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# DIVIDEND REINVESTMENT PLAN OFFER

26 AUGUST 2014

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# 1. INTRODUCTION

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This document (“**Offer Document**”) contains the terms and conditions of the EBOS Group Limited (“**EBOS**”) Dividend Reinvestment Plan (“**the Plan**”). Under the Plan, holders of ordinary shares in EBOS (“**Shareholders**”) may elect to reinvest the net proceeds of cash dividends payable or credited on all or some of their ordinary shares in EBOS held at any given time (“**Shares**”) to acquire further fully paid ordinary shares in EBOS (“**Additional Shares**”).

**This document is important. Shareholders are advised to exercise caution in relation to the offer contained in this Offer Document. If you do not understand it, or are in any doubt as to how to act, you should contact your solicitor, accountant or financial adviser.**

Further information about EBOS, including its current dividend policy, can be found in the Investor Information section of its website at [www.ebosgroup.com](http://www.ebosgroup.com).

**WARNING:** The contents of this Offer Document have not been reviewed, approved or registered by any regulatory authority in any jurisdiction outside New Zealand and Australia.



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## 2. THE OFFER

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### 2.1 Offer to All Shareholders

Subject to clauses 2.3 and 2.4, EBOS offers to all Shareholders the right to elect to participate in the Plan.

### 2.2 Available Options

Shareholders may elect to participate in the Plan by exercising one of the following options:

#### a) Full Participation

If you elect full participation, participation in the Plan will apply to all of your Shares registered in your name from time to time.

#### b) Partial Participation

If you elect partial participation, only the number or percentage of Shares nominated by you will participate in the Plan. If you hold less than the nominated number of Shares, then the Plan will apply to such lesser number of Shares.

#### c) Non Participation

If you do not wish to participate and you wish to receive all dividends in cash, you are not required to do anything.

### 2.3 Ability to Exclude Overseas Shareholders

#### a) Overseas Shareholders

Subject to clause 2.3(c), EBOS may, in its absolute discretion, elect not to offer participation under the Plan to Shareholders whose address is outside New Zealand or Australia if EBOS considers that to do so would be unduly onerous. The EBOS Board may, in its sole discretion, amend this policy at any time.

#### b) Warranty

Any person residing outside New Zealand and Australia who participates in the Plan through a New Zealand or Australian resident nominee will be deemed to represent and warrant to EBOS that they can lawfully participate through their nominee. EBOS accepts no responsibility for determining whether a Shareholder is able to participate in the Plan under laws applicable outside of New Zealand or Australia.

#### c) Zuellig may participate

For so long as it remains a shareholder, Sybos Holdings Pte Limited (“Zuellig”) and its related bodies corporate are entitled to participate in the Plan at a rate which would enable them to maintain the same aggregate percentage Shareholding as they held immediately prior to any issue of Additional Shares pursuant to the Plan.

### 2.4 Exclusion where Liens over Shares

Any Shares over which EBOS has a lien in accordance with EBOS' Constitution or other requirements of law will not be eligible to participate in the Plan.

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## 3. METHOD OF PARTICIPATION

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### 3.1 Participation Notice

To participate in the Plan a Shareholder must:

- a) complete a participation notice in a form provided by EBOS from time to time ("**the Participation Notice**") in accordance with the instructions on that notice; and
- b) forward the completed Participation Notice to EBOS' share registrar by post or fax at:

Computershare Investor Services Limited  
Private Bag 92119  
Auckland 1142  
Fax: +64 9 488 8787

or such other person or address as EBOS may determine or by electronic means specified by EBOS from time to time.

### 3.2 Copies of Participation Notice

Shareholders who subsequently decide that they would like to participate in the Plan or wish to vary the level of their participation can request a Participation Notice from the EBOS share registrar at the address above or by contacting the registrar at:

Telephone: +64 9 488 8777  
Facsimile: +64 9 488 8787  
Email: [enquiry@computershare.co.nz](mailto:enquiry@computershare.co.nz)

### 3.3 Full participation unless stated otherwise

If the Participation Notice does not indicate the degree of participation, it will be deemed to be an application for full participation if it is otherwise correctly completed and signed.

