

Dividend Reinvestment Plan Rules

ABN 95 000 969 362

DICKER
DATA

10 March 2014

Manager of Company Announcements
ASX Limited
Exchange Centre
20 Bridge Street
Sydney NSW 2000

By E-Lodgement

INTRODUCTION OF DIVIDEND REINVESTMENT PLAN

Dicker Data Limited (ASX: DDR) is pleased to announce the introduction of a Dividend Reinvestment Plan (DRP) allowing eligible shareholders to reinvest their dividends into DDR shares.

Attached is a letter which will be sent to shareholders shortly advising of the introduction of the DRP. Also attached is the rules of the DRP.

It is expected that the DRP will be effective at the record date of the next quarterly dividend scheduled to be paid in March 2014.

For and on behalf of the Board.



Leanne Ralph
Company Secretary

10 March 2014

Dear Shareholder,

Dicker Data Limited – Dividend Reinvestment Plan

Dicker Data Limited (Dicker Data or the Company) is pleased to announce, as part of its capital management strategy, the introduction of a dividend reinvestment plan (DRP) which will allow eligible shareholders to reinvest all or part of their dividends into Dicker Data shares.

All Dicker Data shareholders who have a registered address in Australia or New Zealand are eligible to participate in the DRP for shares held on the relevant dividend record date. Dicker Data shareholders who have a registered address outside of Australia or New Zealand may participate in the DRP provided that they have satisfied the Dicker Data Board of certain requirements specified in the DRP rules.

Eligible shareholders may elect to have all or part of their dividends paid in Dicker Data shares in accordance with the DRP rules. Shares will be provided under the DRP free of brokerage and other transaction costs.

A full copy of the DRP rules is available at the company's website – www.dickerdata.com.au

What you need to do to participate in the DRP

You can elect to participate in the DRP by completing the attached Election Notice or by logging on to Boardroom's Investor Centre at www.investorserve.com.au

The Company will release an announcement to the ASX regarding the next dividend in due course.

If you do not wish to participate in the DRP, you do not need to do anything. You will continue to receive dividend payments from the Company in accordance with current arrangements.

Dicker Data recommends that you seek your own independent financial and taxation advice about the consequences of your participation in the DRP.

Yours faithfully,



Leanne Ralph
Company Secretary

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Dicker Data Ltd Dividend Reinvestment Plan Rules

1. Participation in the DRP

- 1.1. (Eligibility): Subject to this clause 1, each Shareholder is eligible to participate in the DRP.
- 1.2. (Optional Participation): Participation in the DRP is optional at the election of each Shareholder and is subject to the terms and conditions of these Rules.
- 1.3. (Shareholders in Australia and New Zealand): Participation in the DRP is available to a Shareholder who, at the relevant record date, was recorded in Dicker Data's share register as having an address within Australia or New Zealand.
- 1.4. (Shareholders outside Australia or New Zealand): Without limiting clause 1.5, in relation to a Shareholder having a registered address or being resident in a country other than Australia and New Zealand (including a Shareholder who is a 'US person' or who is acting for the account or benefit of a 'US person'), such Shareholder is only permitted to participate in the DRP to the extent such Shareholder has satisfied the Board (in its absolute discretion) that:
 - (i) the offer and issue or transfer of shares under the DRP to such Shareholder is lawful and permitted without the requirement for Dicker Data to issue or lodge a prospectus or offer document or obtain regulatory approvals or licences in the jurisdiction in which they have their registered address; and
 - (ii) they do not hold shares on behalf of another person who resides outside that jurisdiction and who would, if named on the register, not be eligible to participate.

Such Shareholder must, at its own cost, obtain written legal advice (from an internationally recognized law firm) as to whether it is eligible to participate in the DRP and should such Shareholder wish to participate, it will be required to provide a warranty to the Company that it is eligible to participate without the requirement for the Company to issue or lodge a prospectus or other offer document or obtain regulatory approvals or licences in accordance with the laws and regulations of the relevant country or foreign jurisdiction. The Board may request a copy of such legal advice for its review and consideration, which must be delivered promptly by such Shareholder upon receipt of such request.

- 1.5. (Board discretion): The Board has the absolute 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 Dicker Data 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 Dicker Data holds or for which it intends to apply.

