if applicable); and
- i. other information as the Directors determine.

9. CHANGES TO PARTICIPATION

A Participant may at any time, by notice in writing to Mantra in a form prescribed by the Directors, terminate the Participant's participation in the DRP, or (subject to these Terms) increase or decrease the number (or percentage, if applicable) of the Participating Shares. A notice given under this clause which is received after 5:00pm (Sydney time) on the first business day after the Record Date for a dividend is not effective for that dividend, but takes effect in respect of the next dividend.

10. SHARE TRANSFERS AND OTHER CHANGES IN SHAREHOLDING

Where a Shareholder holds Participating Shares and non-Participating Shares, and sells or transfers a Share, the non-Participating Shares will be deemed to be sold or transferred in priority to Participating Shares, except that where a Participant has nominated a percentage of Shares for participation, the applicable nominated percentage of Shares transferred are deemed to be Participating Shares. Where Participating Shares are transferred, they cease to be Participating Shares as soon as the relevant transfer is registered.

11. APPLICATIONS AND NOTICES

- 11.1 Any notice or application by a Shareholder provided for in the Terms must be in writing, addressed to Mantra and in the form prescribed (if any) for that purpose by the Directors.
- 11.2 By applying to participate in the DRP, the Shareholder agrees to be bound by these Terms and the Constitution in respect of all Shares allotted or transferred to the Shareholder under the DRP.

- 11.3 Separate notices or applications must be given in respect of each parcel of Shares identified in the Register by a separate Shareholder Number and a Shareholder is deemed for the purposes of the DRP to be a separate Shareholder in relation to each parcel of Shares identified by a separate Shareholder Number.
- 11.4 A notice required by these Terms to be given to Shareholders by Mantra may be given by:
- a. giving the notice to ASX for release to the market (in which case the notice is taken to be given on the date that it is released to the market); or
 - b. sending the notice to the registered postal address or nominated email address (if applicable) of the Shareholders (in which case the notice is taken to be given on the date determined in accordance with the Constitution); or
 - c. both methods (in which case the notice is taken to be given on the date that it is released to the market).
- 11.5 The failure to give a notice of modification, suspension or termination of the DRP or Terms of the DRP, or the non-receipt of any notice by any Shareholder, does not invalidate the variation, suspension or termination of the DRP or the Terms of the DRP (as the case may be).

12. ASX LISTING

Pursuant to the Listing Rules, Mantra will apply for quotation on the ASX of all Shares allotted under the DRP.

13. MODIFICATION, SUSPENSION AND TERMINATION

- 13.1 The Directors may, in their absolute and unfettered discretion, modify the Terms, or suspend or terminate the DRP at any time by giving written notice to Participants.
- 13.2 Subject to clause 9, each Shareholder who was a Participant immediately prior to the suspension of the DRP is taken to continue to participate in the DRP when it recommences.
- 13.3 Subject to clause 9, in the event that the Terms are modified by the Directors, each Participant is taken to continue to participate in the DRP as varied.

14. COSTS

No brokerage, commission or other transaction costs are payable by the Participants in respect of an allotment or transfer of Shares under the DRP. Any brokerage, commission and other transaction costs in respect of any subsequent disposal of Shares acquired under the DRP by a Participant will be payable by that Participant.

15. DELEGATION

The Directors may delegate their obligations under these Terms to the Chief Executive Officer of Mantra (from time to time).

16. DISPUTES

Any disputes or disagreements arising under or in relation to the DRP or the Terms may be settled by the Directors as they deem appropriate and any determination made by the Directors will be final and binding.

17. TAXATION

Mantra takes no responsibility for the taxation liabilities of any Participant. A Participant should obtain their own independent taxation advice, if required.

18. GOVERNING LAW

The Terms will be governed by and construed in accordance with the laws of Queensland.

