



15 November 2016

## INTRODUCTION OF DIVIDEND REINVESTMENT PLAN

OFX Group Limited (**OFX**) wishes to announce the implementation of a Dividend Reinvestment Plan (**DRP**).

The DRP provides a convenient way for eligible shareholders to increase their shareholding in OFX by reinvesting all or part of their eligible dividend entitlement in ordinary shares.

The DRP will be available to all Australian and New Zealand Resident shareholders who hold ordinary shares in OFX as at the relevant Record Date.

A copy of the DRP Rules and a Summary are attached to this announcement.

The DRP will not apply to the FY17 interim dividend.

The Board of OFX will determine whether the DRP will apply to the FY17 final dividend at the time it considers the determination to pay a dividend.

A letter will be sent to shareholders containing further information and nomination form.

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### **About OFX Group (ASX:OFX)**

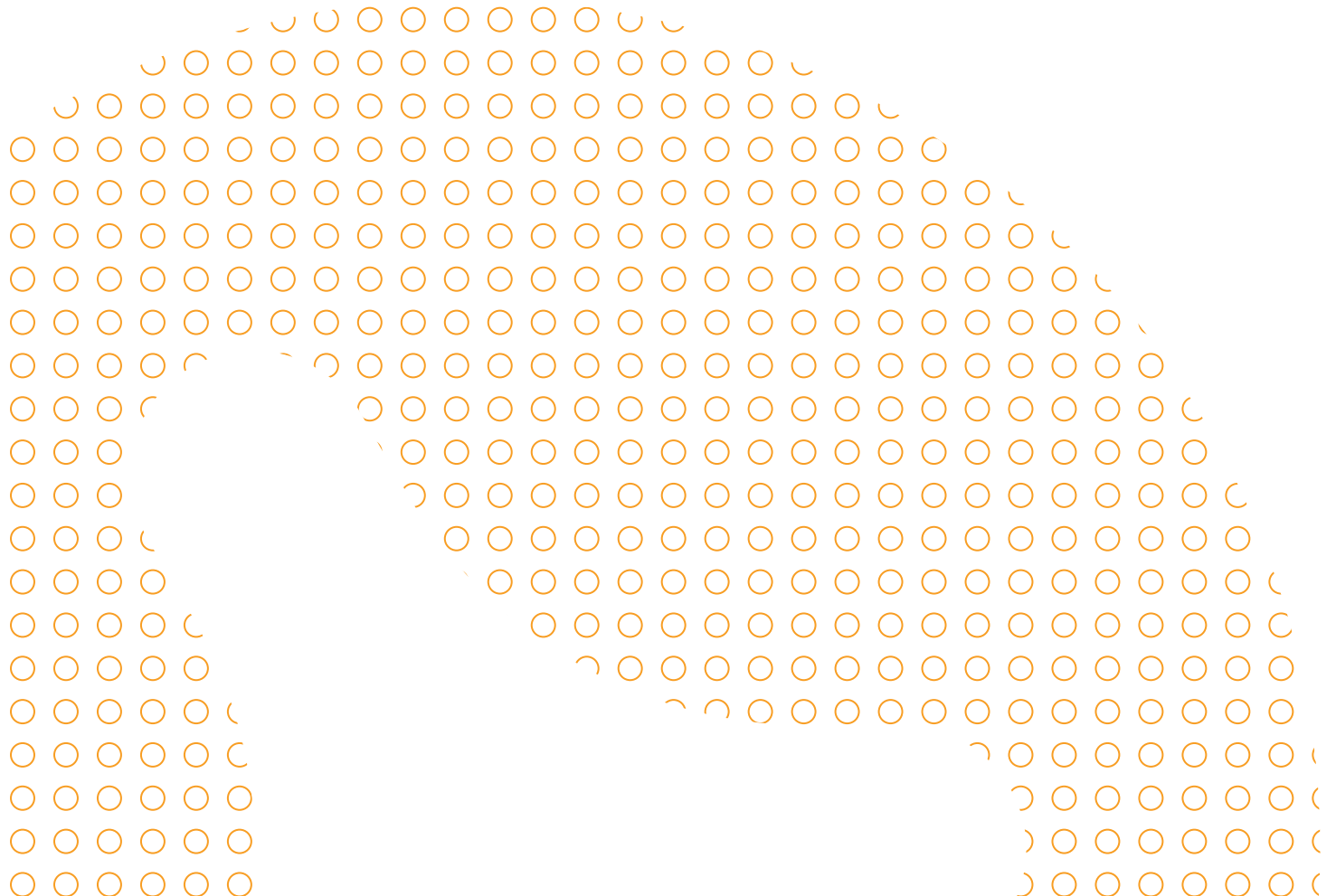
OFX Group Limited is a global provider of online international payment services for consumer and business clients. It has offices in 6 locations. The OFX Group provides services under the brands OzForex, UKForex, CanadianForex, USForex, NZForex, Tranzfers and ClearFX. To support our increased focus on marketing and people, we are launching a new single global brand in December, OFX, using a single domain name, [www.ofx.com](http://www.ofx.com).



