

ASX ANNOUNCEMENT



Release of Explanatory Memorandum

Sydney, 20 August 2013 (ASX: BVA) – Bravura Solutions Limited (**Bravura**) - a leading global supplier of wealth management, life insurance and transfer agency software applications and services - announces that the Australian Securities and Investments Commission (**ASIC**) has registered the Explanatory Memorandum in relation to the previously announced scheme of arrangement (**Scheme**) and sale transaction (**Sale Transaction**) (together, the **Proposal**) under which Stockholm Solutions Pty Ltd, an entity owned by funds advised by Ironbridge Capital (**Ironbridge**), proposes to acquire 100 per cent of the ordinary shares in Bravura.

If the Scheme is approved and implemented, minority shareholders will receive a cash amount of \$0.28 per share (**Scheme Consideration**) for each Bravura share held as at the scheme record date, currently scheduled to be 10:30am (Sydney time) on Thursday, 3 October 2013.

Printed copies of the Explanatory Memorandum, including the Independent Expert's report prepared by Deloitte (**Independent Expert**), will be mailed to Bravura shareholders on 23 August 2013. A copy of the Explanatory Memorandum, including the Independent Expert's report, is attached to this announcement.

The Independent Directors of Bravura believe that the Proposal is in the best interests of Bravura shareholders and recommend that, in the absence of a superior proposal, Bravura shareholders vote in favour of the resolutions required to implement the Proposal. Furthermore, the Independent Expert has concluded that, in the absence of a superior proposal, the Scheme is fair and reasonable and in the best interests of minority shareholders, the advantages of the Sale Transaction outweigh the disadvantages, and the Proposal as a whole is in the best interests of minority shareholders.

The release of the Explanatory Memorandum follows orders made by the Federal Court of Australia to convene a meeting of minority shareholders to consider and vote on the Scheme (**Scheme Meeting**). These orders were lodged with ASIC on 20 August 2013. The Explanatory Memorandum also includes a notice convening a general meeting to consider and vote on the Sale Transaction (**General Meeting**).

For the Scheme to be approved, the minority shareholders must pass a resolution (**Scheme Resolution**) at the Scheme Meeting. It is a condition of the Scheme that the Sale Transaction is approved by the minority shareholders passing a resolution (**Sale Resolution**) at the General Meeting. Unless the Bidder chooses to waive this condition, both the Scheme Resolution and Sale Resolution must be passed in order for the Scheme to proceed and for shareholders entitled to participate in the Scheme to receive the Scheme Consideration.

The Scheme Meeting will be held at 10:30am on Monday 23 September 2013 at Computershare Investor Services, Level 4, 60 Carrington Street, Sydney NSW 2000. The General Meeting to approve the Sale Transaction will be held immediately following the conclusion of the Scheme Meeting at the same location. All Bravura shareholders are encouraged to vote either by attending the meetings in person, or by lodging a proxy vote.

Further details relating to the Proposal can be found in the Explanatory Memorandum. If you have any questions in relation to the Explanatory Memorandum or this announcement you should call the Bravura Shareholder Information Line on 1800 129 386 (within Australia) or +61 1800 129 386 (outside Australia), which will be open from 23 August 2013, between 8:30am and 7:30pm (Sydney time), Monday to Friday.

- ends -

For further information, visit <http://www.bravurasolutions.com> or contact:
Brian Mitchell, Chairman, Bravura Solutions Limited +6 12 9018 7800



BRAVURA SOLUTIONS LIMITED
ACN 111 148 826

Explanatory Memorandum

in relation to a recommended proposal for the acquisition of all of the shares in Bravura Solutions Limited by Stockholm Solutions Pty Ltd including by way of a scheme of arrangement between Bravura Solutions Limited and the Minority Shareholders

A Notice of Scheme Meeting is included as Annexure E to this Explanatory Memorandum. The Scheme Meeting will be held at 10:30am on Monday 23 September 2013 at Computershare Investor Services, Level 4, 60 Carrington Street, Sydney NSW 2000.

A Notice of General Meeting is included as Annexure F to this Explanatory Memorandum. The General Meeting will be held immediately following the conclusion of the Scheme Meeting on Monday 23 September 2013 at Computershare Investor Services, Level 4, 60 Carrington Street, Sydney NSW 2000.

A Proxy Form for the Scheme Meeting and the General Meeting accompanies this Explanatory Memorandum.

The Independent Expert has concluded that the Proposal as a whole, including both the Scheme and the Sale Transaction, is in the best interests of Minority Shareholders.

Vote in favour

Your Independent Directors recommend that you support the Proposal by voting in favour of the Scheme Resolution and the Sale Resolution, in the absence of a Superior Proposal.



This is an important document and requires your immediate attention. You should read this Explanatory Memorandum in its entirety prior to deciding whether or not to vote in favour of the Proposal. If you are in any doubt as to how to deal with this Explanatory Memorandum, please consult your legal or financial advisor immediately. If you have recently sold all of your Bravura Shares, please ignore this Explanatory Memorandum.

If you have any questions in relation to this Explanatory Memorandum or the Proposal you should call the Bravura Shareholder Information Line on 1800 129 386 (within Australia) or +61 1800 129 386 (outside Australia) between 8:30am and 7:30pm (Sydney time), Monday to Friday.



MACQUARIE

Financial advisor to Bravura

CLAYTON UTZ

Legal advisor to Bravura

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SECTION ONE

Important Notices

General

Bravura Shareholders should read this Explanatory Memorandum in its entirety before making a decision as to how to vote on the Resolutions to be considered at the Meetings. If you are in any doubt as to how to deal with this Explanatory Memorandum, please consult your legal or financial advisor immediately.

Purpose of this Explanatory Memorandum

The purpose of this Explanatory Memorandum is to explain the terms of the Proposal and the manner in which the Proposal will be considered and implemented (if approved), and to provide such information as is prescribed or otherwise material to the decision of Bravura Shareholders to vote in favour of or against the Resolutions to give effect to the Proposal. This Explanatory Memorandum includes:

- > the Explanatory Statement required by section 412(1) of the Corporations Act in relation to the Scheme; and
- > the Notice of General Meeting required to be sent to Bravura Shareholders in relation to the Sale Resolution.

Responsibility statement

Except as set out in paragraphs (a) and (b) below, this Explanatory Memorandum has been prepared by, and is the responsibility of, Bravura:

- a. The information concerning the Bidder and the information concerning the Sale Transaction contained in Sections 8 and 7.7(b), the answers to the questions "What is the Sale Transaction" and "Who is the Bidder?" in Section 4 and the second paragraph in Section 7.2 of this Explanatory Memorandum, including information as to the funding arrangements it has put in place to provide the Scheme Consideration, information as to the views, intentions, and decisions of the Bidder in relation to Bravura and information in relation to the Sale Agreement (collectively, the **Bidder Information**) has been prepared by, and is the responsibility of, the Bidder. Bravura does not assume responsibility for the accuracy or completeness of the Bidder Information.
- b. The Independent Expert's Report contained in this Explanatory Memorandum has been prepared by, and is the responsibility of, Deloitte. Bravura does not assume any responsibility for the accuracy or completeness of the Independent Expert's Report except in relation to information given by it to the Independent Expert or its directors, officers or employees for the purposes of the Independent Expert preparing the Independent Expert's Report. The Independent Expert and its directors, officers and employees are not responsible for the accuracy and completeness of any other part of this Explanatory Memorandum.

ASIC, ASX and the Court

A copy of this Explanatory Memorandum has been provided to ASIC for the purpose of section 411(2) of the Corporations Act and registered by ASIC for the purpose of section 412(6) of the Corporations Act.

ASIC has reviewed a copy of this Explanatory Memorandum. Bravura has asked ASIC to provide a statement, in accordance with section 411(17)(b) of the Corporations Act, that ASIC has no objection to the Scheme. If ASIC provides that statement, it will be produced to the Court at the time of the hearing on the Second Court Date. Neither ASIC nor its officers take any responsibility for the contents of this Explanatory Memorandum.

A copy of this Explanatory Memorandum has been lodged with ASX. Neither ASX nor any of its respective officers takes any responsibility for the contents of this Explanatory Memorandum.

The Court has ordered the convening of the Scheme Meeting pursuant to section 411(1) of the Corporations Act. The fact that under section 411(1) of the Corporations Act the Court has ordered that the Scheme Meeting be convened and has approved the Explanatory Memorandum does not mean that the Court:

- a. has formed any view as to the merits of the proposed Scheme or as to how Bravura Shareholders should vote (on this matter Bravura Shareholders must reach their own decision); or
- b. has prepared, or is responsible for, the content of the Explanatory Memorandum.

No investment advice

The information contained in this Explanatory Memorandum does not constitute financial product advice and has been prepared without reference to the investment objectives, financial situation, taxation position and particular needs of Bravura Shareholders. The information in this Explanatory Memorandum should not be relied upon as the sole basis for any investment decision in relation to the Scheme or the Bravura Shares. Bravura Shareholders should seek independent financial, taxation or other professional advice before making any decision regarding the Proposal.

Forward looking statements

Certain statements in this Explanatory Memorandum relate to the future. These forward looking statements involve known and unknown risks, uncertainties, assumptions and other important factors that could cause the actual results, performance or achievements of Bravura to be materially different from future results, performance or achievements expressed or implied by such statements. Such risks, uncertainties, assumptions and other important factors include, among other things, general economic conditions, exchange rates, interest rates, the regulatory environment, competitive pressures, selling price and market demand.

None of Bravura, the Bidder or any other person gives any representation, assurance or guarantee that the occurrence of the events expressed or implied in any forward looking statements in this Explanatory Memorandum will actually occur. Bravura Shareholders are cautioned about relying on any such forward looking statements. The forward looking statements in this Explanatory Memorandum reflect views held only at the date of this Explanatory Memorandum. Additionally, statements of the intentions of the Bidder reflect its present intentions as at the date of this Explanatory Memorandum and may be subject to change.

Notice to Bravura Shareholders in jurisdictions outside Australia

This Explanatory Memorandum complies with the disclosure requirements applicable in Australia, which may be different to those in other countries. This Explanatory Memorandum does not in any way constitute an offer to buy securities in any place in which, or to any person whom, it would not be lawful to make such an offer. Minority Shareholders residing outside Australia for tax purposes should seek specific taxation advice in relation to the Australian and overseas taxation implications of the Proposal.

Privacy and personal information

Bravura, the Bidder and the Bravura Share Registry may collect personal information in the process of implementing the Proposal. The personal information may include the names, addresses, other contact details and details of the shareholdings of Bravura Shareholders, and the names of individuals appointed by Bravura Shareholders as proxies, corporate representatives or attorneys at the Meetings. The collection of some of this information is required or authorised by the Corporations Act.

Bravura Shareholders who are individuals and the other individuals in respect of whom personal information is collected as outlined above have certain rights to access the personal information collected in relation to them. Such individuals should contact the Computershare Limited Privacy Officer at privacy@computershare.com.au or see the Privacy Policy at <http://corporate.computershare.com/australia/help/pages/privacypolicies.aspx> if they wish to exercise these rights.

The personal information is collected for the primary purpose of implementing the Proposal. The personal information may be disclosed to Bravura's and the Bidder's share registries/transfer agents, securities brokers, print and mail service providers and any other service provider to the extent necessary to effect the Proposal.

If the information outlined above is not collected, Bravura may be hindered in, or prevented from, conducting the Meetings and Implementing the Sale Transaction, the Scheme and the Proposal.

Bravura Shareholders who appoint an individual as their proxy, corporate representative or attorney to vote at the Meetings should inform such an individual of the matters outlined above.

Interpretation

Capitalised terms and certain abbreviations used in this Explanatory Memorandum have the defined meanings set out in Section 12 of this Explanatory Memorandum.

Figures, amounts, percentages, estimates, calculations of value and fractions in this Explanatory Memorandum are subject to the effect of rounding. Accordingly, the actual calculation of these figures may differ from the figures set out in this Explanatory Memorandum.

All references to times in this Explanatory Memorandum are references to time in Sydney Australia, unless otherwise stated. All dates in the timetable are indicative only.

Unless otherwise specified, all references to "\$", "A\$", "dollar" and "cent" are references to Australian currency.

No internet site is part of this Explanatory Memorandum

Bravura and Ironbridge each maintain an internet website. Any references in this Explanatory Memorandum to a website is a textual reference for information only and no information in any website forms part of this Explanatory Memorandum.

Date of Explanatory Memorandum

This Explanatory Memorandum is dated 20 August 2013.

Supplementary information

Bravura Shareholders who have any questions or require further information should contact the Bravura Shareholder Information Line on 1800 129 386 (within Australia) or +61 1800 129 386 (outside Australia) between 8:30am and 7:30pm (Sydney time), Monday to Friday. Bravura Shareholders should seek independent financial, taxation or other professional advice before making any decision regarding the Proposal.

In certain circumstances, Bravura may provide additional disclosure to Bravura Shareholders in relation to the Proposal after the date of this Explanatory Memorandum. To the extent applicable, Bravura Shareholders should have regard to any such supplemental information in determining how to vote in relation to the Proposal.

Key Dates

Event	Time and Date
Latest time and date by which the Proxy Form must be received by the Share Registry for the Meetings ¹	10:30am (Sydney time) on Saturday 21 September 2013
Time for determining eligibility to vote at the Meetings	10:30am (Sydney time) on Saturday 21 September 2013
Scheme Meeting	10:30am on Monday 23 September 2013
General Meeting	Monday 23 September 2013, immediately following the conclusion of the Scheme Meeting
Second Court Date	Thursday 26 September 2013
Effective Date	Thursday 26 September 2013
Last date Bravura Shares will trade on ASX	Thursday 26 September 2013
Scheme Record Date – time and date for determining entitlements to Scheme Consideration	5:00pm (Sydney time) on Thursday 3 October 2013
Implementation Date – transfer of Bravura Shares to the Bidder	Thursday 10 October 2013
Payment of Scheme Consideration: will be made to Scheme Shareholders (by cheque)	Thursday 10 October 2013

All dates and times are references to the time in Sydney, Australia, unless otherwise stated. This timetable is indicative only. The actual timetable will depend upon the time at which the Conditions Precedent to the Proposal are satisfied or, if applicable, waived. Those Conditions Precedent are summarised in Section 7.9 of this Explanatory Memorandum. Bravura has the right to vary the timetable set out above subject to the approval of such variation by the Court and ASX where required. Any variation to the timetable set out above will be announced to ASX.

¹ If you are proposing to lodge your Proxy Form by mailing the Proxy Form to GPO Box 242, Melbourne, Victoria 3001 (using the reply-paid envelope provided) or the registered office of Bravura, in order to meet this deadline you should ensure that the Proxy Form is received by 4:00pm Friday 20 September 2013.

Letter from the Chairman

20 August 2013

Dear Shareholder,

On 17 July 2013, Bravura Solutions Limited announced that it had entered into a Scheme Implementation Agreement with Stockholm Solutions Pty Ltd (the **Bidder**), an entity owned by funds advised by Ironbridge Capital Management Pty Limited, or its affiliates, in relation to a recommended proposal whereby, subject to the satisfaction of a number of conditions, the Bidder will acquire all of the shares in Bravura (the **Proposal**).

The Ironbridge Entities currently have an interest in 67.12 per cent of the shares in Bravura.

Under the Proposal, the Bravura Shares held by Bravura Shareholders other than the Ironbridge Entities (the **Minority Shareholders**) will be acquired pursuant to a scheme of arrangement (the **Scheme**).

If the Scheme is approved and implemented, Minority Shareholders will receive a cash amount of \$0.28 per Scheme Share held as at the Scheme Record Date, currently scheduled to be 10:30am (Sydney time) on Thursday 3 October 2013.

The Bravura Shares held by the Ironbridge Entities will be separately acquired under the Proposal by Bidder in consideration for the issue of securities in an affiliate of the Bidder (the **Sale Transaction**).

In order for the Scheme to proceed, the Proposal requires the approval by Minority Shareholders of resolutions that will be considered at separate shareholder meetings currently scheduled to be held on the same day, being the Scheme Resolution in relation to the Scheme and the Sale Resolution in relation to the Sale Transaction. The Scheme will not be implemented and Scheme Shareholders will not receive the Scheme Consideration unless both the Scheme Resolution and the Sale Resolution are approved.² The Meetings will be convened for this purpose, commencing at 10:30am on Monday 23 September 2013 at Computershare Investor Services Pty Limited, Level 4, 60 Carrington Street Sydney NSW 2000.

If you wish for the Scheme to proceed, it is important that you vote in favour of both the Scheme Resolution and Sale Resolution at the Meetings.

The Independent Directors (Trevor Perry and myself) unanimously recommend, in the absence of a Superior Proposal, that Minority Shareholders APPROVE the Proposal by voting in favour of the Scheme Resolution and the Sale Resolution at the Meetings. Each of the Independent Directors, as well as the Executive Directors (Tony Klim and Rebecca Lowde), intends to vote in favour of the Resolutions in relation to all Bravura Shares held or controlled by them (if any), in the absence of a Superior Proposal.

In coming to this recommendation, the Independent Directors carefully considered the following:

- > The Proposal will enable Scheme Shareholders to realise, in an immediate and certain way, an attractive cash value for their shares;
- > The Scheme Consideration of \$0.28 cash per Scheme Share represents a substantial premium to Bravura's historical trading prices, including:
 - > a premium of 65 per cent to the closing price on 27 June 2013 of \$0.170, being the day prior to the announcement of an indicative, non-binding proposal from Ironbridge;
 - > a premium of 51 per cent to the one month volume weighted average price to 27 June 2013 of \$0.185; and
 - > a premium of 48 per cent to the three month volume weighted average price to 27 June 2013 of \$0.189.
- > Bravura's small free-float and associated low trading liquidity which the Independent Directors believe may lead to a limited ability for Minority Shareholders to otherwise realise their investment;
- > The limited prospects of a Superior Proposal; and
- > The Independent Expert has concluded that the Scheme is fair and reasonable and in the best interests of Minority Shareholders, the advantages outweigh the disadvantages of the Sale Transaction for Minority Shareholders and the Proposal as a whole, including both the Scheme and the Sale Transaction, is in the best interests of Minority Shareholders.

² The Scheme may be implemented if the Sale Resolution is not approved if the Bidder chooses to waive this Condition Precedent.

Additional information

As stated in Bravura's announcement on 28 June 2013, Fisher Funds has confirmed to the Independent Directors that it will, in the absence of a superior proposal for 100 per cent of Bravura, support the Proposal at the proposed offer price of \$0.28 per Scheme Share and vote the Bravura Shares in which it has a Relevant Interest (being 14.13 per cent of Bravura Shares) in favour of the Resolutions to approve the Proposal. In addition, Fisher Funds has confirmed it will not sell its Bravura Shares other than into the Proposal or into a superior proposal for 100 per cent of Bravura.

Fisher Funds has reconfirmed this position to the Independent Directors as at the date of this Explanatory Memorandum.

Independent Expert

Bravura appointed Deloitte to independently assess the Scheme and Sale Transaction. Deloitte concluded that the Scheme is fair and reasonable and in the best interests of Minority Shareholders, the advantages outweigh the disadvantages of the Sale Transaction for Minority Shareholders and the Proposal as a whole, including both the Scheme and the Sale Transaction, is in the best interests of Minority Shareholders. The reasons why Deloitte reached this conclusion are set out in the Independent Expert's Report in Annexure A of this Explanatory Memorandum.

Conclusion

Further information on the Proposal is contained in this Explanatory Memorandum, including reasons for the recommendations of the Independent Directors. I encourage you to read this (including the Independent Expert's Report) in full and, if required, to seek your own investment or other professional advice.

Your vote is important and I encourage you to vote either by attending the Meetings, to be held on Monday 23 September 2013 at the Computershare Investor Services Pty Limited, Level 4, 60 Carrington Street Sydney NSW 2000 or by lodging a proxy vote for each meeting. Information on how to vote is detailed in Section 6 of this Explanatory Memorandum. If you are unable to attend the Meetings in person, please vote by completing the Proxy Form attached and return it to the Bravura Share Registry in accordance with the directions on the form so that it is received by 10:30am (Sydney time) on Saturday 21 September 2013. Alternatively, you may lodge a proxy vote electronically by logging on to www.investorvote.com.au.

If you have any questions in relation to the Proposal or this Explanatory Memorandum, please contact the Bravura Shareholder Information Line on 1800 129 386 (within Australia) or +61 1800 129 386 (outside Australia) between 8:30am and 7:30pm (Sydney time), Monday to Friday.

I would like to take this opportunity to thank you for your support of Bravura. The relevant Ironbridge funds have been long-term shareholders in Bravura and, subject to the necessary approvals being received, we are confident that the business will be in good hands going forward.

Yours sincerely,



Brian Mitchell

Chairman
Bravura Solutions Limited

Frequently Asked Questions

This Explanatory Memorandum contains detailed information regarding the Proposal. The following Section provides summary answers to some questions you may have and will assist you to locate further detailed information in this Explanatory Memorandum.

The Proposal, the Scheme and the Sale Transaction at a glance

What is the Proposal?

The Proposal involves the Bidder acquiring all of the Bravura Shares held by Minority Shareholders by way of a "scheme of arrangement" for \$0.28 cash per Scheme Share and the Bravura Shares held by the Ironbridge Entities under the Sale Transaction.

> **Section 7**

What is a "scheme of arrangement"?

A "scheme of arrangement" is a means of implementing an acquisition of shares under the Corporations Act. It requires a vote in favour of the Scheme Resolution by certain majorities of shareholders at a meeting of shareholders and also requires Court approval.

A detailed description of the Scheme is set out in Section 7 of this Explanatory Memorandum. The terms of the Scheme are set out in full in Annexure C of this Explanatory Memorandum.

> **Section 7 and Annexure C**

What is the Sale Transaction?

Ironbridge Fund II currently holds a 67.12 per cent interest in Bravura, which is held through the Ironbridge Entities. Ironbridge Fund II also indirectly owns 100 per cent of Bidder. Under the Sale Transaction, the Ironbridge Entities will transfer the shares they currently hold in Bravura to Bidder on the terms and conditions of the Sale Agreement. The Bravura Shares currently held by the Ironbridge Entities will continue to be ultimately controlled by Ironbridge Fund II following the Sale Transaction.

> **Sections 7, 9.5 and 9.6**

What approvals of Minority Shareholders are required?

The Scheme can only proceed if the:

- > Scheme Resolution is passed by the required voting majority of Minority Shareholders at the Scheme Meeting; and
- > Sale Resolution to approve the Sale Agreement is passed by the required voting majority of Minority Shareholders at the General Meeting (or the Bidder chooses to waive this Condition Precedent).

It is also necessary for the Court to approve the Scheme before it can become Effective.

Sections 7.2 and 7.7 of this Explanatory Memorandum provide details of the required voting majority for each resolution to be passed.

> **Sections 7.2 and 7.7**

What do the Independent Directors recommend?

The Independent Directors recommend that, in the absence of a Superior Proposal, you support the Proposal by voting in favour of the Scheme Resolution and the Sale Resolution. The remaining Bravura Directors make no recommendation in relation to the Scheme Resolution and the Sale Resolution.

The Independent Directors unanimously believe that, for the reasons set out in Sections 5.2 and 7.4 of this Explanatory Memorandum, the Proposal is in the best interests of Minority Shareholders, in the absence of a Superior Proposal.

The reasons for this recommendation and other matters that you may wish to take into consideration are set out in Section 5 of this Explanatory Memorandum.

> **Sections 5 and 7.4**

What are the intentions of the Directors?

Each of the Independent Directors, as well as the Executive Directors (Tony Klim and Rebecca Lowde), intends to vote in favour of the Resolutions in relation to all Bravura Shares held or controlled by them (if any), in the absence of a Superior Proposal.

> **Section 7.4**

What are the reasons to vote in favour of the Proposal?

The reasons to vote in favour of the Scheme and the Sale Resolution are set out in Section 5.2 of this Explanatory Memorandum.

> **Section 5.2**

What are the possible reasons not to vote in favour of the Proposal?

The possible reasons not to vote in favour of the Scheme and the Sale Resolution are set out in Section 5.3 of this Explanatory Memorandum.

> **Section 5.3**

What is the Independent Expert's conclusion?

The Independent Directors engaged Deloitte as the Independent Expert to provide a report in relation to the Proposal.

The Independent Expert has concluded that, in the absence of a Superior Proposal:

- > the Scheme is fair and reasonable and in the best interests of the Minority Shareholders;
- > the advantages outweigh the disadvantages of the Sale Transaction for Minority Shareholders; and
- > the Proposal as a whole, including both the Scheme and the Sale Transaction, is in the best interests of Minority Shareholders.

The Independent Expert's Report is included in Annexure A of this Explanatory Memorandum.

- > Sections 5.2(c), 5.3(a), 7.5 and Annexure A

What are the prospects of receiving a Superior Proposal?

Since the entry into the Scheme Implementation Agreement was announced on 17 July 2013, no Superior Proposal has emerged. The Independent Directors have no basis for believing that a Superior Proposal will be forthcoming.

Minority Shareholders should note that Bravura has agreed to certain exclusivity and Break Fee provisions in favour of the Bidder, which are detailed in Section 7.8 of this Explanatory Memorandum.

- > Sections 5.3(c) and 7.8

What should I do?

You should read this Explanatory Memorandum carefully in its entirety and then vote at the Meetings:

- > in person or by attorney or, in the case of corporate shareholders, by corporate representative; or
- > by appointing a proxy to vote on your behalf.

Full details of who is eligible to vote and how to vote are set out in Section 6 of this Explanatory Memorandum.

- > Section 6

What you will receive under the Proposal

What will I receive if the Proposal proceeds?

If the Scheme is implemented, Scheme Shareholders will receive \$0.28 cash per Scheme Share.

- > Section 7.3

When will I be paid the Scheme Consideration?

If the Scheme is approved and implemented, the Scheme Consideration of \$0.28 cash per Scheme Share will be paid to Scheme Shareholders on the Implementation Date (which is currently expected to be Thursday 10 October 2013).

- > Section 7.11

How will I be paid the Scheme Consideration?

Scheme Shareholders will have their Scheme Consideration paid by cheque. The cheque will be in the name of and sent to the registered mailing address of that holder on the Bravura Share Register.

- > Section 7.11

How will joint Scheme Shareholders be paid the Scheme Consideration?

In the case of joint holders of Scheme Shares, the Scheme Consideration will be paid by cheque. The cheque will be in the names of those joint holders, and sent to the holder whose name appears first on the Bravura Share Register.

What are the tax consequences of the Scheme for me?

Section 10 of this Explanatory Memorandum provides a general outline of the Australian income tax, GST and stamp duty consequences for certain Scheme Shareholders of the disposal of their Bravura Shares to the Bidder under the Scheme.

You should consult with your own tax advisor regarding the consequences of disposing of your Bravura Shares to the Bidder in accordance with the Scheme in light of current tax laws and your particular investment circumstances.

- > Section 10

Will I have to pay brokerage fees or stamp duty?

No, you will not have to pay any brokerage or stamp duty on the disposal of your Bravura Shares under the Scheme.

- > Section 10

Approvals and conditions of the Scheme

What are the Conditions Precedent?

Implementation of the Scheme is subject to a number of Conditions Precedent. These Conditions Precedent are summarised in Section 7.9 of this Explanatory Memorandum and are set out in full in the terms of the Scheme (a copy of which forms Annexure C of this Explanatory Memorandum) and the Scheme Implementation Agreement (a copy of which forms Annexure B of this Explanatory Memorandum).

- > **Section 7.9, Annexure C and Annexure B**

Can all the Conditions Precedent be waived?

No, the conditions relating to the Scheme Shareholder approval of the Scheme and Court approval of the Scheme cannot be waived. If these conditions are not satisfied, the Scheme will not proceed.

The other conditions may be waived by the party for whose benefit the condition operates or, where the condition operates for the benefit of more than one party, by each such party.

- > **Section 7.9 and Annexure B**

What happens if the Resolutions are approved at the Meetings?

If the Resolutions are passed at the Meetings, Bravura will apply to the Court for orders approving the Scheme.

At the hearing on the Second Court Date, Bravura and the Bidder will provide a certificate to the Court confirming (in respect of matters within its knowledge) whether or not the Conditions Precedent (other than the condition relating to Court approval) have been satisfied or (if applicable) waived in accordance with the Scheme Implementation Agreement.

- > **Section 7.6**

What happens if the Scheme is approved by the Court?

If the Scheme is approved by the Court, Bravura will lodge the Court orders with ASIC on the day of the Court approval at which time the Scheme will become Effective.

- > **Section 7.6**

What happens if the Scheme does not proceed?

If the Scheme does not proceed, Bravura Shareholders will retain their Bravura Shares, Bravura will continue to operate as a stand-alone entity listed on ASX and Scheme Shareholders will not receive the Scheme Consideration.

Bravura will continue to focus on its current business plan and, and any payment of dividends in the future will be subject to determination by the Bravura Board. Bravura Shareholders will remain exposed to the risks of Bravura, as discussed in Section 5.4(a) of this Explanatory Memorandum.

In the event that the Scheme does not proceed, the Sale Transaction will also not proceed and the Ironbridge Entities will not transfer their Bravura Shares to the Bidder, as one of the conditions to the Sale Transaction is that the Scheme becomes Effective.

- > **Sections 5.4(a) and 7.10**

What happens if the Resolutions are approved at the Meetings, but it is not approved by the Court?

If the Scheme is approved at the Scheme Meeting, but is not approved by the Court, the Scheme will not proceed.

- > **Sections 7.9 and 7.10**

What happens if the Sale Resolution is not approved at the General Meeting?

If the Sale Resolution is not approved at the General Meeting, the Bravura Shares held by the Ironbridge Entities will not be transferred to the Bidder under the Sale Agreement. If that occurs, the Scheme will not proceed and Scheme Shareholders will not receive the Scheme Consideration unless the Bidder chooses to waive the Condition Precedent that the Sale Resolution is passed.

- > **Sections 7.9 and 7.10**

What happens if the Sale Resolution is approved at the General Meeting but the Scheme Resolution is not approved at the Scheme Meeting?

If the Sale Resolution is approved at the General Meeting but the Scheme Resolution is not approved at the Scheme Meeting, then the Bravura Shares held by the Ironbridge Entities will not be transferred to the Bidder under the Sale Agreement, the Scheme will not proceed and Scheme Shareholders will not receive the Scheme Consideration.

- > **Sections 7.9 and 7.10**

Scheme Meeting, voting and approvals

What is the Scheme Resolution

The Scheme Resolution is a resolution to approve the Scheme. It will be voted on at the Scheme Meeting and is set out in Annexure C.

> Annexure C

When and where will the Scheme Meeting be held?

The Scheme Meeting will be held on 10:30am on Monday 23 September 2013 at Computershare Investor Services Pty Limited, Level 4, 60 Carrington Street Sydney NSW 2000.

> Section 7.6 and Annexure E

What vote is required to approve the Scheme?

Approval of the Scheme requires a majority in number of Minority Shareholders present and voting at the Scheme Meeting (in person, by proxy or by corporate representative or attorney), and at least 75 per cent of the total number of votes cast on the Scheme Resolution (in person, by proxy or by corporate representative or attorney).

As the Ironbridge Entities are not a party to the Scheme, they will not vote on the Scheme Resolution at the Scheme Meeting.

> Section 7.2

Am I entitled to vote at the Scheme Meeting?

The expected time for determining eligibility to vote at the Scheme Meeting is 10:30am (Sydney time) on Saturday 21 September 2013. Only those Minority Shareholders entered on the Bravura Share Register at that time will be entitled to attend and vote at the Scheme Meeting.

> Sections 6.3 and 6.4

Can the Ironbridge Entities vote at the Scheme Meeting?

No. Only the Minority Shareholders (which excludes the Ironbridge Entities) are eligible to vote at the Scheme Meeting.

> Section 7.2

What choices do I have as a Minority Shareholder?

As a Minority Shareholder you have the following choices:

- > you can vote at the Scheme Meeting in person, by attorney, by proxy or, in the case of corporate shareholders, by corporate representative;
- > you can elect not to vote at the Scheme Meeting; or
- > you can sell your Bravura Shares on at any time before the close of trading on the day that the Scheme becomes Effective.

> Section 6.1

Should I vote?

Voting is not compulsory. However, the Independent Directors believe that the Scheme is important to all Scheme Shareholders and the Independent Directors recommend that, in the absence of a Superior Proposal, you vote in favour of the Scheme Resolution at the Scheme Meeting.

> Sections 5 and 7.4

How do I vote?

You may vote in person by attending the Scheme Meeting.

Alternatively, you may vote by lodging a proxy online via www.investorvote.com.au, or by completing and lodging the Proxy Form that is enclosed with this Explanatory Memorandum. The Proxy Form can be lodged by mail, in person or by fax – refer to Section 6.2 for further details.

You can also vote by appointing a corporate representative (if you are a corporate shareholder) or an attorney to attend the meeting.

For Intermediary Online subscribers only (custodians), please visit www.intermediaryonline.com to submit your voting intentions.

Full details of how to vote and how to lodge the Proxy Form, corporate representative appointment or power of attorney are set out in the Section 6.2 of this Explanatory Memorandum.

> Section 6.2

What happens if I do not vote, or I vote against the Scheme?

The Scheme may not be approved at the Scheme Meeting by the required majorities of Minority Shareholders. If this occurs the Scheme will not proceed, Scheme Shareholders will not receive the Scheme Consideration and they will remain Bravura Shareholders.

However, if the Scheme Resolution is approved and Implemented, the Scheme Shares which Scheme Shareholders hold on the Scheme Record Date will be transferred to the Bidder under the Scheme and Scheme Shareholders will receive the Scheme Consideration for each of their Scheme Bravura Shares.

This is so even if you did not vote at all or you voted against the Scheme Resolution.

> Sections 5.4(a), 7.2 and 7.10

When will the results of the Scheme Meeting be available?

The results of the Scheme Meeting will be notified to ASX shortly after the conclusion of the Scheme Meeting.

> Section 7.6

General Meeting, voting and approvals

Why is the General Meeting being held?

One of the Conditions Precedent to the Scheme is that the Sale Transaction is approved by Minority Shareholders under item 7 of section 611 of the Corporations Act.

The General Meeting is being convened to seek Minority Shareholder approval of the Sale Resolution.

> Sections 7.7 and 7.9

Does the Sale Resolution need to be approved in order for the Scheme to be implemented?

Yes - the approval of the Sale Resolution is a Condition Precedent under the Scheme Implementation Agreement.

If the Minority Shareholders do not approve the Sale Resolution, the Scheme will not proceed unless the Bidder chooses to waive the Condition Precedent that the Sale Resolution is passed.

> Sections 7.7 and 7.9

When and where will the General Meeting be held?

The General Meeting will be held immediately following the conclusion of the Scheme Meeting on Monday 23 September 2013 at the offices of Computershare Investor Services Pty Limited, Level 4, 60 Carrington Street Sydney NSW 2000. This is the same location as the Scheme Meeting.

> Section 7.6 and Annexure F

What vote is required to approve the Resolution?

The Sale Resolution must be passed as an ordinary resolution (that is, a majority, being more than 50 per cent, of the votes which are cast on the resolution must be in favour of it).

The Ironbridge Entities, the Bidder and their respective Associates, cannot cast a vote in favour of the resolution.

> Section 7.7

Am I entitled to vote at the General Meeting?

The expected time for determining eligibility to vote at the General Meeting is 10:30am (Sydney time) on Saturday 21 September 2013. Only those Minority Shareholders entered on the Bravura Share Register at that time will be entitled to attend and vote at the General Meeting.

> Section 6.3

Can the Ironbridge Entities vote at the General Meeting?

The Ironbridge Entities, the Bidder and their respective Associates, cannot cast a vote in favour of the resolution.

> Section 7.7

How do I vote?

You may vote in person by attending the General Meeting. Alternatively, you may vote by lodging a proxy online via www.investorvote.com.au, or by completing and lodging the Proxy Form that is enclosed with this Explanatory Memorandum. The Proxy Form can be lodged by mail, in person or by fax – refer to Section 6.2 for further details.

You can also vote by appointing a corporate representative (if you are a corporate shareholder) or an attorney to attend the meeting.

For Intermediary Online subscribers only (custodians), please visit www.intermediaryonline.com to submit your voting intentions.

Full details of how to vote and how to lodge the Proxy Form, corporate representative appointment or power of attorney are set out in the Section 6.2 of this Explanatory Memorandum.

> Section 6.2

Other

Can I keep my shares in Bravura?

If the Scheme is implemented, the Bravura Shares which Scheme Shareholders hold at the Scheme Record Date will be transferred to the Bidder. This is so even if you did not vote at all or you voted against the Scheme at the Scheme Meeting.

> Section 5.4(c)

What is the stated intention of Fisher Funds?

Fisher Funds has confirmed to the Independent Directors that it will, in the absence of a Superior Proposal for 100 per cent of Bravura, support the Proposal at the proposed offer price of \$0.28 per Scheme Share and vote the Bravura Shares in which it has a Relevant Interest (being 14.13 per cent of Bravura Shares) in favour of the Resolutions to approve the Proposal.

In addition, Fisher Funds has confirmed it will not sell its Bravura Shares other than into the Proposal or into a Superior Proposal for 100 per cent of Bravura.

> Section 5.4

Who is the Bidder?

Stockholm Solutions Pty Ltd is an Australian incorporated entity ultimately wholly owned by Ironbridge Fund II.

Further information in relation to the Bidder and Ironbridge is set out in Section 9 of this Explanatory Memorandum.

> **Section 9.1**

Can I acquire shares in the Bidder?

The Bidder is not listed on ASX and so it is not possible to acquire shares in the Bidder.

