

## Dividend Reinvestment Plan

### Rules of the Dividend Reinvestment Plan

The following rules (“Rules”) apply to the Dividend Reinvestment Plan (“Plan”) of Over Fifty Group Limited (the “Company”).

#### 1. Duration of the Plan

The Plan will continue indefinitely until the Directors terminate (or vary) the Plan pursuant to clause 11. Participating shareholders may, subject to the restrictions and procedures provided for in these Rules, terminate their participation at any time by giving notice to the Company.

#### 2. Participation in the Plan

Participation in the Plan is optional and open to all holders of ordinary shares in the Company except as hereinafter provided.

A shareholder who is subject to the laws of a country or place other than Australia may not be eligible to participate in the Plan because of legal requirements that apply in that place or in Australia. Allotment of shares to shareholders who are not resident in Australia at the time of allotment will be subject to all necessary government approvals. It is the responsibility of each shareholder to obtain any such approvals. Before electing to participate in the Plan shareholders who are not resident in Australia should seek professional advice to ascertain if any restrictions apply.

The Directors of the Company have an overriding discretion to determine at any time that the right to participate in the Plan shall not be available to shareholders whose registered addresses are in a country or place where, in the absence of a registration statement or other formality, the offer of a right of election would or might be unlawful, impossible or impracticable.

#### 3. Application to Participate

An application to participate in the Plan is to be made on the prescribed Dividend Reinvestment Plan Application or Variation form. Upon receipt by the Company of the Dividend Reinvestment Plan Application or Variation form, correctly completed, participation will commence from the next date and time specified by the Directors for determining entitlement to a dividend (the “Record Date”).

#### 4. Participation

A shareholder who wishes to participate in the Plan may do so in respect of:

- a. all the shareholder’s shares; or
- b. a specified number of the shareholder’s shares.

By electing to participate in the Plan the participant agrees that the Plan will apply in respect of dividends payable on:

- a. ordinary shares currently held;
- b. ordinary shares allotted under the Plan;
- c. any bonus ordinary shares subsequently allotted;
- d. any ordinary shares allotted pursuant to a subsequent rights issue;
- e. any additional ordinary shares acquired from time to time (less all ordinary shares disposed of from time to time).

## 5. Operation of the Plan

Each dividend which is payable to a participant in respect of shares subject to the Plan and which is available for payment to the participant will, upon payment, be applied by the Company on the participant's behalf in subscribing for additional shares.

The Company will establish and maintain a Plan account for each participant. The Company will, in respect of each dividend payable to a participant:

- a. determine the amount of the dividend payable (less withholding tax if applicable) in respect of that participant's shares;
- b. credit such amount to the participant's Plan account;
- c. determine the maximum whole number of additional shares which may be subscribed for under the Plan taking into account the price at which the shares are to be allotted in accordance with these Rules;
- d. on behalf and in the name of the participant, subscribe for that number of additional shares and debit the participant's Plan account with the total of the subscription price for those additional shares;
- e. allot that number of additional shares to the participant;
- f. retain in the participant's Plan account, without interest, any cash balance remaining provided that the Company may on request pay such amount to the participant.

Shares allotted under the Plan will be allotted at such discount (if any), not exceeding 5 percent, as is determined from time to time by the Directors from the weighted average market price (rounded to the nearest cent) of all of the Company's shares sold on Australian Stock Exchange Limited during the five trading days immediately preceding and inclusive of the record date for that dividend. If the application of the pricing formula results in the allotment price being less than par value of a share (if any) or other minimum amount determined by the Directors, the Plan will not operate in respect of such dividend on such occasion and the dividend will be paid by cheque or credited direct to the participant's account with a bank or other financial institution in accordance with the participant's instructions.

## 6. Shares to be Allotted Under the Plan

Shares to be allotted under the Plan will be allotted on the relevant dividend payment date. Shares allotted under the Plan will, from the date of allotment, rank equally in all respects with all other fully paid shares in the Company.

Shares allotted under the Plan will be registered on the register (or sub-register) on which the participant's relevant holding of shares is registered.

Share statements showing the number of shares allotted under the Plan will be sent to participants following each allotment.

## 7. Costs to Participants

No brokerage, commission or other transaction costs will be payable by a participant on shares allotted under the Plan and no stamp or other duties will, under present law, be payable by a participant.

## 8. Plan Statements

The Company will send to each participant a Plan statement at each dividend payment date providing full details of the participant's transactions in the Plan.

## 9. Termination of Participation

A participant may at any time give notice to the Company terminating participation in the Plan. Such termination is to be in accordance with the prescribed Dividend Reinvestment Plan Application or Variation form and takes effect from the next record date after receipt by the Company.

If a participant dies, the participation of that participant and any other participant with whom the deceased was a joint participant will be terminated upon receipt by the Company of notice of the death of the deceased participant.

Upon termination of the participation of a participant for any reason, the Company will, unless otherwise directed, send to the participant or the legal representative of a deceased participant, the cash balance, if any, shown in the participant's Plan account as at the date of the last dividend.

## 10. Termination of Plan Where No Notice Given

Where a participant disposes of all shares without giving the Company notice of termination of participation, the participant will be deemed to have terminated participation in the Plan with respect to the shareholding on the date the Company registers a transfer or instrument of disposal of the participant's.

## 11. Modification and Termination of the Plan

The Plan may be modified, suspended or terminated by the Company at any time by giving not less than one month notice in writing to all shareholders. In the event of termination, the Company will send to each participant a Plan statement and the outstanding cash balance (if any).

The accidental omission to give notice of modification, suspension or termination or the non-receipt of any notice by any shareholder will not invalidate the modification, suspension or termination of the Plan.

## 12. Stock Exchange Listing

The Company will make application for shares allotted under the Plan to be listed for quotation on the official list of Australian Stock Exchange.

## 13. Applications and Notices

Applications and notices to the Company must be in writing and in accordance with the form prescribed by the Company from time to time.

Applications and notices will be effective upon receipt by the Company subject to:

- a. the terms and conditions contained in these Rules;
- b. in the case of applications, acceptance by the Company; and
- c. receipt by the Company before the relevant record date for determining entitlement to a particular dividend.

Applications or notices received after such record date will not be effective in respect of that dividend payment but will be effective from the next relevant record date.

## 14. Administration of the Plan

The Plan will be administered by the Directors, who shall have power to:

- a. determine appropriate procedures for administration of the Plan consistent with these Rules;
- b. resolve conclusively all questions of fact or interpretation in connection with the Plan;
- c. waive strict compliance with any of the provisions of these Rules; and
- d. delegate to any one or more persons, for such period and upon such conditions as they may determine, the exercise of any of their powers or discretions arising under the Plan.

## 15. Taxation

The Company takes no responsibility for the taxation liabilities of participants. As individual circumstances and laws vary considerably, specific taxation advice, if required, should be obtained by a participant at the participant's expense.

## 16. General

The Plan and its operation and the terms and conditions contained in these Rules are governed by the laws of the State of Victoria.