# OUR FUTURE IS CLEAR

## DIVIDEND REINVESTMENT PLAN

OFX Group Limited  
ACN 165 602 273





**OFX Group Limited ABN 12 165 602 273**

## **Chairman's Letter**

Dear Shareholder

The Directors of OFX Group Limited have established the Dividend Reinvestment Plan to provide you with the opportunity of reinvesting your dividends in ordinary shares in OFX Group Limited free of brokerage, commissions and other transaction costs.

Details of the Dividend Reinvestment Plan together with the Dividend Reinvestment Plan Rules are incorporated in this booklet to enable you to decide whether the Dividend Reinvestment Plan suits your investment requirements.

You should read this information carefully.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Sargent', written in a cursive style.

**Steven Sargent**  
**Chairman**



## Summary of the OFX Group Limited Dividend Reinvestment Plan

**Note:** *You should read the detailed Rules of the Dividend Reinvestment Plan set out in this booklet and not rely on this Summary. In the event of any inconsistency between the Rules of the Dividend Reinvestment Plan and this Summary, the Rules of the Dividend Reinvestment Plan will prevail. Any information provided by OFX Group Limited in this booklet is of a general nature only and does not take into account your personal circumstances. You should consult your own financial or legal adviser if you are unsure about what is the best option for you. You should also seek your own taxation advice before deciding what is best for you.*

The OFX Group Limited Dividend Reinvestment Plan provides holders of ordinary shares in OFX Group Limited with a convenient method of reinvesting all or part of their dividends in ordinary shares in OFX Group Limited, as follows:

- All shareholders are eligible to participate in the Dividend Reinvestment Plan (other than those shareholders who have registered addresses in places where the Directors determine that participation would require the issue of a prospectus under overseas law).
- All shareholders may elect to participate in the Dividend Reinvestment Plan either in full or partial.
- For each dividend, the Board in its complete discretion will determine whether to issue new shares or to cause the transfer of shares to participants, or to apply a combination of both options. The Board may also, in its discretion, arrange for the Dividend Reinvestment Plan to be fully or partially underwritten in respect of any dividend.
- The allocation of shares under the Dividend Reinvestment Plan will not be subject to brokerage, commission, or other transaction costs. Participants are responsible for any taxes or other imposts assessed against or imposed on a participant.
- Shares allocated under the Dividend Reinvestment Plan will rank equally with existing issued fully paid ordinary shares of OFX Group Limited.

### To Join the Dividend Reinvestment Plan

Application to participate in the Dividend Reinvestment Plan should be made on the DRP Notice specifying either full or partial participation.

Upon receipt by OFX Group Limited's Share Registrar, Computershare Investor Services Pty Limited (**Computershare**) of the DRP Notice properly completed in accordance with the instructions provided the participant will participate commencing on the next Record Date. If partial participation is elected, the number of ordinary shares to participate in the Dividend Reinvestment Plan must be nominated.