Are any other approvals required?

Implementation of the Scheme is subject to certain regulatory approvals, as summarised in Section 11.14 of this Explanatory Memorandum.

> **Section 11.14**

What happens if a Superior Proposal emerges?

If a Superior Proposal emerges, the Independent Directors will reconsider their recommendation in respect of the Proposal.

If a majority of the Independent Directors publicly recommend that the Superior Proposal is in the best interests of Minority Shareholders, Bravura is entitled to terminate the Scheme Implementation Agreement and not proceed with the Proposal.

> **Section 7.4**

When will Bravura Shares cease trading on ASX?

Provided the Scheme becomes Effective, Bravura Shares are currently expected to cease trading on ASX at close of trading on Thursday 26 September 2013.

> **Section 7.6**

What if I have other questions?

If you have any further questions concerning the Proposal, please consult your financial, legal, or other professional advisor or call the Bravura Shareholder Information Line on 1800 129 386 (within Australia) or +61 1800 129 386 (outside Australia) between 8:30am and 7:30pm (Sydney time), Monday to Friday.

Matters relevant to your vote on the Proposal

Reasons to vote in favour of the Proposal

One

The Independent Directors unanimously recommend that you support the Proposal by voting in favour of the Scheme Resolution and the Sale Resolution, in the absence of a Superior Proposal

Two

The Scheme Consideration represents a substantial premium to recent trading prices

Three

The Independent Expert has concluded that the Scheme is fair and reasonable and in the best interests of Minority Shareholders, the advantages outweigh the disadvantages of the Sale Transaction for Minority Shareholders and the Proposal as a whole is in the best interests of Minority Shareholders

Four

The Proposal provides certain and immediate value

Five

Limitations from Bravura's small free-float and low trading liquidity with the Proposal providing an opportunity to realise your investment

Six

Bravura's share price may fall if the Scheme is not implemented

Seven

There are no brokerage or transfer costs on the disposal of your Bravura Shares under the Scheme

Reasons to vote in favour of the Proposal are set out in more detail in Section 5.2 of this Explanatory Memorandum.

Reasons why you may not want to vote in favour of the Proposal

One



You may disagree with the Independent Directors' recommendation and the Independent Expert's conclusion

Two



You may wish to participate in any potential upside that may result from remaining a Minority Shareholder, including exposure to Bravura's business and future dividends from Bravura

Three



You may consider that there is the potential for a Superior Proposal to be made in relation to Bravura in the foreseeable future

Four



You may believe that Bravura Shares will trade at higher prices within the foreseeable future

Five



The tax consequences of the Proposal may not be suitable to your financial position

Six



You may expect to participate in potential dividends in the foreseeable future

Reasons why you may not want to vote in favour of the Proposal are set out in more detail in Section 5.3 of this Explanatory Memorandum.

5.2 Reasons to vote in favour

(a) The Independent Directors unanimously recommend that you support the Proposal by voting in favour of the Scheme Resolution and the Sale Resolution, in the absence of a Superior Proposal

The Independent Directors consider that, taking into account all relevant matters as set out in this Explanatory Memorandum, the Proposal:

- is in the best interests of Minority Shareholders, in the absence of a Superior Proposal; and
- offers Minority Shareholders appropriate value for your Bravura Shares.

On this basis, the Independent Directors unanimously recommend that you support the Proposal by voting in favour of the Scheme Resolution and the Sale Resolution, in the absence of a Superior Proposal.

In the absence of a Superior Proposal, each of the Independent Directors and Executive Directors intends to vote in favour of the Proposal in relation to any Bravura Shares held or controlled by them.

The interests of the Independent Directors in Bravura Shares are set out in Section 11.3 of this Explanatory Memorandum.

(b) The Scheme Consideration represents a substantial premium to recent trading prices

The Scheme Consideration of \$0.28 cash per Scheme Share represents an attractive premium to the prices at which Bravura Shares were trading on the ASX prior to announcement on 28 June 2013 of an indicative, non-binding proposal from Ironbridge.

The Scheme Consideration of \$0.28 cash represents:

- a 65 per cent premium to Bravura's closing price of \$0.170 on 27 June 2013, being the day prior to the announcement of an indicative, non-binding proposal from Ironbridge;
- a 51 per cent premium to Bravura's VWAP of \$0.185 for the one month prior to 27 June 2013; and
- a 48 per cent premium to Bravura's VWAP of \$0.189 for the three months prior to 27 June 2013.

(c) The Independent Expert has concluded that the Scheme is fair and reasonable and in the best interests of Minority Shareholders, the advantages outweigh the disadvantages of the Sale Transaction for Minority Shareholders and the Proposal as a whole is in the best interests of Minority Shareholders

Deloitte, the Independent Expert, has valued 100 per cent of the Bravura Shares on a controlling interest basis at between \$0.25 and \$0.30 per Bravura Share.

The Independent Directors note that the Scheme Consideration of \$0.28 cash per Scheme Share is within Deloitte's valuation range.

Deloitte's report is set out in its entirety in Annexure A of this Explanatory Memorandum. The Independent Directors encourage you to read this report in its entirety before deciding whether or not to support the Proposal by voting in favour of the Resolutions to approve the Scheme and the Sale Transaction.

(d) The Proposal provides certain and immediate value

If all of the Conditions Precedent for the Proposal are satisfied or waived, as applicable, the Scheme Consideration of \$0.28 cash per Scheme Share provides Scheme Shareholders with the certainty of receiving a full cash payment on the Implementation Date, expected to be on or about Thursday 10 October 2013.

While there may be potential upside value beyond the Scheme Consideration if Minority Shareholders remained shareholders in Bravura, it is reasonable to conclude that the achievement of that value is uncertain. Furthermore, Bravura's limited free-float and trading liquidity may mean that fair value may not be reflected in the trading value of Bravura Shares.

The Proposal represents an opportunity for Scheme Shareholders to immediately realise their investment at a premium to the recent trading of Bravura Shares.

(e) Limitations from Bravura's small free-float and low trading liquidity with the Proposal providing an opportunity to realise your investment

Bravura shares are tightly held with Ironbridge Fund II currently owning approximately 67.12 per cent of Bravura Shares and Fisher Funds owning approximately 14.13 per cent of Bravura Shares. This leaves a free-float of 18.8 per cent of Bravura Shares. The proportion of Bravura Shares available as free-float is relatively low, which may limit liquidity for Minority Shareholders as set out below:

- Trading in Bravura Shares is thin. The average daily trading volume for Bravura Shares in the last 12 months prior to 28 June 2013 (being the day prior to the announcement of an indicative, non-binding proposal from Ironbridge) was 169,656 shares per day or 0.03 per cent of Bravura's total shares on issue (total volume for the last 12 months was approximately 44.3 million shares). Only 7.2 per cent of Bravura Shares have changed hands over the same period and there were 77 days when no Bravura Shares were traded on the ASX. The limited trading liquidity can constrain the share price, making it difficult for Minority Shareholders to sell their holdings without affecting the share price, and to receive fair value for those holdings at various points in time in the future.
- Bravura was re-added to the All Ordinaries Index on 18 March 2013, but is not a member of the major indices (e.g. S&P/ASX 200 or S&P/ASX 300) which are followed by index-based investors. As a result, there may not be demand for Bravura Shares by investment funds that benchmark their investments against these major indices.

Under the Proposal, if it is implemented, the Bidder will acquire all of your Scheme Shares for the Scheme Consideration, allowing you to realise your investment in full.

(f) Bravura's share price may fall if the Scheme is not implemented

If the Proposal is not implemented, the trading price of Bravura Shares will continue to be subject to market volatility, including general stock market movements, general economic conditions and the demand for listed securities.

As such, if the Proposal is not implemented, the Bravura share price may trade below the value of the Scheme Consideration of \$0.28 offered under the Proposal.

(g) There are no brokerage or transfer costs on the disposal of your Bravura Shares under the Scheme

No brokerage or stamp duty will be payable on the transfer of your Bravura Shares under the Proposal.

You should refer to Section 10 of this Explanatory Memorandum for a general overview of the tax implications of the Proposal.

5.3 Reasons not to vote in favour**(a) You may disagree with the Independent Directors and the Independent Expert**

The Independent Directors are recommending that Minority Shareholders vote in favour of the Scheme.

The Independent Expert has concluded that, in the absence of a Superior Proposal:

- > the Scheme is fair and reasonable and in the best interest of the Minority Shareholders;
- > the advantages outweigh the disadvantages of the Sale Transaction for Minority Shareholders; and
- > the Proposal as a whole, including both the Scheme and the Sale Transaction, is in the best interests of Minority Shareholders.

You may believe that the Scheme, including the Scheme Consideration, is not in the best interests of Minority Shareholders. In the case that you hold a different view, you are not obliged to follow the recommendation of the Independent Directors. Minority Shareholders may not agree with the Independent Directors or the Independent Expert's conclusions.

(b) You may wish to maintain your current exposure to Bravura

You may wish to maintain your direct investment exposure in Bravura in order to have an investment in a publicly listed company with the specific characteristics of Bravura.

If the Proposal is implemented, Minority Shareholders will no longer participate in the future performance of Bravura. This will mean that Minority Shareholders will not retain any exposure to Bravura's assets, influence the direction of the Company, receive any potential future dividends from Bravura, or have the potential to share in the value that could be generated by Bravura in the future through the successful implementation of its strategies.

(c) You may expect a Superior Proposal will emerge

You may consider that a Superior Proposal may emerge. However, as at the date of this Explanatory Memorandum, the Independent Directors are not aware of a Superior Proposal and have no basis for believing that a Superior Proposal may emerge.

(d) You may believe that Bravura Shares will trade at higher prices within the foreseeable future

You may believe that Bravura's assets and business performance or an improvement in market conditions will lead to a Bravura share price in excess of the Scheme Consideration of \$0.28 cash per Scheme Share within the foreseeable future.

In view of Bravura's small free-float and low trading liquidity, the Independent Directors believe that should the Proposal not proceed, the price of Bravura Shares will most likely settle below the Scheme Consideration of \$0.28 per Scheme Share.

(e) Adverse tax consequences may occur as a result of accepting the Scheme

The Proposal may have adverse tax consequences for Scheme Shareholders. Section 10 of this Explanatory Memorandum provides a description of the general Australian tax implications of the Scheme for Scheme Shareholders.

You should consult your own tax advisor regarding the consequences of acquiring, holding or disposing of Bravura Shares in light of current tax laws as they apply to you and your particular financial circumstances.

(f) You may expect to participate in potential dividends in the foreseeable future

Bravura has not declared regular dividends for the past four years and has not stated its intention to do so in the near term. Minority Shareholders may form a view that they will lose the prospects of receiving potential dividend payments upon implementation of the Scheme.

A summary of Bravura's dividend history is set out in Section 8.8(c).

5.4 Other relevant considerations

(a) Implications of a failure to approve the Scheme

If the required Resolutions for the Proposal are not approved by Minority Shareholders or the Scheme is not approved by the Court, Bravura Shareholders will retain their Bravura Shares. Under this scenario, and in the absence of a Superior Proposal, the Bravura share price may fall. The market price of Bravura Shares is influenced by a variety of general business cycles and economic and political factors in Australia and overseas, including economic growth, interest rates, exchange rates, inflation, employment levels, changes in government fiscal, monetary and regulatory policy in relevant jurisdictions and changes to accounting or financial reporting standards. In addition to these factors, deterioration of general economic conditions, adverse foreign exchange rate movements, the Australian and overseas stock markets, natural disasters and catastrophic events may also affect Bravura's operating environment, operational performance, reputation, financial performance and/or financial position.

(b) Fisher Funds, a significant shareholder, has confirmed that it will vote in favour of the Proposal, in the absence of a Superior Proposal

Fisher Funds is a substantial shareholder in Bravura with a Relevant Interest in 14.13 per cent of the Bravura Shares. Fisher Funds has confirmed to the Independent Directors that it will, in the absence of a Superior Proposal for 100 per cent of Bravura, support the Proposal at the proposed offer price of \$0.28 per Scheme Share and vote the Bravura Shares in which it has a Relevant Interest (being 14.13 per cent of Bravura Shares) in favour of the Resolutions to approve the Proposal.

In addition, Fisher Funds has confirmed it will not sell its Bravura Shares other than into the Proposal or into a Superior Proposal for 100 per cent of Bravura.

(c) The Scheme may be implemented even if you vote against it

You should be aware that even if you do not vote, or vote against the Proposal, the Proposal may still be implemented if the Scheme Resolution and the Sale Resolution are both approved by the required majorities of Minority Shareholders³ and the Scheme is approved by the Court.

This is particularly so considering that:

- > Fisher Funds has confirmed that it will vote in favour of the Proposal, in the absence of a Superior Proposal (see Section 5.4(b));
- > Fisher Funds controls around 42.97 per cent of the Bravura Shares held by Minority Shareholders; and
- > the Scheme Resolution will be approved if at least 75 per cent of the total number of votes cast are in favour of it (along with a majority of the Minority Shareholders present and voting at the Scheme Meeting) and the Sale Resolution will be approved if more than 50 per cent of the total number of votes cast are in favour of it.

If this occurs, any Bravura Shares which you hold at the Scheme Record Date will be transferred to the Bidder and you will receive \$0.28 cash per Scheme Share you hold on the Scheme Record Date, even though you did not vote on, or voted against, the Proposal.

(d) Conditionality of the Proposal

The Proposal is subject to a number of Conditions Precedent which are summarised in Section 7.9. The Proposal may not proceed if any of those Conditions Precedent are not satisfied or waived.

(e) Break Fee

A Break Fee of \$570,000 is payable by Bravura to the Bidder in certain circumstances should the Proposal not proceed. For further information regarding the Break Fee, refer to Section 7.8(f) of this Explanatory Memorandum.

The Break Fee will not be payable merely as a result of the Scheme Resolution or the Sale Resolution not being approved.

³ The Scheme Resolution will be approved at the Scheme Meeting if, unless the Court otherwise orders, a majority in number of Minority Shareholders present and voting at the Scheme Meeting (in person, by proxy or by corporate representative or attorney), and at least 75 per cent of the total number of votes cast on the Scheme Resolution (in person, by proxy or by corporate representative or attorney) are in favour of it. The Sale Resolution will be approved at the General Meeting if more than 50 per cent of the votes that are cast on the resolution are in favour of it. The Ironbridge Entities, and their respective Associates, cannot cast a vote in favour of the Sale Resolution and are not participating in the Scheme and therefore will not vote in respect of the Scheme.

How to vote

6.1 Your choices as a Minority Shareholder

As a Minority Shareholder you have the following choices:

- > you can vote at the Meetings in person, by attorney, by proxy or, in the case of corporate shareholders, by corporate representative;
- > you can elect not to vote at the Meetings; or
- > you can sell your Bravura Shares on ASX.

If you sell your Bravura Shares on ASX you may incur brokerage costs. If the Scheme becomes Effective, Bravura Shares will cease trading on ASX at close of trading on the Effective Date. Accordingly, you can sell your Bravura Shares on market at any time before the close of trading on the day that the Proposal becomes Effective if that day is a Trading Day, or otherwise on the last Trading Day immediately preceding the Effective Date (although normal brokerage and other expenses on sale may be incurred).

This Effective Date is currently expected to occur on Thursday 26 September 2013.

6.2 How to vote

Minority Shareholders can vote in either of two ways:

- > by attending the Meetings and voting in person or by attorney or, in the case of corporate shareholders, by corporate representative; or
- > by appointing a proxy to attend and vote on their behalf.

Voting in person (or by attorney)

Minority Shareholders are asked to arrive at the venue 30 minutes prior to the time designated for the Meetings, so that their shareholding can be checked against the Bravura Share Register and attendances noted.

Attorneys should bring with them original or certified copies of the power of attorney under which they have been authorised to attend and vote at the Meetings.

Representatives of companies attending the Meetings must present written proof of their appointment, including any authority under which that appointment is signed, prior to the commencement of the Meetings (unless previously lodged with the Bravura Share Registry).

Voting by proxy

A Minority Shareholder entitled to attend and vote is entitled to appoint not more than two proxies. Each proxy will have the right to vote on the poll and also to speak at the Meetings.

The appointment of a proxy may specify the proportion or the number of votes that the proxy may exercise. Where more than one proxy is appointed, and if the appointment does not specify the proportion or number of the shareholder's votes each proxy may exercise, each proxy may exercise half of the votes.

A proxy need not be a Bravura Shareholder.

If a proxy is not directed how to vote on an item of business, the proxy may vote or abstain from voting, as that person thinks fit.

If a proxy is instructed to abstain from voting on an item of business, that person is directed not to vote on the Minority Shareholder's behalf on the poll, and the Bravura Shares the subject of the proxy appointment will not be counted in computing the required majorities.

Minority Shareholders who return their Proxy Form with a direction how to vote but do not nominate the identity of their proxy will be taken to have appointed the Chairman of the meeting as their proxy to vote on their behalf. If a Proxy Form is returned but the nominated proxy does not attend the meeting, the Chairman of the meeting will act in place of the nominated proxy and vote in accordance with any instructions. Proxy appointments in favour of the Chairman of the General Meeting, the company secretary of Bravura or any Bravura Director which do not contain a direction will be used to vote in favour of the Sale Resolution. Proxy appointments in favour of the Chairman of the Scheme Meeting, the company secretary of Bravura or any Bravura Director which do not contain a direction will be used to vote in favour of the Scheme Resolution.

A vote given in accordance with the terms of a proxy is valid despite the revocation of the proxy, unless notice in writing of the revocation has been received by the Bravura Share Registry by 10:30am (Sydney time) on Saturday 21 September 2013. You can revoke the proxy after this time by attending the Meetings and voting in person.

The completed Proxy Form should be sent to the Bravura Share Registry using the reply-paid envelope provided with this Explanatory Memorandum.

To be valid, the Proxy Form must be received by 10:30am (Sydney time) on Saturday 21 September 2013 by one of the following methods:

- > by mailing the Proxy Form to GPO Box 242, Melbourne, Victoria 3001 (using the reply-paid envelope provided) or the registered office of Bravura;
- > by hand delivering the enclosed Proxy Form to the Bravura Share Registry at Computershare Investor Services Pty Limited, Level 4, 60 Carrington Street Sydney New South Wales 2000;
- > by faxing the Proxy Form to the Bravura Share Registry on 1800 783 447 (within Australia) or +61 3 9473 2555 (outside Australia);
- > by lodging a proxy online via www.investorvote.com.au.

If you are proposing to lodge your Proxy Form by mailing the Proxy Form to GPO Box 242, Melbourne, Victoria 3001 (using the reply-paid envelope provided) or the registered office of Bravura, in order to meet the deadline of 10:30am Saturday 21 September 2013, you should ensure that the Proxy Form is received by 4:00pm Friday 20 September 2013.

The Proxy Form must be signed by the Minority Shareholder or the Minority Shareholder's attorney. Proxies given by corporations must be executed in accordance with the Corporations Act. Where the appointment of a proxy is signed by the appointor's attorney, a certified copy of the power of attorney, or the power itself, together with evidence of non-revocation of that power, must be received by the Bravura Share Registry at either of the above addresses or by facsimile transmission by 10:30am (Sydney time) on Saturday 21 September 2013. If facsimile transmission is used, the power of attorney must be certified.

6.3 Eligibility to vote

The time for determining eligibility to vote at the Meetings is 10:30am (Sydney time) on Saturday 21 September 2013. Only those Minority Shareholders entered on the Bravura Share Register at that time will be entitled to attend and vote at the Meetings.

6.4 Entitlement to Participate in the Scheme

Scheme Shareholders will be entitled to participate in the Scheme and the Proposal. A "Scheme Shareholder" is a Minority Shareholder, as at the Scheme Record Date.

For the purpose of determining which Bravura Shareholders are eligible to receive the Scheme Consideration, dealings in Bravura Shares will be recognised only if:

- > in the case of dealings of the type to be effected using CHESS, the transferee is registered on the Bravura Share Register as the holder of the relevant Bravura Shares as at the Scheme Record Date; and
- > in all other cases, registrable transmission applications or transfers in respect of those dealings are received by the Bravura Share Registry on or before the Scheme Record Date.

Bravura will not accept full registration or recognise any transfer or transmission applications in respect of Bravura Shares received after the Scheme Record Date.

The Scheme Consideration will not be paid if the Scheme Resolution or the Sale Resolution is not approved by Minority Shareholders or the Scheme is not approved by the Court (or if any other Condition Precedent is not satisfied or waived).

SECTION SEVEN

Details of the Proposal

7.1 Brief overview of the Proposal

On 17 July 2013, Bravura announced that it had entered into a Scheme Implementation Agreement with the Bidder in respect of the Proposal under which, subject to the satisfaction or waiver of the Conditions Precedent, the Bidder would acquire all of the Bravura Shares as follows:

- a. the Scheme Shares, being Bravura Shares held by Minority Shareholders, will be acquired under the Scheme; and
- b. the Bravura Shares held by the Ironbridge Entities will be acquired under the Sale Transaction on terms and conditions set out in the Sale Agreement.

If the Proposal is approved by Minority Shareholders and by the Court, and all other Conditions Precedent are satisfied or waived, Bravura will become a wholly owned subsidiary of the Bidder and the Bidder intends to make an application to delist Bravura from ASX.

A copy of the Scheme Implementation Agreement, which describes the terms and conditions of the proposed Scheme is set out in Annexure B of this Explanatory Memorandum. A summary of the Sale Agreement is included in Sections 7.7 and 9.5.

7.2 Shareholder approval requirement

The Scheme needs to be approved by Minority Shareholders at the Scheme Meeting. The Scheme Meeting has been convened by order of the Court. The Scheme Meeting will be held at 10:30am on Monday 23 September 2013. This Explanatory Memorandum contains important information for Bravura Shareholders to consider in relation to the Scheme. The Scheme Resolution will be approved at the Scheme Meeting if, unless the Court otherwise orders, a majority in number of Minority Shareholders present and voting at the Scheme Meeting (in person, by proxy or by corporate representative or attorney), and at least 75 per cent of the total number of votes cast on the Scheme Resolution (in person, by proxy or by corporate representative or attorney) are in favour of it.

The Bidder, Holdco and the Ironbridge Entities entered into the Sale Agreement for the purposes of agreeing to the terms of the Sale Transaction whereby the Bravura Shares held by each Ironbridge Entity will be transferred to the Bidder. Sections 7.7, 9.5 and 9.6 provide further details of the Sale Agreement and the Sale Transaction.

It is a condition of the Scheme that acquisitions under the Sale Agreement are approved by Minority Shareholders for the purposes of item 7 of section 611 of the Corporations Act by passing the Sale Resolution. This approval will be sought from the Minority Shareholders at the General Meeting of Bravura that will be held immediately following the conclusion of the Scheme Meeting on Monday 23 September 2013. Section 7.7 provides further details in respect of the Sale Resolution.

7.3 What you will receive if the Proposal is implemented?

If the Proposal is implemented, Scheme Shareholders who hold Bravura Shares on the Scheme Record Date will be paid the Scheme Consideration of \$0.28 cash per Scheme Share.

7.4 Independent Directors' recommendations and intentions

An Independent Board Committee was formed following the receipt by Bravura of an indicative, non-binding and conditional offer letter from and on behalf of funds advised by Ironbridge in respect of the Proposal on 6 May 2013 to oversee Bravura's consideration of, and response to, the Proposal, including the provision of due diligence to the Bidder and the negotiation of the Scheme Consideration and the terms and conditions of the Scheme Implementation Agreement.

The Independent Directors who comprise the Independent Board Committee are:

- > Brian Mitchell; and
- > Trevor Perry.

The Independent Directors consider that, taking into account all relevant matters as set out in this Explanatory Memorandum, the Proposal:

- > is in the best interests of Minority Shareholders, in the absence of a Superior Proposal; and
- > offers Minority Shareholders appropriate value for your Bravura Shares.

On this basis, the Independent Directors unanimously recommend that you support the Proposal by voting in favour of the Scheme Resolution and the Sale Resolution, in the absence of a Superior Proposal. The remaining Bravura Directors make no recommendation as to how to vote on the Scheme Resolution and the Sale Resolution.

Each Independent Director, as well as each Executive Director, intends to cause any Bravura Shares held or controlled by them to be voted in favour of the Scheme Resolution and Sale Resolution, in the absence of a Superior Proposal.⁴

The Independent Directors believe that the reasons for Minority Shareholders to vote in favour of the Proposal outweigh the reasons to vote against the Proposal.

⁴ As at the date of this Explanatory Memorandum, each Executive Director did not hold or have a beneficial interest in any Bravura Shares.

Details of the Proposal

In making their recommendation, the Independent Directors have considered the advantages and disadvantages and risks of the Proposal and in particular, the following:

- > the reasons for Minority Shareholders to vote in favour of the Proposal, as set out in Section 5.2;
- > the potential disadvantages and risks of the Proposal, as set out in Section 5.3; and
- > the report of the Independent Expert, which is set out in Annexure A.

In considering whether to vote in favour of the Resolutions, the Independent Directors encourage you to:

- > read the whole of this Explanatory Memorandum;
- > have regard to your individual risk profile, portfolio strategy, tax position and financial circumstances; and
- > obtain financial advice from your broker or financial advisor on the Scheme and obtain taxation advice on the effect of the Scheme becoming Effective.

The interests of Bravura Directors are disclosed in Section 11.3 of this Explanatory Memorandum.

If a Superior Proposal emerges, this will be announced to the ASX and the Independent Directors will carefully reconsider their recommendation.

7.5 Independent Expert's conclusions

Deloitte has prepared the Independent Expert's Report set out in Annexure A of this Explanatory Memorandum advising as to whether, in its opinion, the Scheme is fair and reasonable and in the best interests of Minority Shareholders, the advantages outweigh the disadvantages of the Sale Transaction for Minority Shareholders and the Proposal as a whole, including both the Scheme and the Sale Transaction, is in the best interests of Minority Shareholders.

The Independent Expert has concluded that the Scheme is fair and reasonable and in the best interests of Minority Shareholders, the advantages outweigh the disadvantages of the Sale Transaction for Minority Shareholders and the Proposal as a whole is in the best interests of Minority Shareholders.

7.6 Implementation and timetable

The key steps to implement the Proposal are as follows:

- > **Approval of Scheme Resolution:** At the Scheme Meeting scheduled to be held at 10:30am on Monday 23 September 2013, Minority Shareholders will vote on the Scheme Resolution to approve the Scheme.
- > **Approval of Sale Resolution:** At the General Meeting currently scheduled to be held immediately following the conclusion of the Scheme Meeting, Minority Shareholders will vote on the Sale Resolution to approve the Sale Transaction as discussed in Section 7.7.
- > **Approval of Scheme by Court:** If the Scheme and Sale Resolution are approved by the required majorities of Minority Shareholders at the Scheme Meeting⁵ and General Meeting⁶ respectively, Bravura will apply to the Court to approve the Scheme on the Second Court Date (currently expected to be Thursday 26 September 2013). The Corporations Act and the relevant Court rules provide a procedure for Minority Shareholders to oppose the approval by the Court of the Scheme. Any Minority Shareholder who wishes to oppose the approval of the Scheme on the Second Court Date may do so by filing with the Court and serving on Bravura a notice of appearance in the prescribed form, together with any affidavit on which the Minority Shareholder will seek to rely on the Second Court Date.
- > **Scheme becomes Effective:** If the Court approves the Scheme, and all Conditions Precedent to the Scheme have been satisfied or waived, Bravura will lodge with ASIC an office copy of the Court order approving the Scheme. The Scheme will then become Effective and bind Bravura and Minority Shareholders. Bravura currently expects to lodge this with ASIC on Thursday 26 September 2013.
- > **Suspension of trading in Bravura Shares:** With effect from the start of the Business Day following the day on which the office copy of the Court order is lodged with ASIC, Bravura Shares will be suspended from trading on ASX.
- > **Entitlement to participate in Scheme:** Scheme Shareholders will be entitled to receive the Scheme Consideration under the Scheme if they are registered as the holders of Bravura Shares at 10:30am (Sydney time) on the Scheme Record Date. The Scheme Record Date is currently expected to be Thursday 3 October 2013.
- > **Implementation of Proposal:** On the Implementation Date (which is currently expected to occur on Thursday 10 October 2013), the Bidder will deposit into an account in the name of Bravura an amount equal to the aggregate Scheme Consideration to be provided to Scheme Shareholders, the Bidder will acquire all existing Bravura Shares, and Bravura will dispatch cheques for the Scheme Consideration to Scheme Shareholders. The Ironbridge Entities will also transfer the Bravura Shares which they hold to the Bidder on the Implementation Date in accordance with the terms and conditions of the Sale Agreement.
- > **De-listing of Bravura:** With effect from on or shortly after the Implementation Date, the Bidder intends to apply for termination of the official quotation of Bravura Shares on ASX and to be removed from the official list of ASX.

⁵ Being, unless the Court otherwise orders, a majority in number of Minority Shareholders present and voting at the Scheme Meeting (in person, by proxy or by corporate representative or attorney), and at least 75 per cent of the total number of votes cast on the Scheme Resolution (in person, by proxy or by corporate representative or attorney).

⁶ Being more than 50 per cent of the total number of votes cast on the Sale Resolution (in person, by proxy or by corporate representative or attorney).

7.7 Sale Resolution

(a) Approval of the Sale Resolution is a Condition Precedent

It is a Condition Precedent to implementation of the Scheme that the Sale Resolution is approved by the Minority Shareholders for the purposes of item 7 of section 611 of the Corporations Act.

If the Minority Shareholders do not approve the Sale Resolution the Scheme will not proceed and the Scheme Shareholders will not be provided with the Scheme Consideration unless the Bidder chooses to waive this Condition Precedent.

However, it should be noted that, if the Sale Resolution is passed but the Scheme does not become Effective (either because the Scheme Resolution is not passed, another Condition Precedent to the Scheme is not satisfied or waived or the Court does not approve the Scheme), then Scheme Shareholders will not receive the Scheme Consideration, notwithstanding that the Sale Resolution has been passed.

(b) Effect of the Sale Resolution

The Sale Resolution relates to the Sale Transaction between the Bidder, Holdco and the Ironbridge Entities.

Ironbridge Fund II currently holds a 67.12 per cent interest in Bravura, which is held through the Ironbridge Entities. Ironbridge Fund II also indirectly owns 100 per cent of the Bidder. Under the Sale Transaction, the Ironbridge Entities will transfer the shares they currently hold in Bravura to Bidder on the terms and conditions of the Sale Agreement. The Bravura Shares currently held by the Ironbridge Entities will continue to be ultimately controlled by Ironbridge Fund II following the Sale Transaction.

The Bidder and Holdco would ordinarily obtain a Relevant Interest in the Bravura Shares held by Ironbridge in breach of section 606(1) of the Corporations Act as a result of entering into the Sale Agreement because it restricts the ability of the Ironbridge Entities to dispose of their Bravura Shares and provides for the transfer of those Bravura Shares to the Bidder.

Item 7 of section 611 and section 609(7) of the Corporations Act allow the acquisition of a Relevant Interest in Bravura Shares in the manner referred to above to take place without being in breach of the Corporations Act provided:

- Minority Shareholders approve that acquisition by approving the Sale Resolution; and
- such approval is given, in this case, by no later than 17 November 2013, being not later than four months after the date of the Sale Agreement.⁷

The effect of the Sale Resolution is to approve the acquisition of Relevant Interests in Bravura Shares by Bidder and Holdco under the Sale Agreement for this purpose.

For information on the effect of the Sale Transaction on the Relevant Interests and voting power of the Bidder see Sections 9.5 and 9.6 of this Explanatory Memorandum.

(c) Voting on the Sale Resolution

Because the Scheme is conditional on the Sale Resolution being passed and given that the Independent Directors unanimously recommend the Scheme, in the absence of a Superior Proposal (see Section 7.4 for further details of their recommendation), they also unanimously recommend that Minority Shareholders vote in favour of and approve the Sale Resolution.

In the Independent Expert's Report, the Independent Expert has concluded that the benefits outweigh the disadvantages of the Sale Resolution for Minority Shareholders. The Independent Expert also concluded that the Proposal as a whole, including both the Scheme and the Sale Transaction, is in the best interests of Minority Shareholders.

This approval will be sought from the Minority Shareholders at the General Meeting of Bravura that has been convened to be held on 23 September 2013, immediately following the conclusion of the Scheme Meeting. The Sale Resolution will be passed if more than 50 per cent of the votes that are cast on the resolution are in favour of it. The Ironbridge Entities, and their respective Associates, cannot cast a vote in favour of the Sale Resolution.

Please see Section 6.2 on how to vote on the Sale Resolution at the General Meeting and how you may vote by proxy if you are unable to attend the General Meeting in person.

7.8 Exclusivity and Break Fees

(a) No shop

Bravura has agreed that during the Exclusivity Period it must not, and must ensure that neither it nor any of its Related Bodies Corporate or Representatives, directly or indirectly, solicits, invites, encourages or initiates any enquiries, negotiations or discussions, or communicates any intention to do any of those things, with a view to obtaining any offer, proposal or expression of interest from any person in relation to, or which may reasonably be expected to lead to, a Competing Proposal.

This restriction does not prevent Bravura from continuing to make normal presentations to, and to respond to enquiries from, brokers, portfolio investors and analysts in the ordinary course in relation to the Proposal.

⁷ ASIC has modified section 609(7) of the Corporations Act to allow this approval to be obtained within four months, rather than the usual three months, from the date of the Sale Agreement.

Details of the Proposal

(b) No talk

Subject to the fiduciary exception described in paragraph (d) below, Bravura has agreed that during the Exclusivity Period it must ensure that neither it nor any of its Related Bodies Corporate or Representatives:

- > negotiate or enter into; or
- > participates in negotiations or discussions with any other person regarding,

a Competing Proposal, even if that person's Competing Proposal was not directly or indirectly solicited, invited, encouraged or initiated by Bravura or any of its Related Bodies Corporate or Representatives or the person has publicly announced the Competing Proposal.

(c) Notice of unsolicited approach

Subject to the fiduciary exception described in paragraph (d) below, Bravura has agreed that during the Exclusivity Period it must promptly notify the Bidder if it or any of its Related Bodies Corporate or Representatives:

- > receives any unsolicited approach with respect to any Competing Proposal;
- > receives any request for information relating to Bravura or any of its Related Bodies Corporate or any of their businesses or operations or any request for access to the books or records of Bravura or any of its Related Bodies Corporate, which Bravura has reasonable grounds to suspect may relate to a current or future Competing Proposal; or
- > provides any information relating to Bravura or any of its Related Bodies Corporate or any of their businesses or operations to any person in connection with or for the purposes of a current or future Competing Proposal.

Bravura's notification must include all material details of the Competing Proposal or other event including the identity of the third party making the Competing Proposal and, to the extent relevant and known, details of the proposed price, conditions, timing and break fee (if any) **(Competing Proposal Notice)**.

Bravura must also provide Bidder with regular updates on the status of any Competing Proposal.

(d) Fiduciary exception

The no talk restriction and notification requirement described in paragraphs (b) and (c) above do not apply to the extent that it restricts Bravura, the Bravura Board or the Independent Directors from taking or refusing to take any action with respect to a bona fide Competing Proposal (which was not solicited, invited, encouraged or initiated by Bravura in contravention of the no shop restriction described in paragraph (a) previously), provided that the Bravura Board has, or the Independent Directors have, determined in good faith and acting reasonably that:

- > after consultation with its financial advisors, such a bona fide Competing Proposal is, or could reasonably be considered to become, a Superior Proposal; and
- > after receiving external legal advice, that failing to respond to such a bona fide Competing Proposal would be reasonably likely to constitute a breach of the fiduciary or statutory obligations of the Bravura Board or Independent Directors or be otherwise unlawful.

(e) Bidder's right to match

Bravura has agreed that it must not, and must procure that its Representatives do not enter into any legally binding agreement, arrangement or understanding to implement a Competing Proposal or withdraw its recommendation in favour of the Proposal or publicly recommend a Competing Proposal, unless Bravura has provided the Bidder with:

- > a Competing Proposal Notice (as defined above); and
- > three Business Days after the provision of the Competing Proposal Notice to propose an amendment to the Proposal or propose a new scheme of arrangement or transaction which matches or exceeds the Competing Proposal (Bidder Counter Proposal).

If the Independent Directors determine that a Bidder Counter Proposal is no less favourable to Minority Shareholders than the Competing Proposal, then Bravura and the Bidder must use their best endeavours to agree and enter into such documentation as is necessary to give effect to and implement the Bidder Counter Proposal as soon as reasonably practicable, and Bravura must use its best endeavours to procure that the Independent Directors:

- > unanimously recommend the Bidder Counter Proposal to Minority Shareholders (which may be expressed as being subject to a Superior Proposal and the Independent Expert providing an opinion that the Bidder Counter Proposal is in the best interests of Minority Shareholders); and
- > not recommend the applicable Competing Proposal.

However, the obligation to recommend the Bidder Counter Proposal does not apply in circumstances where:

- > the Independent Directors determine in good faith and acting reasonably, having received expert advice in writing from their legal and financial advisors, that recommending the Bidder Counter Proposal to Minority Shareholders would be reasonably likely to constitute a breach of their fiduciary duties; or
- > if the Independent Expert provides an opinion that the Bidder Counter Proposal is not in the best interests of Minority Shareholders.

(f) Break Fee

A break fee of \$570,000 is payable by Bravura to the Bidder in certain circumstances should the Proposal not be implemented (**Break Fee**).

