



Hansen Technologies Limited

ABN 90 090 996 455

Dividend Reinvestment Plan

Section 1

Summary of DRP

The Hansen Technologies Limited Dividend Reinvestment Plan (DRP) provides shareholders with a choice of how to receive dividends paid on their shares.

Set out below are general details relating to the DRP. The full terms and conditions of the DRP (Terms and Conditions) are contained in Section 2.

Eligibility to Participate

Subject to the Terms and Conditions, participation in the DRP is open to all registered holders of fully paid ordinary shares in the capital of Hansen Technologies Limited (Shares) other than shareholders having a registered address in the United States of America or in any place where participation or the making of any offer in the DRP would require the issue of a prospectus under overseas law.

Participation in the DRP is entirely at your option.

Degree of Participation

You may choose not to participate in the DRP or to participate in the DRP in respect of all or some of your Shares. The choices you have are:

- Not participate in the DRP – the dividend on all Shares held by you will be paid as a cash dividend to you;
- Full participation under the DRP – the dividend on all Shares held by you is reinvested in new Shares; or
- Partial participation under the DRP – the dividend on the specified number of Shares (Participating Shares) is reinvested in new Shares. The dividend on the remaining Shares (Non-Participating Shares) will be paid as a cash dividend to you.

How to Participate in the DRP

If you wish to participate in the DRP, the DRP Notice attached to this booklet must be completed and lodged with our share registry.

Your election will remain in effect for all dividends, unless it is varied by the delivery to our share registry of another DRP Notice.

If you do not wish to participate in the DRP, you are not required to return the DRP Notice and dividends will automatically be paid in the normal way.

Withdrawal from the DRP/Variation of Participation

You may withdraw from the DRP or vary your level of participation in the DRP at any time by completing and executing a DRP Notice and returning the completed notice to our share registry. This notice will be effective for the next dividend payment, subject to this notice being received by the share registry before 5.00pm on the business day immediately following the Books' Closing Date for that Dividend (Refer Section 2 – Terms and Conditions of the DRP).

Allotments

Shares allotted under the DRP will be allotted in accordance with the official listing rules of Australian Stock Exchange Limited (ASX) as in force from time to time, will be credited as fully paid and will rank equally in every respect with existing Shares.

Allotment Price of the New Shares

The Shares allotted under the DRP will be allotted for a price which is 100% of the weighted average sale price (rounded to the nearest cent) of all Shares sold on the ASX on the Books' Closing Date and the four trading days immediately preceding the Books' Closing Date. The Board may, by resolution, alter the percentage to no less than 95%.

Cost of Participating in the DRP

There is no cost to you to participate in the DRP. No brokerage, commission, stamp duty or other transaction costs will be payable by you in respect of any allotment of Shares under the DRP.

Statements

Participants in the DRP will be sent a statement after each allotment of Shares under the DRP, detailing their participation in the DRP.

Sale of Shares

Shares allotted under the DRP may be sold or transferred at any time.

Where you sell a part of your holding and Hansen Technologies Limited does not receive a DRP Notice stating otherwise, the Shares sold will be taken to comprise:

- Firstly, Non-Participating Shares held by you.
- Secondly, to the extent that the number of Shares sold exceeds the number of Non-Participating Shares the difference will be made up out of Participating Shares held by you.

Acquisition of Shares

Any additional Shares acquired by you will participate in the DRP as follows:

- If you elect to fully participate, all Shares subsequently acquired by you will participate in the DRP.
- If you elect partial participation, all Shares subsequently acquired by you, whether under the DRP or otherwise, will only participate in the DRP to the extent you so elect in a DRP Notice.

Tax Considerations

Under current Australian income tax legislation, it is the understanding of Hansen Technologies Limited that dividends reinvested will be treated in the same manner as if you had received those dividends in cash.

Hansen Technologies Limited cannot take any responsibility for the taxation liability of participants and it is suggested that you obtain independent advice concerning your taxation position if you have any queries.