### Variation of Participation or Withdrawal

Participants may give a notice to Computershare at any time (issued in accordance with the Dividend Reinvestment Plan Rules) increasing or decreasing the number of shares participating in the Dividend Reinvestment Plan or terminating participation in the Dividend Reinvestment Plan.

A notice will be effective in relation to a forthcoming dividend if it is received by OFX Group Limited on or before 5.00 pm (Sydney time) on the next Business Day after the relevant Record Date for that dividend.

### **Tax**

OFX Group Limited takes no responsibility for any taxation liabilities of participants and makes no representations or warranties that any participants will gain any taxation advantage, or will not incur a taxation liability or disadvantage, as a result of participation in the Dividend Reinvestment Plan.

It is recommended that professional financial advice be obtained by participants in the Dividend Reinvestment Plan.

### **Modification and Termination of the Dividend Reinvestment Plan**

The Dividend Reinvestment Plan may be varied, suspended or terminated by the Directors of OFX Group Limited at any time by giving participants notice in such form as the Directors or a committee of the Directors validly appointed in accordance with the OFX Group Limited's Constitution, determine is appropriate.



## **OFX Group Limited ABN 12 165 602 273**

### **Dividend Reinvestment Plan Rules**

These Dividend Reinvestment Plan Rules were approved by the Board of OFX Group Limited on 14 November 2016.

#### **1. Participation in the Dividend Reinvestment Plan (DRP)**

- 1.1. Participation in the DRP is subject to these Rules.
- 1.2. Participation in the DRP is optional at the election of each Shareholder unless a Shareholder is otherwise excluded from participation under these Rules.
- 1.3. Any Shareholder having a registered address or being resident in a country other than Australia and New Zealand may not be eligible to participate in the DRP because of the legal requirements applying in such country. The Board has the discretion to determine whether any such Shareholder is excluded from the DRP.
- 1.4. The Board has the discretion to refuse to accept a Shareholder's participation in the DRP and to suspend or withdraw a Shareholder's participation in the DRP if the Board considers that the participation of that Shareholder might lead to foreign persons or associates of foreign persons acquiring a significant interest or an aggregate significant interest in OFX Group Limited for the purposes of any foreign investment legislation or that the Shareholder is a person whose participation, or to whom the making of an offer or invitation to participate, in the DRP would, in the opinion of the Board, be unlawful, impractical, impossible, would require the issue of a prospectus or other offer document or would have an adverse effect on the regulatory approvals or licences which OFX Group Limited holds or for which it intends to apply.

#### **2. Application to Participate in the DRP**

- 2.1. Application to participate in the DRP is to be made on a DRP Notice. To participate in the DRP for a particular dividend, a duly completed DRP Notice must be received by the Share Registry no later than the Business Day after the Record Date for that dividend.
- 2.2. The Board may in its absolute discretion accept or reject any DRP Notice, or discontinue participation of a Participant at any time, without being bound to give any reason for doing so correct any error in, or omission from a DRP Notice.

#### **3. Level of Participation**

- 3.1. A Shareholder may elect to participate in the DRP either in full or partial, subject to any minimum and/or maximum number of Shares that may participate in the DRP, as may be determined by the Board.
- 3.2. Under full participation, all Shares registered in the Participant's name including Shares issued pursuant to the DRP, will participate in the DRP.

- 3.3. Under partial participation, only that number of Shares specified in the DRP Notice by the Shareholder will participate in the DRP. If at the relevant Record Date the number of Shares held by the Participant is less than the number of Shares specified as participating in the DRP, then the DRP in respect of that dividend payment will apply to the lesser number of Shares. Where a Shareholder is a partial Participant, all Shares subsequently acquired by the Shareholder, whether under the DRP or otherwise, will only participate in the DRP to the extent that the Shareholder alters their participation level in accordance with clause 8.
- 3.4. If a DRP Notice does not indicate the level of participation in the DRP, it will be deemed to be an application for full participation.
- 3.5. A DRP Notice must be lodged for each shareholding account which a Shareholder wishes to participate in the DRP, and each shareholding account of a Shareholder will be treated separately for all purposes under the DRP.