2. Application to participate

Application to participate in the DRP is to be made on a DRP Notice. Participation in the DRP will commence from the next Record Date for determining entitlements for dividends after receipt by the Share Registrar of a duly completed DRP Notice.

3. Level of participation

- 3.1. A Shareholder may elect to participate in the DRP either in full (ie. in respect of all Shares registered in that Shareholder's name) or partial (ie. in respect of only some of the Shares registered in that Shareholder's name). Subject to clause 1, there is no limit on the level of participation of a Shareholder in the DRP, whether in terms of a specified maximum dollar amount or maximum number of Shares.
- 3.2. Under full participation, all Shares registered in the Participant's name under the relevant SRN or HIN from time to time, 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. The Company shall not be liable to any Shareholder for any loss, damage or claim in respect of either the Shareholder's participation or non-participation as the case may be.
- 3.5. A DRP Notice must be lodged for each shareholding account (identified by the relevant SRN or HIN) 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 Dicker Data on the Participant's behalf in acquiring or subscribing for additional Shares.
- 4.2. For each dividend, the Board in their 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 Dicker Data 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. Dicker Data will establish and maintain a DRP account for each Participant.
- 4.5. Dicker Data will in respect of each dividend payable to a Participant who has a registered address in Australia:
 - a. determine the amount of the dividend payable in respect of that Participant's Shares subject to the DRP;
 - b. credit the amount to the Participant's DRP account;
 - c. 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;
 - d. 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(c) 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

- e. retain in the Participant's DRP account, without interest, any cash balance remaining after the application of clause 4.5(d).
- 4.6. Dicker Data will, in respect of each dividend payable to a Participant who has a registered address outside Australia:
- a. determine the amount of the dividend payable in respect of that Participant's Shares subject to the DRP by calculating the gross dividend payable (including any franking credits attaching to the gross dividend), less dividend withholding tax deducted;
 - b. credit the net amount to the Participant's DRP account;
 - c. 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;
 - d. 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(c) 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
 - e. retain in the Participant's DRP account, without interest, any cash balance remaining after the application of clause 4.5(d).
- 4.7. 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, the Price means 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 ten Trading Day period commencing on the second Trading Day following the relevant Record Date or such other period commencing before or after the Record Date as the Board may determine from time to time and announce to the ASX.
- 4.8. Normal Trade means all trades excluding trades defined in the ASX Market 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 crossings and any other trade determined by the Board in its complete discretion to not be reflective of normal trading in Shares.
- 4.9. 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 on, or as soon as practicable after, the relevant dividend payment date 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, Dicker Data 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, Dicker Data will send to each Participant a statement detailing:

- a. the number of the Participant's Shares subject to the DRP as at the relevant Record Date;
- b. the amount of dividend payable to the Participant (less withholding tax if applicable) in respect of the Shares subject to the DRP;
- c. the amount in the Participant's DRP account immediately prior to the payment of the relevant dividend;
- d. the number of Shares transferred or allotted to the Participant under the Rules of the DRP;
- e. 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; and
- f. the Participant's total holding of Shares after the issue or transfer of additional Shares.

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:
 - (a) increasing or decreasing the number of Shares participating in the DRP; or
 - (b) terminating participation in the DRP.
- 8.2. The alteration or termination takes effect from the next Record Date after the receipt by the Share Registrar of a properly completed DRP Notice.
- 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 Dicker Data 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 Dicker Data 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, Dicker Data will forward to the Participant or the Participant's legal representative a statement of the Participant's DRP account made out to the date of termination.
- 8.7. On termination of participation for whatever reason, including deemed termination of participation under clause 9.3, a Participant will be taken to have directed Dicker Data to donate the cash balance (if any) in the Participant's DRP account as at the date of termination on behalf of the Participant to a registered charity nominated by the Board from time to time.
- 8.8. Participants will not be issued with a receipt in connection with such a donation.

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 advises Dicker Data 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 Dicker Data 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 Dicker Data 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 Dicker Data registered a transfer or instrument of disposal of the Participant's holding.

10. Variation, suspension, recommencement & 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 Dicker Data.
- 10.2. A Participant continues to participate in the DRP following any variation, suspension or recommencement of the DRP unless Dicker Data is notified in writing to the contrary by the Participant.