### 3.4 Participation effective from first Record Date

- a) The record date for determining entitlements under the Plan is 5:00pm on the date fixed by EBOS for determining entitlements to a dividend ("**Record Date**").
- b) The last date for receipt of a Participation Notice for a particular dividend is the first business day (being a day the NZX Main Board is open for trading) after the relevant Record Date or such later date as may be set by the Board and advised to the market ("**Election Date**").
- c) Participation will be effective as to net proceeds of cash dividends payable or credited from the first Record Date after receipt by the EBOS share registrar of a properly completed Participation Notice or, if your Participation Notice is received after a Record Date but before 5pm on an Election Date, from the Record Date immediately preceding that Election Date.

### 3.5 Participation is personal

A Participation Notice will not attach to the Shares in respect of which it has been given, but will be personal to the Shareholder giving it.

## 4. ADDITIONAL SHARE ENTITLEMENT

### 4.1 Formula for Calculation of Additional Shares

a) The number of Additional Shares to be issued to a Shareholder who has elected to participate in the Plan (“a Participant”) in return for reinvesting the net proceeds of a cash dividend will be calculated in accordance with the following formula:

$$N = \frac{(PS \times D) + B}{P}$$

Where:

**N** is the number of Additional Shares which the Participant will receive;

**PS** is the number of Shares in respect of which an election to participate in the Plan has been made by the Participant at the Record Date (as determined in accordance with clause 3.4) (“Participating Shares”);

**D** is the net proceeds per Share (expressed in cents and fractions of cents, including any supplementary dividends in respect of Participating Shares payable to non-resident Shareholders but excluding any tax credits and after deduction of any resident and non-resident withholding (or other) taxes, if any) of cash dividends paid or credited on that Share by EBOS and which would otherwise have been paid to the holder of that Share in cash if the Shareholder had not elected to participate in the Plan;

**B** is the amount, if any, held to the order of the Participant under the Plan in accordance with clause 4.1(e) below as a result of rounding entitlements to Additional Shares when the Plan last operated.

**P** is the volume weighted average sale price in New Zealand dollars (expressed in cents and fractions of cents) for a Share calculated on all price setting trades of Shares which took place through the NZX Main Board over a period of 5 trading days immediately following the Record Date. If no sales of Shares occur during those 5 trading days, then the volume weighted average sale price will be deemed to be the sale price for a Share on the first price setting trade of Shares which took place after such trading days as determined by NZX Limited (“NZX”).

b) Any volume weighted average sale price so determined may be reasonably adjusted by EBOS to allow for any bonus issue or dividend or other distribution expectation. If, in the opinion of the Board, any exceptional or unusual circumstances have artificially affected the volume weighted average sale price so determined, EBOS may make such adjustment to that sale price as it considers reasonable. The determination of the price of the Additional Shares by the Board, or by some other person nominated by the Board, will be binding on all Shareholders with Participating Shares.

c) The Board may from time to time in its sole and absolute discretion discount the sale price. In such a case the formula set out above shall be amended to be:

$$N = \frac{(PS \times D) + B}{P \times (1-A)}$$

Where **A** is the percentage discount.

d) Where the number of Additional Shares calculated in accordance with the preceding provisions is not a whole number, then the number of Additional Shares a Participant receives will be rounded down to the nearest whole number of Shares.

e) Any net proceeds per Share as described in the definition of "D" in clause 4.1(a) above which are not applied to acquire a part of a Share because of clause 4.1(d) above, shall be held to the order of the Participant and applied under the Plan on the Participant's behalf the next time the Plan operates.

f) Should the Participant:

(i) terminate or cease his or her participation in the Plan, under clauses 8.3(b) or 8.4 of this Plan; or

(ii) cease to be a shareholder of EBOS,

any amount above NZ\$2.00, which at the time is held to the order of the Participant under clause 4.1(e) above, will be paid in cash to the Participant (or his or her successor in the event of cessation of participation due to the Participant's death) on the next dividend payment date. Amounts of NZ\$2.00 or less which are held to the order of the Participant at that time shall be forfeited.

#### 4.2 Share Price Information Publicly Available

EBOS will ensure that, at the time the price for the Additional Shares is set under clause 4.1, it will have no information that is not publicly available that would, or would be likely to, have a material adverse affect on the realisable price of the Shares if it was publicly available.