#### **4. Operation of the DRP**

- 4.1. Each dividend which is payable to a Participant in respect of Shares subject to the DRP and which is available for payment to the Participant will be applied by OFX Group Limited on the Participant's behalf in acquiring or subscribing for additional Shares.
- 4.2. For each dividend, the Board in its complete discretion will determine whether to issue new Shares or to cause the transfer of Shares to a Participant, or to apply a combination of both options, to satisfy the obligations of OFX Group Limited under these Rules. The Board may also in its discretion arrange for the DRP to be fully or partially underwritten in respect of any dividend.
- 4.3. If the Board determines to cause the transfer of Shares to Participants, the Shares may be acquired in the market in such manner as the Board considers appropriate.
- 4.4. OFX Group Limited will establish and maintain a DRP account for each Participant.
- 4.5. OFX Group Limited will in respect of each dividend payable to a Participant:
  - 4.5.1. determine the amount of the dividend payable (less withholding tax if applicable) in respect of that Participant's Shares subject to the DRP;
  - 4.5.2. credit the amount to the Participant's DRP account;
  - 4.5.3. determine the maximum whole number of additional shares which may be acquired under the DRP at the Price using the amount (including any retained cash balance) in the Participant's DRP account and rounded down to the nearest whole Share;
  - 4.5.4. on behalf and in the name of the Participant, allot or cause the transfer of the number of additional Shares calculated under clause 4.5.3 and debit the Participant's DRP account with the total of the subscription price or the acquisition amount (as the case may be) for the additional Shares; and
  - 4.5.5. retain in the Participant's DRP account, without interest, any cash balance remaining after the application of clause 4.5.4.
- 4.6. The Shares will be transferred or allotted under the DRP at the Price less a discount (if any) determined by the Board from time to time. For the purpose of these rules, "**Price**" means the price at which Shares will be issued or transferred under the DRP and will be the arithmetic average of the daily volume weighted average market price (rounded to the nearest cent) of all Shares sold through a Normal Trade on the ASX automated trading system during the 10 Trading Day period commencing on the second Trading Day after the Record Date to determine entitlements to that dividend or such other period determined by the Board or a committee of the Board validly appointed in accordance with OFX Group Limited's Constitution

(in their absolute discretion) less any discount the Directors may determine from time to time and announce to the ASX.

- 4.7. **“Normal Trade”** means all trades excluding trades defined in the ASX Operating Rules as “Special Crossings”, crossings prior to the commencement of normal trading or during the closing phase or after hours adjustment phase, trades pursuant to the exercise of options over Shares, overnight trades, overnight crossings, any overseas trades and any other trade determined by the Board in its complete discretion to not be reflective of normal trading in Shares or natural supply and demand.
- 4.8. The weighted average market price referred to above will be calculated by the Board or another suitable person nominated by the Board, by reference to information the Board approves for the purpose from time to time. The determination by the Board or some other person nominated by the Board of the price will be binding on all Participants.

## **5. Issue or transfer of Shares under the DRP**

- 5.1. Shares issued under the DRP will be issued in accordance with the ASX Listing Rules and, from the date of issue, will rank equally in all respects with existing Shares.
- 5.2. Shares issued or transferred under the DRP will be issued or transferred within the time required by the ASX Listing Rules and will be registered on the register where the Participant's holding of Shares is currently registered.

## **6. Costs to Participants**

No brokerage, commission, or other transaction costs will be payable by Participants in respect of Shares transferred or issued under the DRP. However, OFX Group Limited does not assume liability for any taxes or other imposts assessed against or imposed on a Participant.