10 November 2014

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Surfers Paradise QLD 4217
PO Box 8016 Gold Coast MC QLD 9726
www.mantragroup.com.au
Mantra Group Limited
ACN 137 639 395

Dear Shareholder,

**MANTRA GROUP LIMITED - ASX CODE: MTR
INTRODUCTION OF A DIVIDEND REINVESTMENT PLAN**

The Directors of Mantra Group Limited (**Mantra / the Company**) recently announced the introduction of a Dividend Reinvestment Plan (**DRP**).

Under the **DRP** and subject to the **DRP** Terms and Conditions, eligible Shareholders may elect for all or part of any future dividends payable by Mantra to be reinvested into new shares in Mantra. Shares issued or transferred to Participating Shareholders under the **DRP** will be free of brokerage and other transaction costs and will be issued or transferred as soon as practical following the payment of any future dividends by the Company to its Shareholders.

Subject to the **DRP**'s Terms and Conditions, all shareholders with a registered address in Australia or New Zealand are eligible to participate in the **DRP**.


Any eligible Shareholder who wishes to participate in the **DRP** will be required to lodge an election form in the form attached (**DRP** Form) with the Company's share registry prior to the Record Date of any relevant dividend. The Record Date will be announced to the ASX at the time a relevant dividend is declared. Participation in the **DRP** will apply for all future dividends declared by the Company unless notice is given of suspension or termination of the **DRP**.

The following documents are enclosed:

- A summary of the Terms and Conditions of the **DRP** including questions and answers;
- A **DRP** election form; and
- A reply paid envelope.

Interested Shareholders are strongly encouraged to read the full Terms and Conditions of the **DRP** before electing to participate. A copy of these Terms and Conditions are available on the Company's website at www.mantragroup.com.au/investors. If you have any questions please contact the Company's Share Registry by emailing registrars@linkmarketservices.com.au or on +61 1300 554 474.

Yours faithfully



Fiona van Wyk
Company Secretary
Mantra Group Limited



Mantra Group Limited
ABN 69 137 639 395
(ASX Code: MTR)

Dividend Reinvestment Plan **(DRP)**

DRP Summary
Q&A



SUMMARY OF DIVIDEND REINVESTMENT PLAN

(Expressions and terms used in this Summary shall have the same meaning as defined in the Terms and Conditions of the Dividend Reinvestment Plan)

Dividend Reinvestment Plan

Under the Mantra Group Limited (**Mantra**) Dividend Reinvestment Plan (**DRP**), you may elect to have the dividends paid on some or all of your Mantra Shares automatically reinvested in additional Mantra Shares.

Further details of the DRP, in addition to this Summary and Questions and Answers, are contained in the accompanying Terms and Conditions.

Right to Participate

All Shareholders with an Australian or New Zealand address on the Mantra register of members are eligible to participate in the DRP, subject to the final discretion of the Directors.

Shareholders who do not have an address in Australia or New Zealand may only participate in the DRP if the Directors in their absolute and unfettered discretion approve of the participation.

Full or Partial Participation

Shareholders may elect in their Dividend Reinvestment Plan Application or Variation Form (**DRP Form**) to participate in the DRP as follows:

- a. full participation in the DRP; or
- b. partial participation in the DRP.

If you elect to participate fully in the DRP, then all Shares held by you at the relevant Record Date¹ for all dividends will be treated as participating in the DRP.

If you choose partial participation, only the specific number of Shares nominated will participate in the DRP. Dividends will be paid in the normal way for Shares not participating in the DRP. Any Shares allotted or transferred to you under the DRP will not participate in the DRP unless the number of Shares you hold is less than the specific number of Shares you have nominated to participate in the DRP.

Market Price

Shares are allotted or transferred at the volume weighted average price of all Mantra Shares traded on the Australian Securities Exchange during the period of five trading days commencing on the first trading day after the Record Date for the relevant dividend, less any applicable discount, if any, as may be determined by the Directors. If, in the opinion of the Directors, the Market Price, as calculated above, is not considered to represent the fair market value of Shares, the Directors may determine the Market Price in their absolute discretion.

