



# **Dividend Reinvestment Plan Terms and Conditions**

Ainsworth Game Technology Limited  
(ACN 068 516 665)

## 1. Definitions

1.1 In this Plan:

**Applicable Law** means any one or more or all, as the context requires of:

- (a) Corporations Act;
- (b) Listing Rules;
- (c) the constitution of the Company; and
- (d) any practice note, policy statement, class order, declaration, guideline, policy or procedure pursuant to the provisions of which either ASIC or ASX is authorised or entitled to regulate, implement or enforce, either directly or indirectly, the provisions of any of the foregoing statutes, regulations, rules, deeds or agreements or any conduct or proposed conduct of any person pursuant to any of the abovementioned statutes, regulations, rules, deeds or agreements.

**ASX** means ASX Limited (ABN 98 008 624 691) or the Australian Securities Exchange as appropriate.

**Business Day** has the same meaning as in the Listing Rules.

**Company** means Ainsworth Game Technology Limited ACN 068 516 665.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Directors** means the directors of the Company.

**Dispose** means to grant options or rights of pre-emption over, sell, transfer, assign, part with the benefit of, encumber, declare a trust of or deal with and **Disposal** is to be construed accordingly.

**Entitlement Date** means in relation to Shares, any date set by Company which is at least one day after the date nominated by the Company as a Record Date for the purpose of determining entitlements to the payment of a dividend.

**Listing Rules** means the official listing rules of ASX, as varied from time to time.

**Market Price** means the weighted average sale price of the Shares traded on the ASX over the period that the Directors determine from time to time, being a period of not less than 5 Trading Days, commencing on the second Trading Day after the Record Date or such other period commencing before or after the Record Date that is determined by the Directors from time to time.

**Participant** means a Shareholder whose application to participate in this Plan has been accepted by the Directors under clause 3 of these terms and conditions.

**Plan** means the dividend reinvestment plan of the Company established and as amended from time to time.

**Record Date** has the same meaning as in the Listing Rules.

**Share** means an ordinary share in the capital of the Company.

**Shareholder** means a registered holder for the time being of Shares.

**Trading Day** means a full day (other than a day on which the ASX is closed or on which trading on the ASX is suspended) on which Shares are quoted, and not suspended from quotation or made subject to a trading halt on the ASX.

**Underwritten** means issuing Shares to an investment bank, or another person as determined by the Directors in their absolute discretion, for consideration, to be applied to the cash dividend payable to a Shareholder.

## 1.2 Interpretation

In this Plan unless the context otherwise requires:

- (a) a reference to a word includes the singular and the plural of the word and vice versa;
- (b) if a word or phrase is defined, then other parts of speech and grammatical forms of that word or phrase have a corresponding meaning;
- (c) a term which refers to a natural person includes a company, a partnership, an association, a corporation, a body corporate, a joint venture or a governmental agency;
- (d) headings are included for convenience only and do not affect interpretation;
- (e) a reference to a document includes a reference to that document as amended, novated, supplemented, varied or replaced;
- (f) a reference to a thing includes a part of that thing and includes but is not limited to a right;
- (g) the terms "included", "including" and similar expressions when introducing a list of items do not exclude a reference to other items of the same class or genus;
- (h) a reference to a part, clause, party, annexure, exhibit or schedule is a reference to an item of that type in this Plan and includes a reference to the provisions or terms of that part, clause, annexure, exhibit or schedule;
- (i) a reference to this Plan includes each annexure, exhibit and a schedule to this Plan;
- (j) a reference to a party to this document includes the party's successors and permitted assigns and includes any person to whom this Plan is novated;
- (k) a reference to a statute or statutory provision includes but is not limited to:

- (i) a statute or statutory provision which amends, extends, consolidates or replaces the statute or statutory provision;
  - (ii) a statute or statutory provision which has been amended, extended, consolidated or replaced by the statute or statutory provision; and
  - (iii) subordinate legislation made under the statute or statutory provision including but not limited to an order, regulation, or instrument;
- (l) a reference to a document is a reference to a document of any kind including but not limited to an agreement in writing, a certificate, a notice, or an instrument;
  - (m) reference to “\$”, “A\$”, “Australian Dollars” or “dollars” is a reference to the lawful tender for the time being and from time to time of the Commonwealth of Australia;
  - (n) a covenant, representation, warranty or an agreement between more than one person binds them jointly and severally;
  - (o) a provision of this Plan is not to be construed against a party solely on the ground that the party is responsible for the preparation of this Plan or a particular provision;
  - (p) a reference to an asset includes all property or title of any nature including but not limited to a business, a right, a revenue and a benefit, whether beneficial, legal or otherwise;
  - (q) a reference to liquidation includes appointment of an administrator, compromise, arrangement, merger, amalgamation, reconstruction, winding up, dissolution, assignment for the benefit of creditors, scheme composition or arrangement of creditors, insolvency, bankruptcy or any similar procedure or if applicable changes in the constitution of a partnership or the death of a person;
  - (r) a reference to a body which is not a party to this Plan which ceases to exist or whose power or function is transferred to another body, is a reference to the body which replaces or substantially succeeds to the power or function of the first body.

