

Dividend Reinvestment Plan

Collins Foods Limited (ASX: CKF)
ACN 151 420 781

March 2022

A. Important Notes

This is an important document. You should read the Terms and Conditions carefully. Any information provided by Collins Foods Limited in this booklet is of a general nature only and does not take into account your personal circumstances.

If you have any doubts about how you should proceed, you should seek independent legal and financial advice from your lawyer, stockbroker, accountant and/or other professional adviser.

B. Frequently Asked Questions

Capitalised terms used in this section are defined in the Terms and Conditions in Section C of this booklet.

1. What is the Dividend Reinvestment Plan?

The DRP allows eligible Shareholders to elect to apply some or all of their dividends to the purchase of Shares instead of receiving cash. It is a simple and cost effective way to increase your shareholding in Collins Foods over time.

If you choose to participate in the DRP, the cash dividend you would normally receive will be used to fund the issue of new Shares or to fund the acquisition on-market of existing Shares, or a combination of both, at a price calculated in the manner described below.

2. Am I eligible to participate?

You are eligible to participate in the DRP if you hold Shares and your registered address is in Australia or New Zealand.

Participation in the DRP is non-transferable. Please see the Terms and Conditions for further information regarding eligibility.

3. How do I participate or change my level of participation in the DRP?

You can join the DRP at any time, and can choose to participate fully or partially.

If you wish to commence or vary your participation for a particular dividend, you must make your election online at www.computershare.com.au/easyupdate/CKF before 5.00pm (Sydney time) on the first business day following the Record Date for that dividend, or such later date as the Board may determine.

4. What if I have more than one shareholding?

You will need make a separate online election for each shareholding registered under different names or for each shareholding that has a different shareholder registration number.

5. Is there a cost to participate?

Collins Foods will meet all brokerage, commission, stamp duty or other costs relating to the issue of shares under the DRP, as well as the costs of administering the DRP.

6. Is participation compulsory?

Participation by eligible Shareholders is completely optional and you should consider seeking independent legal or financial advice before deciding whether to participate in the DRP.

7. Do I need to do anything if I do not want to participate in the DRP?

No. If you wish to continue to receive your dividend in cash for all the Shares you hold, you do not have to do anything.

8. How many Shares will I receive?

On each occasion that Collins Foods pays a dividend on Shares, the Directors shall allot or purchase and transfer (as appropriate) to each Participant the number of Shares ascertained by the following formula:

$$[(S \times D) + R] / C$$

where:

S is the number of DRP Shares;

D is the amount of the dividend paid to the Participant (less any applicable withholding tax) in respect of one Participating Share (expressed in terms of cents and fractions of cents);

R is the residual cash balance (if any) from a previous dividend on the Participant's Participating Shares; and

C is the price at which shares are allotted or transferred, being the arithmetic average of the daily volume weighted average market price (rounded up to the nearest cent) of all Shares sold on the ASX during the Pricing Period, or such other period as the Directors determine and announce to the ASX, less a discount (if any) as the Board may notify to the ASX from time to time in its discretion.

The Board has absolute discretion to decide on another pricing period, or to determine additional or alternative pricing periods, and to vary those periods, as detailed in the Terms and Conditions.

9. How will I know how many Shares are issued or transferred to me?

After each allotment or transfer of Shares under the DRP, Participants will be sent a statement setting out the number of DRP Shares allotted or transferred to the Participant, among other details. For further information regarding statements, see clause 11 of the Terms and Conditions.

10. Will the Shares issued or transferred under the DRP be the same as my existing Shares?

Yes. The Shares you receive under the DRP will rank equally in all respects with existing Shares, including participation in dividends.

11. Can I sell the Shares issued or transferred to me under the DRP?

Yes, you can sell your Shares at any point in time, including Shares you have received under the DRP. Shares that are sold will be removed from the DRP. Where you have chosen to partially participate in the DRP, and you elect to sell some of your Shares, the Shares sold will be taken to be Non-DRP Shares.

If you sell or dispose of all of your Shares, your participation under the DRP will terminate.

12. What are the tax implications of participating in the DRP?

Collins Foods recommends that Participants seek independent financial and taxation advice in relation to any taxation of the Shares issued or transferred to them under the DRP.