Enquiries

If you wish to enquire about the DRP, please contact the Share Registrar:

MUFG Corporate Markets (AU) Limited

Postal address: Locked Bag A14
Sydney South NSW 1235 Australia

Fax number: 02 9287 0303

Email: support@cm.mpms.mufg.com

Website: [Investor Centre | MUFG Corporate Markets](#)

Section 2

TERMS AND CONDITIONS OF THE DRP

1. DEFINITIONS AND INTERPRETATION

1.1. DEFINITIONS

In these Terms and Conditions, unless the context otherwise requires:

“**ASX**” means Australian Stock Exchange Limited;

“**Books’ Closing Date**” means a date on which the Register is closed for determining dividend entitlements in respect of Shares;

“**Company**” means Hansen Technologies Limited (A.C.N. 090 996 455);

“**Company Share Registry**” means Link Market Services Limited;

“**Constitution**” means the Constitution of the Company as amended or added to from time to time;

“**Directors**” means the Board of Directors of the Company;

“**Dividend**” means a dividend payable wholly in cash and, in the case of a dividend payable partly in cash, that part of the dividend payable in cash;

“**DRP**” means the Company’s dividend reinvestment plan, to be known as the “Hansen Dividend Reinvestment Plan”, the terms of which are set out in these Terms and Conditions;

“**DRP Notice**” means a notice in such form as the Directors may from time to time require by which a Shareholder applies to participate, vary participation or terminate participation in the DRP;

“**DRP Share**” means a Share in respect of which a Shareholder has elected to participate in the DRP pursuant to a valid DRP Notice;

“**Listing Rules**” means the official Listing Rules of the ASX as in force from time to time;

“**Participant**” means a Shareholder some or all of whose Shares are DRP Shares;

“**Register**” means the Company’s register of members;

“**Share**” means an ordinary share in the capital of the Company;

“**Shareholder**” means a person registered as the holder of Shares;

“**Terms and Conditions**” means the terms and conditions of the DRP as set out herein and as amended from time to time.

1.2. INTERPRETATION

In these Terms and Conditions, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include any gender;
- (c) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate;
- (d) a word or expression that deals with a matter dealt with by a provision of the Constitution has the same meaning as in that provision;
- (e) headings are used for convenience of reference only and do not affect or qualify the meaning of any provision hereof.

2. PARTICIPATION IN THE DRP

- 2.1 Participation in the DRP is optional, not transferable and subject to the Terms and Conditions.
- 2.2 Subject to sub-clauses 2.3, 2.4 and 2.5, participation in the DRP is open to all Shareholders.
- 2.3 The Directors may decline to accept an application to participate in the DRP and may, by written notice to a Shareholder, cancel participation if, in the opinion of the Directors, the laws of Australia or of another country or some other matter or thing makes the Shareholder's participation in the DRP illegal, impractical or undesirable.
- 2.4 Unless the Directors in their discretion determine that it is not necessary to so exclude such Shareholders, no Shareholder whose address, as registered at the Register, is in the United States of America or in any place where, in the opinion of the Directors, participation or the making of an offer in the DRP would require the issue of a prospectus under overseas law, shall be eligible to participate in the DRP.
- 2.5 Any Shareholder who has an outstanding loan under any employee share ownership scheme operated by the Company shall not be entitled to participate in the DRP in respect of those Shares which have been pledged as security for the loan until the loan is repaid.
- 2.6 The Directors are not obliged to give any reasons for or state the grounds on which they form an opinion of the kind referred to in sub-clauses 2.3 and 2.4.