## **7. DRP Statements**

On, or as soon as practicable after, each dividend payment date, OFX Group Limited will send to each Participant a statement detailing:

- 7.1.1. the number of the Participant's Shares subject to the DRP as at the relevant Record Date;
- 7.1.2. the amount of dividend payable to the Participant (less withholding tax if applicable) in respect of the Shares subject to the DRP;
- 7.1.3. the amount in the Participant's DRP account immediately prior to the payment of the relevant dividend;
- 7.1.4. the number of Shares transferred or allotted to the Participant under the Rules of the DRP;
- 7.1.5. the cash balance (if any) retained in the Participant's DRP account after deduction of the amount payable for the issue or transfer of the additional Shares;
- 7.1.6. the Participant's total holding of Shares after the issue or transfer of additional Shares; and
- 7.1.7. the extent to which the dividend is franked.

## **8. Variation or termination of participation**

- 8.1. Subject to clause 12, a Participant may at any time give a DRP Notice to the Share Registrar:



- 8.1.1. increasing or decreasing the number of Shares participating in the DRP; or
- 8.1.2. terminating participation in the DRP.
- 8.2. In order for an alteration or termination to take effect in respect of a particular dividend, a duly completed DRP Notice must be received by the Share Registrar no later than the Business Day after the Record Date for that dividend.
- 8.3. If a Participant increases the level of participation in the DRP to full participation, all of the Participant's Shares as at the date of the DRP Notice and all Shares subsequently acquired by the Participant (including Shares acquired under the DRP) will participate in the DRP.
- 8.4. If a Participant increases or decreases the level of participation in the DRP to below full participation, only that number of Shares specified in the DRP Notice will participate in the DRP and no Shares subsequently acquired by the Participant (including Shares acquired under the DRP) will participate in the DRP.
- 8.5. If a Participant dies, participation in the DRP will be terminated upon receipt by OFX Group Limited of written notice of the death. If a Participant is declared bankrupt or is wound up, participation in the DRP will be terminated upon receipt by OFX Group Limited of a notification of bankruptcy or winding up from the Participant or the Participant's trustee in bankruptcy or liquidator, as the case may be. The death, bankruptcy or winding up of one or more joint holders will not automatically terminate participation.
- 8.6. On termination of participation for whatever reason, OFX Group Limited will forward to the Participant a notice acknowledging termination. When a Participant has terminated or is deemed to have terminated participation in the DRP, any residual cash balance in the Plan account relating to the Participant will be returned to the Participant.

## **9. Reduction or termination of participation where no notice is given**

- 9.1. Where all of a Participant's Shares are subject to the DRP and the Participant disposes of part of those Shares then, unless the Participant advises OFX Group Limited otherwise, the remaining Shares held by the Participant will continue to participate in the DRP.
- 9.2. Where some of a Participant's Shares are subject to the DRP and the Participant disposes of part of that shareholding, then unless the Participant advises OFX Group Limited otherwise, the Shares disposed of will be deemed to be Shares not participating in the DRP. If the number of Shares disposed of is more than the number of the Participant's Shares not participating in the DRP, the disposal will be deemed to include all the Participant's shareholding not participating in the DRP, and the balance (if any) will be attributed to Shares participating in the DRP.
- 9.3. Where a Participant disposes of all Shares without giving OFX Group Limited notice of termination of participation, the Participant will be deemed to have terminated participation in the DRP with respect to the shareholding on the last date OFX Group Limited registered a transfer or instrument of disposal of the Participant's holding.

## **10. Variation, suspension, recommencement and termination of the DRP**

- 10.1. The DRP may be varied, suspended, recommenced or terminated by the Board at any time. The variation, suspension, recommencement or termination will take effect on the date specified by the Board. The Board may give written notice of any such variation, suspension, recommencement or termination as it considers appropriate. A variation, suspension, recommencement or termination of the DRP will not be invalidated by the accidental omission to give notice of the variation, suspension, recommencement or termination to a Shareholder and will not give rise to any liability on the part of, or right or action against, the Board or OFX Group Limited.

10.2. A Participant continues to participate in the DRP following any variation, suspension or recommencement of the DRP unless OFX Group Limited is notified in writing to the contrary by the Participant.