13. Can the rules of the DRP be changed?

The Board can change the Terms and Conditions at any time. The Board also can decide to suspend or terminate the DRP if they consider it expedient to do so. Any change, suspension or termination will be communicated to Participants in a manner which the Board considers appropriate.

14. Where can I obtain further information?

For further information regarding the DRP, please contact the Share Registry, Computershare Investor Services on 1300 850 505 (within Australia) or +61 3 9415 4000 (outside Australia).

C. Terms and Conditions

1. Definitions and interpretation

1.1 Definitions

In these Terms and Conditions:

ASX means the ASX Limited ABN 98 008 624 691.

Board means the board of Collins Foods as defined in the Constitution.

Business Day means 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.

Collins Foods means Collins Foods Limited ACN 151 420 781 (ASX: CKF).

Constitution means the Constitution of Collins Foods as amended or added to from time to time.

Directors means the members of the Board of Collins Foods.

DRP means the Collins Foods Dividend Reinvestment Plan established in accordance with these Terms and Conditions and implemented and maintained by the Directors pursuant to the Constitution.

DRP Notice means a written notice in such form as Collins Foods may from time to time require.

DRP Shares means Shares in respect of which a Shareholder has elected to participate in the DRP.

Listing Rules means the official Listing Rules of the ASX as in force from time to time.

Market Price of the Shares has the meaning given in clause 7(b).

Non-DRP Shares means Shares in the capital of Collins Foods not subject to the DRP.

Participant means a Shareholder some or all of whose Shares are DRP Shares.

Pricing Period means the period of 10 trading days commencing on the second trading day after the Record Date to determine entitlements to that dividend or such other period determined by the Directors (in their absolute discretion).

Record Date means the date nominated by the Directors for the purpose of identifying the Shareholders who are entitled to receive a particular issue of dividends.

Share Registry means Computershare Investor Services Pty Ltd ABN 48 078 279 277 or such other party appointed to manage the share registry of Collins Foods from time to time.

Shares means fully paid ordinary Shares in the capital of Collins Foods.

Shareholder means a person holding Shares.

Terms and Conditions means the terms and conditions of the DRP as set out in this document and as amended from time to time in accordance with clause 18 and the Constitution.

Trading Rules has the meaning given in clause 16(b).

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; and
- (d) a word or expression in the Terms and Conditions that deals with a matter dealt with by a provision of the Constitution has the same meaning as in that provision.

2. Terms and Conditions

These Terms and Conditions are subject to all applicable law, the Listing Rules and to the Constitution.

3. Participation in the DRP

- (a) Participation in the DRP is optional and non-transferable and subject to the Terms and Conditions.
- (b) If, in the reasonable and sole opinion of the Directors, the issue or transfer of the Shares by Collins Foods or the holding of those Shares by the relevant Participant, or the investigation of the possibility of such issue, transfer or holding, may breach any provision of applicable law or is otherwise in the sole opinion of the Directors undesirable, impractical or inconvenient, the Directors may at any time and from time to time:
 - (i) decline to issue or transfer Shares under the DRP;
 - (ii) reduce the issue or transfer of Shares under the DRP on a proportionate basis; and/or
 - (iii) reduce or suspend the participation in the DRP by any Participant.
- (c) Shareholders who are residents of and whose registered address is in Australia or New Zealand are eligible to participate in the DRP.
- (d) Otherwise, participation in the DRP is only open to those Shareholders to whom the Directors resolve from time to time to make the DRP available.
- (e) It is the responsibility of each eligible Shareholder to obtain any necessary governmental, regulatory or other approvals and consents necessary to enable that Shareholder to participate in the DRP.

