

**ENPRISE GROUP LIMITED**  
**Share Purchase Plan**

**Terms & Conditions**  
**23 February 2015**

**This is an important document. If you have any doubts as to what you should do, please consult your financial adviser**

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## Key Dates

<b>Date</b>	<b>Event</b>	<b>Description</b>
20 February 2015	Record Date	The date on which Enprise determines Eligible Shareholders
23 February 2015	Opening Date	Share Purchase Plan opens
16 March 2015	Closing Date	Share Purchase Plan Closes. Applications must be received by 5.00 pm
23 March 2015	Allotment Date	Shares allotted
23 March 2015	Despatch Notice	Transaction confirmation despatched to Shareholders
23 March 2015	Quotation Date for new Shares	The date upon which the new Shares will be listed and able to be traded on the NZAX Market

Enprise reserves the right to alter the key dates

**Words and expressions with capital initials in this booklet are defined in the Glossary**

# SUMMARY OF MAIN TERMS OF SHARE PURCHASE PLAN

## 1. Share Purchase Plan (SPP)

The SPP is a convenient way for Eligible Shareholders to purchase additional Shares in Enprise Group Limited (“Enprise”) without incurring brokerage or other transaction costs.

The securities being offered under this SPP are ordinary fully paid shares in Enprise (“Shares”). The Shares will rank equally with, and have the same voting rights, dividend rights and other entitlements as the existing fully paid Shares currently quoted on the NZAX Market.

All Shares issued under the SPP will rank equally with all existing Shares in Enprise and will carry the same voting rights and other entitlements as the Shares on issue at the Allotment Date. All Shares issued under the SPP will rank equally with, and will carry the same voting rights as each other.

You are an Eligible Shareholder if you are a Shareholder of Enprise and:

- You were registered as a holder of fully paid Shares at 5pm on the Record Date; and
- Your registered address is in New Zealand.

## 2. Purpose of Share Issue

Funds raised in the SPP will be applied towards accelerating the development of Datagate Innovation Limited, and its cloud-based software products, together with investment in Enprise’s core business operations. Datagate is a 100% owned subsidiary of Enprise Group Limited that has developed a cloud-based billing and customer service portal for Telco and Utility resellers. Datagate’s products are currently in the early stages of being sold and deployed to customers within New Zealand, following which the company intends to extend sales to the larger international markets.

## 3. Voluntary participation

Participation is entirely voluntary. Before you apply for Shares, we recommend you seek independent financial advice from your financial advisor.

In the event that you elect not to participate in the SPP, and the Company proceeds to issue new Shares to investors who elect to participate in the SPP, this will result in:

- New Shares being issued to those investors;
- The total number of Shares on issue in Enprise increasing;
- Your shareholding percentage held in Enprise reducing as a consequence of the dilutionary effect that the issue of the New Shares will have on your shareholding percentage in Enprise.

## 4. Amounts that can be invested in the SPP

The amount you may invest under the SPP is limited. If you are an Eligible Shareholder you may elect to apply for a minimum Parcel of NZ\$1,000 of Shares, and thereafter in Parcels of any amount in multiples of \$1,000 up to a maximum of NZ\$15,000 in aggregate.

You may send a cheque or money order in New Zealand dollars for the value of the Parcel selected. Cheques must be drawn on a New Zealand bank account.

If you receive more than one copy of this booklet, or if you hold Shares in more than one capacity (e.g. because you are both a sole and joint holder of Shares) you may only make one application up to a maximum of NZ\$15,000. By applying to purchase Shares under the SPP, you certify you have not exceeded this limit. Custodians that hold Shares on behalf of one or more beneficial owners may apply for Shares to the value of up to NZ\$15,000 per beneficial owner (who is a New Zealand resident), provided that they comply with the requirements set out in the Terms and Conditions. If you hold Shares

in your personal capacity as well as through one or more Custodians, you may make one application up to a maximum of NZ\$15,000.