## **11. Securities Exchange Listing**

OFX Group Limited will apply from time to time (as new Shares are issued under the DRP) for the new Shares issued under the DRP to be listed for quotation on the ASX and on any other stock exchange or exchanges as may from time to time have accepted Shares for listing.

## **12. Applications and notices**

12.1. Applications and notices to OFX Group Limited must be in writing and in accordance with the forms prescribed by OFX Group Limited from time to time.

12.2. The applications and notices will be effective upon receipt by OFX Group Limited's Share Registrar subject to:

12.2.1. these Rules;

12.2.2. in the case of applications, acceptance by OFX Group Limited; and

12.2.3. receipt by OFX Group Limited by 5.00 pm (Sydney time) on the next Business Day after the relevant Record Date for determining entitlements to dividends.

12.3. Applications or notices received after 5.00pm (Sydney time) on the next Business Day after the relevant Record Date will not be effective in respect of that dividend payment but will be effective from the next relevant Record Date.

12.4. Except to the extent that these Rules expressly provide otherwise, OFX Group Limited may provide notice under these Rules in any manner (including, but not limited to, by public announcement, advertisements in any newspapers circulating generally in Australia, notice on OFX Group Limited's website, announcement to the ASX or mailed written notices) which the Board considers appropriate to bring the matter or event for which notice is required under these Rules to the notice of the Participants or Shareholders, as the case may be, having regard to the nature of the event for which notice is being given.

## **13. General**

13.1. Any dividend payable on Shares which a Participant has nominated as participating in the DRP and which dividend OFX Group Limited is entitled to retain, in whole or part, as a result of a charge, lien or similar right in favour of OFX Group Limited in accordance with the Constitution of OFX Group Limited or otherwise, will not be available for the purpose of participating in the DRP.

13.2. These Rules will be binding upon all Shareholders.

13.3. The Board may implement and administer the DRP in the manner the Board thinks fit. Without prejudice to the general powers of the Board under these Rules, the Board may settle in the manner as the Board thinks fit any difficulty, anomaly or dispute which may arise in connection with, or by reason of, the operation of the DRP, whether generally or in relation to any Shareholder or Participant or shareholding account or any Share or Shares and the determination of the Board will be conclusive and binding on all Shareholders and other persons to whom the determination relates.

13.4. The Board may delegate to any one or more persons, for such period and on such conditions as they may determine, the exercise of any of its powers or discretions arising under the DRP.

13.5. Neither OFX Group Limited nor any officer of OFX Group Limited will be liable or responsible to any Participant for any loss or alleged loss or disadvantage suffered or incurred by a

Participant as a result, directly or indirectly, of the establishment or operation of the DRP or participation in the DRP or in relation to any advice given with respect to participation in the DRP.

13.6. These Rules are governed by the law applying in New South Wales, Australia.

#### 14. Definitions

In these Rules, unless the context otherwise requires:

**ASX** means ASX Limited (ACN 008 624 691) or the market operated by it as the context requires.

**ASX Listing Rules** means the Listing Rules of the ASX as varied from time to time.

**Board** means the board of directors of OFX Group Limited.

**Business Day** has the meaning given to that term from time to time in the ASX Listing Rules, being as at the date of these Rules, Monday to Friday inclusive, except new Year's Day, Good Friday, Easter Monday, Christmas Day, Boxing Day, and any other day that ASX declares is not a business day.

**DRP** means the OFX Group Limited Dividend Reinvestment Plan as varied from time to time.

**DRP Notice** means a notice in such form as OFX Group Limited may from time to time require.

**Normal Trade** has the meaning set out in clause 4.7.

**Participant** means a Shareholder whose application to participate in the DRP in respect of a particular shareholding has been accepted by OFX Group Limited.

**Price** has the meaning set out in clause 4.6.

**Record Date** is as defined in the ASX Listing Rules.

**Rules** means these DRP rules as varied from time to time.

**Shares** means fully paid ordinary shares in the capital of OFX Group Limited.

**Shareholder** means a registered holder of Shares.

**Share Registrar** means Computershare Investor Services Pty Limited, OFX Group Limited's share registrar.

**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.