11. Stock Exchange Listing

Dicker Data 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 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 Dicker Data must be in writing and in accordance with the forms prescribed by Dicker Data from time to time.
- 12.2. The applications and notices will be effective upon receipt by Dicker Data's Share Registrar subject to:
- (a) these Rules;
 - (b) in the case of applications, acceptance by Dicker Data; and
 - (c) receipt by Dicker Data by 5.00 pm (Sydney time) on the relevant Record Date for determining entitlements to dividends.
- 12.3. Applications or notices received after 5.00pm (Sydney time) on 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, Dicker Data 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 Dicker Data's website, announcement to 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 Dicker Data is entitled to retain, in whole or part, as a result of a charge, lien or similar right in favour of Dicker Data in accordance with the Constitution of Dicker Data 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 Dicker Data nor any officer of Dicker Data 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 shall be governed by, and construed in accordance with, the laws of New South Wales.
- 13.7. Neither Dicker Data nor any of its officers, employees, representatives, advisers or agents:
- (a) take any responsibility or assume any liability for, or as a consequence of, the taxation liabilities of any person in connection with the DRP; or
 - (b) represent or warrant that any person will gain any taxation advantage, or will not incur a taxation liability or disadvantage, as a result of participation in the DRP.

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 Dicker Data.

Dicker Data means Dicker Data Limited (ABN: 95 000 969 362).

DRP means the Dicker Data Dividend Reinvestment Plan as varied from time to time.

DRP Notice means a notice in the form of Annexure 1 or such form as Dicker Data may from time to time require.

HIN stands for Holder Identification Number and is used to identify a holding on the CHESS sub register.

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 Dicker Data.

Price means the price at which Shares will be issued or transferred under the DRP as calculated in accordance with clause 4.

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 Dicker Data.

Shareholder means a registered holder of Shares.

Share Registrar means Boardroom Pty Limited, Dicker Data's share registrar.

SRN stands for Security holder Reference Number and is used to identify a holding on the issued sponsored sub-register.

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.

Annexure 1 – DRP Notice

DICKER DATA LIMITED ABN 95 000 969 362

DIVIDEND REINVESTMENT PLAN (“THE PLAN”)

The Secretary
DICKER DATA LIMITED (“DDR or the Company”)
GPO Box 3720
Sydney NSW 2001

Dividend Reinvestment Plan (“the Plan”) Election Form

Application to Participate / Notice of Variation or Termination (delete as applicable)

Instructions: Complete either Section A or Section B. Where a choice is required mark the applicable box with a tick ‘!’.

Section A – Application to participate in the Plan:

FULL
I/we wish to participate in the Plan and reinvest dividends paid on all my/our shares held in DDR;

OR

PARTIAL
I/we wish to participate in the Plan and reinvest dividends paid on only some of my/our shares held in DDR. The number of shares I/we wish to participate in the Plan is

_____ (insert number here)

Section B – Notice of variation or termination:

VARIATION
I/we wish to vary my/our degree of participation in the Plan to:

FULL PARTICIPATION **OR** _____ insert number of shares for partial participation

OR

TERMINATION
I/we wish to terminate my/our participation in the Plan

Joint Holding: Where the holding is in more than one name, all of the Shareholders must sign.

Power of Attorney: When signed under Power of Attorney, the attorney states that they have not received a notice of revocation. If the Power of Attorney has not been sighted by DDR it must be produced for sighting.

Companies: Where the company has a Sole Director, who is also the Sole Company Secretary, that person must sign this form. If the Company does not have a Company Secretary, the Sole Director can also sign alone. Otherwise a Director must sign this form jointly with either another Director or a Company Secretary. Please indicate the office held in the appropriate place.

Deceased Estates: All executors must sign.

This Form including the above instructions shall take effect in accordance with and subject to the terms and conditions of the Plan.

I/we authorise DDR to act in accordance with my/our instructions contained herein. I/we acknowledge that these instructions supersede and have priority over all previous instructions given by me/us. I/we have read and agree to be bound by the terms and conditions of the Plan.

Non-Residents only

I/we warrant to DDR that I/we are eligible to participate in the Plan in accordance with clause 1.4 of the Plan and that no disclosure or offer document is required to be issued by DDR and given to me in my place of jurisdiction, nor any regulatory approval or licence required to be obtained by DDR under the laws of my place of jurisdiction, to enable me to participate in the Plan.

Signed by the Shareholder(s): _____

Name of Shareholder(s): _____

Office held (if applicable): _____

Date: _____