The offer is non-renounceable, so you cannot transfer your rights to purchase Shares under the SPP to anyone else.

## **5. Issue Price of the Shares**

The Issue Price for the Shares under the SPP is 50 cents per Share. The price was set by the Board of Enprise on 9 February 2015, the date the SPP was announced and represents the average end of day market price of Enprise's shares over the five business day period from, and including, 30 January 2015 to and including 5 February 2015.

## **6. Risks of investing in the SPP**

The market price of Shares may rise or fall between the date of this offer and the date when Shares are allotted to you. As a result, the Issue Price for Shares allotted to you pursuant to the SPP or the value of those Shares may exceed the price of Shares trading on the NZAX Market.

There can also be no certainty that Shares will trade at or above the Issue Price following the issue of the Shares under the SPP. Accordingly, you should seek your own financial advice in relation to this offer and your participation in the SPP.

## **7. Current Enprise Share price**

The Share price is quoted in the financial pages of most major metropolitan newspapers and on the NZX website – [www.nzx.com](http://www.nzx.com).

## **8. Application for Shares under the SPP**

If you wish to participate in the SPP, follow the step-by-step instructions set out on the enclosed Application Form. Send your completed Application Form with your cheque or money order made payable to "Enprise Group Limited" to Enprise's Share Registrar, as per instructions on the Application Form. Alternatively, your completed Application Form and your cheque may be lodged with any Primary Market Participant (as defined in the NZAX Listing Rules) in time to enable forwarding to Enprise's Share Registrar prior to the Closing Date. If the exact amount of money equivalent to one of the Parcels being offered is not tendered, Enprise reserves the right not to accept all or part of your payment. In those circumstances, Enprise will return your application and cheque or refund all or part of your payment on the Despatch Date. No interest will be paid on amounts refunded.

You will not be able to withdraw or revoke your application once you have sent it in.

## **9. Duration of the SPP and issue of Shares**

The SPP opens on 23 February 2015 and is expected to close at 5.00 pm on 16 March 2015 unless extended by Enprise. If you want to participate you should ensure your Application Form and cheque or money order is received by 5pm on 16 March 2015. Please allow adequate time for mail deliveries. Applications received after this time may not be accepted.

Shares will be issued to you under the SPP on the Allotment Date, which is currently expected to be 23 March 2015. A statement confirming the number of Shares issued to you under the SPP will be sent on the Despatch Date, currently expected to be on or around 23 March 2015.

## **10. Number of Shares to be issued**

In most circumstances, the Parcel you have applied for will equal a whole number of Shares. If this is not the case, the value of the Shares allotted to you will be rounded down to the nearest whole number of Shares and any balance remaining, assuming there is no Scale Back on the SPP, will be paid to a charity nominated by Enprise. You will not receive a refund for this amount, which will always be less than the price of one Share.

If Enprise receives applications for a number of Shares (calculated by dividing the total value of applications received by the Issue Price) that exceeds 30% of the total number of Shares already on issue, it will undertake a Scale Back. The NZAX Listing Rules prescribe that the total number of Shares that may be issued under an SPP cannot exceed 30% of the total number of Shares already on issue. In this event, all subscribers would be scaled back equally in proportion to their application.

If Enprise receives total application funds in excess of \$1 million in aggregate, it may at its absolute discretion Scale Back the dollar value of the Parcel you selected on your Application Form. In this event, all subscribers would be scaled back equally in proportion to their application. No persons will be granted preference in allotment in the event of scaling. This will mean that you will receive fewer Shares than you applied for. Should this occur, the difference between the Parcel you selected and the scaled back amount, together with any rounding, will be refunded to you. The refund cheque will be enclosed with your transaction confirmations statement, which will be forwarded to you on the Despatch Date. Notwithstanding the forgoing, Enprise reserves the right to accept application funds received in excess of \$1 million, and elect not to Scale back applications.

No interest will be paid on any application moneys returned to you.