Bravura agrees to pay the Break Fee to the Bidder if:

- i. on or before six months after the date of the Scheme Implementation Agreement, a Competing Proposal completes or is recommended and is the subject of a public announcement; or
- ii. any Independent Director fails to recommend the Proposal, or withdraws or adversely modifies that recommendation, or does not vote or makes any public statement to the effect that they will not vote any Bravura Shares in which he or she has a relevant interest in favour of the Proposal, except if the Independent Director takes any such action following receipt of the Independent Expert's Report where it states that the Proposal is not in the best interest of Minority Shareholders; or
- iii. the Bidder validly terminates the Scheme Implementation Agreement in accordance with clause 14.2(a) of the Scheme Implementation Agreement (other than as a result of a Bravura Prescribed Event or a Bravura Material Adverse Change); or
- iv. all the following are satisfied:
 - > a Bravura Prescribed Event or a Bravura Material Adverse Change occurs prior to 8.00am on the Second Court Date; and
 - > the Scheme Implementation Agreement is terminated in accordance with clause 14 of the Scheme Implementation Agreement; and
 - > the Bravura Prescribed Event or Bravura Material Adverse Change was caused by an action or failure to take some action by Bravura; and
 - > had the Bravura Prescribed Event or Bravura Material Adverse Change occurred prior to the date of the Scheme Implementation Agreement, the Bravura Prescribed Event or Bravura Material Adverse Change might reasonably be expected to have resulted in Bidder not entering into the Scheme Implementation Agreement; and
 - > Bravura has failed to rectify the Bravura Prescribed Event or Bravura Material Adverse Change within ten Business Days after receipt of notice from Bidder requiring Bravura to do so.

7.9 Conditions Precedent and termination

The Scheme is subject to a number of Conditions Precedent. These Conditions Precedent are summarised below and set out in full in the terms of the Scheme (a copy of which forms Annexure C of this Explanatory Memorandum) and the Scheme Implementation Agreement which is Annexure B to this Explanatory Memorandum.

- > **Deed Poll not terminated** – The Deed Poll has not been terminated as at 8:00am on the Second Court Date.
- > **Regulatory approvals** – All required regulatory consents, waivers, modifications or approvals, have been received, including those from ASIC and ASX.
- > **Court orders** – The orders of the Court made under section 411(4)(b) of the Corporations Act (and, if applicable, section 411(6) of the Corporations Act) in relation to the Scheme come into effect pursuant to section 411(10) of the Corporations Act.
- > **No Court or Regulatory Authority restriction** – No Court or Regulatory Authority has issued an order, temporary restraining order, injunction, decree or ruling or taken any action enjoining, restraining or otherwise imposing a legal restraint or prohibition preventing the Proposal and no such order, decree, ruling, other action or refusal is in effect.
- > **Scheme and court approval** – Minority Shareholders approving the Scheme by the requisite majorities in accordance with the Corporations Act and the Court approves the Scheme in accordance with section 411(4)(b) of the Corporations Act.
- > **Sale Resolution** – Minority Shareholders approve the Sale Resolution by the requisite majority in accordance with the Corporations Act.
- > **Bravura Options** – In respect of all holders of Bravura Options, cancellation deeds and/or Exchange Agreements are entered into for all Bravura Options as contemplated by the Scheme Implementation Agreement.
- > **Independent Expert** – The Independent Expert's Report contains an opinion that the Proposal is in the best interests of Minority Shareholders before the Second Court Date and this opinion is not changed or withdrawn prior to the Second Court Date.

- > **No Bravura Prescribed Event or Bravura Material Adverse Change** – No Bravura Prescribed Event or Bravura Material Adverse Change occurs or becomes apparent between the date of the Scheme Implementation Agreement and 8.00am on the Second Court Date.
- > **Bravura representations and warranties** – Bravura's representations and warranties set out in schedule 6 of the Scheme Implementation Agreement are true and correct in all material respects as at the date of the Scheme Implementation Agreement and as at 8.00am on the Second Court Date.
- > **Bidder's representations and warranties** – Bidder's representations and warranties set out in schedule 7 of the Scheme Implementation Agreement are true and correct in all material respects as at the date of the Scheme Implementation Agreement and as at 8.00am on the Second Court Date.

The conditions relating to the Scheme Shareholder approval of the Scheme and Court approval of the Scheme cannot be waived. If these conditions are not satisfied, the Scheme will not proceed. The other conditions may be waived by the party for whose benefit the condition operates or, where the condition operates for the benefit of more than one party, by each such party.

The Scheme Implementation Agreement may also be terminated by Bravura or the Bidder in certain circumstances. These termination rights are discussed in Sections 11.16(f) to 11.16(i) of this Explanatory Memorandum.

7.10 If the Proposal does not proceed

If the Proposal does not proceed, Bravura Shareholders will retain their Bravura Shares, Bravura will continue to operate as a stand-alone entity listed on ASX and Scheme Shareholders will not receive the Scheme Consideration. Bravura will continue to focus on its current business plan, and any payment of dividends in the future will be subject to determination by the Bravura Board. Bravura Shareholders will remain exposed to the risks of Bravura, as discussed in Section 5.4(a) of this Explanatory Memorandum.

7.11 Payment of the Scheme Consideration

On the Implementation Date, using the funds provided by the Bidder, Bravura will pay each Scheme Shareholder on the Bravura Share Register on the Scheme Record Date the Scheme Consideration for each Scheme Share.

The Scheme Consideration is currently expected to be paid on Thursday 10 October 2013.

The Scheme Consideration will be paid by cheque in Australian currency to the Scheme Shareholder by pre-paid post to their registered address.

7.12 Suspension of trading in Bravura Shares

It is expected that suspension of trading in Bravura Shares on ASX will occur from the start of the Business Day following the Effective Date. This is expected to occur on Friday 27 September 2013.

If the Scheme is approved by the Court, Bravura intends to apply for termination of the official quotation of Bravura Shares on ASX and to be removed from the official list of ASX, on or shortly after the Implementation Date.

Information on Bravura

8.1 Background

Bravura was established in 2004 with the acquisition of the wealth management business unit of CSC Australia Pty Ltd and listed on the ASX in 2006. Bravura's head office is located in Sydney, New South Wales and it now employs over 700 people in 16 offices across 10 countries.

Bravura is a leading global supplier of wealth management and transfer agency applications, delivered on premise or on demand. The Company specialises in administration and management solutions for superannuation and pension, life insurance, investment, private wealth and portfolio administration, transfer agency and financial messaging.

Bravura provides software applications and support for more than 140 installations globally, with clients across APAC (28 per cent of FY12 revenue) and EMEA (72 per cent of FY12 revenue). Major clients include the Bank of New York Mellon, Citibank, JP Morgan, Legal & General Investments and Lloyds Banking Group.

Further details about Bravura are available at its website www.bravurasolutions.com.

8.2 Overview of Operations

Bravura's core business is in the implementation, support, and maintenance of data record keeping software and managed services across Transfer Agency and Wealth Management divisions.

(a) Transfer Agency

Bravura's global transfer agency division continues to provide development, implementation and support services for the administrative processing of client business, predominantly operating in the UK, Ireland and Luxembourg markets, with additional distribution centres in Asia. Clients are also processing transfer agency business in administration and technology centres across the US and India.

A key part of Bravura's transfer agency service offering is the provision of hosted support services of Bravura software on Bravura's own technical environments. While increasing client reliance on Bravura and deepening relationships, it also reduces client cost, allowing them to focus on their management and core offering. Bravura's transfer agency products include Bravura's TA Solution suite (Rufus, GTAS and GFAS), Babel, taWeb and ODS.

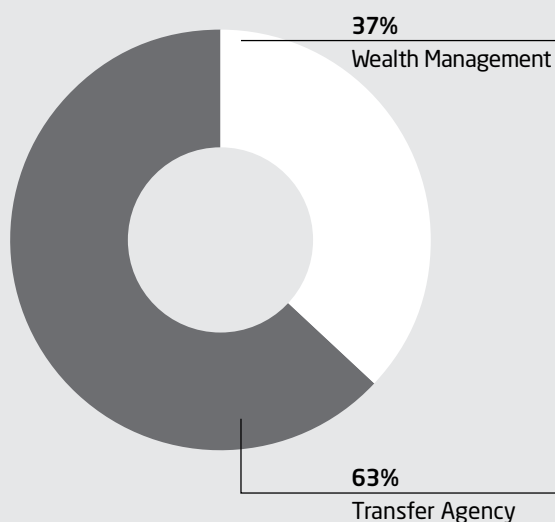
Bravura's key transfer agency clients include the Bank of New York Mellon, JP Morgan, Lloyds Banking Group, Schroders, Legal & General Investments and Citibank.

(b) Wealth Management

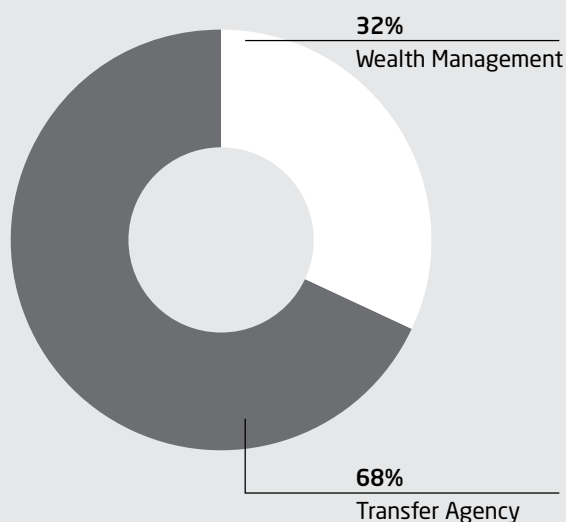
Bravura's wealth management division focuses in the superannuation, pension, investment, wrap platform and life insurance markets. Bravura's global wealth management division continued its focus on fostering relationships with the existing client base, and completed a large number of operational and service delivery based enhancements across the product range. These enhancements have added value to Bravura's clients' organisations and ensured Bravura is able to retain strong utilisation of Bravura's professional services resources. Bravura's wealth management products include Sonata, Talisman, Garradin, ePASS and heritage products SAS, Calibre and SuperB.

Bravura's key wealth management clients include Citibank, VicSuper, Partners Life, Perpetual, Northern Trust, Bao Viet Life, ABSA and Commonwealth Bank Australia.

Revenue split by segment (FY12A)



Trading EBITDA split by segment (FY12A)



Revenues are derived from three main activities:

- > **Licence fees** – Licence fees for software solutions are charged on an up-front and annual recurring basis (circa six per cent of FY12 revenue)
- > **Professional services** – Technical services offered include business process outsourcing, strategic consulting, application development, implementation, data migration, software development, support and on-site training (circa 44 per cent of FY12 revenue)

- > **Maintenance** – Maintenance services offered include help desk support, service delivery management, monitoring for new/changes in legislation, as well as some level of upgrades to products (circa 51 per cent of FY12 revenue)

Bravura looks to take advantage of the improvement in the global operating environment in financial services. Going forward, the business is focused on generating interest from the UK wrap and Australian superannuation markets for Sonata, as well as driving opportunities for Babel as a messaging solution for SuperStream compliance.

8.3 History of Bravura

Since its inception in 2004, Bravura has amassed an impressive list of achievements and milestones, having successfully completed nine acquisitions, listed on the ASX and launched new products.

November 2004	Bravura was established with the acquisition of the wealth management business unit of CSC Australia Pty Ltd. The organisation began with three Australian offices, three products and 72 employees
February 2005	Acquired Syscorp and along with it, its investment management product and expert team
June 2005	Acquired the Tacit Group based in Australia, New Zealand and the UK. The acquisition expanded Bravura's operations outside of Australia, providing a global footprint in addition to a market leading wealth management software application and team
February 2006	Acquired Australian company, Essential Computer Systems. This acquisition provided Bravura with its superannuation eBusiness offering, ePASS
June 2006	Bravura listed on the ASX under the ticker symbol BVA
September 2006	Acquired the Rufus Software business from the Bank of New York (now the Bank of New York Mellon) in the UK. The acquisition significantly expanded Bravura's global footprint, as well as opening up the transfer agency market to the company
November 2006	Acquired Luxembourg-based AB Prodata and its Babel financial messaging software. This software allowed Bravura to further service the transfer agency market in Europe, as well as today, the superannuation market in Australia
March 2007	Opened an office in Bangkok, Thailand in response to increased growth in the region
May 2007	Acquired Australian private wealth and portfolio administration application, Garradin, as well as the team that develops and manages it
November 2008	Signed an outsourcing agreement with Citibank for the acquisition of its transfer agency software, GTAS, as well as the team that develops it in Poland. The acquisition further expanded Bravura's footprint in Europe
May 2010	Acquired Mutual Fund Technologies (MFT) from Fidelity International. The acquisition allowed Bravura to expand its transfer agency offering with MFT's GFAS application. The acquisition also provided the seed team for Bravura's development centre in India
January 2010	Officially opened an office in Warsaw, Poland to better service European clients and house a dedicated transfer agency resource pool
November 2010	Officially launched Sonata, the flagship wealth management and life insurance product, the next generation software solution
September 2011	Officially opened an office in Gurgaon, India to cost effectively deliver enhanced client service levels, increase development and testing capabilities, and improve help-desk service and turnaround times for client requests and enquiries
November 2012	Launched Babel in the Australian superannuation market for SuperStream compliant messaging
December 2012	Launched Garradin for SMSF in the Australian market

8.4 Product overview

(a) Wealth Management Solutions

Sonata

Sonata is Bravura's flagship wealth management application suite for investment and policy administration. It provides a single solution with coverage of life insurance, trust, pension, superannuation and wrap platforms.

Sonata incorporates more than 15 years of comprehensive product functionality from Talisman, combined with the benefits of modern technology architecture. It is a comprehensive end-to-end solution including web access, workflow management and real-time straight through processing.

Sonata also incorporates an online advisor portal that provides real-time quotations and policy applications.

Garradin

Garradin is a private wealth and portfolio administration system. It is a comprehensive, multi-currency investment management system with integrated asset management, registry and tax management functions. It is a fully modular solution that can be deployed across multiple sectors including retail wealth management platforms (such as wraps, master trusts and managed accounts), wholesale investment management, registry and mutual funds and custody.

The platform supports wraps, custodial services, fund managers, private client and third party administrators of high net wealth solutions, self-managed super funds (SMSFs) and small APRA funds.

ePASS

ePASS is a comprehensive enterprise eBusiness application for superannuation. It allows fund providers and administrators to deliver online services to employers, members and advisors. It can also be used to deliver online services to the financial service providers' remote or mobile staff.

ePASS is a single online service that can be used across a range of different savings and retirement products, including accumulation and defined benefit superannuation, various retirement and pension products and other investment products.

ePASS has a proven track record of providing clients with tangible efficiency gains and increased levels of member engagement. An adaptable solution, ePASS can accommodate the needs of small industry funds through to large retail or public sector funds.

Talisman

The Talisman solution incorporates functional modules for end-to-end investment and policy administration for the Asia Pacific, South African and UK markets. Talisman supports the full administration life cycle, from contributions and transacting, through to customer servicing and reporting. Talisman can be configured in many ways without the need to change or build program code.

The TalisLife module supports the complete range of life insurance products including life, trauma, disability, traditional business and unit linked life, while the TalisTrust and TalisPension modules support a full range of funds management products including Australian superannuation, New Zealand KiwiSaver and UK wrap products.

Talisman will continue to be supported as a separate solution and will be maintained for Bravura's existing client base until they choose to move to Sonata.

(b) Heritage Solutions

SuperB, SAS and Calibre

SuperB, SAS and Calibre are legacy superannuation products that will continue to be maintained for existing clients to accommodate legislative, compliance and efficiency enhancements.

Bravura has now developed the Sonata platform to provide a market leading solution for its heritage clients' longer-term needs.

(c) Transfer Agency Solutions

GFAS, GTAS and Rufus

Bravura's core suite of transfer agency (TA) applications provide record keeping and distribution support technology, combined with industry knowledge to deliver cross-border platforms to leading fund management companies and third party administrators (TPAs).

The platforms support the administration requirements for a wide range of vehicles domiciled in Europe and distributed globally. These include, but are not limited to, UCITS compliant vehicles such as SICAVs, OEICs and other umbrella structures, as well as unit trusts, cash, constant and variable NAV money market funds and investment trusts.

Functionality including multi-currency, integrated FX processing, flexible reporting, multi-language and real-time access enables support of the major funds domiciled in the UK, Luxembourg, Ireland, the Channel Islands, Hong Kong and Singapore. Bravura's client base includes some of the largest administrators and fund managers in Europe.

The platforms are maintained by a team of over 400 professionals that provide initial implementation consultancy and ongoing support. Full software hosting services are available that include infrastructure support, database administration and provision of disaster recovery facilities.

Babel

Babel is Bravura's STP messaging technology, an automated end-to-end solution that connects message providers with any distributor platform and transfer agency back office system, providing seamless communication and functionality. The Babel platform supports all the major industry message service providers including Vestima, Calastone, Euroclear, NSCC and EMX. It can also process any message transmission medium format and currently integrates with Bravura's industry-leading transfer agency (TA) solution suite, as well as a wide range of proprietary third-party TA systems and order management solutions.

Designed to improve accuracy through increased automation, Babel minimises the burden of manually processing requests, reducing errors and mitigating risks, whilst providing improved customer service and engagement with investors.

In the Australian market, Babel is used as a messaging solution that provides out-of-the-box compliance for SuperStream regulations.

taWeb

Bravura's taWeb solution is a dedicated portal for third party administrators, fund managers and their distribution communities, providing real-time, online access to consolidated investor transactional data across multiple back-office systems.

Fund distributor and transfer agent networks can be large and complex, with fragmented data sources, inefficient legacy systems and high operating costs. The taWeb portal offers operational efficiencies for distributors, providing a simple-to-use, self-service portal, to view and operate their clients' investment accounts across multiple management companies.

Operational Data Store

For organisations with multiple operational systems, attempting to combine critical business information presents major formatting, transformation and consistency challenges. Bravura's Operational Data Store (ODS) is designed to optimise reporting, breaking down isolated silos of information by integrating data from multiple sources in a single structure and without discarding existing core system investment. Its business intelligence layer provides clients with a single, integrated view of consistent, high-quality data across multiple systems – essential for accurate and actionable commercial insight.

8.5 Directors

The Bravura Board is comprised of the following members:

Brian Mitchell**Chairman and Non-Executive Director**

Brian Mitchell is a senior executive with over 30 years of experience in the IT industry. During this time he has worked for a number of leading information technology companies and has participated and chaired a number of Boards. His experience has been gained from working in the UK, the USA, Australia, and within Asia Pacific. Brian has significant experience in Business Development, Marketing, Sales and Executive Management.

Most recently Brian was Senior Vice President, Oracle Asia Pacific, responsible for growing Oracle's expanding software and services activities throughout Asia Pacific. His responsibilities included managing overall operations in the region, including leading Oracle's expanding Technology, and Applications software businesses. Previously Brian held the position of Managing Director, Oracle Australia and New Zealand from December 2000 until September 2004.

He has participated as a Board member of the IT Skills Hub, and of Emerge CMC, both Australian government sponsored initiatives.

Trevor Perry**Non-Executive Director**

Trevor Perry has more than 30 years of experience in financial services and IT, particularly in the Asia Pacific region. His last role was at Prudential Assurance where as Managing Director for Australasia, he oversaw the successful takeover of NZI in New Zealand and its integration with the local New Zealand Prudential operation.

Prior to his Australasian position, Trevor was the Managing Director of South East Asia for Prudential where he oversaw the establishment of representative offices in China and commenced the process for Prudential's entry into Indonesia.

Tony Klim**CEO and Managing Director**

Tony Klim has over 29 years of experience in international financial services and has held a number of executive and board positions with private and listed companies focused on technology and outsourcing in support of the international financial services market. He has extensive experience in M&A, and in his previous role he sponsored the acquisition of the UK's leading financial intermediary portal, the Exchange. Over the years, he has been instrumental in the development of new products and services targeted at the independent financial advisor community.

Prior to joining Bravura in February 2008 as the CEO for Europe, Middle East and Africa (EMEA), Tony was a strategic consultant in the financial services sector. He has specialised in high growth businesses, and is a pioneer in internet banking and payment systems. His track record includes a number of strategic advisory and management roles for major international banks, life companies and technology businesses.

Rebecca Lowde**CFO, Executive Director and Company Secretary**

Rebecca Lowde has over 19 years of experience in the information technology industry throughout Australia, New Zealand, Asia and Europe, with expertise in the financial, operational and change management arenas.

Prior to joining Bravura, Rebecca had a dual role as Chief Financial Officer and Chief Operations Officer of the Business Objects Asia Pacific division of SAP. Before this, she held numerous other senior positions within Oracle Corporation in Europe and Asia, and other organisations during the course of her career.

Neil Broekhuizen**Non-Executive Director**

Neil Broekhuizen has over 20 years experience in the finance industry including the last 15 years in private equity with Investcorp and Bridgepoint in Europe and with Gresham Private Equity and Ironbridge in Australia.

Since co-founding Ironbridge in 2003, Neil has helped grow the business into a leading Australasian Private Equity Manager with funds under management of A\$1.5 billion.

(a) Key management

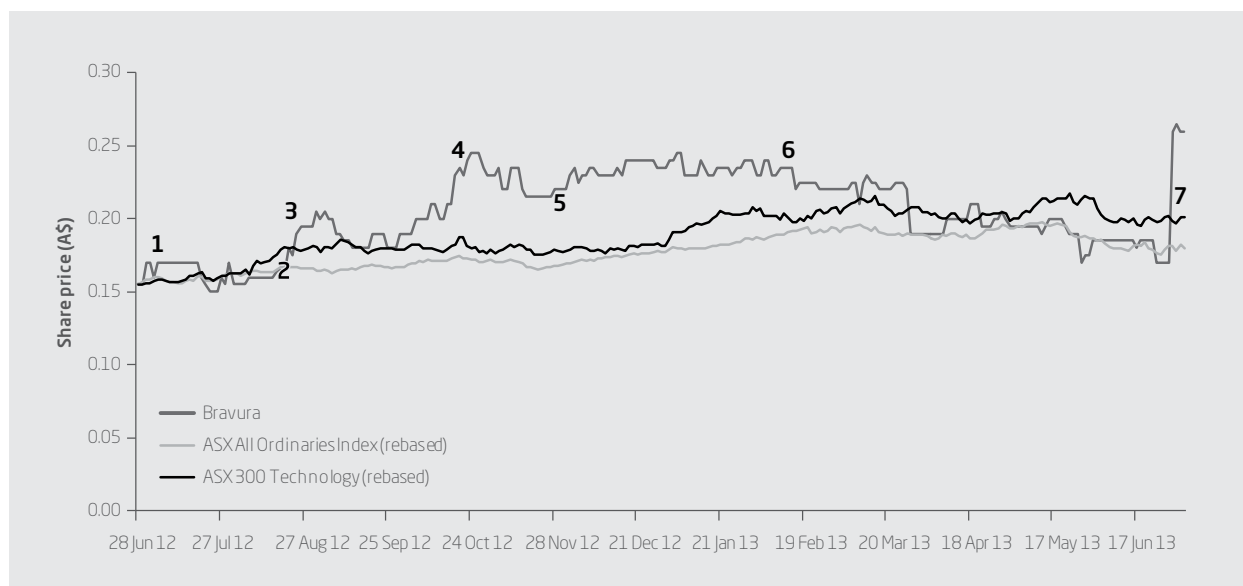
Key members of Bravura's senior management team include:

Name	Position
Tony Klim	Chief Executive Officer
Rebecca Lowde	Chief Financial Officer
Andy Chesterton	Chief Operating Officer, EMEA
Jason Tong	Chief Operating Officer, APAC
Nick Parsons	Business Development Director, EMEA
Roland Slee	Managing Director, Asia Pacific
Darren Stevens	Director of Strategy

8.6 Recent Bravura share price performance

The following chart demonstrates Bravura share price performance over the period commencing 12 months prior to the date of the announcement of the Ironbridge offer and ending on 28 June 2013. The chart depicts that pre-announcement, Bravura has performed in line with the ASX All Ordinaries Index and the ASX 300 Technology Index over this time.

Bravura share price performance for the 12 months prior to 28 June 2013 (announcement of the Ironbridge offer)



No.	Date	Event
1	2 Jul 2012	Bravura provides a revenue update and expected EBITDA upgrade for FY12
2	21 Aug 2012	Bravura announces a significant ten year deal with the Bank of New York Mellon. The agreement includes a contract extension for Bravura's transfer agency platform, Rufus. In addition, the Bank of New York Mellon will deploy Babel, Bravura's STP messaging platform and taWeb, Bravura's real-time portal which provides online access to consolidated investor transactional data
3	22 Aug 2012	FY12 results are released Sales revenue growth from \$120.7m in FY11 to \$126.6m (a 5 per cent increase) EBITDA growth from \$19.0m in FY11 to \$23.2m (a 22 per cent increase) Operating cash flow improved from \$16.0m in FY11 to \$20.7m (a 29 per cent increase)
4	23 Oct 2012	2012 Annual General Meeting
5	29 Nov 2012	Bravura launches Babel for SuperStream in Australia
6	14 Feb 2013	First half FY13 results are released Sales revenue increased by 7 per cent to \$64m for the half period EBITDA increased by 12 per cent to \$10.6m for the half period Operating cash flow increased by 75 per cent to \$20m for the half period
7	28 Jun 2013	Ironbridge proposal announced offering cash consideration of \$0.28 per share

8.7 Financial Information

Bravura is required to prepare and lodge with ASIC and ASX both annual and half-yearly financial statements accompanied by a statement and report from the Bravura Directors and an audit or review report. Copies of these (including the financial results referred to above) and other documents lodged with ASX may be obtained from Bravura's website and ASX website at www.asx.com.au.

On 21 August 2013, Bravura will lodge a copy of the financial results for the financial year ended 30 June 2013 on the ASX website at www.asx.com.au, and will make a copy available on the Bravura website at www.bravurasolutions.com. The financial results will include a copy of the audited consolidated financial statements for the financial year ended 30 June 2013.

Further details are set out in Section 11.4.

8.8 Capital structure

(a) Issued capital

At the date of this Explanatory Memorandum, Bravura has on issue:

- > 616,648,048 Bravura Shares; and
- > 11,778,832 Bravura Options.

(b) Substantial shareholdings

As at the date of this Explanatory Memorandum, the following persons had notified Bravura that they had voting power of five per cent or more in Bravura:

Name	Number of Bravura Shares in respect of which they have voting power	Voting power in Bravura
Carp Advisory A Pty Ltd, Carp Advisory B Pty Ltd and Carp Holdings NV	413,886,116	67.12 per cent
Fisher Funds Management Limited	87,141,095	14.13 per cent

(c) Dividend history

A summary of Bravura's dividend history is set out below:

- > **FY2013:** Bravura did not declare an interim dividend, and the Bravura Board does not expect that it will declare a final dividend, for the financial year ended 30 June 2013.
- > **FY2009-FY2012:** Bravura did not declare any interim or final dividend for the financial years ended 30 June 2012, 30 June 2011, 30 June 2010 and 30 June 2009.

(d) Bravura's franking position

Bravura is in a franking neutral position.

8.9 Publicly available information

Bravura is listed on the ASX. As such, Bravura is a disclosing entity for the purposes of the Corporations Act and is subject to regular reporting and disclosure obligations. The ASX Listing Rules require (subject to some exceptions) immediate disclosure to the market of any information of which Bravura is aware which a reasonable person might expect to have a material impact on the price or value of Bravura Shares.

ASIC also maintains a record of documents lodged with it by Bravura, and these may be obtained from, or inspected at, any office of ASIC. Information is also available on Bravura website at www.bravurasolutions.com.

Bravura's recent announcements are available on ASX's website at www.asx.com.au. Further announcements will continue to be made available on this website after the date of this Explanatory Memorandum.

Information on the Bidder and Ironbridge Fund II

This Section has been prepared by the Bidder and the Bidder is solely responsible for its accuracy.

9.1 The Bidder

The Bidder was incorporated in Australia as a private company on 20 June 2013. It is a wholly owned subsidiary of Holdco (also incorporated in Australia as a private company on 20 June 2013). Both the Bidder and Holdco are ultimately owned by Ironbridge Fund II.

Each of the Bidder and Holdco were specifically established for the purpose of acquiring the Bravura Shares pursuant to the Proposal.

The directors of the Bidder and Holdco are:

- > Paul Evans; and
- > Edoardo Bigazzi.

Mr Evans and Mr Bigazzi are employees of Ironbridge based in Sydney.

9.2 Ironbridge Fund II and Ironbridge

Ironbridge is an Australian-based private equity manager and adviser, focusing on investment opportunities in Australia and New Zealand.

Ironbridge currently advises funds which have raised over A\$1.5 billion of committed capital from a range of investors. These funds include Ironbridge Fund II, which has total committed capital of approximately \$1,050 million. The investors in Ironbridge Fund II comprise predominantly large institutional investors such as superannuation funds and pension funds. At the date of this Explanatory Memorandum, the Ironbridge Fund II has sufficient undrawn capital commitments to meet its equity funding obligation described in Section 9.3.

Ironbridge managed and advised Ironbridge Fund II in respect of its existing 67.12 per cent investment in Bravura.

In addition, Ironbridge managed or advised the Ironbridge Fund II in relation to the following current and past investments:

Investment	Description
iNova Pharmaceuticals	A manufacturer and distributor of prescription and over-the-counter ("OTC") pharmaceutical products in Asia Pacific and South Africa, sold to Valeant Holdco2 Pty Ltd in 2012
Envirowaste	A New Zealand waste services business, sold to Cheung Kong Infrastructure Holding Ltd in 2013
MediaWorks	A media business operating in the free-to-air television and radio markets in New Zealand
Easternwell	A drilling services business operating in the minerals and oil and gas sectors, sold to Transfield Services (Oil and Gas) Pty Ltd in 2010
FleetPartners	A fleet leasing business operating in Australia and New Zealand
Healthbridge	An assisted reproductive technology business
Global Renewables	An alternative waste treatment business
Australian Offshore Solutions	An offshore oil and gas services business
ISGM	A workforce management and outsourced services business
Southern Cross Dental Laboratories	A supplier of a variety of dental products and services

Ironbridge Fund II comprises the following trusts, trustees and limited partnerships:

- > Ironbridge Capital II A Pty Limited (ACN 120 210 175) as trustee of Ironbridge Fund II A (**Ironbridge Fund II A**);
- > Ironbridge Capital II B Pty Limited (ACN 120 210 157) as trustee of Ironbridge Fund II B (**Ironbridge Fund II B**); and
- > Ironbridge Capital II, L.P. as represented by Ironbridge Capital II G.P. Limited (**Ironbridge Fund II GP**).

Ironbridge Fund II holds its interest in Holdco and Bidco, and also its existing interest in Bravura, through Carp A, Carp B and Carp NV (**Ironbridge Entities**), each of which is wholly owned by Ironbridge Fund II.

Further detail about Ironbridge can be found at its website at www.ironbridge.com.au.

9.3 Overall funding arrangements

If the Scheme becomes Effective, the Bidder will pay, or procure the provision of, the Aggregate Scheme Consideration and any option cancellation amount, in accordance with the terms of the Scheme and the option cancellation deeds.

Based on Bravura's issued capital as at the date of this Explanatory Memorandum, the maximum number of Bravura Options and the Scheme Consideration of \$0.28 cash per Scheme Share, the maximum amount of cash to be paid by the Bidder under the Scheme and the option cancellation deeds is approximately \$59,201,193 (**Aggregate Total Consideration**).

The Bidder intends to fund the Aggregate Total Consideration with a combination of equity and debt. The total amount of equity and debt finance available to the Bidder is sufficient to pay the Aggregate Total Consideration. No final decision has been made as to the relative proportions of equity and debt financing to be used to pay the Aggregate Total Consideration.

(a) Ironbridge Fund II funding

Holdco has entered into legally binding equity commitment letters with Ironbridge Fund II A, Ironbridge Fund II B and Ironbridge Fund II GP (**Ironbridge Fund Entities**), each dated 17 July 2013 (collectively, **Equity Commitment Letters**), pursuant to which the Ironbridge Fund Entities have agreed to provide in aggregate up to \$16,212,468 to Holdco in the form of equity, loans or other instruments. The Equity Commitment Letters require Holdco to apply those funds (**Equity Funding**) (or cause the funds to be applied) to pay the Aggregate Total Consideration.

The Ironbridge Fund Entities are severally responsible for providing the Equity Funding to Holdco under the Equity Commitment Letters in the following proportions:

- > Ironbridge Fund II A – 17.1 per cent;
- > Ironbridge Fund II B – 17.1 per cent; and
- > Ironbridge Fund II GP – 65.8 per cent.

The obligation to provide the funds to Holdco under each Equity Commitment Letter is conditional upon:

- > the Scheme becoming Effective;
- > the Scheme Implementation Agreement not being terminated; and
- > in the case of Ironbridge II A or Ironbridge II B, the relevant fund not being in "Suspension Mode" (as that expression is defined in the relevant trust deed).

As at the date of this Explanatory Memorandum, Holdco and the Bidder are not aware of any reason why any of the conditions precedent to the Equity Funding will not be satisfied in time to allow payment in full of the Aggregate Total Consideration in accordance with the Scheme and the option cancellation deeds.

The obligation to provide the Equity Funding under the Equity Commitment Letters ends on the earlier of:

- > if there has been no breach of the Scheme Implementation Agreement, the Scheme or the Deed Poll by the Bidder, when:
 - > the Scheme is implemented; and
 - > the Scheme Implementation Agreement is terminated in accordance with its terms; and
- > if there has been a breach or alleged breach of the Scheme Implementation Agreement, the Scheme or the Deed Poll by the Bidder and Bravura has commenced proceedings in a tribunal or court within 90 days (or any longer period agreed by the Bidder) of breach or alleged breach occurring, on the earlier of:
 - > final determination of that breach by a tribunal or court for which no further right of appeal exists; and
 - > 27 October 2016.

Holdco has in turn entered into a subscription agreement with the Bidder and the Ironbridge Entities dated 17 July 2013 (**Subscription Agreement**) under which, among other things, the Bidder may call upon Holdco to subscribe for Bidder Shares in consideration of Holdco paying to Bidco \$16,212,469. The Bidder's right to make the call ends on the earlier of six months after the Scheme Implementation Agreement is signed and the day following the day when the Bidder receives the subscription proceeds. The Bidder is also entitled under the Subscription Agreement to require Holdco to enforce its rights under the Equity Commitment Letters.

(b) Debt funding

The Bidder has entered into a credit approved debt commitment letter (together with an agreed form facility agreement) with the Commonwealth Bank of Australia (**CBA**) to provide debt facilities (**Facilities**) to assist with the acquisition of Bravura and the roll-over of the existing debt facilities of Bravura with CBA.

The proceeds of the Facilities will be available for, among other things:

- > paying the Aggregate Total Consideration; and
- > paying certain costs and expenses incurred in connection with the Scheme and associated transactions.

The provision of the Facilities is subject to the following conditions precedent:

- > court approval of the Scheme on the Second Court Date;
- > evidence that the Bidder is capitalised (via Holdco) by way of equity or shareholder loans received in cash from Ironbridge or any fund managed or advised by them in an amount not less than A\$10 million; and
- > satisfaction of other conditions precedent to drawdown customary for facilities of this nature.

The Bidder expects that these conditions will be satisfied before the Second Court Date (other than Court approval and those conditions which by their nature are typically satisfied on the date of initial drawdown of the Facilities).

If all of the conditions precedent are satisfied and the Equity Funding has been provided (or will be simultaneously provided with the funding under the Facilities), then CBA must provide the Facilities to the Bidder. As at the date of this Explanatory Memorandum, the Bidder is not aware of any reason why any of the conditions precedent to the Facilities will not be satisfied, and is confident the conditions will be satisfied in time to allow payment in full of the Aggregate Total Consideration in accordance with the Scheme and the option cancellation deeds.

The availability of the Facilities is also subject to the correctness of representations and that events of default have not occurred and are not subsisting and other documentary requirements (in each case, as are customary for facilities of this kind). As at the date of this Explanatory Memorandum, the Bidder is not aware of the occurrence of any misrepresentation or event of default or any circumstance that would lead to any misrepresentation or an event of default or which would give rise to a right entitling CBA to terminate the Facilities.

The Facilities are also provided on customary 'certain funds' terms, which means that until the earlier of implementation of the Scheme and 17 January 2014, CBA must comply with any drawdown request by the Bidder to pay the Aggregate Total Consideration, unless (amongst other things):

- it is unlawful for CBA to perform its obligations under the Facilities;
- all documentary and other conditions precedent under the facility agreement are not satisfied;
- any major representation by the Bidder or Holdco is incorrect or misleading in any material respect;
- there is an insolvency event or major default which affects the Bidder or Holdco or would result from a drawdown being advanced; or
- the Bidder is not obliged to complete the Scheme in accordance with the Scheme Implementation Agreement, the Deed Poll, the Sale Agreement or any other document entered into by the Bidder relating to the Proposal designated by the Bidder and CBA as an "acquisition document".

(c) Additional funding if Relevant Optionholders are permitted to exercise their Bravura Options

As described in Section 11.1, Bidder and Bravura are considering permitting certain holders of Bravura Options (Relevant Optionholders) to exercise their Bravura Options prior to the Second Court Date (subject to the Scheme becoming Effective) rather than cancelling or exchanging those options. If the Bidder and Bravura decide to permit the Relevant Optionholders to exercise their Bravura Options, the Aggregate Total Consideration will increase by \$584,312 to \$59,785,505. Bidder will only agree to permit the Relevant Optionholders to exercise their Bravura Options if at the time it has a reasonable basis to expect that it will be able to pay the increased amount of Aggregate Total Consideration in accordance with the Scheme and the option cancellation deeds.