4. Degree of participation

- (a) A Shareholder may participate in the DRP in respect of all their Shares or in respect of some only of those Shares.
- (b) If a Shareholder wishes all of their Shares to become DRP Shares they shall lodge a duly completed and executed DRP Notice electing full participation.
- (c) If a Shareholder wishes only some of their Shares to become DRP Shares they 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.
- (d) A Shareholder may elect in a DRP Notice to have a greater number of Shares than that held by the Shareholder as at the date of the DRP Notice participate in the DRP. In that case, the lesser of:
 - (i) the number of Shares so specified in the DRP Notice; or
 - (ii) the number of Shares actually held by the Participant on the relevant Record Date,will be DRP Shares.
- (e) Where the Shareholder is a full Participant in the DRP then all Shares subsequently acquired by the Shareholder whether under the DRP or otherwise shall be DRP Shares.
- (f) Where a Shareholder is a partial Participant, then Shares subsequently acquired by the Shareholder whether under the DRP or otherwise shall, subject to clause 4(d) above,

only be DRP Shares to the extent that the Shareholder so elects in a DRP Notice in accordance with clause 12 below.

- (g) Where a Shareholder does not indicate the degree of participation in the DRP Notice, that DRP Notice may, without notice to the Shareholder and at the discretion of the Directors, be rejected or be taken to be a DRP Notice for full participation.
- (h) Collins Foods shall not be liable to the Shareholder for any loss, damage or claim in respect of either the Shareholder's participation or non-participation (as the case may be) pursuant to the exercise by Collins Foods of its discretion.

5. Application for participation

Application must be made on a duly completed and executed DRP Notice.

6. Operation of DRP

- (a) The Directors, in their complete discretion, will determine with respect to the operation of the DRP for any dividend 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 Collins Foods under these Terms and Conditions. If the Directors determine to cause the transfer of Shares to Participants, the Shares may be acquired in the market in such manner as the Directors consider appropriate.
- (b) Collins Foods will establish and maintain a DRP account for each shareholding account of each Participant. Collins Foods will in respect of each dividend payable to a Participant:
 - (i) determine the amount of that dividend payable in respect of the Participant's DRP Shares;
 - (ii) determine (where applicable) the Australian withholding tax deductible by Collins Foods in respect of the dividend, and any other sum Collins Foods is entitled to retain in respect of the DRP Shares;
 - (iii) credit the amount in clause 6(b)(i) and debit any amount in clause 6(b)(ii) to the Participant's DRP account;
 - (iv) determine the maximum whole number of Shares which can be acquired under these Terms and Conditions by dividing the amount in the Participant's DRP account by the price determined under clause 7(a) of these Terms and Conditions and rounded down to the nearest whole Share;
 - (v) allot or cause the transfer of that number of Shares to the Participant and debit the subscription amount or the acquisition amount (as the case may be) against the balance in the Participant's DRP account; and
 - (vi) carry forward any residual positive balance in the Participant's DRP account. No interest will accrue in respect of any such residual positive balances.
- (c) Shares will not be issued under the DRP if the issue of those Shares would be in breach of any applicable law or, in the opinion of the Directors, would be undesirable or impractical.

7. Allotment and transfer price

- (a) Each Share allotted or transferred under the DRP will be allotted or transferred at the Market Price of the Shares less such discount (if any) of the Market Price of the Shares as the Directors may determine from time to time and notify to the ASX.

- (b) For the purposes of these Terms and Conditions, the expression "**Market Price of the Shares**" shall mean the arithmetic average of the daily volume weighted average market price (rounded up to the nearest cent) of all Shares sold on the ASX during the Pricing Period, or such other period as the Directors determine and announce to the ASX.
- (c) The arithmetic average of the daily volume weighted average market price to be used for the purposes of these Terms and Conditions may be calculated excluding any transaction defined in the ASX operating rules as special crossings, crossings prior to the commencement of normal trading, overnight trades, crossings during the closing phase and the after-hours adjust phase, any overseas trades or trades pursuant to the exercise of options over shares, and excluding other trades that the Directors consider not to be fairly reflective of natural supply and demand. The calculation may be made by the Directors or a similarly qualified person nominated by the Directors, and may be determined by reference to such information as the Directors approve for the purpose from time to time, and, in the absence of manifest error, is binding on Participants.

8. Allotments under DRP

Shares allotted under the DRP will:

- (a) be allotted in accordance with the Listing Rules;
- (b) be transferred to the Shareholder on, or as soon as practicable after:
 - (i) the relevant dividend payment date; or
 - (ii) such other date as may be determined by the Directors in their absolute discretion and announced to the ASX;
- (c) rank equally with other fully paid Shares; and
- (d) be registered on a register chosen by Collins Foods where the Participant already holds Shares.