#### **11. Shares Quoted**

Shares will be quoted on the NZAX Market, and are expected to commence trading on the trading day after the Allotment Date (which is expected to be 23 March 2015 based on the current timetable).

Application has been made to NZX for permission to quote the Shares on the NZAX Market and all the requirements of NZX that can be complied with on or before the date of this SPP have been complied with. However, NZX Limited accepts no responsibility for any statement contained herein.

#### **12. One time offer of Shares**

The SPP is intended as a one-off initiative to give Eligible Shareholders the opportunity to purchase additional Shares without transaction costs and brokerage. However, the Board of Enprise reserves the right to make similar offers under similar Share purchase plans in the future subject to Enprise's compliance with NZAX Listing Rule 7.3.4.

#### **13. If you have any questions, please contact your financial advisor.**

# TERMS AND CONDITIONS

## IMPORTANT NOTICE:

If you apply to participate in the SPP by completing and returning the Application Form, you are accepting the risk that the market price of Shares may change between the Record Date, the date at which you send in your Application Form and the Allotment Date. This means that up to or after the Allotment Date, you may be able to buy Shares at a lower price than the Issue Price. The Issue Price for the Shares is 50 cents per Share.

We encourage you to seek your own financial advice regarding your participation in the SPP.

Defined words and expressions used in this booklet use capital initials – see the Glossary for their definition.

These terms and conditions set out the Terms and Conditions of the offer made pursuant to the SPP. Please read these Terms and Conditions carefully.

### 1. Offer Timetable

- 1.1 This offer is dated, and taken to be made on 23 February 2015.
- 1.2 The offer opens on 23 February 2015 (**Opening Date**).
- 1.3 The offer closes at 5pm on 16 March 2015 (**Closing Date**), unless extended. Application Forms, cheques or money orders may not be processed or held to be valid if they have not been received by Enprise by this time.
- 1.4 The issue price is 50 cents per Share (**Issue Price**).
- 1.5 The Shares are proposed to be allotted on 23 March 2015 (**Allotment Date**).
- 1.6 Enprise expects the Shares will commence trading on the NZAX Market on the day after the Allotment Date.
- 1.7 Enprise expects that a transaction confirmation, and if applicable a refund cheque as a result of Scale Back being applied to your allotment, will be despatched to you on or around 23 March 2015 (**Despatch Date**).
- 1.8 Enprise has a discretion to change, at any time, any of the Closing Date, the Allotment Date and the Despatch Date (notwithstanding that the offer has opened, or Application Forms have been received) by lodging a revised timetable with NZX. The Despatch Date may only be varied to another date that still complies with the requirements of the NZAX Listing Rules.
- 1.9 The right to subscribe for the Shares in terms of this SPP is non renounceable. This means that an Eligible Shareholder is not permitted to transfer its entitlement to subscribe for the Shares under the SPP to another person.
- 1.10 Any Shares that are not issued under the SPP may be issued by Enprise to such persons and in such manner as the Board considers equitable and in the interests of Enprise provided that the price and terms and conditions of the issue are not materially more favourable to the offerees than those offered under the SPP.

### 2. Eligible Shareholders

- 2.1 You may participate in the SPP if you are an Eligible Shareholder.

- 2.2 Joint holders in Shares are taken to be a single registered holder of Shares for the purpose of determining whether they are an Eligible Shareholder and the certification on the Application Form is taken to have been given by all of them.
- 2.3 If you are an Eligible Shareholder, your rights under this offer are personal to you and non-renounceable, so you may not transfer them.