9.4 Post-acquisition intentions of the Bidder

(a) Introduction

Ironbridge considers that its level of investment experience and credentials and its understanding of Bravura's business since Ironbridge Fund II acquired its initial shareholding places it in a strong position to support Bravura's management grow and develop Bravura's business.

If the Proposal is implemented, the Bidder will become the holder of all Bravura Shares and, accordingly, Bravura will become a wholly owned subsidiary of the Bidder.

This Section sets out the intentions of the Bidder in relation to the continuation of Bravura's business, any major changes to Bravura's business (including any redeployment of the fixed assets of Bravura) and the future employment of the present employees of Bravura, in each case if the Scheme is implemented.

The statements of intention in this Section 9.4 are statements of present intention only and are based on information concerning the Bravura Group (including certain non-public information provided by Bravura to the Bidder prior to the entry into the Scheme Implementation Agreement) and the general business environment that is known to the Bidder at the date of this Explanatory Memorandum.

Final decisions regarding these matters will only be made by the Bidder after conducting a detailed review of Bravura's business following implementation of the Scheme. Accordingly, the statements set out in this Section 9.4 may change as new information becomes available or as circumstances change.

(b) Bravura to be delisted

If the Scheme is implemented, the Bidder intends to apply to ASX for Bravura to be removed from ASX's official list, effective shortly after the Implementation Date.

(c) Continued business operations

If the Scheme is implemented, the Bidder intends to support the Bravura Group in operating its business largely consistent with its existing strategies and initiatives, while providing additional support to pursue acquisitions and expansion opportunities in its existing and new markets as appropriate.

The Bidder intends to continue to operate Bravura's business under the name "Bravura".

(d) Board of directors

If the Scheme is implemented, the Bidder intends to replace the members of the existing board of Bravura (with the exception of Neil Broekhuizen) with nominees of the Bidder (who are yet to be identified). Ironbridge Fund II may also appoint representatives of management and independent directors to the board of Bravura, although no decision has been made in relation to this.

(e) Head office

If the Scheme is implemented, the Bidder intends for Bravura's head office to remain located in Sydney, Australia.

(f) Employees

The Bidder's current intention is to retain the Bravura Group's existing employees following implementation of the Scheme.

In addition, it is intended that after the Proposal is implemented Holdco will establish a new management incentive plan in which certain officers and employees of the Bravura Group (including certain current officers and employees) will be invited to participate. As at the date of this Explanatory Memorandum the size and terms of the plan have not been determined and no allocations have been made.

(g) Bravura's assets

If the Scheme is implemented, the Bidder will consider a possible corporate internal restructure of the Bravura Group to optimise business performance. Other than this possible restructure, the Bidder does not intend to transfer any of the Bravura Group's assets to the Bidder or its Associates, nor does the Bidder intend to redeploy any of the Bravura Group's fixed assets.

(h) Injection of further capital

If the Scheme is implemented and except as otherwise set out in this Explanatory Memorandum, the Bidder does not intend to inject further capital into Bravura.

(i) Distribution policy

If the Scheme is implemented and subject to the terms of the Facilities regarding distributions, the Bidder does not intend to change Bravura's existing financial or dividend distribution policies.

9.5 Conditional share sale and purchase agreement for Bravura Shares

The Bidder has entered into a conditional share sale and purchase agreement with Holdco, Carp A, Carp B and Carp NV, dated 17 July 2013 (Sale Agreement), under which the Bidder has agreed to acquire the 413,886,116 Bravura Shares held by Carp A, Carp B and Carp NV in consideration of Holdco issuing to those entities (in their respective proportions) Holdco Shares having an aggregate value of \$115,888,112.48 based on the Scheme Consideration of \$0.28 per Scheme Share.

As a result of the Sale Agreement, the Bidder acquired an interest in 413,886,116 Bravura Shares, representing 67.12 per cent of the Bravura Shares on issue as at the date of this Explanatory Memorandum.

Completion of the Sale Agreement will occur on the Implementation Date and is conditional on:

- > the Scheme becoming Effective; and
- > the Sale Resolution being passed by the required majority of Bravura Shareholders.

A copy of the Sale Agreement was lodged with ASX on 18 July 2013 as part of the Bidder's initial substantial holder notice.

9.6 Other information required for Sale Resolution

The following additional information is provided in accordance with the requirements of item 7 of section 611 of the Corporations Act and ASIC Regulatory Guide 74:

<i>The identity of the persons proposing to acquire the relevant interests the subject of the Sale Resolution, together with their associates</i>	The proposed acquirers of the relevant interests in Bravura Shares under the Sale Agreement are the Bidder and Holdco. They are associates of each other and also have the following associates (Ironbridge Associates) that they share in common: > Carp A; > Carp B; > Carp NV; > Ironbridge Fund II A; > Ironbridge Fund II B; > Ironbridge II Luxembourg Holdings S.a.r.l; > Ironbridge Fund II, L.P.; > Ironbridge Capital II G.P. Limited; > Ironbridge Capital II Pty Limited; > Ironbridge Capital Management Pty Limited; and > Ironbridge Capital Holdings Pty Limited.
<i>The maximum extent of the increase in those persons' voting power in the company that would result from the acquisition</i>	Following passing of the Sale Resolution, the Bidder and Holdco will each hold a relevant interest in 413,886,116 Bravura Shares and will each have maximum voting power of 67.12 per cent in Bravura (ignoring for this purpose the further increase in voting power that will result from implementation of the Scheme). Prior to entry into the Sale Agreement the Bidder and Holdco had no relevant interest or voting power in any Bravura Shares. The maximum extent of the increase in voting power will therefore be 67.12 per cent. Following implementation of the Scheme, the voting power of the Bidder and Holdco will increase to 100 per cent.
<i>The voting power those persons would have as a result of the acquisition</i>	Each of the Bidder and Holdco's voting power in Bravura as a result of the acquisition under the Sale Agreement will be 67.12 per cent. Following implementation of the Scheme, the voting power of the Bidder and Holdco will increase to 100 per cent.
<i>The maximum extent of the increase in the voting power of each associate of the persons that would result from the acquisition</i>	Each Ironbridge Associate already held voting power in Bravura of 67.12 per cent prior to the under the Sale Agreement. Their voting power will therefore not increase because of that acquisition. To the extent that the Bidder and Holdco are associates of each other, their respective increase in voting power in Bravura is noted above. Following implementation of the Scheme, the voting power of each Ironbridge Associate will increase to 100 per cent.
<i>The voting power that each associate of the persons would have as a result of the acquisition</i>	Each Ironbridge Associate's voting power in Bravura as a result of the acquisition under the Sale Agreement will be 67.12 per cent. To the extent that the Bidder and Holdco are associates of each other, their respective voting power in Bravura as a result of that acquisition is noted above. Following implementation of the Scheme, the voting power of each Ironbridge Associate will increase to 100 per cent.
<i>An explanation of the reasons for the proposed acquisition of Bravura Shares under the Sale Agreement</i>	The Bidder (and indirectly Holdco) wish to acquire the Bravura Shares under the Sale Agreement in order to effect an internal reorganisation of the Bravura shareholding currently held by Carp A, Carp B and Carp NV (all entities ultimately owned by funds managed or advised by Ironbridge).

9.7 Additional information required to be provided by the Bidder

(a) Bidder and Holdco directors' interest in Bravura Shares

As at the date of this Explanatory Memorandum, no directors of the Bidder or Holdco hold any Bravura Shares.

(b) No other dealings in Bravura Shares in the previous four months

Other than under the Sale Agreement and the consideration to be provided under the Scheme, none of the Bidder, Holdco or any of their respective associates has provided, or agreed to provide, consideration for Bravura Shares under a purchase agreement or other agreement during the period of four months prior to the date of the Scheme Implementation Agreement.

(c) No benefits to holders of Bravura Shares

Other than as disclosed in this Explanatory Memorandum, none of the Bidder, Holdco or any of their respective associates has given, or agreed to give, any benefit to another person that might induce that person or an Associate of that person to:

- > vote in favour of the Scheme or the Sale Transaction; or
- > dispose of their Bravura Shares,

during the period of four months prior to the date of the Scheme Implementation Agreement.

(d) No other material information

Other than as disclosed in this Explanatory Memorandum or previously disclosed to Bravura Shareholders, there is no other information within the knowledge of the Bidder that is material to the making of a decision by a Bravura Shareholder as to whether or not to vote in favour of the Scheme.

Taxation implications of the Proposal

This section contains a general summary of the main Australian taxation implications arising for certain Scheme Shareholders as a result of the Scheme.

This summary is based on Australian laws in force and administrative practice as at the date of this Explanatory Memorandum. Future changes to those laws may occur without notice and may affect the conclusions set out below.

This summary is of a general nature only. It is not intended to be exhaustive and does not address all of the taxation implications that may be relevant to Scheme Shareholders. This summary does not constitute tax or other advice, and should not be relied upon as a substitute for professional advice. Each Scheme Shareholder should obtain independent taxation advice in relation to their participation in the Scheme that takes into account their own personal facts and circumstances.

The discussion in this section applies only to those Scheme Shareholders who:

- a. hold their Bravura Shares on capital account and not as revenue assets or trading stock for Australian tax purposes;
- b. are not subject to the taxation of financial arrangements rules in Division 230 of the Tax Act in relation to gains and losses on their Bravura Shares; and
- c. are not employees of Bravura or a Bravura Group entity.

10.1 Australian resident Scheme Shareholders

A Scheme Shareholder should make a capital gain on disposal of Bravura Shares under the Scheme if the Scheme Consideration exceeds their cost base in the shares. A capital loss will be made if the Scheme Consideration is less than the Scheme Shareholder's reduced cost base.

For these purposes, a Scheme Shareholder's cost base and reduced cost base should generally include the amount paid (or property given) to acquire the Bravura Shares and any incidental costs of acquisition and disposal (including stamp duty and brokerage).

A Scheme Shareholder who has held their Bravura Shares for at least 12 months (excluding the dates of acquisition and disposal) may be entitled to discount any capital gain by 50 per cent if the Scheme Shareholder is an individual or the trustee of a trust, or 33 ⅓ per cent if the Scheme Shareholder is a complying superannuation entity.

Current and prior year capital losses must be applied against any capital gains prior to the application of any discount. Any net capital gain, reduced where a discount is available, should be included in the assessable income of the Scheme Shareholder. Any net capital loss may be carried forward and may be offset against future capital gains.

10.2 Non-resident Scheme Shareholders

Any capital gain made on disposal of Bravura Shares under the Scheme should not be subject to Australian tax provided the non-resident Scheme Shareholder does not hold their Bravura Shares at or through an Australian permanent establishment. Non-resident Scheme Shareholders should obtain their own independent advice on the implications of participating in the Scheme.

10.3 Goods and Services Tax

Scheme Shareholders should not be liable to pay GST as a result of the disposal of Shares under the Scheme. However, Scheme Shareholders may not be entitled to claim input tax credits in respect of GST included in the cost incurred on any acquisitions related to the disposal of Shares. Scheme Shareholders should obtain their own advice in this regard.

10.4 Stamp duty

The Bravura shareholders should not be liable to pay stamp duty as a result of the disposal of Shares under the Scheme.

Additional information

11.1 Proposed treatment of Bravura Options

Bravura has issued the Bravura Options, being options or rights to acquire Bravura Shares, under the Bravura Option Plan, which is long-term incentive plan under which Bravura Options may be offered to employees and directors of Bravura.

The Bravura Options vest at different times in accordance with their terms and conditions and some of the Bravura Options require that a cash amount be paid to Bravura on exercise of the Bravura Options (**Exercise Price**).

Bravura has agreed in the Scheme Implementation Agreement that in respect of each holder of Bravura Options it will use all reasonable endeavours to either:

- a. enter into a cancellation deed for the cancellation of the Bravura Options held by that holder for a cash amount equal to the difference between the Scheme Consideration and the Exercise Price for each Bravura Option (**Cancellation Deed**); or
- b. cancel or otherwise acquire the Bravura Options held by that holder under an exchange agreement (**Exchange Agreement**) pursuant to which:
 - i. the relevant holder of Bravura Options agrees that their Bravura Options are cancelled or otherwise acquired; and
 - ii. Holdco agrees to grant options over unissued ordinary shares in the capital of Holdco to the relevant holder of Bravura Options.

In each case, the cancellation of the Bravura Options under the relevant Cancellation Deed or Exchange Agreement would be conditional upon the Scheme becoming Effective and therefore the approval of both Minority Shareholders at the Scheme Meeting and the Court.

The Bidder has agreed under the Scheme Implementation Agreement that the cash amount payable by Bravura under any Cancellation Deed will be provided by or on behalf of Bidder.

It is a Condition Precedent of the Scheme that a Cancellation Deed or Exchange Agreement is entered into in respect of all holders of Bravura Options.

Bidder and Bravura are also considering permitting certain holders of Bravura Options to exercise their Bravura Options prior to the Second Court Date (subject to the Scheme becoming Effective) rather than cancelling or exchanging those Bravura Options under a Cancellation Deed or Exchange Agreement. If this were to occur, the Bravura Shares issued on exercise of those Bravura Options would be acquired by the Bidder for the Scheme Consideration under the Scheme and the Bidder would waive any Condition Precedent to the extent not satisfied, or any other right it would otherwise have under the Scheme Implementation Agreement, as a result of those Bravura Options being exercised and Bravura not entering into a Cancellation Deed or Exchange Agreement in respect of those Bravura Options. Any amendment to the Scheme Implementation Agreement required as a result of Bidder and Bravura agreeing to allow certain Bravura Options to be exercised in this way would be released to ASX as contemplated by the statements regarding supplementary information in Section 11.18.

11.2 Warranty by Scheme Shareholders about their Bravura Shares

Under the Scheme each Scheme Shareholder is taken to have warranted to the Bidder, and authorised Bravura as its attorney and agent to warrant to the Bidder, that all their Scheme Shares (including any rights and entitlements attaching to those shares) which are transferred to the Bidder under the Scheme will, at the date of transfer, be fully paid and free from all Encumbrances, and that they have full power and capacity to sell and to transfer their Scheme Shares (including any rights and entitlements attaching to those shares) to the Bidder under the Scheme.

11.3 Marketable securities held by or on behalf of Bravura Directors

No marketable securities of Bravura are held by or on behalf of the Bravura Directors and no such persons are otherwise entitled to such securities as at the date of this Explanatory Memorandum, other than as listed below, all of which are held beneficially:

Bravura Director	Number of Bravura Shares	Number of Bravura Options
Mr Trevor Neil Perry	49,144	NIL
Mr Neil John Broekhuizen	NIL	NIL
Mr Brian Mitchell	3,280,884	NIL
Ms Rebecca Lowde	NIL	1,222,276
Mr Tony Klim	NIL	1,981,090

The Independent Directors and Executive Directors intend to vote any of the Bravura Shares held or controlled by them in favour of the Proposal, in the absence of a Superior Proposal.

No marketable securities of the Bidder are held by or on behalf of Bravura Directors as at the date of this Explanatory Memorandum.

11.4 Material changes in financial position

The latest published financial statements of Bravura are the financial statements for the half year ended 31 December 2012.

Within the knowledge of the Bravura Directors, the financial position of Bravura has not materially changed since 31 December 2012.

On 21 August 2013, Bravura will lodge a copy of the financial results for the year ended 2013 on the ASX website at www.asx.com.au, and will make a copy available on the Bravura website at www.bravurasolutions.com.

Bravura will also make copies of the financial results available, free of charge, to Bravura Shareholders. Requests can be made by contacting the Bravura Shareholder Information Line on 1800 129 386 (within Australia) or +61 1800 129 386 (outside Australia) between 8:30am and 7:30pm (Sydney time), Monday to Friday.

11.5 Agreements or arrangements with Bravura Directors

Other than as set out below, there are no agreements or arrangements made between any Bravura Director and any other person, including the Bidder, in connection with or conditional upon the outcome of the Proposal.

As contemplated by the Scheme Implementation Agreement, Bravura will arrange for run-off insurance cover to be put in place for each present or former director or officer of Bravura covered by Bravura's existing directors' and officer's insurance policy. After the Implementation Date, the Bidder will procure that Bravura and each member of the Bravura Group preserve the indemnities and other rights under the deeds of indemnity, access and insurance made by them in favour of the present or former directors and officers and will not take any action (other than as required by law or as required by any contract binding on the Bidder) which would prejudice or adversely affect any directors and officers run-off insurance cover taken out prior to the Implementation Date.

Under the Scheme Implementation Agreement, the Bidder has, to the maximum extent permitted by law, released all rights against, and agreed not to make any claim against, the respect past or present directors, officers and employees or any member of the Bravura Group in relation to:

- a. information provided to the Bidder by or on behalf of the Bravura Group in relation to the Proposal; and
- b. any breach of any representations, covenants and warranties of Bravura in the Scheme Implementation Agreement,

to the extent that the relevant director, officer or employee has acted without negligence, in good faith and has not engaged in wilful misconduct.

As described in Section 11.1, Bravura proposes to enter into Cancellation Deeds or Exchange Agreements with the holders of Bravura Options.

11.6 Payments or other benefits to Bravura Directors, secretaries and executive officers

It is not proposed that any payment or other benefit will be made or given to any Bravura Director, secretary or executive officer of Bravura, or any body corporate related to Bravura, as compensation for loss of, or as consideration for or in connection with, his or her retirement from office as Bravura Director, secretary or executive officer of Bravura or a body corporate related to Bravura.

11.7 Bravura Directors' interest in contracts entered into by the Bidder

No Bravura Director has any interest in any contract entered into by the Bidder.

11.8 Intention of Bravura Directors concerning the business of Bravura

If the Proposal is implemented, the existing Bravura Board will be reconstituted in accordance with the instructions of the Bidder and it is a matter for the Bidder to determine its intentions as to:

- > the continuation of the business of Bravura;
- > any major changes to be made to the businesses of Bravura, including any redeployment of fixed assets of Bravura; and
- > the future employment of the present employees of Bravura.

The current intentions of the Bidder in relation to these matters are set out in Section 9.4.

If the Proposal does not proceed, the Bravura Board intends that Bravura continues to operate as a company listed on the ASX.

11.9 Fees

Each of the persons named in Section 11.11 of this Explanatory Memorandum (other than the Bidder and Fisher Funds) as performing a function in a professional, advisory or other capacity in connection with the preparation or distribution of this Explanatory Memorandum, will be entitled to receive professional fees charged in accordance with their normal basis of charging.

11.10 Foreign selling restrictions

The distribution of this Explanatory Memorandum outside of Australia may be restricted by law and persons who come into possession of it should seek advice on and observe any such restrictions. Any failure to comply with such restrictions may contravene applicable securities laws. Bravura disclaims all liabilities to such persons. Bravura Shareholders who are nominees, trustees or custodians are advised to seek independent advice as to how they should proceed.

No action has been taken to register or qualify this Explanatory Memorandum or any aspect of the Proposal in any jurisdiction outside of Australia.

11.11 Consents and disclaimers

Each of the parties named below as consenting parties:

- > has given and has not, before lodgement of this Explanatory Memorandum with ASIC, withdrawn its written consent to be named in this Explanatory Memorandum in the form and context in which it is named;
- > has given and has not, before lodgement of this Explanatory Memorandum with ASIC, withdrawn its written consent to the inclusion of their respective statements and reports (where applicable) noted next to their names below, and the references to those statements and reports in the form and context in which they are included in this Explanatory Memorandum;
- > does not make, or purport to make, any statement in this Explanatory Memorandum other than those statements referred to below in respect of that party's name (and as consented to by that party); and
- > to the maximum extent permitted by law, expressly disclaims and takes no responsibility for any statements in or omissions from this Explanatory Memorandum.

Consenting parties	Role
Macquarie Capital (Australia) Limited	Financial advisor to Bravura
Clayton Utz	Legal advisor to Bravura
Deloitte	Independent Expert, in relation to the Independent Expert's Report and any statements based on that report
Bidder	In relation to the Bidder Information only
Fisher Funds	Holder of a Relevant Interest in 14.13 per cent of the Bravura Shares
Computershare Investor Services Pty Limited	Registry

11.12 ASX relief

Bravura has obtained a waiver from ASX from the operation of ASX Listing Rule 6.23.2 to the extent necessary to permit the cancellation of Bravura Options without obtaining the prior approval of Bravura Shareholders. The waiver is subject to a number of conditions, including the implementation of the Proposal. Details of the cancellation of the Bravura Options are set out in Section 11.1.

11.13 ASIC relief

Sub-regulation 5.1.01 of the Corporations Regulations requires that, unless ASIC otherwise allows, this Explanatory Memorandum contain the matters set out in Part 3 of Schedule 8 to the Corporations Regulations.

Clause 8302(h) of Part 3 of Schedule 8 to the Corporations Regulations requires this Explanatory Memorandum to set out whether, within the knowledge of the Bravura Directors, the financial position of Bravura has materially changed since the date of the last balance sheet laid before an Bravura annual general meeting or sent to Bravura Shareholders in accordance with section 314 or 317 of the Corporations Act.

ASIC has granted Bravura relief from this requirement on the condition that:

1. Bravura has complied with Division 2 of Part 2M.3 of the Corporations Act in respect of the half year ended 31 December 2012;
2. Bravura has lodged with ASIC and ASX the documents referred to in section 303 of the Corporations Act for the half year ended 31 December 2012 on or before the date this Explanatory Memorandum is despatched to members of Bravura;
3. the Explanatory Memorandum states that Bravura will give a copy of the documents referred to in paragraph 2 above free of charge to anyone who requests them before the Scheme to which the Explanatory Memorandum relates is approved by the Court;
4. all material changes in Bravura's financial position occurring after 31 December 2013 but prior to the date of the Explanatory Memorandum are disclosed in the Explanatory Memorandum; and
5. the Explanatory Memorandum sent to members is substantially in the form given to ASIC on 16 August 2013.

ASIC has also modified section 609(7) of the Corporations Act to allow the approval of the Sale Resolution referred to in Section 7.7(b) to be obtained within four months, rather than the usual three months, from the date of the Sale Agreement.

11.14 Regulatory

The regulatory approvals that are Conditions Precedent to the Proposal are set out in item 1 of Schedule 2 of the Scheme Implementation Agreement (a copy of which forms Annexure B to this Explanatory Memorandum).

The only ASIC and ASX consents, waivers, modifications or approvals which the Bidder and Bravura consider reasonably necessary or desirable to implement the Proposal are those described in Sections 11.12 and 11.13 above, and these have already been granted or obtained as at the date of this Explanatory Memorandum.

11.15 Deed Poll

The Bidder has entered into the Deed Poll in favour of the Scheme Shareholders under which the Bidder has undertaken, subject to the terms and conditions of the Deed Poll, to deposit the Scheme Consideration into the Trust Account. The Deed Poll may be relied upon by any Scheme Shareholder, despite the fact that they are not a party to it, and each Scheme Shareholder appoints Bravura as its agent to enforce their rights under the Deed Poll against the Bidder.

11.16 Key terms of the Scheme Implementation Agreement

(a) Overview

Bravura and the Bidder entered into the Scheme Implementation Agreement on 17 July 2013. The Scheme Implementation Agreement sets out the steps required to be taken by Bravura and the Bidder to give effect to the Scheme and other steps necessary to give effect to the Proposal. Key terms of the Scheme Implementation Agreement are summarised below and the agreement is set out in full at Annexure B of this Explanatory Memorandum.

(b) Conditions Precedent

The Conditions Precedent are summarised in Section 7.9, and are set out in full the terms of the Scheme which is Annexure C of this Explanatory Memorandum, and in Schedule 2 of the Scheme Implementation Agreement which is Annexure B of this Explanatory Memorandum.

(c) Bidder's representations and warranties in respect of funding

The Bidder represents and warrants to Bravura (on its own behalf and separately as trustee or nominee for each of the Bravura directors) that each of the statements set out below are true and correct as at the date of the Scheme Implementation Agreement and as at 5.00pm on the Business Day immediately prior to the Second Court Date:

- > the Equity Commitment Letters and the Debt Commitment Letters have each been duly executed by the parties thereto and constitute the legally binding obligation of those parties that are enforceable in accordance with their respective terms and none of the Equity Commitment Letters or Debt Commitment Letters have been terminated; and
- > the Bidder has a reasonable basis to believe that on the Implementation Date, it will have sufficient cash amounts (including debt and equity financing or a combination of both) to pay the Scheme Consideration in accordance with its obligations under this agreement, the Scheme, and the Deed Poll.

(d) Exclusivity

The exclusivity provisions within the Scheme Implementation Agreement are summarised in Section 7.8.

(e) Break Fee

The Break Fee provisions within the Scheme Implementation Agreement are summarised in Section 7.8(f).

(f) Termination by the Bidder

The Bidder may terminate the Scheme Implementation Agreement at any time prior to 8.00am on the Second Court Date if:

- > Bravura is in material breach (taken in the context of the Proposal as a whole) of any of clauses 3.4, 4.4, 6.1, 6.3, 6.4, 9.3, 10 or 12.1 of the Scheme Implementation Agreement and the Bidder has given notice to Bravura setting out the relevant circumstances and the relevant circumstances continue to exist five Business Days (or any shorter period ending at 8.00am on the Second Court Date) after the time such notice is given; or
- > an Independent Director:
 - > changes his recommendation to Minority Shareholders that they vote in favour of the resolution to approve the Scheme Resolution and the Sale Resolution, including any adverse modification to his recommendation; or
 - > does not vote, or makes any public statement to the effect that they will not vote, any Bravura Shares in which he or she has a Relevant Interest (if any) in favour of the resolution to approve the Scheme Resolution or the Sale Resolution; or
- > Fisher Funds withdraws or adversely modifies the confirmations attributed to it in Bravura's announcement dated 28 June 2013 in respect of the Bravura Shares that Fisher Funds indirectly or directly holds, owns, controls or represents; or
- > a person (other than an Ironbridge Entity or member of the Bidder Group or any of their respective Associates) acquires a Relevant Interest in more than 20 per cent of the Scheme Shares and:
 - > that person either publicly indicates, or confirms in writing to Bravura, or any of the Bidder Indemnified Parties, that it will cause those Scheme Shares to be voted against the Scheme Resolution or the Sale Resolution; or
 - > the Bidder otherwise determines, after consulting in good faith with Bravura, that the person will cause those Scheme Shares to be voted against the Scheme Resolution or the Sale Resolution; or
- > a member of the Bravura Group becomes Insolvent.

(g) Termination by Bravura

Bravura may terminate the Scheme Implementation Agreement, at any time prior to 8.00am on the Second Court Date, if:

- > Bidder is in material breach (taken in the context of the Proposal as a whole) of any of clauses 3.4, 6.2 or 12.4 of the Scheme Implementation Agreement and Bravura has given notice to Bravura setting out the relevant circumstances and the relevant circumstances continue to exist five Business Days (or any shorter period ending at 8.00am on the Second Court Date) after the time such notice is given;
- > a Superior Proposal arises and a majority of the Bravura Board, or the Independent Directors, publicly recommend that the Superior Proposal is in the best interests of Scheme Shareholders and, if required to pay the Break Fee as a result of such withdrawal, Bravura has paid the Break Fee; or
- > a member of the Bidder Group becomes Insolvent.

(h) Termination by either party

Either the Bidder or Bravura may terminate the Scheme Implementation Agreement:

- > if the Scheme has not become Effective on or before the End Date; or
- > if the Independent Expert's Report contains an opinion that the Proposal is not in the best interests of Scheme Shareholders;
- > if either the Scheme Resolution or the Sale Resolution is not approved by the requisite majority;
- > if a Court or other Regulatory Authority has issued a final and non appealable order, decree or ruling or taken other action which permanently restrains or prohibits any part of the Proposal;
- > in accordance with and pursuant to clause 3.9(a), clause 3.9(b) or clause 13.1 of the Scheme Implementation Agreement.

(i) Termination by agreement

The parties may terminate the Scheme Implementation Agreement by written agreement between them.

11.17 Other information material to the making of a decision in relation to the Proposal

Except as set out in this Explanatory Memorandum, there is no other information material to the making of a decision in relation to the Proposal, being information that is within the knowledge of any Bravura Director, or any director of any Related Body Corporate of Bravura, which has not previously been disclosed to Minority Shareholders.

11.18 Supplementary information

Bravura will issue a supplementary document to this Explanatory Memorandum if it becomes aware of any of the following between the date of lodgement of this Explanatory Memorandum for registration by ASIC and the Effective Date:

- > a material statement in this Explanatory Memorandum is false or misleading;
- > a material omission from this Explanatory Memorandum;
- > a significant change affecting a matter included in this Explanatory Memorandum; or
- > a significant new matter has arisen and it would have been required to be included in this Explanatory Memorandum if it had arisen before the date of lodgement of this Explanatory Memorandum for registration by ASIC.

Depending on the nature and timing of the changed circumstances and subject to obtaining any relevant approvals, Bravura may circulate and publish any supplementary document by:

- > approaching the Court for a direction as to what is appropriate in the circumstances;
- > placing an advertisement in a prominently published newspaper which is circulated generally throughout Australia;
- > posting the supplementary document on Bravura's website; or
- > making an announcement to ASX.

Glossary and interpretation

In this Explanatory Memorandum:

\$ means Australian Dollars.

Aggregate Scheme Consideration means the aggregate amount of Scheme Consideration payable to Scheme Shareholders under the Scheme.

Aggregate Total Consideration means the Aggregate Scheme Consideration plus any amount payable in connection with the cancellation of Bravura Options under the option cancellation deeds.

ASIC means the Australian Securities and Investments Commission.

Associate has the meaning given in section 12 of the Corporations Act.

ASX means ASX Limited ACN 008 624 691 or, as the context requires, the financial market operated by it known as the Australian Securities Exchange.

ASX Listing Rules means the listing rules of ASX from time to time as modified by any express written waiver or exemption given by ASX.

Bidder means Stockholm Solutions Pty Ltd ACN 164 391 404 of Level 17, 1 Bligh Street, Sydney NSW 2000.

Bidder Counter Proposal has the meaning given in Section 7.8(e).

Bidder Group means each of Holdco and the Bidder.

Bidder Indemnified Parties means Ironbridge Fund II, each Ironbridge Entity, any manager or advisor to Ironbridge Fund II or an Ironbridge Entity, Holdco, Bidder, and each of their respective Affiliates, officers, employees and advisers.

Bidder Information means the information concerning the Bidder and the information concerning the Sale Transaction contained in Sections 9 and 7.7(b), the answers to the questions "What is the Sale Transaction" and "Who is the Bidder?" in Section 4 and the second paragraph in Section 7.2 of this Explanatory Memorandum, including information as to the funding arrangements it has put in place to provide the Scheme Consideration, information as to the views, intentions, and decisions of the Bidder in relation to Bravura and information in relation to the Sale Agreement.

Bidder Shares means fully paid ordinary shares in the capital of the Bidder.

Bravura means Bravura Solutions Limited ACN 111 148 826 of Level 6, 345 George Street, Sydney NSW 2000.

Bravura Board means the board of directors of Bravura.

Bravura Director means a director of Bravura.

Bravura Group means Bravura and its Related Bodies Corporate.

Break Fee means \$570,000.

Bravura Material Adverse Change has the meaning given to that term in the Scheme Implementation Agreement.

Bravura Option means an option or right to acquire a Bravura Share issued under the Bravura Option Plan.

Bravura Option Plan means the "Bravura Solutions Option Plan" operated by Bravura.

Bravura Prescribed Event has the meaning given to that term in the Scheme Implementation Agreement.

Bravura Share means one fully paid ordinary share in the capital of Bravura.

Bravura Shareholder means each person who is in the Bravura Share Register as the holder of Bravura Shares.

Bravura Share Register means the register of members of Bravura kept pursuant to the Corporations Act.

Bravura Share Registry means Computershare Investor Services Pty Limited ABN 48 078 279 277.

Business Day means a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally in Melbourne and Sydney.

Carp A means Carp Advisory A Pty Limited ACN 136 517 041 as trustee for Carp Investment Trust No. 1.

Carp B means Carp Advisory B Pty Limited ACN 136 521 732 as trustee for Carp Investment Trust No. 2.

Carp NV means Carp Holdings NV, a company registered in Belgium.

CBA means Commonwealth Bank of Australia.

CHESS means the Clearing House Electronic Subregister System for the electronic transfer of Bravura Shares and other financial products operated by ASX Settlement and Transfer Corporation Pty Ltd ACN 008 504 532.

Competing Proposal means a transaction which, if completed, would mean a person (other than a member of the Bidder Group) either alone or with any Associate would:

- a. directly or indirectly, acquire an interest or Relevant Interest in or become the holder of more than 20 per cent of the Bravura Shares;
- b. directly or indirectly acquire an interest (including an economic interest) in, or become the holder of, all or a substantial part of or a material part of the business conducted by the Bravura Group;
- c. acquire control of Bravura, within the meaning of section 50AA of the Corporations Act; or
- d. otherwise acquire or merge (including by a reverse takeover bid or dual listed company structure) with Bravura,

including by way of takeover bid, scheme of arrangement, shareholder approved acquisition, capital reduction, sale or purchase of assets, sale or purchase of shares or joint venture.

Competing Proposal Notice has the meaning in Section 7.8(c).

Conditions Precedent means the conditions precedent to the Scheme set out in the terms of the Scheme (a copy of which forms Annexure C of this Explanatory Memorandum) and Schedule 2 of the Scheme Implementation Agreement (a copy of which forms Annexure B of this Explanatory Memorandum).

Corporations Act means the *Corporations Act 2001* (Cth).

Court means the Federal Court of Australia or such other court of competent jurisdiction as Bravura and the Bidder agree in writing.

Debt Commitment Letters means the credit approved executed commitment letters and accompanying terms sheets from certain banks and financial institutions addressed to the Bidder and dated on or prior to the date of this agreement.

Deed Poll means the deed poll executed by the Bidder in favour of Scheme Shareholders in the form set out in Annexure D of this Explanatory Memorandum.

Deloitte means Deloitte Corporate Finance Pty Limited ACN 003 833 127 of 225 George Street, Sydney NSW 2000.

Effective means, when used in relation to the Scheme, the coming into effect, pursuant to section 411(10) of the Corporations Act, of the order of the Court made under section 411(4)(b) of the Corporations Act in relation to the Scheme.

Effective Date means the date on which the Scheme becomes Effective.

Encumbrance means a mortgage, charge, pledge, lien, encumbrance, security interest, title retention, preferential right, trust arrangement, contractual right of set-off, or any other security agreement or arrangement in favour of any person, whether registered or unregistered, including any Security Interest.

End Date means the date that is six months after the date of the Scheme Implementation Agreement, or such other date agreed by the Bidder and Bravura.

Equity Commitment Letters means legally binding equity commitment letters, dated 17 July 2013, entered into by Holdco and each Ironbridge Fund Entity.

Equity Funding means the funds provided to Holdco by the Ironbridge Fund Entities pursuant to the terms of the Equity Commitment Letters.

Exchange Agreement means an agreement, in a form approved by the Bidder (acting reasonably), under which:

- a. the relevant holder of Bravura Options agrees that their Bravura Options are cancelled or otherwise acquired; and
- b. Holdco agrees to grant options over unissued ordinary shares in the capital of Holdco to the holder of Bravura Options described in paragraph (a).

Exclusivity Period means the period commencing on the date of the Scheme Implementation Agreement and ending on the earliest of:

- a. the End Date;
- b. the date the Scheme Implementation Agreement is terminated in accordance with its terms; and
- c. the Implementation Date.

Executive Directors means Tony Klim and Rebecca Lowde.

Explanatory Memorandum means this scheme booklet, including the Annexures.

Facilities has the meaning given in Section 9.3(b).

Fisher Funds means Fisher Funds Management Limited, a company registered in New Zealand with company number 903800.

General Meeting means the meeting of the Minority Shareholders to be held immediately following the conclusion of the Scheme Meeting, at which the Sale Resolution will be voted on and any adjournment of that meeting.

GST means Goods and Services Tax.

Holdco means Stockholm Solutions Holdings Pty Ltd ACN 164 391 128 of Level 17, 1 Bligh Street, Sydney NSW 2000.

Holdco Shares means fully paid ordinary or preference shares in the capital of Holdco.

Implementation Date is expected to be Thursday 10 October 2013.

Independent Board Committee has the meaning as described in Section 7.4.

Independent Directors means Brian Mitchell and Trevor Perry.

Independent Expert means Deloitte.

Independent Expert's Report means the report from the Independent Expert in respect of the Proposal, a copy of which is set out in Annexure A of this Explanatory Memorandum.

A person is **Insolvent** if:

- a. it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act); or
- b. it is in liquidation, in provisional liquidation, under administration or wound up or has had a Controller appointed to any part of its property; or
- c. it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the other parties to the Scheme Implementation Agreement); or
- d. an application or order has been made (and in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of (a), (b) or (c) above; or
- e. it is taken (under section 459F(1) of the Corporations Act) to have failed to comply with a statutory demand; or

f. it is the subject of an event described in section 459C(2) (b) or section 585 of the Corporations Act (or it makes a statement from which another party to the Scheme Implementation Agreement reasonably deduces it is so subject); or

g. it is otherwise unable to pay its debts when they fall due; or

h. something having a substantially similar effect to (a) to (g) happens in connection with that person under the law of any jurisdiction.

Ironbridge means Ironbridge Capital Management Pty Limited of Level 17, 1 Bligh Street, Sydney NSW 2000.

Ironbridge Associates has the meaning given in Section 9.6.

Ironbridge Entities means Carp A, Carp B and Carp NV and **Ironbridge Entity** means any one of them.