## **2. Participation**

- (a) Participation in this Plan is optional.
- (b) All Shareholders are eligible to participate in the Plan unless the address or place of residence of a Shareholder is in a country other than Australia where, in the opinion of the Directors, the Applicable Law, a foreign law or any other matter or thing makes that Shareholder’s participation in the Plan illegal, impossible or impracticable.
- (c) A Shareholder may not Dispose of the right to receive an allotment of Shares subject to the Plan.

### **3. Application to participate**

- (a) The Company will on a day which is no more than thirty (30) Business Days before an Entitlement Date give each Shareholder (other than Shareholders who are deemed to be ineligible to participate in the Plan pursuant to the provisions of clause 2(b)) an opportunity to participate in the Plan.
- (b) Any Shareholder who is eligible to participate in this Plan may apply to the Company to become a Participant.
- (c) Each application by a Shareholder must be made in a form of application approved from time to time by the Directors and shall be duly completed and signed by the applicant.
- (d) The Directors may in their discretion reject an application or exclude a Shareholder from participating in the Plan (in whole or in part) at any time and from time to time and is not required to give any reason for doing so.
- (e) The Company will notify a Shareholder of the rejection of any application or exclusion of a Shareholder from participating in the Plan (in whole or in part) as soon as practicable after the application is rejected or the Shareholder is excluded from participation.
- (f) Each application accepted by the Directors shall be effective in relation to those Shares in respect of the first dividend payable on those Shares after the date of acceptance by the Directors of the application and in respect of subsequent dividends, provided that any application that is accepted by the Directors after an Entitlement Date will not be effective in respect of the dividend to which that Entitlement Date refers.

### **4. Degree of participation**

- (a) Participation in the Plan may be full or limited.
- (b) In the case of full participation these terms and conditions will apply to all dividends available for payment to the Participant in respect of the Shares registered in the name of that Participant at each Record Date, being all Shares:
  - (i) of the Participant at the date of acceptance of her or his application;
  - (ii) allotted to the Participant pursuant to these terms and conditions;
  - (iii) allotted to the Participant pursuant to a bonus issue;
  - (iv) allotted to the Participant on conversion of any convertible security;
  - (v) allotted to the Participant pursuant to a rights issue;
  - (vi) allotted to the Participant pursuant to the exercise by the Participant of options issued by the Company; and
  - (vii) purchased by the Participant,

but excluding all Shares that are Disposed of by the Participant.

- (c) In the case of limited participation:
  - (i) these terms and conditions will apply to all dividends available for payment to the Participant on the number of Shares nominated by the Participant in her or his application form. Any bonus Shares issued to the Participant in respect of the nominated Shares will be subject to the Plan; and
  - (ii) the Directors may choose to have any part of a dividend which is not subject to the Plan Underwritten.
- (d) Where the number of Shares registered in the name of the Participant at the Record Date is less than the number nominated in accordance with the provisions of clause 4(c), these terms and conditions will apply to the dividends available for payment on that lesser number of Shares.
- (e) Where the application form has been accepted by the Directors but does not indicate to what degree the Shareholder wishes to participate, the Directors may determine that the Shareholder has made application for full participation.

## 5. Operation of the Plan

The Company will as at the Entitlement Date in respect of each Participant:

- (a) ascertain the amount of dividend that is available to the Participant in respect of her or his Shares subject to the Plan as at the Record Date; and
- (b) pay to the Participant that part of a dividend which is paid in respect of the Shares subject to the Plan by way of an allotment of such whole number of Shares (rounded up to the nearest whole number of Shares) paid up in full as is determined in accordance with the following formula:

$$\text{Number of Shares to be allotted to Participant} = \frac{S \times D}{C}$$

Where:

- S is the number of Shares registered in the name of the Participant on the Record Date that are subject to the Plan;
- D is the amount of the dividend in cents and fraction of cents per Share to which the holders of those Shares will be entitled for the relevant dividend; and
- C Market Price less such discount (if any) as the Directors may determine from time to time and notify to the ASX (rounded to the nearest cent).

## **6. Shares allotted**

- (a) Shares allotted under the Plan will rank from the date of allotment equally in all respects with existing Shares.
- (b) Shares issued under the Plan will be registered on the register upon which the Shares subject to the Plan are registered and in the case where Shares are held on more than one register, the Company will determine the register or registers on which they will be registered.