### **3. Application for Parcels of Shares**

#### **Limitations on Applications**

- 3.1 Subject to clause 3.3, if you are an Eligible Shareholder you may apply to purchase Shares to the value of the Parcel you insert on your Application Form. Eligible Shareholders who receive more than one offer under the SPP (for example, because they hold Shares in more than one capacity) may only make one application and may not, subject to clause 3.3, apply for Shares with an aggregate value of more than NZ\$15,000. If you are an Eligible Shareholder you may not apply to purchase Shares if a Custodian is submitting an Application Form to purchase Shares under the SPP on your behalf.
- 3.2 The total Issue Price of all Shares issued by Enprise under the SPP to an Eligible Shareholder (as if Shares up to the value of the Parcel applied for in this SPP were issued) must not exceed NZ\$15,000. This limit applies only to Shares issued by Enprise under the SPP. It does not include any Shares the Eligible Shareholder may have acquired on the NZAX Market.

#### **Custodians**

- 3.3 Custodians may apply to purchase Shares for greater than NZ\$15,000 but only up to the value of Shares applied for by each beneficial owner that is resident in New Zealand for which the Custodian acts as a custodian. Custodians must confirm to Enprise that they are holding Shares as a Custodian for beneficial owners by providing the written certification to Enprise described in clause 3.5. Each beneficial owner may only direct the Custodian to apply on behalf of that beneficial owner for Parcels up to the value of NZ\$15,000 (subject to clause 3.4). A separate Application Form must be completed for each beneficial owner.
- 3.4 The total Issue Price of all Shares issued directly or indirectly by Enprise to a beneficial owner under the SPP (as if the Shares up to the value of the Parcel applied to through the Custodian pursuant to the SPP were issued) must not exceed NZ\$15,000. This limit applies only to Shares issued by Enprise under the SPP. It does not include any Shares the beneficial owner may have acquired on the NZAX Market.
- 3.5 If a Custodian applies to purchase Shares pursuant to clause 3.3, the Custodian must certify to Enprise in writing together with the application:
- (a) That the Custodian holds Shares directly or indirectly as a custodian for beneficial owners;
  - (b) The number of those beneficial owners;
  - (c) In respect of each of the beneficial owners, how many Shares the beneficial owner or the beneficial owner's agent has instructed the Custodian to accept on behalf of that beneficial owner;
  - (d) That the Custodian undertakes not to accept on behalf of any of those beneficial owners for which it acts directly as a custodian, in any 12 month period, under the SPP or any similar arrangement, Shares in Enprise the total Issue Price of which is more than NZ\$15,000;
  - (e) That the beneficial owner on whose behalf the Custodian is submitting an application is not making an application as an Eligible Shareholder for Shares under the SPP, and no other Custodian is submitting an application under the SPP for that beneficial owner.

### **Scale Back and rounding**

- 3.6 The Parcels (including those to be issued to Custodians) are subject to Scale Back and rounding (see Parts 5 and 6).

### **Completing the Application Form and paying for Shares**

- 3.7 If you wish to participate in the SPP, you must complete the Application Form and provide a cheque or money order in accordance with the instructions on the Application Form. Cheques must be drawn on a New Zealand bank account.

The amount you may invest under the SPP is limited. If you are an Eligible Shareholder you may elect to apply for a minimum Parcel of NZ\$1,000 of Shares, and thereafter in Parcels of any amount in multiples of \$1,000 up to a maximum of NZ\$15,000 in aggregate.

### **Enprise's discretion regarding applications**

- 3.8 Enprise has complete discretion to accept or reject your application to purchase Shares under the SPP, including (without limitation) if:
- (a) your Application Form is incorrectly completed or incomplete or otherwise determined by Enprise to be invalid;
  - (b) your cheque is dishonoured or has not been completed correctly;
  - (c) the cheque or money order enclosed with the Application Form is not made out for the exact amount of the Parcel that has been selected on the Application Form;
  - (d) you are applying to buy more than NZ\$15,000 of Shares at the Issue Price (except if you are a Custodian applying on behalf of more than one beneficial owner in accordance with clause 3.3);
  - (e) your Application Form is received after the Closing Date. While Enprise has discretion to accept late Application Forms and cheques and money orders, if the Application Form is not processed the cheque or money order (as applicable), will be returned to you at your registered address;
  - (f) Enprise believes that you are not an Eligible Shareholder;
  - (g) You are a Custodian or purport to be a Custodian and fail to provide the certification required by clause 3.3 and 3.5; or
  - (h) Enprise considers that your application does not otherwise comply with these Terms and Conditions.