#### 4.3 Compliance with laws, listing rules and constitution

a) The Plan will not operate in relation to a dividend to the extent that the allotment or issue of Additional Shares under the Plan would breach any applicable law, any applicable listing rules ("**Listing Rules**") or any provision of EBOS' Constitution.

b) If and to the extent that the Plan does not operate for such reason in respect of a Participant's Participating Shares, the relevant dividend on the Participating Shares will, until such time as the issue is resolved, be paid or distributed in the same manner as to Shareholders not participating in the Plan.

## 5. OPERATION OF THE PLAN

### 5.1 Direction to apply dividend proceeds

By accepting this offer, each Participant directs EBOS to apply the net proceeds of every cash dividend to which the Plan applies payable or credited on the Participating Shares held by the Participant on the relevant dividend's Record Date as payment for the Additional Shares to be issued to the Participant, in accordance with the Plan.

Such direction shall continue until the Participant or EBOS terminates the Participant's participation in the Plan in accordance with these terms and conditions and shall not apply during any period which EBOS suspends the Plan or after EBOS has terminated the plan.

Notice of termination of, or variation in, participation in the Plan must be received prior to 5pm on the relevant Election Date (New Zealand time) to be effective for a particular dividend.

### 5.2 Issue of Additional Shares

EBOS will, on the day that a Participant would otherwise have been paid a dividend, issue the Additional Shares to that Participant in accordance with clause 4.

### 5.3 Terms of Issue and Ranking of Additional Shares

Additional Shares issued to Participants under the Plan will be issued on the terms set out in this Plan, and subject to the rights of termination, suspension and modification set out in clause 8, will not be issued on any other terms and will all be subject to the same rights as each other. The Additional Shares issued to Participants under the Plan will, from the date of issue, rank equally in all respects with each other and with all other Shares of EBOS on issue as at that date.

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## 6. SOURCE OF ADDITIONAL SHARES

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Additional Shares to be acquired by Participants under the Plan may, at the Board's discretion, be:

- a) new Shares issued by EBOS;
- b) existing Shares acquired by EBOS or a nominee or agent of EBOS and transferred to Participants; or
- c) any combination of (a) and (b) above.

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## 7. STATEMENT TO PARTICIPANTS

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Subject to clauses 2.3 and 2.4, EBOS will send to each Participant within five business days after each issue of Additional Shares pursuant to the Plan, a statement detailing in respect of that Participant:

- a) the number of the Participating Shares of the Participant as at the relevant Record Date;
- b) the amount of the cash dividend reinvested in respect of Participating Shares, and the amount paid in respect of Shares not nominated for participation in the Plan (if applicable);
- c) the amount of any tax deductions or withholding taxes in respect of the cash dividend;
- d) the issue price and number of Additional Shares issued under the Plan;
- e) advice as to the amount of any imputation or other taxation credit in respect of the cash dividend; and
- f) such other matters required by law with respect to dividends and/or reinvestment.

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## 8. TERMINATION, SUSPENSION AND MODIFICATION

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### 8.1 The Board's discretion

The Board of EBOS may, in its sole discretion, at any time:

- a) terminate, suspend or modify the Plan. If the Plan is modified, then a Participation Notice will be deemed to be a Participation Notice under the Plan as modified unless that Participation Notice is withdrawn by the Participant in accordance with clause 8.3; or
- b) resolve that participation will not apply to the whole or part of any dividend and that the applicable part will be paid in cash; or
- c) resolve that in the event of the subdivision, consolidation or reclassification of the Shares into one or more new classes of shares, that a Participation Notice will be deemed to be a Participation Notice in respect of the shares as subdivided, consolidated or reclassified unless such Participation Notice is subsequently changed or withdrawn by the Participant; or
- d) resolve that a Participation Notice will cease to be of any effect; or
- e) determine that Additional Shares will be issued at a discount to the market price of Shares, in accordance with clause 4.1.

## 8.2 Notice

- a) Notice of any termination, modification or suspension of the Plan under clause 8.1(a) will be given to you.
- b) Notwithstanding clause 8.2(a), EBOS may at any time, without the need of any notice:
  - (i) terminate, modify or suspend the Plan to comply with the Listing Rules, any applicable law, or any provision of EBOS' constitution; and
  - (ii) make minor amendments to the Plan where such amendments are of an administrative or procedural nature.