## **7. Withdrawal and variation**

- (a) A Participant may give the Company at any time notice in the form approved from time to time by the Directors that it wishes to withdraw from the Plan or vary the extent of her or his participation in the Plan and from the next Record Date, that Participant will receive cash dividends in respect of her or his Shares not subject to the Plan.
- (b) Where a Participant dies, her or his participation will be terminated upon receipt by the Company of a notice of death;
  - (i) where a Participant becomes bankrupt, her or his participation in the Plan will terminate upon receipt of a notification from the Participant, or her or his trustee in bankruptcy, of the Participant's bankruptcy; and
  - (ii) if joint holders participate and one dies or becomes bankrupt, the participation in the Plan of the other or others will terminate upon notification of the bankruptcy or death by the other, or the other joint holder or each of the other joint holders, stating that they wish to withdraw from the Plan.
  - (iii) Where a Participant Disposes of some or all of her or his Shares, to the extent that the Participant does not indicate otherwise to the Company by notice under clause 7(a),:
    - (A) the Company will treat the Shares Disposed of as being Shares of the Participant not subject to the Plan; and
    - (B) the Disposal of those Shares of the Participant will be deemed to constitute a notice under clause 7(a) that the Participant has terminated its participation under the Plan in respect of those Shares.

## **8. Statement to Participants**

- (a) The Company shall after each Entitlement Date send to each Participant in relation to that Participant's Shares subject to the Plan, a statement setting out details of:
  - (i) the total number of Shares registered in the name of the Participant as at the Record Date;
  - (ii) the number of Shares subject and not subject to the Plan registered in the name of the Participant as at the Record Date;

- (iii) the total amount of dividends payable to the Participant on the Participant's Shares subject to the Plan as at the Record Date;
  - (iv) the amount of withholding tax payable (if any);
  - (v) the total amount of dividend available for reinvestment in the name of and at the direction of the Participant; and
  - (vi) the number of Shares issued and allotted to the Participant in accordance with these terms and conditions.
- (b) In the case of limited participation in this Plan, the Participant will receive a cheque in the amount of the dividend relating to the Participant's Shares that are not subject to the Plan.

## **9. Power of Directors**

- (a) This Plan shall be administered by the Directors who shall have the power to:
- (i) determine appropriate procedures for administration of the Plan;
  - (ii) resolve conclusively all questions of fact or interpretation in connection with the Plan;
  - (iii) delegate to any one or more persons for such period and on such conditions as they may determine the exercise of any of their powers of discretions arising under the Plan; and
  - (iv) amend or add to these terms and conditions.
- (b) The Directors may alter, suspend or terminate the Plan from time to time by giving not less than one (1) month's written notice to all members of the Company.

## **10. Costs**

No Participant will be charged with or liable to pay any brokerage, commission or other transaction costs arising from her or his participation in the Plan.

## **11. Taxation**

The Company does not take any responsibility or assume any liability for the taxation liabilities of participants in this Plan. Shareholders should obtain their own professional advice in relation to the tax implications of participating in this Plan.

## **12. Notices**

Notices must be received by the Company before 5.00 p.m. on an Entitlement Date to be effective in respect of dividends on those Shares.

### **13. Quotation**

The Company will apply for Shares allotted under the Plan to be listed for quotation on the Official List of the ASX in accordance with the ASX listing rules.

### **14. Governing law**

The terms and conditions of this Plan shall be governed by and construed in accordance with the law for the time being in force in the State of New South Wales.



## How to complete this form

### **A** Dividend Reinvestment Plan (DRP)

Complete this section if you wish to have your cash dividends reinvested in the form of more company securities.

If you wish to reinvest all of your securities in the company's DRP, please cross the box marked ALL.

If you wish to reinvest part of your securities in the company's DRP, please show the number of securities that you wish to participate.

Please note that an election to participate fully in the Dividend Reinvestment Plan will override any instruction on the registry record regarding direct payment of cash dividends into a nominated account.

This instruction only applies to the specific holding identified by the SRNHIN and the name appearing on the front of this form.

### **B** Signature(s)

If you have chosen to have your cash dividends fully or partially reinvested into company securities and you have completed Section A, you must sign this form as follows in the spaces provided:-

**Joint Holding:** where the holding is in more than one name, all of the securityholders must sign.

**Power of Attorney:** to sign under Power of Attorney, you must have already lodged this document with the registry. If you have not previously lodged this document for notation, please attach a certified photocopy of the Power of Attorney to this form when you return it.

**Companies:** where the company has a Sole Director who is also the Sole Company Secretary, this form must be signed by that person. If the Company (pursuant to section 204A of the Corporations Act 2001) does not have a Company Secretary, a Sole Director can also sign alone. Otherwise this form must be signed by a Director jointly with either another Director or a Company Secretary. Please indicate the office held by signing in the appropriate place.

D1001

AGI

**Please return the completed form to:**

Computershare Investor Services Pty Limited  
GPO Box 2975  
Melbourne VIC 3001  
Australia