### **Refund of Subscription Moneys and Interest**

- 3.9 In the event that your application is scaled back (see Parts 5 and 6), or is rejected either in whole or in part due to any of the reasons referred to in clause 3.8, then any moneys received by Enprise in excess of those funds being applied towards the satisfaction of the Issue Price under the SPP will be refunded to applicants on the Despatch Date. No interest will be paid on any application money returned to you.

### **Significance of sending in an application**

- 3.10 If you apply to participate in the SPP by completing and returning the Application Form;
- (a) Your application, on these Terms and Conditions, will be irrevocable and unconditional (i.e. it cannot be withdrawn);



- (b) You certify to Enprise that you are an Eligible Shareholder entitled to apply for Shares under these Terms and Conditions;
- (c) You agree to be bound by the constitution of Enprise;
- (d) You certify to Enprise that you are not applying for Shares with an application price in excess of NZ\$15,000 under the SPP even though you may have received more than one offer under the SPP or received offers in more than one capacity under the SPP;
- (e) You authorise Enprise (and its officers or agents) to correct any error in, or omission from, your Application Form and to complete the Application Form by the insertion of any missing details;
- (f) You acknowledge that Enprise may at any time irrevocably determine that your Application Form is valid, in accordance with these Terms and Conditions even if the Application Form is incomplete, contains errors or is otherwise defective;
- (g) You accept the risk associated with any refund that may be despatched to you by cheque to your address shown on Enprise' Share Register;
- (h) You consent to not being refunded any excess of your application monies over the value of the Shares you are issued due to rounding under Part 6 and you acknowledge that any such excess will be paid to a charity nominated by Enprise;
- (i) You agree to indemnify Enprise and to pay Enprise within 5 business days of demand, any dishonour fees or other costs Enprise may incur in presenting a cheque for payment which is dishonoured;
- (j) You acknowledge that none of Enprise, its advisors or agents has provided you with investment advice or financial product advice, and that none of them has an obligation to provide advice concerning your decision to apply for and purchase Shares;
- (k) You acknowledge the risk that the market price for the Shares may change between the Record Date, the date you apply for Shares under the SPP and the Allotment Date. A change in market price during this period may affect the value of the Shares;
- (l) You acknowledge that Enprise is not liable for any exercise of its discretions referred to in these Terms and Conditions; and
- (m) You irrevocably and unconditionally agree to the Terms and Conditions and agree not to do any act or thing which would be contrary to the spirit, intention or purpose of the SPP.

3.11 If a Custodian applies to purchase Shares for a beneficial owner pursuant to clause 3.3, the certification referred to in clause 3.10(d) will be taken to be given by the beneficial owner on whose behalf the Custodian is applying to purchase Shares and an issue of Shares will be taken as an issue to the beneficial owner.

#### **4. Issue Price**

You agree to pay the Issue Price per Share to a maximum of the Parcel you have selected on the Application Form.

#### **5. Scale Back**

5.1 If Enprise receives applications for a number of Shares (calculated by dividing the total value of applications received by the Issue Price) that exceeds 30% of the total number of Shares already on issue, it will undertake a Scale Back. All subscribers would be scaled back equally in proportion to their application, subject to none being scaled back to a total holding below NZ\$1,000 minimum.

5.2 If Enprise receives total application funds in excess of \$1 million in aggregate, it may at its absolute discretion Scale Back the dollar value of the Parcel you selected on your Application Form. In this event, all subscribers would be scaled back equally in proportion to their application. No persons will be granted preference in allotment in the event of scaling. This will mean that you will receive fewer Shares than you applied for. Should this occur, the difference between the Parcel you selected and the scaled back amount, together with any rounding, will be refunded to you. The refund cheque will be enclosed with your transaction confirmations statement, which will be forwarded to you on the Despatch Date. Notwithstanding the forgoing, Enprise reserves the right to accept application funds received in excess of \$1 million, and elect not to Scale Back applications.