9. Underwriting

Collins Foods may cause an issue of Shares under the DRP to be underwritten, wholly or in part, in respect of any one or more dividends on terms and conditions (including as to fees) determined by the Directors in their absolute discretion.

10. Costs to Participants

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

11. Statements to Participants

After each allotment or transfer of Shares under the DRP, Collins Foods will forward to each Participant a statement setting out:

- (a) the number of DRP Shares held by the Participant excluding those Shares last allotted or transferred to the Participant under the DRP;
- (b) the amount of the last dividend paid in respect of those DRP Shares;
- (c) the allotment or transfer price of the last Shares allotted or transferred to the Participant under the DRP;
- (d) the number of Shares allotted or transferred to the Participant under the last DRP allotment or transfer;
- (e) the Participant's total holding of Shares after allotment or transfer;

- (f) the extent to which the relevant dividend is franked; and
- (g) the amount of the Participant's residual positive balance referred to in clause 6(b)(vi), if any.

12. Variation to participation

- (a) 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. The Directors may in their absolute discretion:
 - (i) accept or reject any such DRP Notice, without being bound to give any reason for doing so; and
 - (ii) correct any error in, or omission from, such a DRP Notice.
- (b) 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 except as specified in clause 4(d).
- (c) 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 or transferred under the DRP) shall be DRP Shares.

13. Termination of participation

- (a) A Participant may, at any time, terminate their participation in the DRP by lodging a duly completed and executed DRP Notice. Where a Participant transfers all of their holding of Shares without giving notice of termination of participation in the DRP:
 - (i) the Participant will be deemed to have given notice to terminate their participation in the DRP on the last date when Collins Foods registered a transfer or instrument of disposal of the Participant's Shares; and
 - (ii) the Participant's Shares shall, upon registration of such transfer, cease to participate in the DRP.
- (b) A Participant will be deemed to have terminated participation in the DRP upon receipt by Collins Foods of a notice of death, bankruptcy, liquidation or provisional liquidation of the Participant, except where the Participant was a joint holder and any remaining holder or joint holders are Shareholders that are eligible to participate in the DRP pursuant to clause 4.
- (c) If a Participant terminates (or is deemed to have terminated) their participation in the DRP, the amount of any residual cash balance held on the Participant's behalf by Collins Foods will become the property of Collins Foods. It is in Collins Foods' sole discretion as to the use of the residual cash balance.

14. Disposals

- (a) Where all of the Participant's Shares are DRP Shares, in the event that only some of those Shares are disposed of, the remaining Shares held by the Participant will continue to be DRP Shares.
- (b) Where only some of a Participant's Shares are DRP Shares the Participant will, unless Collins Foods receives notice otherwise, be deemed to dispose of their Non-DRP Shares first.

15. Applications and notices

- (a) Any application or notice referred to in these Terms and Conditions shall be in writing and in such form as Collins Foods may from time to time require.
- (b) Where Shares are held jointly, all joint Shareholders must duly complete and execute the DRP Notice.
- (c) A separate DRP Notice must be given by a Shareholder in respect of each holding of Shares identified by a separate shareholder reference number or holder identification number.
- (d) If a DRP Notice is completed by an individual or a corporation under a power of attorney, a certified copy of that power must accompany the completed DRP Notice unless such power has been previously noted by Collins Foods.
- (e) DRP Notices received at the Share Registry prior to 5:00pm on the Business Day after the Record Date (or any other date as determined by the Board) for a particular dividend will be effective in respect of that dividend and all subsequent dividends.
- (f) Subject to clause 15(e), applications and notices are effective on receipt at the Share Registry and take effect from the next dividend following such receipt.
- (g) Any notice to be given to Shareholders or Participants may be given by notice on the Collins Foods website and to the ASX or, at the Directors' discretion, may be given in accordance with the provisions regarding the giving of notices to Shareholders contained in the Constitution.
- (h) By lodging a DRP Notice, each eligible Shareholder warrants that it is an eligible Shareholder and not acting on behalf of a person who is a resident of a place outside Australia and New Zealand, and agrees to be bound by these Terms and Conditions and the Constitution in respect of all DRP Shares issued or transferred to the eligible Shareholder under these Terms and Conditions.