## 8.3 Variation or Termination by a Participant

A Participant may at any time:

- a) increase or decrease the number or percentage of Participating Shares by completing and sending a new Participation Notice to the EBOS share registrar; or
- b) terminate the Participant's participation in the Plan by written notice to that effect to the EBOS share registrar.

Such variation or termination will take effect from the first Record Date after receipt by the EBOS share registrar of the new Participation Notice or the written termination notice, as the case may be. However, if the new Participation Notice or written termination notice is received after a Record Date but before 5pm on the Election Date, such variation or termination will take effect from the Record Date immediately preceding that Election Date. Written notice of the variation or termination should be sent to the EBOS share registrar at the address above.

## 8.4 Death of Participant

If a Participant dies, participation by that Participant will cease from the first Record Date after receipt by the EBOS share registrar of a notice of death in a form acceptable to EBOS. However, if the notice of death is received after a Record Date but before 5pm on an Election Date, participation by that Participant will cease from the Record Date immediately preceding that Election Date. Death of one of two or more joint Participants will not automatically terminate participation.

# 9. REDUCTION OR TERMINATION OF PARTICIPATION WHERE NO NOTICE GIVEN

## 9.1 Dispositions where Partial Participation

Where a Participant in respect of some but not all of its Shares, disposes of some of its Shares then, unless the Participant notifies EBOS otherwise in writing:

- a) the Shares disposed of will be the Participant's non-participating Shares; and
- b) if the number of Shares disposed of is greater than the number of the Participant's Shares not nominated for participation in the Plan, the Participant will be deemed to have terminated its participation in the Plan in respect of all remaining Shares held by that Participant from the date EBOS registers a transfer of those Shares.

## 9.2 Partial Dispositions where Full Participation

If a Participant with full participation disposes of part of its holding of Shares without first giving the EBOS share registrar written notice terminating the Participant's participation in the Plan, the Participant will be deemed to have terminated its participation in the Plan with respect to the Shares disposed of by it from the date EBOS registers a transfer of those Shares.

## 9.3 Dispositions of all Shares

If a Participant disposes of all of its holding of Shares without first giving the EBOS share registrar written notice terminating the Participant's participation in the Plan, the Participant will be deemed to have terminated its participation in the Plan from the date EBOS registers a transfer of those Shares.

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## 10. TAXATION

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For New Zealand and Australian tax purposes, shareholders who reinvest the net proceeds of their cash dividends to acquire further Shares via participation in the Plan should be treated in the same way as if they had not participated. This means that Shareholders who participate in the Plan should derive dividend income of the same amount that they would have derived had they not participated. The taxation summary above is based on New Zealand and Australian taxation laws as at the date of this Offer Document and is, of necessity, general. It does not take into account the circumstances of individual Shareholders and the specific tax consequences to them of participation or non-participation in the Plan, which may vary considerably. Shareholders (both New Zealand and non-resident Shareholders) should not rely on this general summary but should seek their own tax advice. EBOS does not accept any responsibility for the financial or taxation effects of a Shareholder's participation or non-participation in the Plan.

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## 11. COSTS

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There are no charges for participation or withdrawal from the Plan. No brokerage costs will be incurred on the issue of Additional Shares.

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## 12. STOCK EXCHANGE LISTING

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The Plan is subject to the Listing Rules and in the event of any inconsistency between the Plan and the Listing Rules, the Listing Rules will apply.

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## 13. INFORMATION FOR AUSTRALIAN SHAREHOLDERS

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The offer of Additional Shares under the Plan does not require disclosure for the purposes of section 706 of the Corporations Act 2001 (Cth.)

Australian resident Shareholders should note that EBOS is not licensed to provide financial product advice in relation to the Additional Shares offered under the Plan, and this Offer Document does not constitute financial product advice. Shareholders should contact their professional advisers if they have questions about how the Plan will apply to them. There is no cooling-off regime that applies in respect of the issue of Shares under the Plan.

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## 14. GOVERNING LAW

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This Offer Document and the Plan, and its operation, will be governed by the laws of New Zealand.

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## 15. OTHER INFORMATION

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A copy of EBOS' most recent Annual Report, and financial statements are available to Shareholders free of charge by writing to:

The Company Secretary  
EBOS Group Limited  
108 Wrights Road  
P O Box 411  
Christchurch

or an electronic copy can be downloaded from EBOS' website [www.ebosgroup.com](http://www.ebosgroup.com).