5.3 If Enprise applies a Scale Back to your allotment, your application monies will be greater than the value of the Shares you will be allotted. In that event, the difference between the value of the Shares you are allotted and your application monies will be refunded to you by cheque mailed on the Despatch Date. No interest will be paid on any application monies returned to you.

## **6. Rounding of Shares and donation to charity**

6.1 If you apply for Shares under the SPP, you will apply for a certain value rather than a certain number of Shares. The number of Shares you will receive will be determined by:

- (a) If there is no Scale Back applied to your allotment, dividing the value of the Parcel you have applied for by the Issue Price; or
- (b) If there is a Scale Back applied to your allotment, dividing the value of the Parcel you have been allocated by the Issue Price.

If this calculation produces a fractional number, the number of Shares you will be allotted will be rounded down to the nearest whole number of Shares.

6.2 If the number of Shares you are allotted is rounded down your application monies will be slightly greater than the value of the Shares you are allotted and either:

- (a) If no Scale Back is applied to your allotment any excess will be paid to a charity nominated by Enprise. The donated amount per application will always be less than the Issue Price for one Share (i.e. less than 50 cents); or
- (b) If a Scale Back is applied to your allotment, any excess will be refunded to you by including any such excess in the refund cheque that Enprise will send you under clause 5.2.

## **7. The Shares**

7.1 Shares being offered for subscription under this SPP are ordinary fully paid shares in Enprise. The Shares will rank equally with, and have the same voting rights, dividend rights and other entitlements as the existing ordinary fully paid Shares currently quoted on the NZAX Market.

7.2 Application has been made to NZX for permission to quote the Shares on the NZAX Market and all the requirements of NZX that can be complied with on or before the date of this SPP have been complied with. However, NZX Limited accepts no responsibility for any statement contained herein.

7.3 You cannot trade in any Shares issued to you pursuant to this SPP, either as principal or agent, until official quotation on the NZAX Market in accordance with the NZAX Listing Rules. Enprise expects the Shares will commence trading on the NZAX Market on the trading day after the Allotment Date (expected to be 23 March 2015 on the current timetable).

## **8. Financial Statements**

- 8.1 Information relating to the most recent annual report and financial statements of Enprise for the financial year ended 31 March 2014 were mailed or emailed to Shareholders on or about 1 July 2014. Information relating to the most recent half year report and financial statements of Enprise for the six month period ended 30 September 2014 were mailed or emailed to Shareholders on 1 December 2014. These documents are also available on the Enprise website, which is [www.Enprise.co.nz](http://www.Enprise.co.nz). You may also obtain free of charge the most recent annual report and financial statements by contacting Enprise.

## **9. No underwriting of the Offer**

- 9.1 The SPP is not subject to any underwriting arrangement.

## **10. Dividends**

- 10.1 The Board have taken a position having regard to the current financial position of Enprise that any cash surpluses or profits shall be retained by Enprise and consequently no dividends are planned to be paid during the next financial year or in the immediate future. The Board will review their dividend policy regularly after taking into consideration the capital requirements, operating performance, financial position and cashflow of Enprise.

## **11. Amendments to the Offer and waiver of compliance**

- 11.1 Enprise will not change these Terms and Conditions (subject to its discretion to revise the Timetable, and subject to clause 11.2). However, Enprise may waive compliance with any provision of these Terms and Conditions. If Enprise does so, such waiver will apply to all Eligible Shareholders.
- 11.2 Enprise may modify, suspend, withdraw, terminate or correct the offer and the SPP, at any time. Enprise will notify NZX if it does so modify, suspend, withdraw, terminate or correct the offer or the SPP.
- 11.3 Enprise may issue fewer Shares than an Eligible Shareholder applies for under this offer (or none at all) if Enprise believes that issuing those Shares would break any law or rules of any Stock Exchange on which Shares are quoted.