3. DEGREE OF PARTICIPATION

- 3.1 A Shareholder may participate in the DRP in respect of all of his Shares or in respect of some only of those Shares.
- 3.2 If a Shareholder wishes all of his Shares to become DRP Shares he shall lodge a duly completed and executed DRP Notice electing full participation.
- 3.3 Where a Shareholder is a full Participant in the DRP, all Shares subsequently acquired by the Shareholder, whether under the DRP or otherwise, shall be DRP Shares.
- 3.4 If a Shareholder wishes only some of his Shares to become DRP Shares he shall lodge a duly completed and executed DRP Notice indicating how many Shares are to become DRP Shares and only the number of Shares so specified shall become DRP Shares.
- 3.5 The nomination of a percentage of Shares will be ineffective and will be deemed to be an election not to participate in the DRP. All nominations for partial participation must specify a number of shares.
- 3.6 Where a Shareholder is a partial Participant in the DRP, Shares subsequently acquired by the Shareholder, whether under the DRP or otherwise, shall only be DRP Shares to the extent that the Shareholder so elects in a DRP Notice in accordance with Clause 10.
- 3.7 If at a Books' Closing Date the number of Shares held by a Shareholder who is a partial Participant in the DRP is fewer than the number specified by him, the Shareholder shall be deemed to be a full Participant until the number of shares held by him (including shares allotted under the DRP) again exceeds the number of Shares so specified.
- 3.8 If a DRP Notice does not specify the degree of participation in the DRP, the Shareholder will be deemed to be a full Participant and the Company will not be liable to the Shareholder for any loss, damage or claim in respect of that Shareholder's participation as a result of the operation of this provision.

4. APPLICATION FOR PARTICIPATION

- 4.1 All applications must be made on a duly executed DRP Notice.
- 4.2 An application by joint Shareholders must be signed by each joint holder.
- 4.3 An application by a company must be executed under seal or by an authorised officer or attorney.
- 4.4 If an application is signed by an authorised officer, a certified copy of the resolution of directors appointing the officer must either have been produced previously to the Company or accompany the DRP Notice.
- 4.5 If an application is signed by an attorney, the relevant power of attorney, or a certified copy thereof, must either have been produced previously to the Company or accompany the DRP Notice.
- 4.6 By giving a DRP Notice, a Shareholder will be deemed to have:
 - (a) agreed to be bound by the Terms and Conditions and any determination or resolution made by the Directors in accordance with them; and
 - (b) agreed to be bound by the Constitution in respect of all Shares allotted to the Shareholder under the DRP.

5. OPERATION OF THE DRP

- 5.1 A Dividend which is payable to a Participant in respect of the Participant's DRP Shares will be applied by the Company on the Participant's behalf in subscribing for Shares;
- 5.2 Subject to sub-clause 5.3 and 5.4, the Company will, in respect of each Dividend payable to a Participant:
- (a) determine the amount of the Dividend payable to the Participant in respect of the Participant's DRP Shares;
 - (b) determine the maximum number of Shares, priced in accordance with Clause 6, which could be acquired by using the amount of the Dividend payable to the Participant in respect of the Participant's DRP shares, rounded up to the next whole Share;
 - (c) on behalf and in the name of the Participant, apply the total amount of the Dividend payable to the Participant in respect of the Participant's DRP Shares to acquire the additional Shares calculated in accordance with paragraph (b); and
 - (d) allot and issue that number of Shares to the Participant.
- 5.3 Notwithstanding anything in these Terms and Conditions, a Dividend will not be available for the purpose of participating in the DRP where, in accordance with the Constitution of the Company or otherwise by law:
- (a) the Company is, or would be entitled to retain all or part of the Dividend which is, or would be, payable in respect of any of the Participant's DRP Shares; or
 - (b) the Company is, or would be, entitled to a charge or lien over any of the Participant's DRP Shares, or over any Dividend payable in respect of any such DRP Shares.

In particular, if withholding tax is payable in the case of overseas Participants or there is otherwise a requirement to deduct an amount in respect of tax, that tax will be deducted from the amount payable by way of Dividend and only the balance applied in subscribing for Shares.

- 5.4 No Shares shall be issued under the DRP unless the Company has sufficient unissued Shares capable of being issued.