Ironbridge Fund II means Ironbridge Fund II private equity fund including the following investing entities:

- a. Ironbridge Fund II A;
- b. Ironbridge Fund II B; and
- c. Ironbridge Fund II GP.

Ironbridge Fund II A means Ironbridge Capital II A Pty Limited (ACN 120 210 175) as trustee of Ironbridge Fund II A.

Ironbridge Fund II B means Ironbridge Capital II B Pty Limited (ACN 120 210 157) as trustee of Ironbridge Fund II B.

Ironbridge Fund II GP means Ironbridge Capital II, L.P. as represented by Ironbridge Capital II G.P. Limited.

Ironbridge Fund Entities means Ironbridge Fund II A, Ironbridge Fund II B and Ironbridge Fund II GP.

Meetings means the General Meeting and the Scheme Meeting.

Minority Shareholder means each person who holds Bravura Shares other than Ironbridge Entities.

Notice of General Meeting means the notice of meeting relating to the General Meeting, which is contained in Annexure F of this Explanatory Memorandum.

Notice of Scheme Meeting means the notice of meeting relating to the Scheme Meeting, which is contained in Annexure E of this Explanatory Memorandum.

Proposal means the proposed acquisition of all issued Bravura Shares as follows:

- a. the Scheme Shares, being Bravura Shares held by Minority Shareholders, under the Scheme; and
- b. the Bravura Shares held by the Ironbridge Entities, under the Sale Transaction on terms and conditions set out in the Sale Agreement.

Proxy Form means the proxy form for the Scheme Meeting and the General Meeting accompanying this Explanatory Memorandum, or the electronic version of that proxy form, utilised for electronic proxy lodgement at www.investorvote.com.au.

Regulatory Authority means:

- a. any government or local authority, any department, minister or agency of any government and any other governmental, administrative, fiscal, monetary or judicial body; and
- b. any other authority, agency, commission or similar entity having powers or jurisdiction under any law or regulation or the listing rules of any recognised stock or securities exchange,

in any part of the world.

Related Body Corporate has the meaning it has in the Corporations Act, except that the term 'subsidiary' used in the Corporations Act has the meaning ascribed in 'Subsidiary' in this Explanatory Memorandum.

Relevant Interest has the meaning given in sections 608 and 609 of the Corporations Act.

Relevant Optionholder has the meaning given in Section 9.3.

Representative means any person acting for or on behalf of a party including any director, officer, employee, agent, contractor or professional advisor of a party.

Resolutions means the Sale Resolution and Scheme Resolution.

Sale Agreement means the share sale and purchase agreement entered into by the Bidder, Holdco and the Ironbridge Entities, dated 17 July 2013.

Sale Resolution means the resolution to be put at the General Meeting to Bravura Shareholders entitled to vote to approve completion of the transactions contemplated by the Sale Agreement in accordance with item 7, section 611 of the Corporations Act.

Sale Transaction means the transfer of Bravura Shares from the Ironbridge Entities to the Bidder pursuant to the Sale Agreement.

Scheme means the scheme of arrangement pursuant to Part 5.1 of the Corporations Act proposed between Bravura and the Bravura Shareholders, the form of which is contained in Annexure C of this Explanatory Memorandum subject to any alterations or conditions made or required by the Court under section 411(6) of the Corporations Act and approved in writing by Bravura.

Scheme Consideration means \$0.28 cash per Scheme Share in cash consideration from the Bidder.

Scheme Implementation Agreement means the Scheme Implementation Agreement entered into between Bravura and the Bidder on 17 July 2013.

Scheme Meeting means the meeting of Minority Shareholders convened by the Court in relation to the Scheme pursuant to section 411(1) of the Corporations Act and scheduled to be held at 10:30am on Monday, 23 September 2013.

Scheme Record Date means 5:00pm (Sydney time) on Thursday 3 October 2013, or such other time and date agreed in writing between the Bidder and Bravura.

Scheme Resolution means the resolution put to Minority Shareholders at the Scheme Meeting to approve the Scheme.

Scheme Share means a Bravura Share held by a Scheme Shareholder.

Scheme Shareholder means each person who holds Bravura Shares as at the Scheme Record Date other than the Ironbridge Entities.

Second Court Date means the first day of hearing of an application made to the Court for an order pursuant to section 411(4)(b) of the Corporations Act approving the Scheme or, if the hearing of such application is adjourned for any reason, means the first day of the adjourned hearing.

Security Interest has the meaning given in section 12 of the Personal Property Securities Act 2009 (Cth).

Subscription Agreement means the subscription agreement entered into by the Bidder, Holdco and the Ironbridge Entities dated 17 July 2013.

Subsidiary has the meaning it has in the Corporations Act, but so that:

- a. a trust may be a 'Subsidiary', for the purposes of which any units or other beneficial interests will be deemed shares; and
- b. a corporation or trust may be a 'Subsidiary' of a trust if it would have been a Subsidiary if that trust were a corporation.

Superior Proposal means a publicly announced Competing Proposal which the Independent Directors, acting in good faith, and after taking advice from their legal and financial advisors, determine:

- a. is reasonably capable of being completed without any undue delay taking into account all aspects of the Competing Proposal; and
- b. would, if consummated in accordance with its terms, but without assuming away the risk of non-completion, result in a transaction which is more favourable to Scheme Shareholders than the terms of the Transaction; and
- c. that failure to recommend to Scheme Shareholders would be reasonably likely to constitute a breach of the fiduciary duties of the directors of Bravura.

Tax Act means the *Income Tax Assessment Act 1997 (Cth)*.

Trust Account means the trust account operated by Bravura as trustee for the Scheme Shareholders, being the account into which the Bidder will deposit the Scheme Consideration.

VWAP means volume weighted average price.

Independent Expert's Report



Bravura Solutions Limited

Independent expert's report and Financial Services Guide

19 August 2013

Deloitte.

Financial Services Guide

What is a Financial Services Guide?

This Financial Services Guide (FSG) provides important information to assist you in deciding whether to use our services. This FSG includes details of how we are remunerated and deal with complaints.

Where you have engaged us, we act on your behalf when providing financial services. Where you have not engaged us, we act on behalf of our client when providing these financial services, and are required to give you an FSG because you have received a report or other financial services from us.

What financial services are we licensed to provide?

We are authorised to provide financial product advice and to arrange for another person to deal in financial products in relation to securities, interests in managed investment schemes, government debentures, stocks or bonds and related regulated emissions units (i.e., carbon) to retail and wholesale clients.

Our general financial product advice

Where we have issued a report, our report contains only general advice. This advice does not take into account your personal objectives, financial situation or needs. You should consider whether our advice is appropriate for you, having regard to your own personal objectives, financial situation or needs.

If our advice is provided to you in connection with the acquisition of a financial product you should read the relevant offer document carefully before making any decision about whether to acquire that product.

How are we and all employees remunerated?

We will receive a fee of approximately AUD125,000 exclusive of GST in relation to the preparation of this report. This fee is not contingent upon the success or otherwise of the proposed transaction between Bravura Solutions Limited and Stockholm Solutions Pty Ltd (the Proposed Scheme).

Other than our fees, we, our directors and officers, any related bodies corporate, affiliates or associates and their

directors and officers, do not receive any commissions or other benefits.

All employees receive a salary and while eligible for annual salary increases and bonuses based on overall performance they do not receive any commissions or other benefits as a result of the services provided to you. The remuneration paid to our directors reflects their individual contribution to the organisation and covers all aspects of performance.

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The Complaints Officer	Financial Ombudsman Services
PO Box N250	GPO Box 3
Grosvenor Place	Melbourne VIC 3001
Sydney NSW 1220	info@fos.org.au
complaints@deloitte.com.au	www.fos.org.au
Fax: +61 2 9255 8434	Tel: 1300 780 808
	Fax: +61 3 9613 6399

What compensation arrangements do we have?

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1 February 2013

Deloitte Corporate Finance Pty Limited, ABN 19 003 833 127, AFSL 241457 of Level 1 Grosvenor Place, 225 George Street, Sydney NSW 2000

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The Independent Directors
Bravura Solutions Limited
Level 2
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SYDNEY NSW 2000

19 August 2013

Dear Independent Directors

Independent expert's report

Introduction

On 17 July 2013, Bravura Solutions Limited (Bravura or the Company) announced that it had entered into a scheme implementation agreement with Stockholm Solutions Pty Ltd (Bidder), an entity owned by funds (the Ironbridge Funds) advised by Ironbridge Capital Advisers in relation to a proposal which includes the acquisition by the Bidder of all of the outstanding shares in Bravura not already owned by the Ironbridge Funds via a scheme of arrangement (the Proposed Scheme). The Ironbridge Funds already own 67.1% of Bravura's shares. If the Proposed Scheme is approved, holders of Bravura shares other than the Ironbridge Funds (Minority Shareholders) will receive consideration of AUD0.28 per Bravura share, upon completion, which is expected to occur before October 2013.

Assuming implementation of the Proposed Scheme, Bravura will become wholly owned by entities associated with the Ironbridge Funds and will subsequently be delisted from the Australian Securities Exchange (ASX). The board of Bravura have prepared an explanatory memorandum containing the detailed terms of the Proposed Scheme (the Explanatory Memorandum) and an overview of the Proposed Scheme is provided in Section 1 of our detailed report.

Contemporaneously with the implementation of the Proposed Scheme, the Ironbridge Funds also intend to transfer their current 67.1% ownership interest in Bravura to the Bidder (Ancillary Transaction). The Ancillary Transaction and the Proposed Scheme are interconditional. Further details of the Ancillary Transaction are set out in Section 7.7 of the Explanatory Memorandum. The Proposed Scheme and the Ancillary Transaction are collectively referred to as the Proposal.

Purpose of our Report

The Independent Directors of Bravura (being Brian Mitchell and Trevor Perry) have requested Deloitte Corporate Finance Pty Limited (Deloitte Corporate Finance) to provide an independent expert's report advising whether, in our opinion, the Proposed Scheme, separately and in combination with the Ancillary Transaction, is in the best interests of Minority Shareholders.

This independent expert's report is required pursuant to Part 3 of Schedule 8 of the Corporations Regulations 2001 (Cwlth) (Part 3) to assist Minority Shareholders in their consideration of the Proposed Scheme. We have prepared this report having regard to Part 3 and Australian Securities and Investments Commission (ASIC) Regulatory Guide 111 and ASIC Regulatory Guide 112.

Bravura is required to obtain approval for the Ancillary Transaction from Minority Shareholders under Section 611 (item 7) of the Corporations Act 2001 (Section 611(7)). The Independent Directors have requested that we also provide our opinion as to whether the advantages of the Ancillary Transaction outweigh the disadvantages of the Ancillary Transaction.

This report is to be included in the Explanatory Memorandum to be sent to Minority Shareholders and has been prepared for the exclusive purpose of assisting Minority Shareholders in their consideration of the Proposed Scheme and the Ancillary Transaction. Neither Deloitte Corporate Finance, Deloitte Touche Tohmatsu, nor any member or employee thereof, undertakes responsibility to any person, other than the Minority Shareholders and Bravura, in respect of this report, including any errors or omissions however caused.

Member of Deloitte Touche Tohmatsu Limited

Basis of evaluation of the Proposed Scheme

Schemes of arrangement can include many different types of transactions, including being used as an alternative to a takeover bid.

Where the scheme of arrangement has the same effect as a takeover, the form of analysis used by the expert should be substantially the same as for a takeover bid. The Proposed Scheme has the same effect as a takeover bid and therefore we have analysed it as such.

Summary and conclusion with respect to the Proposed Scheme

In our opinion the Proposed Scheme is fair and reasonable and therefore in the best interests of Minority Shareholders.

In arriving at this opinion, we have had regard to the following factors:

The Proposed Scheme is fair

According to ASIC Regulatory Guide 111, in order to assess whether the Proposed Scheme is fair, the independent expert is required to compare the fair market value of a share in Bravura on a control basis with the fair market value of the consideration under the Proposed Scheme. The Proposed Scheme is fair if the value of the consideration is equal to or greater than the value of the securities subject to the offer.

Set out in the table below is a comparison of our assessment of the fair market value of a Bravura share with the consideration offered by the Bidder.

Table 1: Evaluation of fairness

AUD	Low	High
Estimated fair market value of a Bravura share (on control basis)	0.25	0.30
Cash consideration offered	0.28	0.28

Source: Deloitte Corporate Finance analysis

The cash consideration offered by the Ironbridge Funds is within the range of our estimate of the fair market value of a Bravura share. Accordingly it is our opinion that the Proposed Scheme is fair.

Valuation of a Bravura share

We have estimated the fair market value of a Bravura share on a going concern and a control basis to be in the range of AUD0.25 to AUD0.30, using the capitalisation of maintainable earnings method as our primary approach, which estimates the value of Bravura by capitalising its maintainable earnings with an appropriate earnings multiple.

We have selected earnings before interest, tax, depreciation and amortisation (EBITDA) adjusted for capitalised research and development (R&D) expenses (Adjusted EBITDA) as an appropriate measure of earnings for Bravura because earnings multiples based on EBITDA are less sensitive to different financing structures, depreciation and amortisation accounting policies and effective tax rates than multiples based on earnings before interest and tax (EBIT) or net profit after tax (NPAT). The adjustment relating to capitalised R&D was made to take account of the differing accounting policies adopted by companies and therefore to ensure consistency. We have assessed Bravura's maintainable level of Adjusted EBITDA to be between AUD20.0 million and AUD22.0 million, based on an analysis of historical Adjusted EBITDA, forecast Adjusted EBITDA and discussions with Management of Bravura. The earnings multiple used of 6.75 to 7.25 was based on an analysis of listed companies and previous mergers and acquisitions in the financial services software industry. Our detailed valuation analysis is set out in Section 4.

The Proposed Scheme is reasonable

In accordance with ASIC Regulatory Guide 111 an offer is reasonable if it is fair. On this basis, in our opinion the Proposed Scheme is reasonable. We have also considered the following factors in assessing the reasonableness of the Proposed Scheme:

- the offer price represents a significant premium to the price at which Bravura shares traded before announcement of the Proposed Scheme on 28 June 2013. Specifically, it represents:
 - a premium of 65% relative to the closing share price on the day before the announcement of the Proposed Scheme
 - a premium of 51% relative to Bravura's one month volume weighted average price (VWAP) calculated to the day before the announcement of the Proposed Scheme.
- the offer price lies within the range of our valuation for Bravura which is based on a control value. The Minority Shareholders, even collectively, hold a minority interest in the Company (being 32.9% with the Ironbridge Funds holding 67.1%) and therefore are receiving a premium to the fair market value of a minority interest. Excluding the control premium included in our valuation above would imply that the value of the shares held by Minority Shareholders on a minority basis is AUD0.19 to AUD0.23
- our assessment of the value of Bravura is based on the assumption that a significant component of the expected sales of Sonata, its flagship software product, will be realised in FY14 and subsequent years. There is risk that these sales will not eventuate, therefore through accepting the cash offer, the Minority Shareholders will be able to monetise the upside in the valuation without taking the corresponding risk. However, if future sales of Sonata are higher than expected by Management and that factored into our valuation, Minority Shareholders will not share in the resulting valuation uplift
- the liquidity in the trading of Bravura shares on the ASX has been very low, with the average daily trading volume being approximately 0.01% of Bravura's total issued capital over the 6 months to 30 June 2013. Such low liquidity may create difficulties for Minority Shareholders planning to sell their holdings if the Proposed Scheme is not implemented
- the Ironbridge Funds currently hold approximately 67.1% of the shares in Bravura. In addition, the Bidder's offer has been public for some weeks. It would therefore seem unlikely that a superior alternative offer (which, in order to be successful, would need the support of the Ironbridge Funds) will be received in the near future and therefore this offer represents the best offer available to Minority Shareholders to realise a control value for their shares
- if Minority Shareholders do not approve the Proposed Scheme, the traded share price on the ASX is likely to drop below the offer price to levels at which it traded prior to announcement of the Proposed Scheme (closing price on 27 June 2013 was AUD0.17)
- Minority Shareholders will lose exposure to a company with operations in the financial services software industry and with a leading position in some of its markets.

Conclusion on reasonableness

On balance, there are sufficient reasons for shareholders to accept the offer in the absence of any higher bid and therefore the Proposed Scheme is also reasonable.

Other factors that may be relevant for consideration by Minority Shareholders

Fisher Funds Management Limited (Fisher Funds) which currently holds 14.13% of the shares in Bravura has confirmed to the Independent Directors of Bravura that it will, in the absence of any superior proposal for 100% of Bravura, support the Proposed Scheme at the proposed offer price of AUD0.28. The Proposed Scheme therefore already has the support of 43% of the shareholders that will be entitled to vote at the scheme meeting.

Basis of evaluation of the Ancillary Transaction

For the purposes of the Ancillary Transaction, we have considered whether the advantages of the Ancillary Transaction outweigh the disadvantages of the Ancillary Transaction so far as Minority Shareholders are concerned. We have also considered whether Minority Shareholders may be forgoing:

- the opportunity of receiving a takeover bid; and
- sharing in any premium for control.

Summary and conclusion with respect to the Ancillary Transaction

The Ancillary Transaction will not occur unless the Proposed Scheme is implemented. If the Proposed Scheme is implemented the Minority Shareholders will dispose their interests in Bravura in return for the cash consideration and therefore the Ancillary Transaction will have no impact on Minority Shareholders. Therefore, we have not been able to identify any impact of the Ancillary Transaction on the Minority Shareholders and consequently we do not consider there to be any disadvantage to Minority Shareholders.

Notwithstanding the above, we note that the Proposed Scheme and the Ancillary Transaction are interconditional. Hence, since the Proposed Scheme is in the best interests of Minority Shareholders, we are of the opinion that the advantages of the Minority Shareholders approving the Ancillary Transaction are as follows:

- it allows Minority Shareholders to participate in the takeover bid (being the Proposed Scheme)
- it allows Minority Shareholders to receive a premium for control given the consideration being offered is in the range of our valuation of a Bravura share which has been assessed on a control basis, and is greater than our assumed value for the Company on a minority basis.

As such, overall the advantages of the Ancillary Transaction outweigh the disadvantages.

Opinion

In our opinion:

- the Proposed Scheme is fair and reasonable to Minority Shareholders. It is therefore in the best interests of Minority Shareholders
- the advantages of the Ancillary Transaction outweigh the disadvantages
- therefore, the Proposal as a whole, including both the Proposed Scheme and the Ancillary Transaction, is in the best interests of Minority Shareholders.

An individual Minority Shareholder's decision in relation to the Proposed Scheme or the Ancillary Transaction may be influenced by his or her particular circumstances. If in doubt the Minority Shareholder should consult an independent adviser, who should have regard to their individual circumstances.

This opinion should be read in conjunction with our detailed report which sets out our scope and findings.

Yours faithfully



Tapan Parekh
Director
Deloitte Corporate Finance Pty Limited



Nicki Ivory
Director
Deloitte Corporate Finance Pty Limited

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1 Overview of the Proposed Scheme

1.1 Summary

Ironbridge Capital Advisers is an Australian-based private equity manager and adviser to funds that invest in the buyout and expansion of medium and large sized businesses with an enterprise value of between AUD50 million and AUD250 million. Ironbridge Capital Advisers advises Ironbridge Fund II which currently owns 67.1% of the share capital of Bravura and has one director, Neil Broekhuizen, on the Board of Directors of Bravura.

On 17 July 2013 the directors of Bravura announced that Bravura had entered into a scheme implementation agreement under which the Bidder, an entity owned by the Ironbridge Funds, would acquire the 32.9% of the share capital in Bravura that the Ironbridge Funds do not already own via a scheme of arrangement (Proposed Scheme).

If the Proposed Scheme is approved, Minority Shareholders will receive AUD0.28 for every ordinary share held in Bravura.

Assuming implementation of the Proposed Scheme, Bravura will be wholly owned by the Ironbridge Funds and will subsequently be delisted from the ASX. The board of Bravura has prepared the Explanatory Memorandum containing the detailed terms of the Proposed Scheme. Further details are provided in Section 7 of the Explanatory Memorandum.

The Independent Directors have requested that Deloitte Corporate Finance provide an independent expert's report advising whether, in our opinion, the Proposed Scheme is fair and reasonable to, and in the best interests of, the Minority Shareholders.

The Proposed Scheme is subject to various conditions, the most significant being:

- regulatory and court approval
- approval of the Proposed Scheme and the Ancillary Transaction by Minority Shareholders at the Scheme meeting
- cancellation deeds and/or exchange agreements are entered into for all outstanding options on Bravura shares
- the independent expert report contains an opinion that the Proposed Scheme is in the best interests of Minority Shareholders
- no material acquisitions, disposals or commitments outside the ordinary course are made by Bravura
- no material adverse change appears or becomes apparent in Bravura's value, business, operations or prospects between the implementation of the Proposed Scheme and the second court date
- Bravura and the Bidder's representations and warranties as set out in Schedules 6 and 7 of the Explanatory Memorandum, respectively, are true and correct in all material aspects as at the implementation date of the Proposed Scheme and at the second court date.

Further details of the conditions precedent are provided in Section 7.9 of the Explanatory Memorandum.

1.2 Bidder's intentions

Upon completion of the Proposed Scheme Bravura would become a wholly owned subsidiary of the Bidder and consequently of the Ironbridge Funds and would subsequently be delisted from the ASX.

The Bidder intends to replace the existing Board of Directors, other than Neil Broekhuizen, with nominees from the Bidder.

Additionally, the Bidder might undertake a possible restructure of Bravura in order to optimise its business performance.

Further details of the Bidder's intentions are provided in Section 9.4 of the Explanatory Memorandum.

1.3 Ancillary Transaction

Contemporaneously with the implementation of the Proposed Scheme, the Ironbridge Funds intend to transfer their current 67.1% interest in Bravura to the Bidder (Ancillary Transaction). The Ancillary Transaction and the Proposed Scheme are interconditional. Further details of this transaction are set out in Section 7.7 of the Explanatory Memorandum.

2 Scope of the report

2.1 Purpose of the report

Section 411 of the Corporation Act 2001 (Section 411) regulates schemes of arrangement between companies and their shareholders. Part 3 prescribes the information to be provided to shareholders in relation to schemes of arrangement. These provisions require the preparation of a report by an independent expert stating whether or not, in the expert's opinion, the proposed scheme is in the best interests of the shareholders of the company subject to the scheme where either:

- the corporation which is party to the scheme (the Ironbridge Funds) has a director in common with the company subject to the scheme of arrangement (Bravura)
- the corporation which is the other party to the scheme is entitled to more than 30% of the voting shares in the company subject to the scheme.

As the Ironbridge Funds have one director in common with Bravura, and have more than 30% of the voting shares in Bravura, there is a legal requirement for an independent expert's report under Part 3.

Additionally, Bravura is required under Section 611(7) to obtain approval from Minority Shareholders to allow the Ironbridge Funds to execute the Ancillary Transaction. The Independent Directors have requested that we also opine on the Ancillary Transaction.

2.2 Basis of evaluation of the Proposed Scheme

2.2.1 Guidance

In our assessment as to whether the Proposed Scheme is fair and reasonable and therefore in the best interests of the members of the company, we have had regard to common market practice and Regulatory Guide 111 issued by ASIC in relation to the content of independent expert's reports.

ASIC Regulatory Guide 111

This regulatory guide provides guidance in relation to the content of independent expert's reports prepared for a range of transactions.

ASIC Regulatory Guide 111 refers to a 'control transaction' as being the acquisition (or increase) of a controlling stake in a company that could be achieved, for example, by way of a takeover offer, scheme of arrangement, approval of an issue of shares using Section 611(7), a selective capital reduction or selective buy back under Chapter 2J.

In respect of control transactions, under ASIC Regulatory Guide 111 an offer is:

- fair, when the value of the consideration is equal to or greater than the value of the securities subject to the proposed scheme. The comparison must be made assuming 100% ownership of the target company (i.e. including a control premium)
- reasonable, if it is fair, or, despite not being fair, the expert believes there are sufficient reasons for shareholders to accept the offer in the absence of a higher bid.

To assess whether the Proposed Scheme is in the best interests of shareholders, we have adopted the tests of whether the Proposed Scheme is either fair and reasonable, not fair but reasonable, or neither fair nor reasonable, as set out in ASIC Regulatory Guide 111.

2.2.2 Fairness

ASIC Regulatory Guide 111 defines an offer as being fair if the value of the offer price is equal to or greater than the value of the securities the subject of the offer. The comparison must be made assuming 100% ownership of the target company.

Accordingly we have assessed whether the Proposed Scheme is fair by comparing the value of the consideration being offered pursuant to the Scheme with the value of a Bravura ordinary share on a control basis. We have assessed the value of each Bravura ordinary share by estimating the current value of Bravura on a control basis and dividing this value by the number of ordinary shares on issue.

The Bravura ordinary shares have been valued at fair market value, which we have defined as the amount at which an ordinary share would be expected to change hands between a knowledgeable and willing but not anxious buyer and a knowledgeable and willing but not anxious seller, neither of whom is under any compulsion to buy or sell. Special purchasers may be willing to pay higher prices to reduce or eliminate competition, to ensure a source of material supply or sales, or to achieve cost savings or other synergies arising on business combinations, which could only be enjoyed by the special purchaser. Our valuation of a Bravura ordinary share has not been premised on the existence of a special purchaser.

2.2.3 Reasonableness

ASIC Regulatory Guide 111 considers an offer in respect of a control transaction, to be reasonable if either:

- the offer is fair
- despite not being fair, the expert believes there are sufficient reasons for shareholders to accept the offer in the absence of a higher bid.

To assess the reasonableness of the Proposed Scheme we considered the following factors in addition to determining whether the Proposed Scheme is fair:

- the existing shareholding of the Ironbridge Funds in Bravura
- any other significant shareholdings in Bravura
- the likely market price and liquidity of Bravura ordinary shares in the absence of the Proposed Scheme
- the value to an alternative bidder and the likelihood of an alternative offer being made
- other implications associated with Minority Shareholders rejecting the Proposed Scheme.

2.3 Basis of evaluation of the Ancillary Transaction

In forming our opinion on the Ancillary Transaction, we have considered the advantages and disadvantages of the Ancillary Transaction to Minority Shareholders.

This has included the consideration of whether Minority Shareholders are foregoing:

- the opportunity of receiving a takeover bid, and
- sharing in any premium for control.

2.4 Limitations and reliance on information

We have evaluated the Proposed Scheme and the Ancillary Transaction for Minority Shareholders as a whole and have not considered the effect of the Proposed Scheme or the Ancillary Transaction on the particular circumstances of individual shareholders. Due to their particular circumstances, individual shareholders may place a different emphasis on various aspects of the Proposed Scheme from the one adopted in this report. Accordingly, individual shareholders may reach different conclusions to ours on whether the Proposed Scheme is fair and reasonable and therefore in the best interests of shareholders. If in doubt shareholders should consult an independent adviser, who should have regard to their individual circumstances.

The opinion of Deloitte Corporate Finance is based on economic, market and other conditions prevailing at the date of this report. Such conditions can change significantly over relatively short periods of time.

This report should be read in conjunction with the declarations outlined in Appendix G.

3 Profile of Bravura

3.1 Overview

Bravura was established in December 2004 as part of a leveraged management buyout of the corporate and superannuation business unit of CSC. It was listed on the ASX in June 2006.

Bravura is a global supplier of wealth management, life insurance, and transfer agency software applications and services in Australia, New Zealand, India and Asia (collectively referred to as APAC), Europe, the Middle East, Bermuda and Africa (collectively referred to as EMEA). The Company employs more than 700 people in 16 offices across 10 countries.

Bravura services the following markets:

- wealth management, including life insurance
- transfer agency.

An analysis of the industry Bravura operates in and the markets it services is provided in Appendix A.

3.2 Company history

Figure 1: Company history

2004	• Bravura established as part of the buy-out of the wealth management business unit of CSC
2005	• acquisition of Syscorp Pty Limited, EB Zone front end application and Tacit Group to expand Bravura's product portfolio and its market penetration
2006	• acquired Essential Computer Systems and AB Prodata to strengthen its electronic commerce focus and gain access to AB Prodata's flagship product, Babel • Bravura undertook an initial public offering of shares in June 2006 at AUD1.12 per share and subsequently listed on the ASX with a market capitalisation of approximately AUD140 million • acquired Rufus software business from BNY and consequently became a major participant in the United Kingdom, opening up the transfer agency market and significantly expanding Bravura's global footprint
2007	• Bravura undertook a one for six non-renounceable rights issue at an issue price of AUD2.10 per share (a discount to Bravura's share price of 6.7%), raising approximately AUD41 million • acquired Garradin from Powerlan for its private wealth and portfolio administration application
2008	• Bravura and the Ironbridge Funds announced a formal proposal comprising the Ironbridge Funds' acquisition of 100% of Bravura's shares for a cash offer of AUD1.73 per share which was subsequently withdrawn • acquired Forum Financial Group offering a transfer agency application • raised approximately AUD33 million via a rights issue priced at AUD0.15 per share and underwritten by the Ironbridge Funds combined with the issuance of options in Bravura shares to the Ironbridge Funds for an additional AUD13 million
2009	• announced significant downward revision to earnings prospects as a result of deteriorating economic conditions
2010	• completed the relocation to a new office in Warsaw • acquired MFT, for GBP21 million, to increase the Company's presence in the UK transfer agency market. Funded by a rights issue priced at AUD0.10 per share and underwritten by the Ironbridge Funds
2011	• established a development centre in Gurgaon in conjunction with the acquisition of MFT • launched the next generation of the Company's flagship wealth management and life insurance product, Sonata
2012	• Babel was launched for SuperStream compliant messaging (Australian superannuation industry)
2013	• launch of Garradin SMSF functionality providing SMSF market opportunities

Source : Bravura

In May 2008, Bravura announced that the Ironbridge Funds had made an offer for Bravura at AUD1.73 per share which was significantly in excess of the current offer price. We do not consider this prior offer relevant in the consideration of the current offer for a number of reasons including:

- the prior offer by Ironbridge Funds was made more than 5 years ago and was subsequently withdrawn
- there have been substantial changes to the market Bravura operates in and to the business operations of Bravura in the intervening period
- in September 2008, Bravura undertook a large rights issue and capital raising at a price of AUD0.15 per share which was supported by the Ironbridge Funds
- furthermore, Bravura has undertaken a number of share issues which has resulted in its issued shares increasing from 142 million (as at 31 December 2007) to 628 million (as at the date of this report).

3.3 Products and services

Bravura derives its revenue from the following activities:

- *licensing of software applications*: (5.7% of revenues in FY12) licensing fees charged on an up-front and annual recurring basis by Bravura are dependent on the type of software application being supplied and the purpose for which it is used. For example, charges for software applications licensed to life insurance and superannuation companies are generally based on the number of accounts
- *ongoing professional services*: (43.6% of revenues in FY12) professional service fees are charged to customers on a per hour basis and are dependent on the experience level of the employee assigned to the task
- *ongoing maintenance services*: (50.7% of revenues in FY12) Bravura charges maintenance fees to the majority of its customers based on the number of underlying accounts the customer holds. A small number of customers are charged maintenance fees based on the amount of funds under management or the number of transactions undertaken.

We discuss each of these activities separately below.

3.3.1 Licensing of software applications

Bravura's current software applications include:

Sonata

Sonata is an enterprise-wide technology platform that enables the administration of retirement saving, investment, wraps, model portfolios and life insurance products. Sonata is comprised of an underlying administration system that supports:

- **Wrap and platform**: the full administration life cycle, from application and transacting, through to customer servicing and reporting. Being a wrap solution it enables Bravura's customers to consolidate their existing product suite onto a single integrated platform
- **Retail investments**: consolidation of existing systems onto a single integrated product for investment managers, banks and product administrators
- **Retail and group super and pensions**: superannuation and pension functionality built in Sonata incorporates all steps of the process, from product construction to operational management and technical integration with integrated workflow tools and web interfaces
- **Life insurance**: the administration of a broad range of life insurance products and incorporates all aspects of the policy life cycle from quotation and new business capture, underwriting and issue, to policy servicing through to expiry, maturity and claims processing.

Garradin

Garradin is a private wealth and portfolio administration solution supporting multi-currency investment management. Its functions include asset servicing, fund accounting, taxation and reporting. Being developed on a modular design basis it is flexible to be deployed across multiple sectors including:

- Retail wealth management platforms such as wraps, masters trusts and managed accounts
- Registry and mutual funds
- Custody
- Private clients/banking
- Self managed superannuation funds (SMSF)
- Small Australian Prudential Regulation Authority (APRA) funds.

eBusiness platforms (ePASS and taWeb)

Bravura's eBusiness offerings provide its customers with enquiry and transactional real-time access to account information held on its platforms and on third party solutions. The eBusiness offerings comprise:

- *ePASS*: an online portal for superannuation members, advisers and employers. It provides online services for a range of savings and retirement products
- *taWeb*: single application for fund investment and administration providing dedicated retail and distributor portals offering real-time, integrated data and services which can be personalised.

Transfer agency applications

Bravura has three core transfer agency applications designed to provide record keeping and distribution support technology of collective investment instruments throughout the United Kingdom, Europe (including Luxembourg, Ireland and the Channel Islands), Hong Kong and Singapore which include:

- *Rufus*: a suite of components that provides transfer agency administration. The system is multi-currency and multi-lingual with integrated foreign exchange processing, supporting the administration of unit trusts, investment companies with variable capital, money market funds, cash, equities, investment trusts, simple unitised life assets, among others. In addition, the system supports open architecture products such as fund supermarkets
- *GTAS*: a global web based platform supporting currently the transfer agency business of management companies operating in Luxembourg, Ireland and Hong Kong. It is also suited to other global markets
- *GFAS*: a global transfer agency application based on a multi-jurisdictional and multi-currency platform supporting offshore and onshore funds (in the following jurisdictions; UK and Channel Islands, Luxembourg, Ireland, Hong Kong, Germany, Switzerland and India). GFAS was acquired as a result of the acquisition of MFT in 2010.

Surround technology

Surround technologies, such as web front-ends or data warehouses join up disparate core systems in order to be able to integrate data from multiple sources. Bravura currently offers two solutions in this space:

- *Babel*: an intelligent messaging platform for straight through processing which automates external linkage to a variety of markets and counterparties, using the majority of message mediums or formats, and adapting to necessary business logics directly or via the world's major platforms. Babel currently integrates with Bravura's transfer agency application as well as other third party systems. Additionally, Babel allows funds to easily comply with Australian Superstream regulations by providing a single technical solution to generate messages and manage the full 'lifecycle' of all in and out-bound Superstream compliant communications. Babel has been specifically configured to solve the complex messaging issues that superannuation funds and fund administrators are facing when implementing a Superstream compliant environment and processes
- *ODS*: Operational Data Store (ODS) is a solution to optimise reporting, breaking down isolated silos of information and by integrating data from multiple sources in a single structure, without discarding existing core system investment.

Bravura heritage products

Bravura supports four key heritage products used by over 50 Australian and international clients. It is expected that over time clients using these products will be migrated to alternative Bravura products.

The figure below illustrates Bravura's software products by region and segment of the industry.

Figure 2: Summary of software products offered to the industry and by region

	Wealth and Life Administration	eBusiness	Transfer Agency	Surround Technology
EMEA	Sonata	ePASS taWeb	GFAS GTAS Rufus	Babel ODS
Australia / New Zealand	Sonata Garradin	ePASS	-	Babel
Asia	Sonata	ePASS	GFAS GTAS Rufus	-

Source : Bravura

3.3.2 Professional services

Bravura offers a range of technical services to its clients. These services include:

- *Business Process Outsource (BPO) partnering*: Bravura partners with BPO providers to supply a fully outsourced administration system to clients
- *consulting*: Bravura has a team of specialist consultants working with clients to provide expert consulting across applications. Bravura's consultants can install, configure and verify all Bravura solutions and third party software
- *data migration*: Bravura is able to assist clients with the migration of data from one system to another. This includes utilising a specialised field mapping tool used for loading validated and cross-checked standard tables before data is imported to the target system
- *implementation*: implementation of Bravura's applications including development of implementation and resource plans, requirements definition and configuration mapping, software installation and testing
- *software development*: specialist software engineers who design customer specific software tailored to customers' needs
- *support*: helpdesk support to clients via phone, e-mail and other means for Bravura software and approved third party software
- *training*: on-site training for users across all aspects of the applications (may be customised group or individual training).

3.3.3 Maintenance services

Bravura provides its client with ongoing maintenance services. These services include:

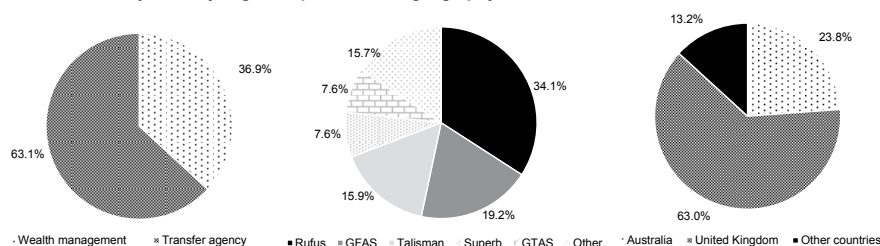
- *help desk support*: Bravura provides help desks as part of the ongoing support provided to clients
- *service delivery manager*: managing the assignment of development tasks and support requests from clients
- *new/changes in legislation*: full-time legislative analysts are responsible for monitoring all regulatory issues that affect applications and clients
- *upgrades*: fees include some level of upgrades to products.

3.4 Customers, markets and products

Bravura provides software application and support to more than 110 financial institutions globally, with a range of corporate clients in APAC and EMEA.