16. Securities exchange listing

- (a) Collins Foods will apply for Shares allotted under the DRP to be listed for quotation on the official list of the ASX as soon as practicable.
- (b) The DRP is subject to the Listing Rules and to any rules for clearing and/or settlement which operate on the ASX from time to time ("**Trading Rules**") and in the event of any inconsistency between the DRP and the Trading Rules, the Trading Rules will prevail.

17. Administration of the DRP

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

- (a) determine procedures and documentation for the administration of the DRP consistent with these Terms and Conditions;
- (b) waive strict compliance by any Shareholder or Participant with these Terms and Conditions;
- (c) resolve and bind Collins Foods and all Shareholders absolutely regarding any question of fact, interpretation, effect or application arising in connection with the DRP;
- (d) determine matters falling for determination under these Terms and Conditions in their absolute discretion having regard to the interests of and for the benefit of Collins Foods;
- (e) exercise the discretions conferred on them by these Terms and Conditions or which may otherwise be required in relation to the DRP;

- (f) delegate to any one or more persons, including the Share Registry, for such period and on such conditions as they may determine, the exercise of any of their powers or discretions arising under the DRP; and
- (g) appoint a person nominated by the Directors to purchase Shares, on behalf of and in the name of the Participant, in accordance with the DRP where the Directors have determined that Collins Foods will satisfy some or all of its obligations under the DRP to that Participant by purchasing Shares.

18. Amendment, suspension and termination of DRP

- (a) The Directors may amend, suspend or terminate the DRP at any time by giving ASX written notice and a copy of the terms of the DRP or any amendments.
- (b) In the case of a suspension, the Directors may reinstate the DRP at any time by notice to Shareholders either on the same terms of this DRP or with such changes to the Terms and Conditions as the Directors determine. Upon the recommencement of the DRP following a suspension, the Directors may determine that any DRP Notice previously given by a Participant shall be reinstated and be valid and effective.
- (c) In the case of an amendment, or a suspension and subsequent reinstatement, a Participant will be deemed to continue its participation in the DRP under the Terms and Conditions as amended unless the Participant lodges a DRP Notice with the Share Registry.
- (d) If the Directors suspend or terminate the DRP, Collins Foods will send to each Participant a cheque for the residual cash balance (if any) in the Participant's DRP account, unless the Directors determine otherwise.
- (e) If the Directors suspend the DRP, as of the date of suspension, any Shares which may have been DRP Shares immediately prior to that date shall cease to participate in the DRP and shall as such cease to be DRP Shares, notwithstanding the entries which may appear on the share register on that date. During the period of suspension of the DRP, no Shares shall participate in the DRP.
- (f) Notwithstanding clause 18(a), Collins Foods may at any time, without the need for any notice:
 - (i) modify the DRP to comply with the Constitution, the Listing Rules, or any law; and
 - (ii) make minor amendments to the DRP where such amendments are of an administrative or procedural nature.
- (g) Any modification, suspension or termination made in accordance with this clause 18:
 - (i) is effective from the date of the resolution passed by the Directors or a later date as determined by the Directors; and
 - (ii) does not give rise to any liability on the part of Collins Foods or right of action by a Participant against Collins Foods or the Directors or its officers, employees, representatives or agents.
- (h) The accidental omission to give notice of modification, suspension or termination to any Participant or the non-receipt of any notice by any Participant will not invalidate the modification, suspension or termination of the DRP.

19. Equitable claims

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

20. General

- (a) These Terms and Conditions are governed by the law applying in Queensland. Despite anything else in this DRP, the ASX Listing Rules and the Corporations Act 2001 (Cth) prevail to the extent of any inconsistency with this DRP.
- (b) Collins Foods makes no representation or warranty as to any taxation advantages or other consequences of the DRP for any Participant and Collins Foods has no liability for any taxes or other charges or liabilities imposed on a Participant as a result of participating in the DRP or otherwise. Participants should obtain their own professional taxation advice, if required.
- (c) Neither the Directors nor Collins Foods have any liability for any loss or damage incurred by any Participant in respect of participation in the DRP or its administration by Collins Foods or otherwise.