6. ALLOTMENT PRICE

- 6.1 Shares will be allotted under the DRP for a price which is 100% of the weighted average sale price (rounded to the nearest cent) of all Shares sold on the ASX on the Books' Closing Date and the four (4) trading days immediately preceding the Books' Closing Date, determined by reference to such information as the Directors approve for the purpose from time to time.

- 6.2 The weighted average sale price to be used for the purposes of sub-clause 6.1 shall be calculated by the Directors or a suitably qualified person nominated by the Directors and, in the absence of manifest error, is binding on Participants.
- 6.3 In the event of there being no trade in Shares on the Books' Closing Date and the four (4) trading days immediately preceding the relevant Books' Closing Date, or if the Directors consider that the weighted average sale price does not represent a fair market value of the Shares, the Directors or a suitably qualified person nominated by the Directors shall fix a price which is in their opinion reasonable in all the circumstances.
- 6.4 If the allotment price calculated in accordance with this Clause would be less than 20 cents the DRP will not apply in respect of the Dividend and the Dividend will be paid in cash.
- 6.5 The Directors may by resolution alter the percentage in sub-clause 6.1 from time to time, but may not set a percentage lower than 95%.

7. ALLOTMENTS UNDER THE DRP

Shares allotted under the DRP will:

- (a) be allotted in accordance with the Listing Rules;
- (b) be credited as fully paid;
- (c) rank equally with other Shares; and
- (d) be registered:
 - (i) if the Shares already held by the Participant are registered on one Register – on that Register; or
 - (ii) if the Shares already held by the Participant are registered on more than one Register – on the Register on which the greatest numbers of the Participant's Shares are held.

8. COST TO PARTICIPANTS

No brokerage, commission, stamp duty or other transaction costs will be payable by Participants in respect of any allotment of Shares under the DRP.

9. STATEMENTS TO PARTICIPANT

After each allotment of Shares under the DRP, the Company will forward to each Participant a statement setting out:

- (a) the number of DRP Shares held by the Participant including those Shares last allotted to the Participant under the DRP;
- (b) the amount of the last Dividend paid in respect of those DRP Shares which has been applied towards subscription for additional Shares;
- (c) the allotment price of the last Shares allotted to the Participant under the DRP;

- (d) the number of Shares allotted to the Participant under the last DRP allotment;
- (e) the Participant's total holding of DRP Shares after the last DRP allotment; and
- (f) the franked amount (if any) of the Dividend and the imputation tax credit (if any) attaching thereto.

10. VARIATION TO PARTICIPATION

- 10.1 A Participant may at any time increase or decrease the number of Shares subject to the DRP by lodging a duly completed and executed DRP Notice.
- 10.2 If a DRP Notice decreases or increases the level of participation in the DRP to below full participation, only that number of Shares specified in the DRP Notice will be DRP Shares and no after-acquired Shares will be DRP Shares.
- 10.3 If a DRP Notice increases the level of participation in the DRP to full participation, all of the Shareholder's Shares as at the date of the DRP Notice and all Shares subsequently acquired by the Shareholder (including Shares allotted under the DRP) shall be DRP Shares.

11. TERMINATION OF PARTICIPATION

- 11.1 A Participant may, at any time, terminate his participation in the DRP by lodging with the Company a duly completed and executed DRP Notice.
- 11.2 Subject to sub-clause 11.3, a Participant's participation in the DRP will be terminated:
 - (a) if the Participant dies, upon receipt by the Company of notice of the Participant's death;
 - (b) if the Participant is declared bankrupt, upon receipt by the Company of a notification of bankruptcy from the Participant or his trustee in bankruptcy.
- 11.3 Notwithstanding sub-clause 11.2, a DRP Share will not cease to be one until, if the Directors so determine, an appropriate entry has been made in the Register.
- 11.4 Where DRP Shares are held by joint holders and one dies or becomes bankrupt the DRP Shares will continue to be DRP Shares unless the remaining joint holder terminates participation in the DRP by lodging with the Company a duly completed and executed DRP Notice.
- 11.5 If a Participant disposes of his entire holding of Shares without lodging a DRP Notice terminating participation in the DRP and at the subsequent Books' Closing Date the Participant is not registered as the holder of any Shares, a DRP Notice terminating participation in the DRP will be deemed to have been given on the last date on which the Company registered a transfer or other instrument of disposal of the Participant's Shares.