The following figure presents a breakdown of Bravura's revenue by industry, product and geography for FY12.

Figure 3: Revenue by industry segment, products and geography– FY12



Source: Bravura

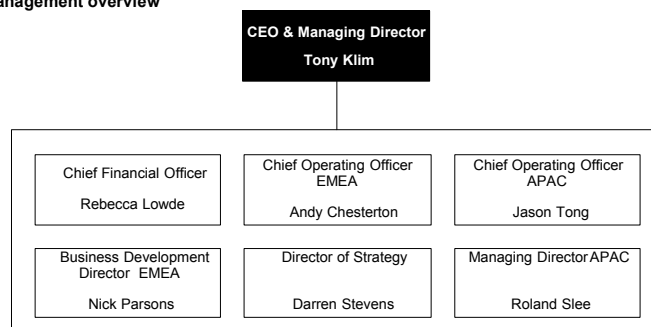
Whilst Bravura has a diversified customer base from a geographic and product standpoint, the top 5 client accounts contributed 53% of revenue in FY12. However, the next 5 client accounts contributed 17% in FY12.

In the Transfer Agency segment, approximately 85% to 90% of revenue is contractually agreed for an average tenure of between 5 to 10 years. In contrast to this only a minor portion of revenues are contractually fixed for similar tenures in the Wealth Management segment.

3.5 Management and employees

A simplified management structure for Bravura is set out in the figure below.

Figure 4: Management overview



Source: Bravura

Tony Klim and Rebecca Lowde are also Directors of the Company alongside Brian Mitchell (Independent Non-Executive Director and Chairman), Trevor Perry (Independent Non-Executive Director) and Neil Broekhuizen (Non-Executive Director and representative for the Ironbridge Funds).

Bravura has a relatively experienced senior management and leadership team. The Company has, at the date of this report, 722 employees with the majority based in Australia and the UK. The Company has recently established an offshore development centre in India which followed the successful establishment of a development centre in Poland in 2008. Both centres are expected to reduce the cost of application development.

3.6 Competitive position of Bravura

A summary of Bravura's key competitors classified by product type and region is set out below.

Figure 5: Bravura's key competitors

Region	Wealth management				Transfer agency
	Superannuation and Pension	Life insurance	Platform	Investment and portfolio administration	
EMEA	In-house systems	In-house systems	In-house systems	-	In-house systems
	Aviary ¹	FIS ²	FNZ	-	IFDS ³
	Aquila Heywood	Mastek	DST	-	Franklin Templeton Investments
	SunGard	Fineos	GBST	-	Linedata Services
	-	Percana ⁴	Avaloq	-	-
	-	CSC SunGard	-	-	-
APAC	In-house systems	In-house systems	In-house systems	In-house Systems	In-house systems
	GBST	CSC	FNZ	DST	IFDS
	Syncsoft	FIS ²	DST	SS&C	I-Flex ⁵
	Financial Synergy	eBaoTech	GBST	Praemium	-
	SunGard	Fineos	Avaloq	SimCorp	-
	-	Mastek	-	OneVue	-
	-	HP Ingenium	-	SunGard	-
	-	SunGard	-	-	-

Notes:

1. Acquired by Profund Solutions in 2007, a member of the Jardine Lloyd Thompson Group
2. Acquired by SAPIENS on 22 August 2011
3. Joint venture between DST and State Street
4. Acquired by IFDS in 2010
5. Acquired by Oracle Corporation

Source: Bravura

3.7 SWOT analysis

Figure 6 below sets out the strengths, weaknesses, opportunities and threats (SWOT) for Bravura.

Figure 6: SWOT analysis

Strengths	Weaknesses
- growing position in the United Kingdom wrap market - largest KiwiSaver provider in New Zealand - significant recurring professional services and maintenance services revenues - diversified customer base by industry segment, geography and product - flexible, robust and scalable software applications which can easily be used as an end-to-end application - leading provider of transfer agency solutions in EMEA - leading provider of superannuation and pensions solutions in Australia and New Zealand - few direct competitors offering similar range of products and services - diversified partnership network – partnership agreements with IBM, Oracle, i-Financial, SWIFT and others	- ongoing investment required in R&D to launch new products and secure new customers - large licence fees are generally received upfront and may generate 'lumpy' cash flows for the business - exposure to foreign currency fluctuations which can have adverse effects on accounting earnings (when reported in AUD) - market increasingly demanding Software as a Service (SaaS) which requires investment in hardware by Bravura
Threats	Opportunities
- high level of exposure to the financial services industry, which has been adversely affected by the ongoing subdued economy - potential delayed sales of new software applications as clients defer spending - risk of revenue deferrals and non-renewal of major contracts beyond their expiry date - emergence of new competition from Australian and international software companies which may put pressure on existing margins - rapid technology changes will require continued investment in new products and services and may make it challenging to generate an appropriate return on investment - continued ability to attract and retain experienced personnel	- industry consolidation of smaller players struggling due to the economic downturn - consolidation of platforms - growth opportunity both organically and through acquisitions of specialised companies - upgrade customers to newer versions of software - cross-sell new modules and services to existing customers - leverage economies of scale and synergy benefits of acquisitions - reduction in overhead costs by outsourcing back office processes to lower cost countries - further change in legislative and compliance requirements providing revenue opportunities

Source: Bravura and Deloitte Corporate Finance analysis

3.8 Capital structure and shareholders

As at 12 June 2013, Bravura had approximately 617 million ordinary shares on issue. The following table summarises the top ten shareholders and their respective holdings in Bravura.

Table 2: Top ten shareholders of Bravura

Investor	Number of shares held ('000s)	Percentage of total issued shares
The Ironbridge Funds	413,886	67.1%
Fisher Funds	87,141	14.1%
Cadence Asset Management Pty Ltd.	12,333	2.0%
Gregory J Paramor	10,492	1.7%
Trevor J Kennedy	9,625	1.6%
Ram S Kangatharan	6,210	1.0%
Anthony Huntley	4,875	0.8%
SG Hiscock & Co	4,781	0.5%
Brian Mitchell (Chairman)	3,281	0.5%
Rodney B Ebsworth	3,245	0.5%
Total of top ten shareholders	555,868	90.1%
Other shareholders	60,780	9.9%
Total shares on issue	616,648	100.0%

Note:

Numbers may not add due to rounding

Certain holdings have been combined where they are held by, or held for the benefit, of the same person or associates of the same person

Source: Bravura, Capital IQ, Deloitte Corporate Finance analysis

The Ironbridge Funds have progressively increased their interest from the date of the recapitalisation in 2009 through supporting the rights issue in 2010 (undertaken to acquire MFT), the exercise of options, on-market acquisition and on-market share buybacks instituted by the Company (which the Ironbridge Funds did not participate in).

As at 15 May 2013, Bravura also had 11.8 million options on issue as set out in Table 3. These have been granted as part of long term incentive schemes for key management and executives of the company.

Table 3: Management and executive option summary

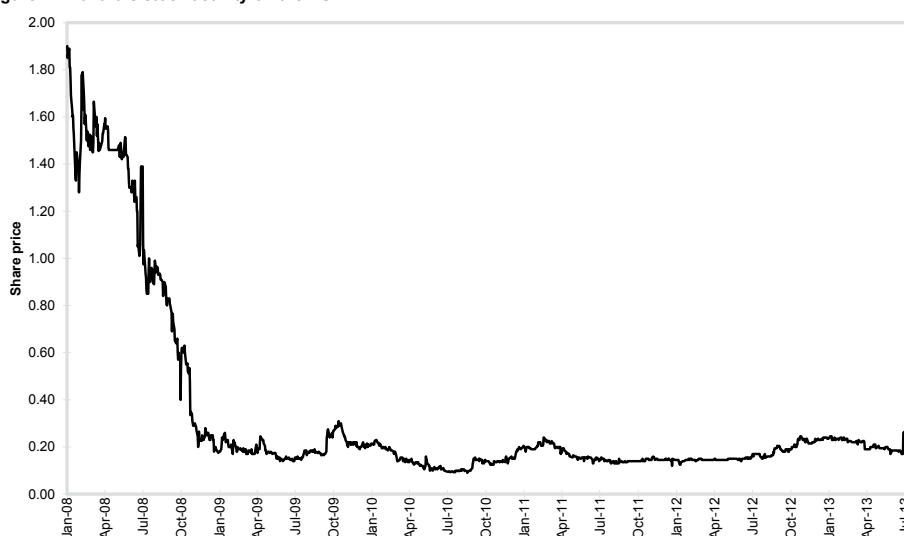
Issue date	Exercise price (AUD)	Expiry	Number
30 Jun 2009	0.20	30 Jun 2014	1,374,703
30 Jun 2009	0.20	30 Jun 2014	1,374,700
30 Jun 2009	0.20	30 Jun 2014	1,374,699
14 May 2010	0.20	13 May 2015	75,666
14 May 2010	0.20	13 May 2015	75,667
14 May 2010	0.20	13 May 2015	75,667
29 Jun 2012	nil	29 Jul 2015	7,427,730
Total options			11,778,832

Source: Bravura

3.9 Share price performance

In the six month period to 30 June 2013, approximately 0.1 million Bravura shares were traded on a daily basis on average. This equates to an average daily trading volume of approximately 0.01% of Bravura's total issued capital, indicating that Bravura's shares are highly illiquid. Furthermore, Bravura has limited broker coverage, with only one broker following the Company.

The share price movements from 1 January 2008 to 18 July 2013 are presented graphically in the figure below:

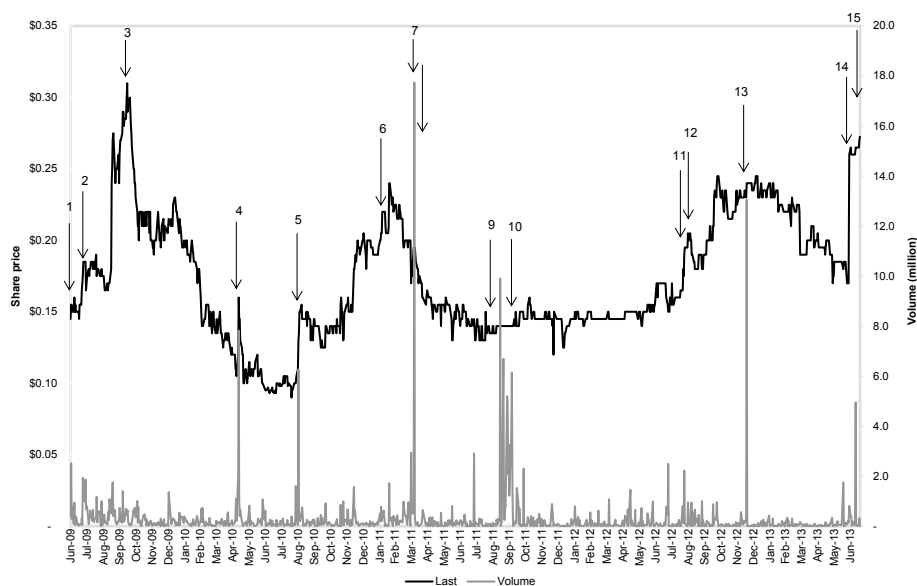
Figure 7: Bravura's stock activity on the ASX

Source: CapitalIQ, Deloitte Corporate Finance analysis

The share price of the company during the years 2008 and 2009 was influenced by significant changes in the business operations of Bravura and the outlook for the markets the Company operates in. In addition, during the period, the Company also undertook a significant number of share issues such that the number of shares on issue increased from 142 million at the beginning of 2008 to 365 million (not including 87 million options which were subsequently converted into new shares) at the end of 2009. Having regard to these factors, we consider it more appropriate to focus on share price movements since mid-2009.

The share price movements and trading volumes from 30 June 2009 to 18 July 2013 are presented graphically in the figure below:

Figure 8: Bravura's stock activity on the ASX



Source: CapitalIQ, Deloitte Corporate Finance analysis

The major events and factors shown in the figure above are summarised in the following table.

Table 4: Bravura share trading history

Reference	Date	Note
1	1 July 2009	Bravura announced that JP Morgan Chase Bank signed a five year contract to use Bravura's Rufus transfer agency platform
2	24 July 2009	shareholders approved a proposed recapitalisation that resulted in the issue of shares at AUD0.15 per share and the Ironbridge Funds acquiring a 46% interest (taking account of options). Proceeds were used to repay debt
3	19 October 2009	announced that FY09 revenue for Bravura was AUD133.5 million, a 2% decrease from FY08 and EBITDA was AUD16.1 million, a 13% decrease from FY08. Management's focus in FY09 was to restore Bravura to sound financial footing amidst a challenging operating environment
4	10 May 2010	announced a fully underwritten AUD23 million rights issue to assist in the funding for the acquisition of MFT. The strategic rationale for the acquisition was to increase Bravura's presence in the transfer agency market
5	31 August 2010	Bravura announced it had received and rejected an incomplete, indicative and non-binding proposal to acquire all of the issued capital at an indicative range of 17.5 to 20 cents per share.
6	12 January 2011	Bravura announced it has received several indicative proposals. On 30 March 2011, Bravura announced that none of the indicative proposals received had resulted in a binding offer
7	5 April 2011	volume traded for Bravura stock peaked at 17.7 million shares for the day
8	8 April 2011	Group CEO Simon Woodfull resigned and was replaced by Tony Klim
9	22 August 2011	Bravura announced an on market share buyback of up to 10% of shares
10	26 September 2011 to 6 October 2011	daily volume traded averaged 3.5 million for this period following the announcement of the share buyback
11	22 August 2012	it was announced that FY12 EBITDA increased by AUD4.2 million, 22% growth from FY11, and NPAT increased by AUD26.5 million, 126% growth from FY11. In addition, Bravura signed a ten year technology and managed services deal with BNY
12	3 September 2012	share price rose to AUD0.205, about 2 weeks post announcement of FY12 results
13	18 December 2012	Daily volume traded on the Bravura stock increased to 13.1 million following the announcement that the Ironbridge Funds had increased their ownership stake from 64.3% of the issued capital as at 30 June 2012 to 67.1% of the issued capital.
14	28 June 2013	Announcement date of the Proposed Scheme
15	17 July 2013	Announcement that the Scheme Implementation Agreement has been executed

Source: Bravura, ASX announcements, Deloitte Corporate Finance analysis

The consideration being offered represents a premium to recent Bravura share trading, in particular:

- a premium of 65% to the closing share price on the day before the announcement of the Proposed Scheme
- a premium of 51% to Bravura's one month volume weighted average price calculated to the day before the announcement of the Proposed Scheme.

Bravura's share price performance compared to the performance of the S&P/ASX 300 Index and the S&P/ASX 300 Software and Services Index over the period 30 June 2009 to 7 June 2013 is shown below:

Figure 2: Bravura vs. S&P/ASX 300 Index and S&P/ASX 300 Software and Services Index



Source: Capital IQ, Deloitte Corporate Finance analysis

Over the period analysed, Bravura's share price appears to be more volatile in comparison to both the S&P/ASX 300 Software and Services Index and S&P/ASX 300 Index.

Overall, Bravura noticeably underperformed both indices for the 2010 calendar year. The trend appears to have reversed particularly in the past twelve months, with Bravura trending above both indices (reflecting the improvement of financial performance in FY12).

3.10 Historical financial performance

The audited financial performance of Bravura for the financial years ended 30 June 2010 (FY10), 30 June 2011 (FY11) and 30 June 2012 (FY12) and the reviewed financial performance for the six months ended 31 December 2012 (1HY13) are summarised in the table below.

Table 5: Financial performance

AUD'000 (unless otherwise stated)	30 Jun 10 Audited	30 Jun 11 Audited	30 June 12 Audited	31 Dec 12 Reviewed
Sales revenue¹	101,359	120,668	126,559	64,039
Employee benefits expense	(57,602)	(61,363)	(65,580)	(35,259)
Research and development (R&D) (expensed only)	(7,021)	(5,705)	(3,670)	(1,399)
Other operating expenses	(26,733)	(34,566)	(34,110)	(16,824)
EBITDA²	10,003	19,034	23,199	10,557
Depreciation and amortisation	(10,052)	(13,837)	(13,985)	(8,288)
Impairment of intangible assets	(7,684)	(20,854)	-	-
Corporate transaction costs	(1,251)	(922)	-	(5)
Other expenses (incl. loss on fixed assets)	(34)	(33)	(1,420)	-
EBIT³	(9,018)	(16,162)	7,794	2,264
Net interest expense	(2,955)	(2,482)	(2,126)	(1,049)
Net operating profit before tax	(11,973)	(19,094)	5,668	1,215
Fair value loss on derivatives	(3,101)	(1,058)	-	-
Foreign exchange gains/(losses)	2,284	1,233	1,451	(1,093)
Net profit/(loss) before tax	(12,790)	(18,918)	7,119	122
Revenue growth (%)	n/a	19.1%	4.9%	7.2%
EBITDA Margin (%)	9.9%	15.8%	18.3%	16.5%
Headcount	592	586	712	715
Employee benefit expense per head (AUD'000 per head)	99	104	101	99
Employee benefit expense as a % of revenue	56.8%	50.9%	51.8%	55.1%
R&D (expensed) as a % of revenue	6.9%	4.7%	2.9%	2.2%

Notes:

1. excludes interest income

2. EBITDA – earnings before interest, tax, depreciation and amortisation exclusive of impairment

3. EBIT – earnings before interest and tax

Source: Bravura FY11 and FY12 annual report, Bravura December 2012 half year report, Deloitte Corporate Finance analysis

We note the following in relation to Bravura's financial performance:

- revenue growth in FY11 was driven by the full year impact of the MFT acquisition
- revenue increased by 4.9% in the FY12 financial year, resulting from a combination of revenue growth in professional services from its existing client base and licence fees sales. License fees sales, in particular, increased by 120% in FY12 driven by a new contract with an EMEA client and the renewal of a significant transfer agency contract
- revenue for the six month period to December 2012 increased by 7.2% compared to the prior comparable period. This was the result of additional business secured with BNY and Citi (discussed below)

- EBITDA margin for the six month period to December 2012 was in line with the previous corresponding period and was mainly impacted by the following:
 - revenue growth in 1HY13 was impacted by signing of a ten year technology and managed services contract with BNY for AUD2.4m and a seven year contract with Citi for AUD1.3m for a Talisman extension
 - higher operating costs principally driven by additional headcount from the Poland and India offshore centres and investments in subject matter specialists
- impairment charge (AUD20.9 million) in FY11 related to the impairment of the transfer agency and GFAS business unit goodwill as a result of declining GBP, uncertainty in the UK market and the loss of the MFT business contract
- unrealised losses on derivative instruments comprises fair value adjustments on GBP denominated debt amounting to (AUD3.1 million) in FY10 and (AUD1.1 million) in FY11
- foreign exchange gains and losses reflect movements in the carrying value of foreign currency denominated related party loans.

The EBITDA presented in Table 5 above is affected by a number of unusual, non-recurring items. In Table 6 we have removed these items to present a normalised level of EBITDA.

Table 6: Adjusted financial performance

AUD'000 (unless otherwise stated)	30 Jun 11	30 Jun 12	31 Dec 12
EBITDA	19,034	23,199	10,557
Annual licence fee (ALF) maintenance alignment	2,691	1,795	638
Write off of leasehold improvements	-	1,423	-
Bad debts written off	1,242	49	-
Redundancy costs	299	52	350
Legal and settlement fees	168	870	294
CEO notice period payout	583	-	-
Total normalisations	4,983	4,189	1,282
Normalised EBITDA	24,017	27,388	11,839
Normalised EBITDA Margin (%)	19.9%	21.6%	18.5%

Source: Bravura, Deloitte analysis

Each of these normalisation adjustments is discussed in further detail below:

- ALF maintenance alignment: relates to a change in the model whereby maintenance agreements are no longer negotiated under the ALF model. Under the ALF model, revenue was recognised as 80% up front and as 20% over the life of the contract. Under the new model, revenue is recognised based on the fair value of maintenance fees over the life of the contract
- write-off of lease improvements relates to the relocation of the UK office to a different floor
- bad debts written off relates to the write-off of receivables
- redundancy costs principally relates to the redundancy of about 20 to 30 people in the Australian and New Zealand office as a result of shifting of skills to appropriate locations and a shift in the mix of required skill sets and in prior years reflects the restructuring of business operations
- legal and settlement fees relate to the costs incurred in relation to a dispute with a financial advisor considered to be one-off and non-recurring. The legal dispute has since been settled
- CEO notice period payment relates to the payment made to the exiting CEO Simon Woodfull.

3.11 Financial position

The audited balance sheets of Bravura as at 30 June 2010, 30 June 2011 and 30 June 2012 and the reviewed balance sheet of Bravura as at 31 December 2012 are summarised in the table below.

Table 7: Financial position

AUD'000 (unless otherwise stated)	30 Jun 10 Audited	30 Jun 11 Audited	30 Jun 12 Audited	31 Dec 12 Review
Net working capital				
Trade and other receivables	35,955	31,357	36,511	20,762
Prepayments	2,195	3,185	2,761	2,374
Trade and other payables	(5,867)	(7,818)	(7,402)	(4,730)
Provisions	(6,339)	(5,488)	(5,673)	(5,826)
Deferred revenue	(14,876)	(14,511)	(16,682)	(15,310)
Other liabilities	(6,821)	(5,450)	(8,663)	(8,167)
Total reported net working capital	4,247	1,275	852	(10,897)
Other assets and liabilities				
Other financial assets	29	15	-	-
Property, plant and equipment	8,265	6,024	13,003	14,385
Tax assets/(liabilities) – current	(732)	270	(785)	(1,216)
Deferred tax assets	8,412	8,205	8,485	9,037
Deferred tax liabilities	(5,940)	(6,543)	(5,839)	(5,663)
Intangible assets	154,627	120,987	114,946	113,308
Total other assets and liabilities	164,661	128,958	129,810	129,851
Net operating assets	168,908	130,233	130,662	118,954
Net debt				
Cash	6,548	3,744	4,591	17,050
Interest bearing liabilities	(33,611)	(24,882)	(28,418)	(29,099)
Derivative financial instruments	(1,168)	(578)	(211)	-
Deferred settlement	(9,527)	(1,512)	-	-
Total net debt	(37,758)	(23,228)	(24,038)	(12,049)
Net assets	131,150	107,005	106,624	106,905
Total current assets	35,081	35,424	42,611	40,092
Total non-current assets	180,950	138,363	137,686	136,824
Total assets	216,031	173,787	180,297	176,916
Total current liabilities	53,211	37,928	61,260	39,883
Total non-current liabilities	31,670	28,854	12,413	30,128
Total liabilities	84,881	66,782	73,673	70,011

Source: Bravura FY11 and FY12 annual report, Bravura 1H13 halfyear report

We note the following with respect to Bravura's financial position:

- net working capital has historically been low with some volatility experienced around large licence sales. The negative position (AUD10.9 million) as at 31 December 2012 is principally driven by a decline in trade and other receivables following the collection of the BNY and Citi upfront licence fees (which also explains the increase in the cash balance at 31 December 2012)
- other liabilities relate predominantly to accrued expenses

- property, plant and equipment (PP&E) comprises plant and equipment, furniture and fittings, leasehold improvement and leased plant and equipment. The increase of approximately AUD7.0 million in the year to 30 June 2012 is attributable to the investment in a data centre in the UK
- interest bearing liabilities as at 31 December 2012 largely relate to working capital facilities in respect of financing arrangements with the Commonwealth Bank of Australia (CBA) due for repayment at October 2015. This is discussed in further detail in Section 3.12
- derivative financial instruments represent the fair value of interest rate swaps on GBP denominated debt
- deferred revenue mainly relates to maintenance and service fees received quarterly in advance
- intangible assets comprise goodwill, business contracts and relationships, intellectual property and software.

3.12 Debt profile

The debt profile of Bravura as at 30 June 2013 is presented in the following table.

Table 4: Debt profile as at 30 June 2013

000	Facility Limit	Drawdown value	Guarantees /Letters of credit	Due date
Working capital facility				
AUD revolving tranche facility	AUD6,500	nil	AUD985	Oct-15
GBP revolving tranche facility	GBP3,500	nil	GBP2,300	Oct-15
Amortising term facility				
AUD term tranche facility	AUD3,800	AUD3,700	nil	Oct-15
GBP term tranche facility	GBP10,700	GBP10,300	nil	Oct-15
Total debt facilities @1.6629 (AUD:GBP exchange rate)	AUD33,147	AUD20,827	AUD4,792	

Notes:

1. n/a – not available

Source: Bravura

In relation to the above table we note the following:

- Bravura entered into new debt facility agreements with CBA effective 21 August 2012
- financial covenants applicable under the new facilities agreement with CBA include the following:
 - net assets greater than AUD65m
 - leverage ratio less than 2.5 times¹
 - debt service coverage ratio greater than 1.2 times²
- not included in the above table are finance lease liabilities of GBP4.2 million as at 30 June 2013.

3.13 Outlook

Overall, Bravura's EBITDA for FY13 is expected to be in line with that of FY12. FY13 results have been influenced by:

¹ Leverage ratio is defined as total debt as at end of the relevant period divided by EBITDA for the prior 12 months

² Debt service cover ratio is defined as the ratio of cash available for debt servicing to interest, principal and lease payments

- wealth management licence sales opportunities being delayed due to clients deferring investment decisions
- partially offset by Rufus upgrades expected as part of a continuing work program for various clients and a general improvement in the global operating environment in the financial services sector.

The outlook for both the APAC and EMEA wealth management IT markets remains positive with Management expecting Bravura to benefit from regulatory changes such as Retail Distribution Review (RDR), Future of Financial Advice (FOFA), SuperStream and Foreign Account Tax Compliance Act (FATCA).

In addition, Management expect to benefit from an expected shift from wealth management heritage products to Sonata. This is likely to mean that growth going forward is heavily reliant on new sales and related professional services. In particular, sales of Sonata will be dependent on achieving some initial sales, including a sale to a significant reference client, along with successful implementation of those sales. Bravura has scaled up in anticipation of this activity and therefore there is a risk that, should these sales not eventuate, anticipated growth in profitability may not be achieved and Management may need to explore alternative courses of action.

4 Valuation of Bravura

4.1 Selection of valuation methodologies

Details of the valuation methodologies typically used to value companies are provided at Appendix B.

We are of the opinion that the most appropriate methodology to value Bravura is the capitalisation of maintainable earnings method due to the following factors:

- Bravura has shown a consistent pattern of historical earnings which is expected to continue into the future
- there is an adequate number of publicly listed companies with operations sufficiently similar to those of Bravura to provide meaningful analysis
- the Company does not have a finite lifespan nor is it required to undertake significant capital expenditure in the near future
- there is very low liquidity in the trading of the Company's shares on the ASX and we therefore do not consider the recent share price of the Company necessarily provides sufficient evidence to be used as a primary methodology to value the Company on a control basis.

We have also cross-checked our valuation against the implied price to earnings (P/E) multiples and the market in general and a high-level discounted cash flow analysis based on the FY14 Budget provided by Management and some high-level indications of medium to long-term growth prospects for the Company as indicated by Management.

For the purpose of our opinion, fair market value is defined as the amount at which the shares of Bravura would be expected to change hands between a knowledgeable willing buyer and a knowledgeable willing seller, neither being under a compulsion to buy or sell. We have not considered special value in this assessment.

4.2 Capitalisation of maintainable earnings approach

To value Bravura using the capitalisation of maintainable earnings method requires the determination of the following:

- an estimate of future maintainable earnings
- an appropriate earnings multiple
- the value of any surplus assets
- the level of net debt outstanding, where appropriate
- an appropriate premium for control.

Our considerations on each of these are discussed separately below.

4.2.1 Future maintainable earnings

Future maintainable earnings represent the level of maintainable earnings that the existing operations could reasonably be expected to generate. We have selected EBITDA as an appropriate measure of earnings for Bravura because earnings multiples based on EBITDA are less sensitive to different financing structures, depreciation and amortisation accounting policies and effective tax rates than multiples based on EBIT or NPAT. This allows a better comparison with earnings multiples of other companies.

In assessing maintainable EBITDA, we have made adjustments for R&D expenditure capitalised by Bravura (Adjusted EBITDA). Bravura capitalises some R&D expenditure in line with the requirements of Australian accounting standards. However, the comparable companies do this to varying degrees and therefore, in order to take account of these differences, we have adjusted Bravura's EBITDA by deducting capitalised R&D. Equally, we have made similar adjustments in calculating the EBITDA multiples of the comparable companies (i.e. we have deducted capitalised R&D from their EBITDA).

Also presented in the table below, is the adjusted EBITDA on a constant currency (CC) basis. Given the majority of Bravura's earnings are generated in GBP, fluctuations in the GBP to AUD exchange rate can influence Bravura's earnings. The constant currency analysis presented below attempts to take account of this.

The table below presents historical EBITDA and the adjustments for capitalised R&D:

Table 8: Historical EBITDA

AUD'000 (unless otherwise stated)	12 months to 30 Jun 11	12 months to 30 Jun 12	6 months to 31 Dec 12
EBITDA	19,034	23,199	10,557
Normalised EBITDA ¹	24,017	27,388	11,839
Capitalised R&D	(1,386)	(4,813)	(3,835)
Adjusted EBITDA (after capitalised R&D)	22,631	22,575	8,003
CC Adjusted EBITDA (after capitalised R&D)²	23,442	24,710	9,096
Margin (%)	19.4%	19.5%	14.2%

Notes:

1. Normalisation adjustments are set out in Table 6
2. Constant currency (CC) adjustments have been undertaken using Bravura's monthly EBITDA and an exchange rate of 1.660 (GBP:AUD) which reflects the average forward exchange rate for FY14 available as at the date of this report.

Source : Bravura, CapitalIQ, Deloitte Corporate Finance analysis.

In selecting the level of future maintainable earnings we had regard to other factors in addition to the historical Adjusted EBITDA figures set out in Table 8. These factors were:

- discussions with Management regarding the current trading position and their expectations for FY13 to be in line with FY12. The trading results for FY13 are expected to be mainly affected by:
 - capitalised R&D for FY13 is expected to be higher than in FY12 reflecting utilisation of staff on a number of development projects as client facing activities have been lower than anticipated (and in anticipation of more client facing activities in FY14)
 - adjustments to EBITDA for the 6 months to 30 June 2013 for non-recurring items are likely to be limited to ALF maintenance alignment of around AUD0.6 million
 - timing and impact of new regulations in Bravura's key market including likelihood of customers requiring more favourable pricing terms or delaying further investment decisions
- discussion with Management on the budget for FY14 with respect to growth drivers between FY13 and FY14 earnings and risk associated with Bravura's operations, including:
 - the level of contracted revenue underlying the budget being lower compared to historical levels due to the shift from the transfer agency segment to the wealth management segment

Transfer agency segment

- the transfer agency segment is expected to experience a decline in activity relative to FY12 and FY13 but this primarily reflects heightened activity relating to specific customers in this segment in those prior years which is not expected to continue into FY14
- in the context of this reduced activity, Management expects to manage the cost base down by transferring headcount from the UK to Poland and to the wealth management segment.

Wealth management segment

- the wealth management segment is expected to experience significant growth driven by new licence sales (in particular related to Sonata) and professional services revenues growth related to implementations. In FY14 Sonata is expected to become the second biggest revenue contributor both in APAC and EMEA. However, a component of this anticipated growth reflects the deferral of revenue growth originally anticipated in FY13. Whilst Management have seen positive signs from customers regarding decisions to invest in new systems (or to upgrade systems) sales of Sonata remain uncertain and hence Bravura's ability to deliver the level of activity forecast in the FY14 budget is subject to some risk

- the growth in revenues is also expected to be delivered through more efficient use of the development centre established in India.

Having regard to the above, we consider maintainable Adjusted EBITDA to be in the range of AUD20.0 million to AUD22.0 million. Our selected maintainable Adjusted EBITDA range is higher than that suggested by annualising the Adjusted EBITDA for the half year to 31 December 2012. This reflects the potential upside that exists within the business related to take-up of Sonata along with the expectation that research & development (in particular the element capitalised) will be lower than that incurred through FY13. There is a risk that sales of Sonata may not eventuate and that this Adjusted EBITDA may not be achieved.

4.2.2 Earnings multiple

In selecting the earnings multiple we have considered:

- earnings multiples derived from trading in the securities of comparable listed companies
- prices achieved in mergers and acquisitions of comparable companies.

These are discussed separately below.

Market trading multiples

The market valuation of listed companies (as reflected in their share prices) provides evidence of an appropriate earnings multiple for Bravura. The share price of a listed company represents the market value of a minority interest in that company.

We identified a number of companies listed on the ASX and other securities exchanges around the world that could be considered comparable to Bravura. These companies are set out at Appendix C.

However, Bravura's operations and business model are somewhat unique and therefore the identification of comparable companies can be challenging. This is because of the following factors:

- Bravura generates the majority of its revenues and earnings in the European markets, and in particular the UK market
- Bravura is focussed on two distinct segments of the financial services sector, specifically wealth management and transfer agency
- whilst Bravura has a number of software products, there is a high degree of customisation of the products necessary and therefore the majority of its revenues and earnings are derived from professional services related to the implementation and ongoing maintenance of these products
- Bravura's business model going forward is based on the further expansion of the Company's wealth management segment based on the new generation of the Sonata suite. The development of this suite has only been completed recently and it has been implemented by a limited number of customers. Therefore, industry acceptance of the suite is currently limited.

Out of the companies identified at Appendix C, we consider GBST, SS&C, Advent and Linedata to be the most comparable to Bravura. We have compiled share market trading multiples for the above mentioned companies. These companies, together with their earnings multiples, are summarised in the following table.

Table 9: Earnings multiples – market trading

Company	Country	Revenue Historical year (AUD million ¹)	Adjusted EBITDA margin ² Current year (%)	Adjusted EBITDA multiple ²	
				Current year	Forecast year
GBST	Australia	77	17.6%	9.1x	6.9x
SS&C	US	532	40.1%	12.7x	11.4x
Advent	US	346	22.2%	20.0x	15.3x
Linedata	France	183	23.0%	4.5x	4.2x

Notes:

1. Converted to AUD based on average exchange rate in reported period

2. Calculated after capitalised R&D adjustments

Source: Capital IQ, Annual reports, Deloitte Corporate Finance analysis

Advent's multiple reflects an anticipated significant dividend expected to become payable in July 2013. Subsequent to the payment of the dividend the share price fell by more than 25% which would imply the forecast year EBITDA multiple of 15.3x in the table above is now 11.3x.

SS&C and Advent are both significantly larger (by way of comparison, Bravura's revenues in FY12 were AUD126.6 million), more profitable and operate almost exclusively in the United States. Their higher multiples reflect to some extent their broader service offering which includes higher margin front office solutions.

Linedata is comparable in terms of operations, size and profitability but is exposed mainly to the European market (about 70% of revenue) and more specifically southern Europe. This geographic exposure is viewed by analysts as likely to limit short term growth expectations but it is expected to experience reasonable earnings growth reflecting margin improvements.

GBST is regarded by Management as the closest competitor to Bravura and is the most comparable in terms of size, operations and profitability (but noting that it is still smaller than Bravura). It derives more than 60% of its revenue from Australia and New Zealand (as compared to Bravura which derives more than 60% of its earnings from EMEA) which results in a lower volatility in earnings as a result of currency movements. The company is also expected to experience significant growth in earnings reflecting both growth in revenues and margins.

In addition we have considered trading multiples of European and Australian companies operating in the broader IT software and IT services sector to reflect Bravura's significant level of recurring professional services and maintenance revenue:

- Australian IT Software median current and forecast Adjusted³ EBITDA multiple of 7.2x and 6.3x, respectively (refer Table 16 in Appendix C)
- International IT Software median current and forecast Adjusted⁴ EBITDA multiple of 7.3x and 6.7x, respectively (refer Table 17 in Appendix C)
- Australian IT Services median current and forecast Adjusted⁵ EBITDA multiple of 7.6x and 6.9x, respectively (refer Table 18 in Appendix C)
- UK IT Services median current and forecast Adjusted⁶ EBITDA multiple of 6.8x and 6.5x, respectively (refer Table 19 in Appendix C).

Merger and acquisition multiples

The price achieved in mergers or acquisitions of comparable companies provides evidence of an appropriate earnings multiple for Bravura. The acquisition price of a company represents the market value of a controlling interest in that company. The difference between the market value of a controlling interest and a minority interest is referred to as the premium for control.

We compiled merger and acquisition multiples for companies somewhat comparable to Bravura with transaction equity value between AUD25 million and AUD225 million (on a 100% basis). We excluded smaller and larger size transactions because we considered their comparability relative to Bravura limited due to size.

³ Adjusted for capitalised R&D

⁴ Ibid

⁵ Ibid

⁶ Ibid

These companies, together with their earnings multiples, are summarised in the following table.

Table 10: Earnings multiples – mergers and acquisitions

Close date	Company	Acquired by	Country	Purchase price (AUD million ¹)	Historical EBITDA multiple	Adjusted Historical EBITDA multiple ²
Aug-12	Coin Software	Rubik Financial	Australia	27	5.1x	5.4x
Sep-11	eFront	Francisco Partners	France	92	7.4x	8.7x
Jan-11	Peresys	IRESS	South Africa	56	9.5x	n/a
Jun-10	MFT	Bravura Solutions	UK	33	3.4x	3.4x
Oct-09	COR AG Financial Technologies	COR AG & FJA AG	Germany	72	6.1x	6.1x
Nov-08	Coexis	GBST	Australia	39	4.2x	n/a
Sep-08	Financial Objects	Tenemos	UK	59	7.2x	8.1x
Average					6.1x	6.3x
Median					6.1x	6.1x

Notes:

n/a – not available.