Number of Shares to be Allotted or Transferred

The number of new Shares to be allotted or transferred to each Participant depends on the value of the dividend declared. The exact number of new Shares will be the value of the dividend entitlement (net of any Withholdings, as defined in the Terms and Conditions, if any) divided by the Market Price, rounded down to the nearest whole number of Shares.

¹ The Record Date is the date, selected by the Directors, when the register of members is closed for determining the Shareholders of the Company and entitlement to receive dividends.

Residual Balance after Shares are Allocated or Transferred

Any balance remaining after the rounding down will be retained for you and used to subscribe for Shares under the DRP with the next dividend.

If you cease to participate in the DRP before the Record Date but continue to hold Shares under your participating Shareholder registration number at the Record Date for the next dividend, the balance will be remitted to you with the next dividend.

If you cease to hold Shares under your participating Shareholder registration number before the Record Date for the next dividend, the balance will be credited to your nominated bank account or paid to you in any other manner determined by the Directors (any such payment will be made on the terms determined by the Directors).

DRP Statements

Mantra will send Participants a statement for each dividend payment providing full details of Shares allotted or transferred to the Participant under the DRP.

Modification of the DRP

The DRP may be modified, suspended or terminated by the Directors at any time. Any such changes will be notified to the ASX.

Taxation

For tax purposes, dividends reinvested under the DRP are usually assessable for income tax in the same way as cash dividends in both Australia and New Zealand.

Mantra takes no responsibility for any taxation liability of Participants. Shareholders should seek their own independent tax advice in relation to the DRP.

For more information or to receive DRP forms contact the Mantra Share Registry on the details below:

Link Market Services Limited
Locked Bag A14
Sydney South NSW 1235

Enquiries: +61 1300 554 474
Email: registrars@linkmarketservices.com.au
Facsimile: 02 9287 0303

QUESTIONS AND ANSWERS ...

(Expressions and terms used herein shall have the same meaning as defined in the Terms and Conditions of the Dividend Reinvestment Plan)

How do I participate?

You may elect to participate by completing a Dividend Reinvestment Plan Application or Variation Form (**DRP Form**) and returning it to the Mantra Share Registry. Additional **DRP Forms** may be obtained from the Mantra Share Registry, details below.

You may participate in the **DRP** at any time. Your participation will commence with the first dividend paid after receipt of a valid **DRP Form**. However, the **DRP Form** must be received before 5:00pm (Sydney time) on the first business day after the Record Date to participate in that dividend.

Full or Partial Participation?

Shareholders may elect in the **DRP Form** to participate in the **DRP** as follows:

- a. full participation in the **DRP**; or
- b. partial participation in the **DRP**.

Do I have to participate?

No, participation is entirely optional. If you are unsure whether to participate, you should obtain your own independent advice before making a decision.

Is there a discount?

The Board will determine for each dividend whether or not a discount will be applied to the **DRP**. The discount, if any, will be announced to the ASX at the time the relevant dividend is announced to the ASX.

Will these Shares be the same as my existing Shares?

Yes, Shares allotted or transferred under the **DRP** rank equally in all respects with existing Shares from the date of allotment, and are therefore eligible to participate in any subsequent **DRP**.

How many Shares will I receive?

The number of new Shares to be allotted or transferred to each Participant depends on the value of the dividend declared. The exact number of new Shares will be the value of the dividend entitlement (net of any Withholdings, as defined in the Terms and Conditions, if any) divided by the Market Price, rounded down to the nearest whole number of Shares. Any residual balance will be carried forward and added to your next dividend payment entitlement.

Please refer to clauses 5.6, 5.7 and 5.8 of the **DRP Terms and Conditions** for further information about the residual balance.

Will I have to pay anything to participate in the **DRP?**

No brokerage or other transaction/administration costs are payable by Participants on Shares allotted under the **DRP** at this time. You will however be responsible for costs associated with seeking independent advice concerning your participation in the **DRP**.

What if I have more than one Shareholding?