## **12. Interpretation of Documents**

- 12.1 In the event of any conflict between these Terms and Conditions and the accompanying letter from the Board and Summary Terms, these Terms and conditions will take precedence. In the event of any inconsistency between these Terms and Conditions and Enprise's Constitution, Enprise's Constitution will prevail.

## **13. Governing Law**

- 13.1 These Terms and Conditions will be governed by and construed in accordance with the laws of New Zealand.

## **14. Dispute Resolution**

- 14.1 If any dispute arises in connection with the SPP, Enprise may settle it in any manner it thinks fit. It may do so generally or in relation to any particular participant, application or Share. Enprise's decision will be final and binding.

## GLOSSARY

<b>Allotment Date</b>	On or around 23 March 2015, unless extended.
<b>Application Form</b>	The personalised application form relating to the SPP that you received with this booklet, including the instructions in the reverse of the form.
<b>Closing Date</b>	5pm on 16 March 2015 unless extended.
<b>Custodian</b>	A holder of Shares that is a trustee corporation or a nominee company and holds Shares by reason only of acting for another person, where that person is resident in New Zealand, in the ordinary course of business of that trustee corporation or nominee company, or a holder of Shares by reason only that the person is a bare trustee of a trust to which the Shares are subject, where the beneficiary of that trust is a resident in New Zealand.
<b>Despatch Date</b>	On or around 23 March 2015, unless extended.
<b>Eligible Shareholder</b>	A person who, at 5pm on the Record Date, was recorded in Enprise's Share Register as being a registered holder of Shares and having an address in New Zealand, unless that person holds Shares on behalf of another person who resides outside New Zealand.
<b>Issue Price</b>	The price at which the Shares will be issued pursuant to the SPP, being 50 cents per Share.
<b>NZX</b>	NZX Limited.
<b>NZAX Market</b>	The NZX Alternative Market operated by NZX.
<b>Opening Date</b>	23 February 2015.
<b>Parcel</b>	The number of Shares that you apply for, which may be a minimum Parcel of NZ\$1,000 of Shares, and thereafter in Parcels of any amount in multiples of \$1,000 up to a maximum of NZ\$15,000 in aggregate.
<b>Record Date</b>	20 February 2015.
<b>Scale Back</b>	The reduction in the allotments of Shares under the SPP (compared to Parcels applied for) that Enprise will undertake if applications exceed 30% of the Shares already on issue, or it receives application funds in excess of its requirements.
<b>Share/Shares</b>	Ordinary fully paid shares in Enprise.
<b>Enprise</b>	Enprise Group Limited
<b>SPP</b>	Share Purchase Plan as detailed in these Terms and Conditions.
<b>Trading Day</b>	A full day on which the Shares are quoted and not suspended from quotation or made subject to a trading halt on the NZAX Market. A day on which the NZAX Market is closed or on which trading on NZAX Market is suspended is not a Trading Day.

**SIGNATURES OF DIRECTORS**

**Jens Neiser**

**Mark Loveys**

**Lindsay Phillips**

**George Elliot Cooper**

# DIRECTORY

## Directors

Jens Neiser  
Lindsay Phillips  
Mark Loveys  
George Cooper

## Registered Office

16 Hugo Johnston Drive  
Penrose  
Auckland 1061

## Share Registrar

Link Market Services Limited  
PO Box 91976, Auckland 1142  
Level 7, Zurich House, 21 Queen Street, Auckland 1010  
Investor enquiries: 09 375 5998  
Investor email: [enquiries@linkmarketservices.co.nz](mailto:enquiries@linkmarketservices.co.nz)  
website: [www.linkmarketservices.co.nz](http://www.linkmarketservices.co.nz)

## Legal Advisor

Sean Joyce – Corporate Counsel  
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Auckland 1143  
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