1. Converted to AUD based on exchange rate on closing date

2. Calculated after capitalised R&D

Source: CapitalIQ, Mergermarket, annual reports and publicly available information, Deloitte Corporate Finance analysis

Further detail on each of the above transactions is provided at Appendix D. We note the following in respect of the above transactions:

- notwithstanding our basis of selection, the identified transactions were generally of smaller size and did not involve companies with operations closely comparable to Bravura
- the transactions set out above took place during a subdued economic environment following the global financial crisis
- the multiples quoted above are multiples calculated on historical earnings. Multiples on current or forecast earnings can generally be expected to be lower
- eFront and Coin Software provide software solutions to the front office operations of the wealth managers which is viewed as being much more valuable than back office solutions
- Peresys specialises in software solutions related to FIX (a protocol for automated securities trading) which is viewed as a high growth area.

Selected multiple

In selecting an appropriate multiple to apply to Bravura's future maintainable Adjusted EBITDA we have:

- put more weight on forecast multiples as our selected maintainable earnings assumes some level of earnings growth compared to FY13
- had greater regard to the earnings multiples of GBST, which we consider to be the most comparable company
- considered that a discount should be applied relative to the earnings multiples of other global financial services software businesses (Advent and SS&C) to reflect their significantly larger size, growth profile and broader service offering including to some extent the exposure to higher margin front office solutions
- considered Bravura's specific characteristics which suggests a lower multiple is applicable to it:
 - high concentration in its customer base with the top 5 customers accounting for 53% of FY12 revenue
 - limited history in successful implementation of the next generation Sonata suite on which a significant component of the Company's growth prospects are dependent

- share of contractual revenues is lower than for the comparable companies. Whilst the share of contracted revenues is between 85%-90% of the transfer agency segment, only a minority of sales for the wealth management segment (approximately 20%) are based on existing contractual terms.

After considering these factors, we have selected a multiple of 6.75 to 7.25 times Adjusted EBITDA on a minority basis to apply to Bravura.

4.2.3 Surplus assets and other considerations

Surplus assets are those assets owned by a company that are surplus to its main operating activities, such as unused property, loans or investments. Such assets should be valued separately from the main operating activities of the company, after adjusting operating results to remove the net income or expense provided by the surplus assets.

No surplus assets have been identified in discussions with Management.

As set out in Section 3.8 the Company currently has 11,778,832 options on issue all of which are in the money. The exercise of the options would result in proceeds of AUD870,220⁷.

4.2.4 Net debt

Bravura's net debt at 30 June 2013 was as follows:

Table 11: Net debt

In AUD'000 (unless otherwise stated)	Net debt
Borrowings	(27,844)
Cash	13,754
Net debt	(14,090)

Source: Bravura, Deloitte Corporate Finance analysis

4.2.5 Premium for control

Earnings multiples derived from share market trading do not reflect the market value for control of a company as they are for portfolio holdings. The difference between the market value of a controlling interest and a minority interest is referred to as the premium for control. Australian studies indicate the premiums required to obtain control of companies range between 20% and 40% of the portfolio holding values, as summarised in Appendix E.

The owner of a controlling interest has the ability to do many things that the owner of a minority interest does not. These include:

- control the cash flows of the company, such as dividends, capital expenditure and compensation for directors
- determine the strategy and policy of the company
- make acquisitions or divest operations
- control the composition of the board of directors.

⁷ It is our understanding that the option holders who do not exercise their options will have their options cancelled with a payment made by Bravura or a payment made by or on behalf of the Bidder equal to the difference between the exercise price (if any) and the cash consideration under the Proposed Scheme. Notwithstanding the mechanism, and given the quantum of options on issue, the impact on value is not likely to be material

We have considered the following factors in determining an appropriate premium for control for Bravura:

- control premiums paid in recent mergers and acquisitions of comparable companies displaying a median of 29% (refer Appendix E)
- the adverse impact that the global financial crisis has had on the relative attractiveness of investments in the financial services sector.

Based on these considerations, we believe that a premium for control in line with the observed range is appropriate. On this basis, and notwithstanding the Ironbridge Funds already control Bravura, we have selected a premium for control of 30%.

4.2.6 Valuation under the capitalisation of maintainable earnings approach

The value of Bravura derived from the capitalisation of maintainable earnings method is summarised below.

Table 12: Summary – capitalisation of maintainable earnings method

AUD'000 (unless otherwise stated)	Section	Low value	High value
Maintainable Adjusted EBITDA	Section 4.2.1	20,000	22,000
Earnings multiple	Section 4.2.2	6.75x	7.25x
Enterprise value		135,000	159,500
Surplus assets	Section 4.2.3	-	-
Proceeds from exercise of options	Section 4.2.3	870	870
Net debt	Section 4.2.4	(14,090)	(14,090)
Equity value (on a minority basis)		121,780	146,280
Premium for control (30%)	Section 4.2.5	36,534	43,884
Equity value (on a control basis)		158,314	190,164

Source: Deloitte Corporate Finance analysis

4.3 Number of shares outstanding

We have adjusted the number of securities outstanding as at the date of the Proposed Scheme to reflect the exercise of the options outstanding (Refer to Section 3.8 and Section 4.2.6 for more details). When taking account of the dilutive effect of options the adjusted number of shares outstanding is 628,426,880.

4.4 Conclusions on value

Set out in the table below is the value per share having regard to the valuation of the Company and the adjusted number of shares on issue as set out above:

Table 13: Summary – capitalisation of maintainable earnings method

	Section	Low value	High value
Equity value (on a control basis) (AUD'000)	Section 4.2.6	158,314	190,164
Number of shares (000)	Section 4.3	628,427	628,427
Value per share (AUD)		0.252	0.303

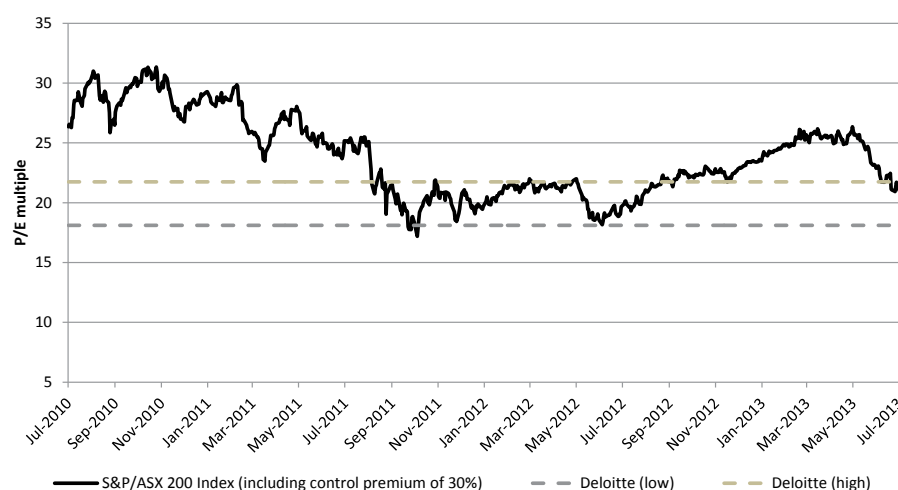
Source: Deloitte Corporate Finance analysis

4.5 Cross-check of our valuation

There are limited valuation methodologies available to us to cross-check our valuation, however, we have cross-checked our valuation to the P/E multiple of the S&P/ASX 200 Index which we consider to be of relevance.

Our valuation implies a P/E multiple range of 18.11x to 21.75x on FY12 earnings. The figure below compares this range with the P/E multiple of the S&P/ASX 200 Index over the past two years:

Figure 9: P/E cross-check



Source: CapitalIQ, Deloitte Corporate Finance analysis

The P/E multiple for the S&P/ASX 200 Index sits within the range of P/E multiples implied by our valuation range. As such, we consider this analysis supports our valuation range.

In addition, we prepared a high level discounted cash flow analysis for Bravura based on the FY14 budget and Management's views regarding the medium to long term prospects for Bravura. This analysis was based on a discount rate range and long term growth assumptions of between 12.0% and 13.0% and 2.0% and 2.5%, respectively. Applying these parameters, the high-level discounted cash flow analysis supports our valuation range.

As highlighted in Section 3.9, due to fact that the Bravura shares show historically low trading volumes and are therefore considered illiquid, we are of the opinion that the share price does not provide a meaningful reflection of the value of the shares (especially on a control basis).

4.6 Sensitivities to our valuation

Our valuation results are sensitive to changes in both the selected EBITDA multiple and the estimated maintainable Adjusted EBITDA for Bravura. The table below sets out an analysis of the sensitivity of the resulting share price on a control basis to changes in these selections:

Table 14: Sensitivity of share price to changes in selected multiple and maintainable earnings (cents per share)

		Maintainable Adjusted EBITDA (AUD million)				
		19.0	20.0	21.0	22.0	23.0
EBITDA multiple (times)	6.25x	0.218	0.231	0.244	0.257	0.270
	6.75x	0.238	0.252	0.266	0.280	0.294
	7.25x	0.258	0.273	0.288	0.303	0.318
	7.75x	0.277	0.293	0.309	0.325	0.341

Source: Deloitte Corporate Finance analysis

Glossary

Reference	Definition
Advent	Advent Software Inc
Adjusted EBITDA	EBITDA adjusted to deduct capitalised R&D
AFSL	Australian Financial Services Licence
Ancillary Transaction	The Ironbridge Funds' proposed transfer of its current 67.1% ownership interest in Bravura to other entities associated with the Ironbridge Funds following the implementation of the Proposed Scheme
APAC	Australia, New Zealand, India and Asia
ASIC	Australian Securities and Investments Commission
ASX	Australian Securities Exchange
AUD	Australian dollars
Bidder	Stockholm Solutions Pty Ltd
BNY	Bank of New York Mellon
bps	Basis points
Bravura	Bravura Solutions Limited
CC	Constant currency
Company, the	Bravura Solutions Limited
Deloitte Corporate Finance	Deloitte Corporate Finance Pty Limited
EBIT	Earnings before interest and tax
EBITDA	Earnings before interest, tax, depreciation and amortisation
EMEA	Europe, the Middle East, Bermuda and Africa
Fisher Funds	Fisher Funds Management Limited
FY	Financial year
GBST	GBST Holdings Ltd
Independent Directors	Brian Mitchell and Trevor Perry
Ironbridge Funds, the	Funds advised by Ironbridge Capital Advisers
Linedata	Linedata Services S.A.
MFT	Mutual Fund Technologies
Minority Shareholders	Existing holders of Bravura shares not associated with the Ironbridge Funds
NPAT	Net profit after tax
Proposal	The Proposed Scheme together with the Ancillary Transaction
Proposed Scheme	Indicative, non-binding, conditional offer from funds advised by to acquire all of the outstanding shares and options via a scheme of arrangement
R&D	Research and development
Section 611(7)	Section 611 (item 7) of the Corporations Act 2001
Sonata	Flagship software product of Bravura
SS&C	SS&C Technologies Holdings

Appendix A: Information Technology and Software Industry

Overview

Bravura operates within the global information technology (IT) and software industry, focusing on developing, licensing and maintaining specialised administration and management applications and providing associated professional consulting services for the wealth management industry.

The wealth management industry is a sub-segment of the wider financial services industry and includes superannuation, pension and life insurance funds, banks, investment managers, financial advisers and administrators. The financial services industry also includes general insurance providers and real estate investment trusts.

Operators in the IT sector make investments in both internal and external technology for the purposes of providing consultancy and professional services. Companies within this sector also offer systems analysis, design and programming, building of custom-designed systems, data processing and preparation services. The software industry incorporates both internal and external IT as detailed below:

- internal software includes expenditure on internal management, analysis, maintenance, support and operation of IT
- external software relates to expenditure on the purchase or lease of hardware, software and services for the analysis, development, maintenance, support and operation of IT.

The IT and software industry is characterised by a highly skilled and knowledgeable workforce. Operations in the financial services sector have historically been labour intensive, driving the demand for software providers to streamline these processes.

Products and services within the IT and software industry have a relatively short life cycle, requiring updates or upgrades approximately every five years. Many products require a large up-front investment in R&D and thus significant financial backing is required by IT and software providers.

In the following sections we discuss the provision of software services to the wealth management industry.

Wealth management software market

The financial services industry utilises its IT software to administer large numbers of client accounts and investment related data. Wealth management software can be developed and maintained internally or licensed and maintained by an external industry participant (such as Bravura). The key functions of these software applications can include:

- keeping records of personal and financial details of customers
- recording financial transactions
- performing settlements and reconciliations
- calculating the value of the investments
- calculating fees and commissions
- performing accounting and compliance functions
- generating financial reports and investment statements.

Depending on the nature of services offered by participants within the wealth management industry and hence their processing requirements, software applications will vary in size, capability and sophistication. For example, large fully integrated industry participants require highly scalable and robust data management and reporting systems with significant flexibility for integration with other software applications. Smaller industry participants require less scalable but more specialised systems.

The demand for wealth management software is driven by the following factors:

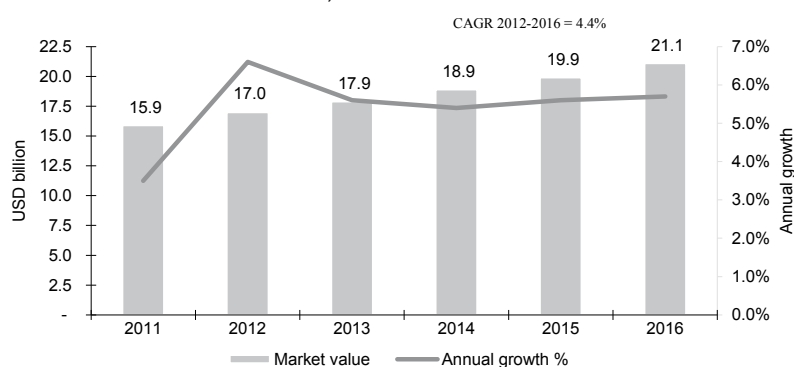
- the growing ageing population and the associated requirements of saving for retirement
- change in government policies and regulation affecting the financial services industry
- increasing complexity of new financial products
- demand from investors for online access to their investment information
- various government initiatives to introduce compulsory superannuation or encourage personal investments and savings. This trend has fuelled the significant need for wealth management services in recent years and hence the demand for these software applications.

The following sections present an overview of the specific drivers of demand for wealth management software within the two main regions in which Bravura operates i.e. United Kingdom and Australia.

UK market

- approximately 66% of Bravura's FY12 revenue is generated in the UK market
- the UK software market is expected to experience compound annual growth rate (CAGR) of 4.4 % from 2012 to 2016 according to Datamonitor as illustrated in Figure 10 below:

Figure 10: UK software market value forecast, 2011 to 2016



Source: Marketline

The factors and trends impacting on the financial services sector in the UK include the following:

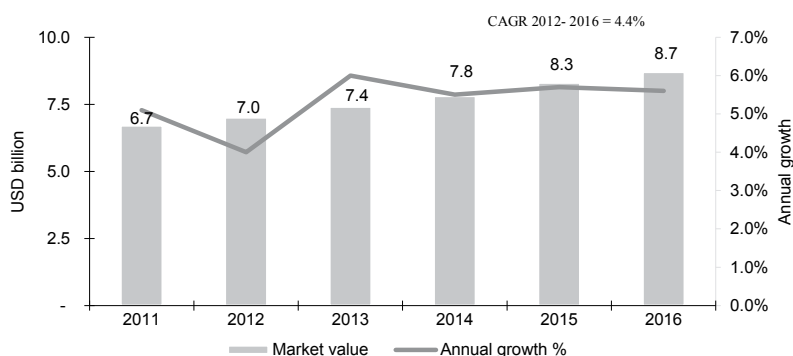
- regulatory change such as Retail Distribution Review (RDR) and Foreign Account Tax Compliance Act (FATCA). This is in addition to new compliance requirements required under Basel III, Solvency II and European Market Infrastructure Regulation (EMIR). Regulatory changes will create a requirement for institutions to fundamentally change their operating systems
- managed services and outsourcing, including Software as a Services (SaaS), is expected to grow as fund managers outsource their IT functions for cost efficiencies and in an effort to focus on core competencies
- access to timely, accurate and actionable data will no longer be 'nice to have' but an industry standard across financial services to ensure financial institutions are achieving operational efficiency and reducing operational risk
- the continual need for financial institutions to reduce complexity and costs in IT maintenance expenditure, which are considered too high.

The significant growth between 2011 and 2012 as illustrated in Figure 10 above has been experienced by Bravura, primarily driven by the regulatory changes described above.

Australia market

- about 25% of Bravura's FY12 revenue relate to the Australian market
- the Australian software market is expected to experience CAGR of 4.4% from 2012 to 2016 according to Datamonitor as illustrated in Figure 11 below.

Figure 11: Australian software market value forecast, 2011 to 2016



*Note: Asia Pacific software market value is in US dollars
Source: Marketline*

The factors and trends impacting on the financial services sector in Australia include the following:

- regulatory change in the Australian superannuation market such as SuperStream compliance and the introduction of the government's Future of Financial Advice (FOFA) legislation effective July 2013.
- platform upgrades, system implementation and migration projects for existing and new customers
- new product innovation created to broaden the suite of products offered to high net worth individuals

Critical success factors

The success of participants within the wealth management software industry is dependant upon a number of factors, including:

- keeping up to date with legislative requirements on compliance and reporting
- increasing the functionality of software applications to comply with increased legislative requirements and taxation treatments and to cater for more complex financial products and wider customer bases
- real time risk management that provides accurate and timely information
- enhanced integration capability to permit information sharing between departments within an organisation and minimise the need to perform duplicated tasks.

Barriers to entry

Barriers to entry for the wealth management software industry are considered high, reflecting the following factors:

- switching costs for buyers such as large financial institutions can be high, given the large amount of data and information stored in the existing software applications
- the high cost of new software development which requires significant lead time for design, development, testing and implementation

- entry to the market requires sound knowledge of the wealth management industry and its regulatory requirements in order to meet increasing demands of customers
- established players in the industry benefit from economies of scale, past experience, in-depth technical knowledge and an understanding of client requirements
- complexity of data migration applications
- competition within the industry is high, with the industry being dominated by a small number of international players. Industry participants usually compete on cost, product functionality, operational efficiency and any associated product support.

Appendix B: Valuation methodologies

To estimate the fair market value of the securities in Bravura we have considered common market practice and the valuation methodologies recommended by ASIC Regulatory Guide 111, which provides guidance in respect of the content of independent expert's reports. These are discussed below.

Market based methods

Market based methods estimate a company's fair market value by considering the market price of transactions in its securities or the market value of comparable companies. Market based methods include:

- capitalisation of maintainable earnings
- analysis of recent security trading history
- industry specific methods.

The capitalisation of maintainable earnings method estimates fair market value based on the company's future maintainable earnings and an appropriate earnings multiple. An appropriate earnings multiple is derived from market transactions involving comparable companies. The capitalisation of maintainable earnings method is appropriate where the company's earnings are relatively stable.

The most recent security trading history provides evidence of the fair market value of the securities in a company where they are publicly traded in an informed and liquid market.

Industry specific methods estimate market value using rules of thumb for a particular industry. Generally rules of thumb provide less persuasive evidence of the market value of a company than other valuation methods because they may not account for company specific factors.

Discounted cash flow methods

Discounted cash flow methods estimate market value by discounting a company's future cash flows to a net present value. These methods are appropriate where a projection of future cash flows can be made with a reasonable degree of confidence. Discounted cash flow methods are commonly used to value early stage companies or projects with a finite life.

Asset based methods

Asset based methods estimate the market value of a company's shares based on the realisable value of its identifiable net assets. Asset based methods include:

- orderly realisation of assets method
- liquidation of assets method
- net assets on a going concern basis.

The orderly realisation of assets method estimates fair market value by determining the amount that would be distributed to shareholders, after payment of all liabilities including realisation costs and taxation charges that arise, assuming the company is wound up in an orderly manner.

The liquidation method is similar to the orderly realisation of assets method except the liquidation method assumes the assets are sold in a shorter time frame. Since wind up or liquidation of the company may not be contemplated, these methods in their strictest form may not necessarily be appropriate. The net assets on a going concern basis method estimates the market values of the net assets of a company but does not take account of realisation costs.

These asset based methods ignore the possibility that the company's value could exceed the realisable value of its assets as they ignore the value of intangible assets such as customer lists, management, supply arrangements and goodwill. Asset based methods are appropriate when companies are not profitable, a significant proportion of a company's assets are liquid, or for asset holding companies.

Appendix C: Comparable companies

The following table provides analysis of companies with comparable activities to Bravura.

Table 15: Directly comparable companies

Company	Description	Geography	Historical Revenue (AUD million) ¹	Adjusted EBITDA ² multiple	
				current	forecast
GBST Holdings Ltd	Provides technology services to financial services industry in the areas of Broker Services, Wealth Management and Financial Services	• 63.2% ANZ • 29.1% EMEA • 7.7% Asia	77	9.1x	6.9x
SS&C Technologies Holdings	Provides software products and software-enabled services to financial services providers	• 76% US and Canada • 18.9% EMEA • 2.8% Asia	532	12.7x	11.4x
Advent Software Inc	Provides software products and services for automating and integrating data and work flows across investment management organisations and between investment management organisations and external parties	• 83.3% US and Canada	346	20.0x	15.3x
Linedata Services S.A.	Provides software solutions for investment management and credit community	• 69.6% EMEA • 28.1% US and Canada • 2.3% Asia	183	4.5x	4.2x

Notes:

1. Converted to AUD based on average rate in reported period
2. Calculated after capitalised R&D and based on market capitalisation as at 30 June 2013

Source: Capital IQ, Annual reports, websites, Deloitte Corporate Finance analysis

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Table 16: Other broadly comparable companies – Australian software sector⁸

Company	Description	Geography	Historical Revenue (AUD million)	Adjusted EBITDA ² multiple current	Adjusted EBITDA ² multiple forecast
IRESS Market Technology Ltd	Provides information, trading, compliance, order management, portfolio, financial planning systems and related tools	• 78.4% ANZ • 10.4% US and Canada • 10.2% South Africa	207	12.7x	11.5x
RungePinnacle Minarco	World's largest publicly listed independent group of mining technical experts providing mining advisory services, mining software and consulting and mining professional development and training	• Not disclosed	107	n/a	n/a
Reckon Ltd	Development, distribution and support of personal and accounting software	• 55.3% ANZ • 22.2% EMEA • 20.0% US and Canada	97	7.1x	6.3x
Hansen Technologies Ltd	Engages in the development, integration and support of billing systems software to telecommunications, electricity, gas and water industries	• Not disclosed	55	7.2x	5.6x
Infomedia	Development and supply of electronic parts catalogues and service quoting systems to after sales parts and service sector of automotive industry worldwide	• 27.0% APAC • 46.3% Europe • 21.2% US and Canada	46	n/a	n/a
Clarity OSS Ltd	Software solutions and related services to telecommunication and utilities companies	• 28.6% ANZ • 29.5% US and Canada • 23.1% EMEA • 13.5% Asia	39	n/a	n/a
Rubik Financial Ltd	Provides software and related services to the financial services industry	• 95.1% ANZ • 4.9% EMEA	18	n/a	n/a
Praemium Limited	Provides investment administration and portfolio management services to financial institutions Australia and UK. Focus on ERP, Quality assurance, data base and web administration	• 85.8% ANZ • 14.2% EMEA	15	n/a	n/a
Average				9.0x	7.8x
Median				7.2x	6.3x

Notes:

1. Converted to AUD based on average rate in reported period.
2. Calculated after capitalised R&D and based on market capitalisation as at 30 June 2013

Source: Capital IQ, Annual reports, websites, Deloitte Corporate Finance analysis.

⁸ Broadly comparable companies have been used only as a cross-check in deriving the multiple for our valuation. They have not been selected as comparable companies underlying the selection of the multiple due to a lesser degree of comparability resulting either from their respective service offering, size or geographical reach or a combination thereof

Table 17: Other broadly comparable companies – International software sector⁹

Company	Description	Geography	Historical Revenue (AUD million) ¹	Adjusted EBITDA ² multiple	
				current	forecast
Fiserv Inc	Provides financial services technology solutions (electronic bill payment and presentment, card-based transaction processing, internet and mobile banking systems and others)	Not disclosed	4,359	9.2x	8.6x
DST Systems Inc.	Provides information processing and software services and products in two segments, financial services and customer communications	84.2% US and Canada 10.9% EMEA 2.9% ANZ	2,504	7.5x	7.1x
Jack Henry & Associates Inc	Provides technology solutions and payment processing services for financial services organisations	Not disclosed	1,055	9.8x	9.0x
Fidessa Group plc	Provides trading, investment and information solutions to the financial community	44.9% EMEA 32.2% US and Canada 17.3% Asia	436	6.3x	6.0x
The Innovation Group Plc	Provides business process services, and software solutions to insurance, fleet, automotive and property industries	54.0% EMEA 21.0% South Africa 12.7% Asia 12.3% US and Canada	290	7.2x	6.3x
Cor&Fja AC	Provides software and consulting solutions and services. Software products mainly focus on the insurance industry	91.8% EMEA 8.2% US and Canada	175	5.6x	3.7x
Investnet Inc	Provides integrated wealth management software and services to financial advisors and institutions	Not disclosed	165	17.6x	12.8x
First Derivatives Plc	Designs, develops, implements and supports a range of data and trading systems for front, middle and back-office for investment banking, derivatives technology and fx markets	48.1% EMEA 41.2% US and Canada 10.7% ANZ	84	5.8x	5.0x
Brady Plc	Provides identification solutions and speciality materials	Not disclosed	44	5.4x	4.9x
Harvest SA	Provides software products for financial, estate, and tax decision making	Not disclosed	21	n/a	n/a
Average				8.3x	7.1x
Median				7.3x	6.7x

Notes:

1. Converted to AUD based on average rate in reported period.
2. Calculated after capitalised R&D and based on market capitalisation as at 30 June 2013

Source: Capital IQ, Annual reports, websites, Deloitte Corporate Finance analysis.

⁹ Broadly comparable companies have been used only as a cross-check in deriving the multiple for our valuation. They have not been selected as comparable companies underlying the selection of the multiple due to a lesser degree of comparability resulting either from their respective service offering, size or geographical reach or a combination thereof

Table 18: Other broadly comparable companies – Australian IT services sector¹⁰

Company	Description	Geography	Historical Revenue (AUD million ¹)	Adjusted EBITDA ² multiple	
				current	forecast
Data3 Limited	Provides information and communication technology (ICT) solutions including software licensing, software asset management, and workforce productivity solutions to optimise and manage the acquisition and use of software licences in volume from global manufacturers	• 99.0% Australia	809	9.6x	9.4x
UXC Ltd.	Provides information, communication and technology solutions and services in the areas of consulting, ERP applications and infrastructure services	• 93.0% Australia	561	7.8x	6.8x
SMS Management & Technology Ltd	Provides consulting, technology, and systems integration primarily in Australia	• predominantly Australia	335	9.6x	9.1x
Oakton Ltd.	Provides consulting services in the IT industry. Services offered are business consulting and IT strategy services	• 98.2% Australia	172	5.7x	5.3x
ASG Group Ltd.	Provides IT services including managed services (service and delivery management, services desk, desktop services, database administration, network management, storage area network administration, security management, data centre hosting, remote DBA, and HP managed application services; and business solutions, including Oracle business and PeopleSoft, SAP business, and BI and EPM solutions)	• 100.0% Australia	150	3.2x	3.2x
DWS Ltd	Provides information technology services including custom software development for micro to mid range platforms; maintenance and customisation of enterprise resource and core business applications; designing, developing, implementing, and maintaining data warehousing, reporting and business intelligence systems, and integration, enterprise architecture, and business to business solutions	• 100.0% Australia	110	7.4x	7.0x
Average				7.2x	6.8x
Median				7.6x	6.9x

Notes:

1. Converted to AUD based on average rate in reported period
 2. Calculated after capitalised R&D and based on market capitalisation as at 30 June 2013
- Source: Capital IQ, Annual reports, websites, Deloitte Corporate Finance analysis

¹⁰ Broadly comparable companies have been used only as a cross-check in deriving the multiple for our valuation. They have not been selected as comparable companies underlying the selection of the multiple due to a lesser degree of comparability resulting either from their respective service offering, size or geographical reach or a combination thereof

Table 19: Other broadly comparable companies – UK IT services sector¹¹

Company	Description	Geography	Historical Revenue (AUD million) ¹	Adjusted EBITDA ² multiple	
				current	forecast
Phoenix IT Group Plc	Offers managed hosting, cloud, and co-location services; network infrastructure services; desktop management services; service management solutions; and professional services, including strategic consulting, business case planning, assessment and solution design, migration and deployment	• 100.0% UK	365	5.5x	4.8x
Quindell Portfolio Plc	Provides software and consulting, and technology enabled business process outsourcing services. The company operates in two segments, Software and Consulting, and Technology Enabled Outsourcing	• 92.2% UK	215	3.6x	2.6x
Anite Plc	Provides hardware and software solutions, systems integration, and managed services to the wireless and travel markets worldwide	• 40.9% EMEA • 28.7% US and Canada	191	9.7x	8.4x
Parity Group Plc	Provides a range of recruitment, and business and technology solutions to various clients in the public and private	• 100.0% UK	134	11.6x	6.8x
SciSys Plc	Provides professional services in support of the planning, development, and usage of computer systems primarily in the United Kingdom and rest of Europe	• 98.7% EMEA	62	4.2x	4.0x
Microgen Plc	Provides information technology services and solutions to the financial community. The company offers software licences, maintenance, support, funded development, and related consultancy services	• 77.3% UK and Ireland	51	8.3x	8.2x
Sanderson Group Plc	Engages in the development and supply of IT software and services primarily for the manufacturing and multichannel retail sectors	• 100.0% UK	21	7.5x	6.8x
Redcentric Plc	Provides network-based managed services including data-centre, Internet service provider (ISP), network services, and managed Wide Area Networks	• Not disclosed	n/a	n/a	n/a
Average Median				7.1x 6.8x	6.0x 6.5x

Notes:

1. Converted to AUD based on average rate in reported period
2. Calculated after capitalised R&D and based on market capitalisation as at 30 June 2013

Source: Capital IQ, Annual reports, websites, Deloitte Corporate Finance analysis

¹¹ Broadly comparable companies have been used only as a cross-check in deriving the multiple for our valuation. They have not been selected as comparable companies underlying the selection of the multiple due to a lesser degree of comparability resulting either from their respective service offering, size or geographical reach or a combination thereof

Appendix D: Comparable transactions

We provide the descriptions for each of the above transactions as follows:

Rubik's acquisition of Coin Software

Coin Software is a provider of financial planning software for financial advisers. The company's products include DICE, a client relationship management module which allows financial advisors to enter, view, report, and track client information; STRATEGY, a cash flow and strategic modelling module; ANALYSER which allows advisors to perform portfolio modelling, rebalancing, and reporting assets in client's portfolio; and PYRAMID which allows advisors to graphically illustrate and refine a customer's lifestyle and retirement goals. In addition, the company provides implementation management, relationship management, helpdesk support, and web hosting services, as well as professional services, such as consulting, project management, integration management, data conversion and report writing, and training and coaching services.

Francisco Partners' acquisition of eFront

eFront is a provider of software solutions to the financial industry primarily in France including FrontInvest, a Web-based solution that provides an integrated platform for solutions covering the front-office, middle-office, and back-office operations across the alternative asset industry; and FrontReport Designer, a reporting solution, which enables the automation of reporting through customisable templates and the production of reports in word, excel, PDF, and HTML formats. It also offers various services comprising deployment, hosting, supporting, and post-implementation services.

IRESS's acquisition of Peresys

Peresys specialises in the delivery of FIX (a protocol for automated securities trading) enabled applications and services for the buy and sell sides. The company offers buy side services, such as integration, front office, investment research, securities lending, and back office; sell side services, including exchange and algorithmic trading, integration, front office, direct market access, securities borrowing, and back office; FIX solutions, such as indications of interest, electronic trade confirmations, and allocations; and wealth management services, including portfolio management, order management, and market data.

Bravura's acquisition of MFT

MFT supports fund management groups through back office systems and processing fund transfer requests. It provides transfer agency platforms and managed and consulting services to the mutual fund industry. Its products include GFAS, an application providing transfer agency and record-keeping services for back-office and front-office operations.

FJA's acquisition of COR AG/ merger of equals

COR AG provides software and consulting services for the financial services sector focusing on banks, insurance companies, and pension funds. The company's Packaged Software segment develops and implements portfolio management systems for life, health, and non life insurers; solutions for transaction management and documentation; and risk assessment systems for assessing proposals, as well as solutions for portfolio management systems at mortgage lending institutions and private banks. Its Consulting segment provides process management, business consulting, actuarial advice, and the integration of software systems.

GBST's acquisition of Coexis

Coexis provides a development platform for modelling business flows and creating solutions for financial markets, including equity and fixed income middle and back office securities processing, enterprise-wide reference data, asset servicing, multi-exchange and multi-CSD (Central Securities Depository), funds order management and order routing in the EMEA market. Clients include JP Morgan, Mitsubishi UFJ, CLSA and an association representing more than 26 Swiss banks.

Tenemos' acquisition of Financial Objects

Financial Objects is an international provider of financial software solutions to the banking, wealth management and credit risk management sectors. The group has a client base of large international clients and employs around 300 people. It operates globally through offices in the UK, Europe, the USA and Asia including a development centre in Bangalore.

Appendix E: Control premium

Deloitte study

We conducted a study of premiums paid in Australian transactions completed between 1 January 2000 and 31 December 2012. This study was conducted by Deloitte staff for internal research purposes. Our merger and acquisition data was sourced from Bloomberg and Reuters and yielded 518 transactions that were completed during the period under review¹².

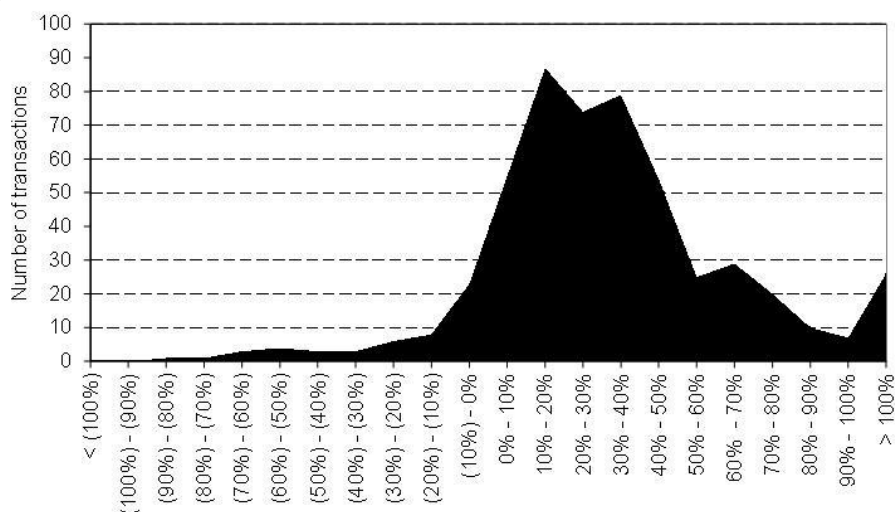
Our data set consisted of transactions where an acquiring company increased its shareholding in a target company from a minority interest to a majority stake or acquired a majority stake in the target company.

We assessed the premiums by comparing the offer price to the closing trading price of the target company one month prior to the date of the announcement of the offer. Where the consideration included shares in the acquiring company, we used the closing share price of the acquiring company on the day prior to the date of the offer.

Summary of findings

As the following figure shows, premiums paid in Australian transactions between 1 January 2000 and 31 December 2012 are widely distributed with a long 'tail' of transactions with high premiums.

Figure 12: Distribution of data



Source: Deloitte analysis

¹² Excluding transactions where inadequate data was available.

The following table details our findings.

Table 20: Premium analysis - findings

	Control premium
Average	34%
Median	29%
Upper quartile	47%
Lower quartile	12%

Source: Deloitte analysis

Notwithstanding the relatively wide dispersion of control premiums observed in our study we consider the control premium range of 20% to 40% to be representative of general market practice for the following reasons.

Many of the observed control premiums below 20% are likely to have been instances where the market has either been provided with information or anticipated a takeover offer in advance of the offer being announced. Accordingly, the pre-bid share trading price may already reflect some price appreciation in advance of a bid being received, which creates a downward bias on some of the observed control premiums in our study.

Many of the observed control premiums above 40% are likely to have been influenced by the following factors which create an upward bias on some of the observed control premiums in our study:

- some acquirers are prepared to pay above fair market value to realise 'special purchaser' value which is only available to very few buyers. Such 'special purchaser' value would include the ability to access very high levels of synergistic benefits in the form of cost and revenue synergies or the ability to gain a significant strategic benefit
- abnormally high control premiums are often paid in contested takeovers where there are multiple bidders for a target company. In such cases, bidders may be prepared to pay away a greater proportion of their synergy benefits from a transaction than in a non-contested situation
- some of the observations of very high premiums are for relatively small listed companies where there is typically less trading liquidity in their shares and they are not closely followed by major broking analysts. In such situations, the traded price is more likely to trade at a deeper discount to fair market value on a control basis.

Accordingly, the observed control premiums to share trading prices for such stocks will tend to be higher.