A separate form will have to be lodged for each Shareholding registered under different names or for each Shareholding that has a different Shareholder registration number.

How will I know how many Shares I have been allotted or transferred?

Mantra will send you a statement for each dividend payment providing full details of an allotment or transfer under the DRP.

When will Shares be recorded in my name?

Shares allotted or transferred under the DRP will be recorded in Mantra's register of members under your name on or about the date of payment of the relevant dividend.

You should confirm that the Shares have been recorded in your name before entering into any transaction involving Shares allotted or transferred under the DRP.

Does participating in DRP restrict me from selling my Shares?

No. Participation in the DRP does not restrict you from selling your Mantra Shares.

How do I change or terminate my participation in the DRP?

You may vary your level of participation or withdraw from the DRP at any time by completing a DRP Form and forwarding it to the Mantra Share Registry. Subject to the DRP Form being received before 5:00pm (Sydney time) on the first business day after the Record Date, the variation or withdrawal will be effective for that dividend.

Where can I get DRP Application or a DRP Variation forms?

To receive additional forms please contact the Mantra Share Registry:

Link Market Services Limited
Locked Bag A14
Sydney South NSW 1235

Enquiries: +61 1300 554 474

Email: registrars@linkmarketservices.com.au

Facsimile: 02 9287 0303

Where can I get more information?

More information can be found in the Terms and Conditions or by contacting the Mantra Share Registry on the details above.



X99999999999

A REINVESTMENT PLAN APPLICATION OR VARIATION

Please use a BLACK pen. Print CAPITAL letters inside the shaded areas.

A	B	C
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1	2	3
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Where a choice is required, mark the box with an 'X'

X

This form is to be completed where the securityholder wishes to have their payments reinvested under the rules of the Reinvestment Plan.

I/We being the above named holder of registered securities wish to participate in the Plan as indicated below.

I/We authorise the application of the payment to me/us with respect to the number of securities participating in the Plan at the price and subject to the rules of the Plan.

I/We hereby agree to be bound by the rules of the Plan in subscribing for additional securities.

I/We acknowledge that I/we may vary or cancel my/our participation in the Plan, in accordance with the rules of the Plan. This will cancel any earlier Plan instructions and take priority over any direct credit instructions.

Degree of Participation (cross appropriate box):

FULL PARTICIPATION

— Including any further acquisitions.

or

PARTIAL PARTICIPATION

— Please specify the number of securities to participate in the Plan

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B SIGNATURE(S) OF SECURITYHOLDER(S) – THIS MUST BE COMPLETED

Securityholder 1 (Individual)

--

Sole Director and Sole Company Secretary/Director (delete one)

Joint Securityholder 2 (Individual)

--

Director/Company Secretary (delete one)

Joint Securityholder 3 (Individual)

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Date ____/____/____

Signing Instructions: This form should be signed by the securityholder. If a joint holding, all securityholders should sign. If signed by the securityholder's attorney, the power of attorney must have been previously noted by the registry or a certified copy attached to this form. If executed by a company, the form must be executed in accordance with the company's constitution and the *Corporations Act 2001* (Cth) (or for New Zealand companies, the *Companies Act 1993*).

Personal Information Collection Notification Statement: Link Group advises that personal information it holds about you (including your name, address, date of birth and details of the financial assets) is collected by Link Group organisations to administer your investment. Personal information is held on the public register in accordance with Chapter 2C of the *Corporations Act 2001*. Some or all of your personal information may be disclosed to contracted third parties, or related Link Group companies in Australia and overseas. Your information may also be disclosed to Australian government agencies, law enforcement agencies and regulators, or as required under other Australian law, contract, and court or tribunal order. For further details about our personal information handling practices, including how you may access and correct your personal information and raise privacy concerns, visit our website at www.linkmarketservices.com.au for a copy of the Link Group condensed privacy statement, or contact us by phone on +61 1800 502 355 (free call within Australia) 9am–5pm (Sydney time) Monday to Friday (excluding public holidays) to request a copy of our complete privacy policy.