12. DISPOSALS

- 12.1 Where all of a Participant's Shares are DRP Shares, in the event that some only of those Shares are disposed of, the remaining Shares held by the Participant will continue to be DRP Shares.
- 12.2 Where some only of a Participant's Shares are DRP Shares and the Participant disposes of part of his shareholding, unless the Company receives notice otherwise (by a DRP Notice), the Shares disposed of shall be deemed to be Shares not participating in the DRP. If the number of Shares disposed of is greater than the number of the Participant's Shares not participating in the DRP, the disposal will be deemed to include the Participant's Shares not participating in the DRP and, as to the balance of the disposal, part of the Participant's Shares participating in the DRP.

13. APPLICATIONS AND NOTICES

- 13.1 Any application or notice referred to in these Terms and Conditions shall be in writing and in such form as the Company may from time to time require.
- 13.2 Applications and notices are effective on receipt at the Company Share Registry subject to:
- (a) these Terms and Conditions; and
 - (b) in the case of an application to participate in the DRP, acceptance by the Directors.
- 13.3 To be effective with respect to a particular Dividend, a DRP Notice must be received at the Company Share Registry prior to 5.00pm on the business day immediately following the Books' Closing Date for that Dividend.
- 13.4 Any notice to be served on Shareholders shall be served in accordance with provisions regarding service of notices to Shareholders contained in the Constitution of the Company.

14. STOCK EXCHANGE LISTING

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

15. ALTERATION, SUSPENSION AND TERMINATION OF THE DRP

- 15.1 The Directors may by resolution alter, suspend, or terminate the DRP from time to time after giving fourteen (14) days notice to Shareholders.
- 15.2 In the case of alteration, existing Participants will continue under the altered DRP unless the Company is notified to the contrary on a DRP Notice.
- 15.3 Notice of any alteration, suspension or termination may be given by the Company in such manner as the Directors may determine and, in particular, but without limiting the generality of the foregoing, may be given by advertisement published in any widely circulated newspaper.

- 15.4 The accidental omission to give notice of alteration, suspension or termination or the non-receipt of any notice by any Shareholder shall not invalidate the alteration, suspension, or termination of the DRP.
- 15.5 Any alteration, suspension or termination shall be effective from the date of the resolution or such other date as determined by the Directors.

16. EQUITABLE CLAIMS

The Company, unless otherwise required by law, need not recognise a person as owner of additional Shares issued under the DRP other than the registered holder of the DRP Shares in respect of which the additional Shares are issued.

17. TAXATION

Neither the Company nor the Directors:

- (a) assume any responsibility or liability for any taxes or other imposts assessed against or imposed upon a Participant;
- (b) represent or warrant that a Participant will gain any taxation advantage or will not incur a taxation liability or disadvantage through participation in the DRP.

18. GENERAL

- 18.1 The DRP is governed by the laws of the State of Victoria, and each Participant submits to the exclusive jurisdiction of the Courts of that State.
- 18.2 The DRP will be administered by the Directors.
- 18.3 The Directors shall have power to:
- (a) determine appropriate procedures for administration of the DRP consistent with these Terms and Conditions;
 - (b) resolve conclusively all questions of fact or interpretation in connection with the DRP;
 - (c) waive strict compliance by the Company or any Shareholder with any of these Terms and Conditions;
 - (d) delegate to any suitable qualified person any of their powers or discretion granted by or pursuant to these Terms and Conditions.
- 18.4 The Company shall not be liable or responsible to any Participant for any loss or alleged loss or disadvantage suffered or incurred by such Participant as a result, directly or indirectly, of the establishment or operation of the DRP or his participation in the DRP or in relation to any advice given with respect to participation in the DRP.