Other studies

In addition to the study above, we have also had regard to the following:

- a study conducted by S.Rossi and P.Volpin of London Business School dated September 2003, 'Cross Country Determinants of Mergers and Acquisitions', on acquisitions of a control block of shares for listed companies in Australia announced and completed from 1990 to 2002. This study included 212 transactions over this period and indicated a mean control premium of 29.5% using the bid price of the target four weeks prior to the announcement
- 'Valuation of Businesses, Shares and Equity' (4th edition, 2003) by W.Lonergan states at pages 55-56 that: "Experience indicates that the minimum premium that has to be paid to mount a successful takeover bid was generally in the order of at least 25 to 40 per cent above the market price prior to the announcement of an offer in the 1980s and early 1990s. Since then takeover premiums appear to have fallen slightly."
- a study conducted by P.Brown and R.da Silva dated 1997, 'Takeovers: Who wins?', JASSA: The Journal of the Securities Institute of Australia, v4(Summer):2-5. The study found that the average control premium paid in Australian takeovers was 29.7% between the period January 1974 and June 1985. For the ten year period to November 1995, the study found the average control premium declined to 19.7%.

Appendix F: Sources of information

In preparing this report we have had access to the following principal sources of information:

- draft Scheme Booklet, the Scheme Implementation Agreement and other transaction documents
- audited financial statements for Bravura for the years ended 30 June 2012, 30 June 2011 and 30 June 2010
- unaudited preliminary net debt position as at 30 June 2013
- annual report for Bravura for the years ended 30 June 2012, 30 June 2011 and 30 June 2010
- reviewed half year financial statements for Bravura for the six months ended 31 December 2012
- other internal management information provided by Bravura, including the information provided in the electronic data room which the Ironbridge Funds also had access to. Major documents in the data room included:
 - budgets and forecasts relating to Bravura
 - pro forma adjustments for historical earnings
 - monthly board reports from July 2010 to May 2013
- annual reports for comparable companies
- company websites for Bravura, the Ironbridge Funds and comparable companies
- publicly available information on comparable companies and market transactions published by ASIC, Thomson research, Capital IQ and Mergermarket
- other publicly available information, media releases and brokers reports on Bravura, the Ironbridge Funds, comparable companies and the software industry.

In addition, we have had discussions and correspondence with certain directors and executives from Bravura, including Tony Klim, CEO and Managing Director and Rebecca Lowde, CFO, and advisors to Bravura in relation to the above information, current operations and prospects and with respect to the Proposed Scheme and the Ancillary Transaction.

Appendix G: Qualifications, declarations and consents

The report has been prepared at the request of the Independent Directors of Bravura and is to be included in the Explanatory Memorandum to be given to Minority Shareholders for approval of the Proposed Scheme and the Ancillary Transaction in accordance with Section 411 and Section 611(7), respectively. It represents solely the expression by Deloitte Corporate Finance of its opinion as to whether the Proposed Scheme is in the best interests of the Minority Shareholders and whether the advantages of the Ancillary Transaction outweigh the disadvantages of the Ancillary Transaction and whether the Proposal as a whole, including both the Proposed Scheme and the Ancillary Transaction, is in the best interests of Minority Shareholders. Accordingly, it has been prepared only for the benefit of Minority Shareholders in their assessment of the Proposed Scheme and the Ancillary Transaction and should not be used for any other purpose. Neither Deloitte Corporate Finance, Deloitte Touche Tohmatsu, nor any member or employee thereof, undertakes responsibility to any person, other than the Minority Shareholders, in respect of this report, including any errors or omissions however caused.

This engagement has been conducted in accordance with professional standard APES 225 Valuation Services issued by the Australian Professional and Ethical Standards Board Limited (APESB).

Statements and opinions contained in this report are given in good faith but, in the preparation of this report, Deloitte Corporate Finance has relied upon the completeness of the information provided by Bravura and its officers, employees, agents or advisors which Deloitte Corporate Finance believes, on reasonable grounds, to be reliable, complete and not misleading. Deloitte Corporate Finance does not imply, nor should it be construed, that it has carried out any form of audit or verification on the information and records supplied to us. Drafts of our report were issued to Management for confirmation of factual accuracy.

In recognition that Deloitte Corporate Finance may rely on information provided by Bravura and its officers, employees, agents or advisors, Bravura has agreed that it will not make any claim against Deloitte Corporate Finance to recover any loss or damage which Bravura may suffer as a result of that reliance and that it will indemnify Deloitte Corporate Finance against any liability that arises out of either Deloitte Corporate Finance's reliance on the information provided by Bravura and its officers, employees, agents or advisors or the failure by Bravura and its officers, employees, agents or advisors to provide Deloitte Corporate Finance with any material information relating to the Proposed Scheme.

To the extent that this report refers to prospective financial information we have considered the prospective financial information and the basis of the underlying assumptions. The procedures involved in Deloitte Corporate Finance's consideration of this information consisted of enquiries of Bravura personnel and analytical procedures applied to the financial data. These procedures and enquiries did not include verification work nor constitute an audit or a review engagement in accordance with standards issued by the Auditing and Assurance Standards Board (AUASB) or equivalent body and therefore the information used in undertaking our work may not be entirely reliable.

Based on these procedures and enquiries, Deloitte Corporate Finance considers that there are reasonable grounds to believe that the prospective financial information for Bravura included in this report has been prepared on a reasonable basis in accordance with ASIC Regulatory Guide 111. In relation to the prospective financial information, actual results may be different from the prospective financial information of Bravura referred to in this report since anticipated events frequently do not occur as expected and the variation may be material. The achievement of the prospective financial information is dependent on the outcome of the assumptions. Accordingly, we express no opinion as to whether the prospective financial information will be achieved.

Deloitte Corporate Finance holds the appropriate Australian Financial Services Licence (AFSL) to issue this report and is owned by the Australian Partnership Deloitte Touche Tohmatsu. The employees of Deloitte Corporate Finance principally involved in the preparation of this report were Tapan Parekh, B.Bus, M.Com, CA, F.Fin, Nicki Ivory B.Com (Hons), CA, CFA, Christophe Bergeron, MAppFin and Tanja Will, MApp.Fin., ACCA. Tapan and Nicki are Directors and Christophe and Tanja are Managers of Deloitte Corporate Finance. Each have many years experience in the provision of corporate financial advice, including specific advice on valuations, mergers and acquisitions, as well as the preparation of expert reports.

Deloitte Touche Tohmatsu is the external auditor of the Ironbridge Funds. No individuals involved with the audit of the Ironbridge Funds were involved in the preparation of this report.

Consent to being named in disclosure document

Deloitte Corporate Finance Pty Limited (ACN 003 833 127) of 225 George Street, Sydney, NSW, 2000 acknowledges that:

- Bravura proposes to issue a disclosure document in respect of the Proposed Scheme between Bravura and the holders of Bravura securities other than the Ironbridge Funds (the Explanatory Memorandum)
- the Explanatory Memorandum will be issued in hard copy and be available in electronic format
- it has previously received a copy of the draft Explanatory Memorandum (draft Explanatory Memorandum) for review
- it is named in the Explanatory Memorandum as the 'independent expert' and the Explanatory Memorandum includes its independent expert's report as Annexure A of the Explanatory Memorandum.

On the basis that the Explanatory Memorandum is consistent in all material respects with the draft Explanatory Memorandum received, Deloitte Corporate Finance Pty Limited consents to it being named in the Explanatory Memorandum in the form and context in which it is so named, to the inclusion of its independent expert's report as Annexure A of the Explanatory Memorandum and to all references to its independent expert's report in the form and context in which they are included, whether the Explanatory Memorandum is issued in hard copy or electronic format or both.

Deloitte Corporate Finance Pty Limited has not authorised or caused the issue of the Explanatory Memorandum and takes no responsibility for any part of the Explanatory Memorandum, other than any references to its name and the independent expert's report as included as Annexure A of the Explanatory Memorandum.

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Scheme Implementation Agreement

KING & WOOD
MALLESONS

Scheme Implementation Agreement

Dated 17 July 2013

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www.kwm.com

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Scheme Implementation Agreement

Details

Parties	Bidder and Bravura	
Bidder	Name	Stockholm Solutions Pty Ltd
	ACN	164 391 404
	Address	Level 17 1 Bligh Street Sydney NSW 2000 Australia
	Fax	+612 9250 8777
	Attention	Company Secretary
Bravura	Name	Bravura Solutions Limited
	ACN	111 148 826
	Address	Level 2 345 George Street Sydney NSW 2000
	Fax	+612 9018 7811
	Attention	Company Secretary
Recitals	A	Bidder has agreed to acquire all of the issued shares of Bravura by way of a combination of a scheme of arrangement under Part 5.1 of the Corporations Act and under the Sale Agreement.
	B	At the request of Bidder, Bravura intends to propose the Scheme and the Sale Resolution and issue the Explanatory Memorandum.
	C	Bravura and Bidder have agreed to implement the Scheme and propose the Sale Resolution on the terms and conditions of this agreement.
Governing law	New South Wales	
Date of agreement	See Signing page	

Scheme Implementation Agreement

General terms

1 Definitions and interpretation

1.1 Definitions

These meanings apply unless the contrary intention appears.

ACCC means the Australian Competition and Consumer Commission.

Affiliate means, in respect of a person (the "primary person"), a person:

- (a) who is directly or indirectly controlled by the primary person;
- (b) who controls, either directly or indirectly, the primary person; or
- (c) who is directly or indirectly under the common control of the primary person and another person or persons.

AIFRS means International Financial Reporting Standards as adopted in Australia.

ASIC means the Australian Securities & Investments Commission.

Associate has the meaning given in section 12 of the Corporations Act.

ASX means ASX Limited or the Australian Securities Exchange, as appropriate.

Authorised Officer means, in respect of a party, a director or secretary of the party or any other person appointed by a party to act as an authorised officer under this agreement.

Bidder means Stockholm Solutions Pty Ltd ACN 164 391 404.

Bidder Group means Holdco and Bidder.

Bidder Indemnified Parties means Ironbridge Fund II, each Ironbridge Entity, any manager or adviser to Ironbridge Fund II or an Ironbridge Entity, Holdco, Bidder, and each of their respective Affiliates, officers, employees and advisers.

Bidder Information means the information regarding Bidder as is required to be included in the Explanatory Memorandum under the Corporations Act, Corporations Regulations, ASIC Regulatory Guide 60 or ASIC Regulatory Guide 74. For the avoidance of doubt, Bidder Information does not include information about the Bravura Group (except to the extent it relates to any statement of intention relating to the Bravura Group following the Implementation Date).

Bravura means Bravura Solutions Limited (ACN 111 148 826).

Bravura Board means the board of directors of Bravura.

Bravura Group means Bravura and its Subsidiaries.

Bravura Indemnified Parties means Bravura, its officers, employees, and advisers, together with its Related Bodies Corporate and the officers, employees and advisers of each of its Related Bodies Corporate.

Bravura Independent Directors means Brian Mitchell and Trevor Perry.

Bravura Information means all information (other than the Bidder Information and the Independent Expert's Report) contained in the Explanatory Memorandum.

Bravura Material Adverse Change means Specified Events which individually or when aggregated with other Specified Events of a similar kind or category, has resulted in, or is reasonably likely to result in:

- (a) a reduction in the total consolidated net assets of the Bravura Group (calculated on the basis of AIFRS and, and to the extent not inconsistent with AIFRS, the accounting policies and practices consistently applied by Bravura for the financial year ended 30 June 2012 and except for any reduction resulting from the impairment of assets or any impairment loss where required by Bravura's auditors for the financial year ended 30 June 2013) of more than \$13,100,000; or
- (b) a reduction in the aggregate EBITDA for:
 - (i) the relevant calendar month in which the Specified Event occurs, together with EBITDA for the prior 11 calendar months; or
 - (ii) the financial year ending 30 June 2014, of more than \$2,900,000,

but does not include any matter, event or circumstance:

- (a) Fairly Disclosed in the Due Diligence Material;
- (b) resulting from changes in general economic, financial or political conditions, the securities market, interest rates, exchange rates in general or laws, regulations or taxes;
- (c) Fairly Disclosed to ASX prior to the date of this agreement;
- (d) that occurs with the prior written consent of Bidder;
- (e) resulting from changes in generally accepted accounting principles or the interpretation of them by any professional body or Regulatory Authority; or
- (f) any change occurring directly or indirectly as a result of any matter, event or circumstance required by this agreement, the Scheme, the Sale Agreement or the transactions contemplated by them.

Bravura Option means an option or right to acquire a Bravura Share issued under the Bravura Option Plan.

Bravura Option Plan means the "2008 Bravura Solutions Option Plan" operated by Bravura.

Bravura Prescribed Event means, except to the extent contemplated by this agreement, the Scheme or the Sale Agreement, any of the events listed in schedule 1, provided that a Bravura Prescribed Event will not occur where

Bravura has first consulted with Bidder in relation to the event and Bidder has approved the proposed event in writing.

Bravura Share means an ordinary fully paid share in the capital of Bravura.

Bravura Shareholder means each person registered in the Register as a holder of Bravura Shares.

Break Fee means an amount of \$570,000.

Business Day means a business day as defined in the Listing Rules.

Carp A means Carp Advisory A Pty Limited (ACN 136 517 041) as trustee for Carp Investment Trust No. 1.

Carp B means Carp Advisory B Pty Limited (ACN 136 521 732) as trustee for Carp Investment Trust No. 2.

Carp NV means Carp Holdings NV, a company registered in Belgium.

Competing Proposal means a transaction which, if completed, would mean a person (other than a member of the Bidder Group) either alone or with any Associate would:

- (a) directly or indirectly, acquire an interest or Relevant Interest in or become the holder of more than 20% of the Bravura Shares;
- (b) directly or indirectly acquire an interest (including an economic interest) in, or become the holder of, all or a substantial part of or a material part of the business conducted by the Bravura Group;
- (c) acquire control of Bravura, within the meaning of section 50AA of the Corporations Act; or
- (d) otherwise acquire or merge (including by a reverse takeover bid or dual listed company structure) with Bravura,

including by way of takeover bid, scheme of arrangement, shareholder approved acquisition, capital reduction, sale or purchase of assets, sale or purchase of shares or joint venture

Conditions Precedent means the conditions precedent set out in schedule 2.

Confidentiality Agreement means the confidentiality agreement signed on or about 22 May 2013 between Ironbridge Capital Management Pty Limited and Bravura.

Controller has the meaning it has in the Corporations Act.

Corporations Act means the Corporations Act 2001 (Cwlth).

Corporations Regulations means the Corporations Regulations 2001 (Cwlth).

Court means a court of competent jurisdiction under the Corporations Act.

Debt Commitment Letters means the credit approved executed commitment letters and accompanying terms sheets from certain banks and financial institutions addressed to Bidder and dated on or prior to the date of this agreement.

Deed Poll means a deed poll substantially in the form of Annexure B to this agreement.

Details means the section of this agreement headed "Details".

Due Diligence Material means the information disclosed by or on behalf of the Bravura Group (including in response to requests for information) to Bidder or its Representatives on or before the date of this agreement via the electronic data room operated by or on behalf of the Bravura Group, such information to be provided to Bidder in electronic form on a CD or USB on or as soon as practicable after the date of this agreement.

EBITDA means consolidated earnings of the Bravura Group after adding back interest, tax, depreciation and amortisation for the relevant earnings period (as calculated in accordance with AIFRS, and to the extent not inconsistent with AIFRS, the accounting policies and practices consistently applied by Bravura for the financial year ended 30 June 2012), and with respect to any historical period, as reported in the audited or reviewed consolidated financial statements of Bravura (in whole or in part) or, to the extent such audited or reviewed statements are not available for any month or months within the relevant 12 calendar month period, as shown in the management accounts for such month or months.

Effective, when used in relation to the Scheme, means the coming into effect, pursuant to section 411(10) of the Corporations Act, of the order of the Court made under section 411(4)(b) in relation to the Scheme, but in any event at no time before an office copy of the order of the Court is lodged with ASIC.

Effective Date means the date on which the Scheme becomes Effective.

Equity Commitment Letters means the binding executed commitment letters dated on or about the date of this agreement and addressed to Holdco from Ironbridge Fund II.

Encumbrance means any:

- (a) security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust, power or title retention or flawed deposit arrangement and any "security interest" as defined in sections 12(1) or (2) of the Personal Property Securities Act 2009 (Cwlth); or
- (b) right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any right of set-off; or
- (c) right that a person (other than the owner) has to remove something from land (known as a profit à prendre), easement, public right of way, restrictive or positive covenant, lease, or licence to use or occupy; or
- (d) third party right or interest or any right arising as a consequence of the enforcement of a judgment,

or any agreement to create any of them or allow them to exist.

End Date means the date that is six months after the date of this agreement, or such other date as is agreed by Bidder and Bravura.

Exchange Agreement means an agreement, in a form approved by Bidder (acting reasonably), under which:

- (a) the relevant holder of Bravura Options agrees that their Bravura Options are cancelled or otherwise acquired; and
- (b) Holdco agrees to grant options over unissued ordinary shares in the capital of Holdco to the holder of Bravura Options described in paragraph (a).

Excluded Shareholder means each Ironbridge Entity.

Exclusivity Period means the period from and including the date of this agreement to the earlier of:

- (a) the termination of this agreement in accordance with its terms; and
- (b) the End Date.

Explanatory Memorandum means the explanatory memorandum to be despatched to Bravura Shareholders in relation to the Transaction which must include:

- (a) in respect of the Scheme and the Scheme Meeting, the information to be approved by the Court which must:
 - (i) include the Scheme, an explanatory statement complying with the requirements of the Corporations Act and a notice of meeting and proxy form; and
 - (ii) comply with the Corporations Act, Corporations Regulations, ASIC Regulatory Guide 60 and the Listing Rules; and
- (b) in respect of the Sale Agreement and the General Meeting, information which:
 - (i) includes an explanatory statement complying with the requirements of the Corporations Act and a notice of meeting and proxy form; and
 - (ii) complies with the Corporations Act, Corporations Regulations, ASIC Regulatory Guide 74 and the Listing Rules; and
- (c) the Independent Expert's Report.

Finance Document means each document referred to in the definition of "Finance Document" in the multicurrency facility agreement dated 21 August 2012 between Bravura, Bravura Solutions (UK) Limited, Commonwealth Bank of Australia and others, including, without limitation, the multicurrency facility agreement.

Fairly Disclosed means disclosed in sufficient detail so as to enable a reasonable and sophisticated buyer to identify the nature and scope, budgeted cost (if any) and the intended timing (where applicable) of the relevant matter, event or circumstance (for the avoidance of doubt, this definition does not require that Bidder be able to identify the budgeted cost where such a budget has not been prepared and does not otherwise exist).

FIRB means the Foreign Investment Review Board.

First Court Date means the first day on which an application made to the Court, in accordance with item 9 of schedule 4, for orders under section 411(1) of the Corporations Act convening the Scheme Meeting to consider the Scheme is heard.

Fisher Funds means Fisher Funds Management Limited, a company registered in New Zealand with company number 903800.

General Meeting means the meeting of Bravura Shareholders to be held immediately after the Scheme Meeting for the purposes of considering and approving the Sale Resolution.

Holdco means Stockholm Solutions Holdings Pty Ltd ACN 164 391 128.

Implementation Date means the fifth Business Day following the Record Date.

Incoming Directors means those persons notified in writing by Bidder to Bravura by 5.00pm on the day before the Second Court Date.

Independent Expert means the independent expert appointed by Bravura under item 3 of schedule 4.

Independent Expert's Report means the report of the Independent Expert to be prepared pursuant to this agreement complying with ASIC Regulatory Guide 111 under which the Independent Expert will provide an opinion as to whether:

- (a) the Scheme is fair and reasonable to, and in the best interests of, Scheme Shareholders;
- (b) the advantages of the Sale Resolution outweigh the disadvantages of the Sale Resolution for Scheme Shareholders; and
- (c) Transaction is in the best interests of Scheme Shareholders.

A person is **Insolvent** if:

- (a) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act); or
- (b) it is in liquidation, in provisional liquidation, under administration or wound up or has had a Controller appointed to any part of its property; or
- (c) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the other parties to this agreement); or
- (d) an application or order has been made (and in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of (a), (b) or (c) above; or
- (e) it is taken (under section 459F(1) of the Corporations Act) to have failed to comply with a statutory demand; or
- (f) it is the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act (or it makes a statement from which another party to this agreement reasonably deduces it is so subject); or
- (g) it is otherwise unable to pay its debts when they fall due; or
- (h) something having a substantially similar effect to (a) to (g) happens in connection with that person under the law of any jurisdiction.

Input Tax Credit has the meaning it has in the GST Act.

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Ironbridge Entities means Carp A, Carp B and Carp NV and **Ironbridge Entity** means any one of them.

Ironbridge Fund II means Ironbridge Fund II private equity fund including the following investing entities:

- (a) Ironbridge Capital II A Pty Limited as trustee for Ironbridge Fund II A;
- (b) Ironbridge Capital II B Pty Limited as trustee for Ironbridge Fund II B; and
- (c) Ironbridge Capital II LP as represented by Ironbridge Capital II G.P. Limited.

Listing Rules means the listing rules of ASX.

Losses means all claims, demands, damages, losses, costs, expenses and liabilities.

Material Contract means a contract or commitment (or a series of related contracts or commitments) involving or reasonably expected to involve:

- (a) expenditure of a member of the Bravura Group (either alone or together with any other member of the Bravura Group) of more than \$5,000,000; or
- (b) revenue to a member of the Bravura Group (either alone or together with any other member of the Bravura Group) of more than \$5,000,000,

in each case, over the term of the contract or commitment.

Outgoing Directors means those directors of Bravura specified by notice in writing by Bidder to Bravura by 5.00pm on the day before the Second Court Date.

Record Date means 5.00pm on the fifth Business Day following the Effective Date or such other date as Bravura and Bidder agree.

Register means the share register of Bravura and **Registry** has a corresponding meaning.

Regulator's Draft means the draft of the Explanatory Memorandum in a form acceptable to Bidder and Bravura, which is provided to ASIC for approval pursuant to section 411(2) of the Corporations Act.

Regulatory Approval means any approval of a Regulatory Authority to the Transaction or any aspect of it which Bidder, acting reasonably, determines is necessary or desirable to implement the Transaction.

Regulatory Authority includes:

- (a) ASX, ACCC, ASIC, FIRB;
- (b) a government or governmental, semi-governmental or judicial entity or authority;
- (c) a minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government; and
- (d) any regulatory organisation established under statute.

Regulatory Review Period means the period from the date on which the Regulator's Draft is submitted to ASIC to the date on which ASIC confirms that it does not intend to make any submissions at the Court hearing on the First Court Date or otherwise object to the Scheme.

Related Body Corporate has the meaning it has in the Corporations Act, except that the term 'subsidiary' used in the Corporations Act has the meaning ascribed in 'Subsidiary' in this agreement.

Relevant Interest has the meaning it has in the Corporations Act.

Representative means any person acting for or on behalf of a party including any director, officer, employee, agent, contractor or professional advisor of a party.

Sale Agreement means the share sale agreement entered into on or about the date of this agreement between Bidder, Holdco and the Ironbridge Entities pursuant to which, on the terms and subject to the conditions of that agreement, Bidder has agreed to purchase the Sale Shares.

Sale Resolution means the resolution to be put at the General Meeting to Bravura Shareholders entitled to vote to approve completion of the transactions contemplated by the Sale Agreement in accordance with item 7, section 611 of the Corporations Act.

Sale Shares means the:

- (a) 70,682,089 Bravura Shares held by Carp A;
- (b) 70,682,089 Bravura Shares held by Carp B; and
- (c) 272,521,938 Bravura Shares held by Carp NV.

Scheme means the scheme of arrangement under part 5.1 of the Corporations Act under which all the Scheme Shares will be transferred to Bidder substantially in the form of Annexure A, together with any amendment or modification made pursuant to section 411(6) of the Corporations Act.

Scheme Consideration means, for each Scheme Share, \$0.28, less the amount of any dividend, return of capital or other distribution declared or paid by Bravura on or before the Implementation Date.

Scheme Meeting means the meeting to be convened by the Court at which Scheme Shareholders will vote on the Scheme.

Scheme Shares means Bravura Shares held by a Scheme Shareholder.

Scheme Shareholder means each person who is a Bravura Shareholder at the Record Date other than an Excluded Shareholder.

Second Court Date means the day on which the Court makes an order pursuant to section 411(4)(b) of the Corporations Act approving the Scheme.

Specified Events means an event, occurrence or matter that:

- (a) occurs after the date of this agreement;
- (b) occurs before the date of this agreement but is only announced or publicly disclosed after the date of this agreement; or

- (c) will or is reasonably likely to occur after the date of this agreement and which has not been publicly announced prior to the date of this agreement.

Subsidiary has the meaning it has in the Corporations Act, but so that:

- (a) a trust may be a 'Subsidiary', for the purposes of which any units or other beneficial interests will be deemed shares; and
- (b) a corporation or trust may be a 'Subsidiary' of a trust if it would have been a Subsidiary if that trust were a corporation.

Superior Proposal means a publicly announced Competing Proposal which the Bravura Independent Directors, acting in good faith, and after taking advice from their legal and financial advisers, determines:

- (a) is reasonably capable of being completed without any undue delay taking into account all aspects of the Competing Proposal; and
- (b) would, if consummated in accordance with its terms, but without assuming away the risk of non-completion, result in a transaction which is more favourable to Scheme Shareholders than the terms of the Transaction; and
- (c) that failure to recommend to Scheme Shareholders would be reasonably likely to constitute a breach of the fiduciary duties of the directors of Bravura.

Tax Invoice has the meaning it has in the GST Act.

Timetable means the timetable set out in schedule 3, subject to any amendments as Bidder and Bravura may agree in writing.

Transaction means the acquisition of Bravura Shares by Bidder through:

- (a) the implementation of the Scheme in accordance with the terms of this agreement; and
- (b) completion of the Sale Agreement in accordance with its terms.

Transaction Implementation Committee means the committee established in accordance with clause 5.2.

1.2 References to certain general terms

Unless the contrary intention appears, a reference in this agreement to:

- (a) **(variations or replacement)** a document (including this agreement) includes any variation or replacement of it;
- (b) **(clauses, annexures and schedules)** a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this agreement;
- (c) **(reference to statutes)** a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) **(law)** law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them,

and consolidations, amendments, re-enactments or replacements of any of them);

- (e) **(singular includes plural)** the singular includes the plural and vice versa;
- (f) **(person)** the word "person" includes an individual, a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any Regulatory Authority;
- (g) **(executors, administrators, successors)** a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (h) **(two or more persons)** an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;
- (i) **(jointly and severally)** an agreement, representation or warranty by two or more persons binds them jointly and each of them individually;
- (j) **(reference to a group of persons)** a group of persons or things is a reference to any two or more of them jointly and to each of them individually;
- (k) **(dollars)** Australian dollars, dollars, A\$ or \$ is a reference to the lawful currency of Australia;
- (l) **(calculation of time)** a period of time dating from a given day or the day of an act or event, is to be calculated exclusive of that day;
- (m) **(reference to a day)** a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (n) **(accounting terms)** an accounting term is a reference to that term as it is used in accounting standards under the Corporations Act, or, if not inconsistent with those standards, in accounting principles and practices generally accepted in Australia;
- (o) **(meaning not limited)** the words "include", "including", "for example" or "such as" when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind; and
- (p) **(time of day)** time is a reference to Sydney time.

1.3 Next day

If an act under this agreement to be done by a party on or by a given day is done after 5.30 pm on that day, it is taken to be done on the next day.

1.4 Next Business Day

If an event must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day.

1.5 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this agreement.

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2 Agreement to propose and implement Scheme

2.1 Bravura to propose Scheme

Bravura agrees to propose the Scheme on and subject to the terms and conditions of this agreement.

2.2 Bidder to assist with Scheme

Bidder agrees to assist Bravura to propose the Scheme on and subject to the terms and conditions of this agreement.

2.3 Agreement to implement Transaction

The parties agree to implement the Transaction on the terms and conditions of this agreement.

3 Conditions precedent

3.1 Conditions precedent

Subject to this clause 3, the obligations of Bidder under clause 4.2 are conditional on the satisfaction of each of the Conditions Precedent contained in schedule 2 to the extent and in the manner set out in clauses 3.2 and 3.4.

3.2 Benefit of certain Conditions Precedent

A Condition Precedent may only be waived in writing by a party entitled to the benefit of that Condition Precedent as noted in the table set out in schedule 2 and will be effective only to the extent specifically set out in that waiver.

A party entitled to waive the breach or non-fulfilment of a Condition Precedent under this clause 3.2 may do so in its absolute discretion.

3.3 Waiver of Conditions Precedent

If either Bravura or Bidder waives the breach or non-fulfilment of a Condition Precedent in accordance with this clause, then:

- (a) subject to subclause 3.3(b), that waiver precludes that party from suing the other for any breach of this agreement arising as a result of the breach or non-fulfilment of that Condition Precedent or arising from the same event which gave rise to the breach or non-fulfilment of that Condition Precedent; but
- (b) if the waiver of the Condition Precedent is itself conditional and the other party:
 - (i) accepts the condition, the terms of that condition apply notwithstanding any inconsistency with subclause 3.3(a); or
 - (ii) does not accept the condition, the Condition Precedent has not been waived.

3.4 Reasonable endeavours

Bravura must, except in relation to the Conditions Precedent specified in items 1(b) and 10 of schedule 2, and Bidder must, except in relation to the Conditions

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Precedent specified in items 7, 8 and 9 of schedule 2, use reasonable endeavours to procure that:

- (a) each of the Conditions Precedent:
 - (i) is satisfied as soon as practicable after the date of this agreement; and
 - (ii) continues to be satisfied at all times until the last time it is to be satisfied (as the case may require); and
- (b) there is no occurrence that would prevent the Conditions Precedent being satisfied.

3.5 Regulatory matters

Without limiting clause 3.4, each party:

- (a) **(Regulatory Approvals)** must promptly apply for all relevant Regulatory Approvals and take all steps it is responsible for as part of the approval process, including responding to requests for information at the earliest practicable time;
- (b) **(progress of Regulatory Approvals)** keep the other party reasonably informed of progress in relation to each Regulatory Approval (including in relation to any matters raised by, or conditions or other arrangements proposed by, or to, any Regulatory Authority in relation to a Regulatory Approval);
- (c) **(assistance)** provide the other party with all assistance and information that it reasonably requests in connection with an application for a Regulatory Approval to be lodged by that other party,

provided that:

- (d) the party applying for a Regulatory Approval may withhold or redact information or documents from the other party if and to the extent that they are either confidential to a third party or commercially sensitive and confidential to the applicant; and
- (e) neither party is required to disclose materially commercially sensitive information to the other party.

3.6 Notices in relation to Conditions Precedent

Each party must:

- (a) **(notice of satisfaction)** promptly notify the other of satisfaction of a Condition Precedent and must keep the other informed of any material development of which it becomes aware that may lead to the breach or non-fulfilment of a Condition Precedent;
- (b) **(notice of failure)** promptly give written notice to the other of a breach or non-fulfilment of a Condition Precedent, or of any event which will prevent a Condition Precedent being satisfied; and
- (c) **(notice of waiver)** upon receipt of a notice given under clause 3.6(b), give written notice to the other party as soon as possible (and in any event before 8.00am on the Second Court Date) as to whether or not it waives the breach or non-fulfilment of any Condition Precedent resulting

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from the occurrence of that event, specifying the Condition Precedent in question.

3.7 Effect of waiver or non-fulfilment

A waiver of such breach or non-fulfilment in respect of one Condition Precedent does not constitute:

- (a) a waiver of the breach or non-fulfilment of any other Condition Precedent resulting from the same event; or
- (b) a waiver of the breach or non-fulfilment of that Condition Precedent resulting from any other event.

3.8 Consultation on failure of Condition Precedents

If:

- (a) there is a breach or non-fulfilment of a Condition Precedent which is not waived in accordance with this agreement by the time or date specified in this agreement for the satisfaction of the Condition Precedent;
- (b) there is an act, failure to act or occurrence which will prevent a Condition Precedent being satisfied by the time or date specified in this agreement for the satisfaction of the Condition Precedent (and the breach or non-fulfilment which would otherwise occur has not already been waived in accordance with this agreement); or
- (c) if the Scheme has not become Effective by the End Date,

then the parties must consult in good faith with a view to determining whether:

- (d) the Scheme may proceed by way of alternative means or methods;
- (e) to extend the relevant time for satisfaction of the Condition Precedent or to adjourn or change the date of an application to the Court; or
- (f) to extend the End Date.

3.9 Failure to agree

If the parties are unable to reach agreement under clause 3.8 within 5 Business Days (or any shorter period ending at 5.00pm on the day before the Second Court Date):

- (a) subject to subclause 3.9(b), either party may terminate this agreement (and such termination will be in accordance with clause 14.1(e)(i)); or
- (b) if a Condition Precedent may be waived and exists for the benefit of one party only, that party only may waive that Condition Precedent or terminate this agreement (and such termination will be in accordance with clause 14.1(e)(ii)),

in each case before 8.00am on the Second Court Date. A party will not be entitled to terminate this agreement pursuant to this clause 3.9 if the relevant Condition Precedent has not been satisfied or agreement cannot be reached as a result of:

- (c) a breach of this agreement by that party; or

- (d) a deliberate act or omission of that party.

4 Outline of Scheme

4.1 Scheme

Subject to the terms and conditions of this agreement, the Scheme and the Deed Poll, on the Implementation Date:

- (a) all of the Scheme Shares will be transferred to Bidder; and
- (b) Scheme Shareholders will be entitled to receive the Scheme Consideration.

4.2 Scheme Consideration

Bidder covenants in favour of Bravura (in its own right and on behalf of each Scheme Shareholder) that in consideration of the transfer to Bidder of each Scheme Share held by a Scheme Shareholder, Bidder will, by 12.00 noon on the Implementation Date, pay to Bravura (as agent for each Scheme Shareholder) the Scheme Consideration.

4.3 Payment to Scheme Shareholders

Bravura must:

- (a) receive in a trust account in accordance with the Scheme and as agent for each Scheme Shareholder, the payment referred to in clause 4.2;
- (b) pay to each Scheme Shareholder such moneys as each Scheme Shareholder is entitled to receive in accordance with the Scheme; and
- (c) otherwise comply with its obligations under the Scheme.

4.4 Bravura Options

Bravura must use its reasonable endeavours to cause the Bravura Options to either be:

- (a) cancelled for cash under a cancellation deed; or
- (b) cancelled or otherwise acquired under an Exchange Agreement,

in each case on the Scheme becoming Effective, including by taking the following steps:

- (c) entering into cancellation deeds or Exchange Agreements on terms acceptable to Bidder (acting reasonably);
- (d) applying to ASX for a waiver of Listing Rule 6.23 to allow any relevant Bravura Options to be cancelled for consideration;
- (e) obtaining Bidder's prior approval to the form of the waiver application; and
- (f) consulting with Bidder on all matters relating to the waiver application,

provided that any consideration to be paid or given by Bravura on cancellation or acquisition:

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- (g) is provided by or on behalf of Bidder (as Bidder determines); and
- (h) in the case of any cash payable under a cancellation deed, the amount is no higher than the Scheme Consideration (less any exercise price or other payment required to be paid by the holder of a Bravura Option in order to exercise that Bravura Option) that would have been payable to the holder of a Bravura Option under the Scheme had that Bravura Option become vested and the holder become entitled to participate in the Scheme in respect of the Bravura Share issued on exercise of the Bravura Option.

If a waiver from Listing Rule 6.23 is not obtained, Bravura must use its reasonable endeavours to allow Bidder to directly agree with holders of Bravura Options to acquire or (to the extent permitted by law) cancel their Bravura Options or an arrangement whereby those holders of Bravura Options would irrevocably undertake not to exercise their Bravura Options.

4.5 No variation and performance

Bravura will:

- (a) not, without Bidder's written consent, amend, vary or waive any right under any cancellation deed or Exchange Agreement after it is entered into; and
- (b) perform its obligations under each cancellation deed or Exchange Agreement entered into and otherwise enforce its rights under those documents.

5 Co-operation and timing

5.1 General obligations

Bravura and Bidder must each:

- (a) use all reasonable endeavours and commit necessary resources (including management and corporate relations resources and the resources of external advisers); and
- (b) procure that its officers and advisers work in good faith and in a timely and co-operative fashion with the other party (including by attending meetings and by providing information),

to produce the Explanatory Memorandum and implement the Scheme as soon as reasonable practicable and in accordance with the Timetable.

5.2 Transaction Implementation Committee

- (a) The parties must establish a Transaction Implementation Committee as soon as possible after the date of this agreement. The role of the Transaction Implementation Committee will be to act as a forum for consultation and planning by parties to implement the Transaction.
- (b) Subject to this agreement, nothing in this clause 5.2 requires either party to act at the direction of the other. The business of each party will continue to operate independently from the other until the Implementation Date. The parties agree that nothing in this agreement constitutes the relationship of a partnership or a joint venture between the parties.

5.3 Access to people and Bravura Information

Between the date of this agreement and the earlier of 5.00pm on the Business Day immediately before the Second Court Date and the date this agreement is terminated, Bravura must promptly provide Bidder and its officers and advisers with reasonable access to Bravura's officers and advisers and documents, records, and other information (subject to any existing confidentiality obligations owed to third parties, applicable privacy laws, valid claims of legal professional privilege or other applicable laws) which Bidder reasonably requires, provided that such access must not place an unreasonable burden on the ability of any member of the Bravura Group to operate its business.

5.4 Bidder's right to separate representation

Bidder is entitled to separate representation at all Court proceedings relating to the Scheme. Nothing in this agreement is to be taken to give Bravura any right or power to make or give undertakings to the Court for or on behalf of Bidder.

6 Implementation**6.1 Bravura's obligations**

Bravura must comply with the obligations of Bravura set out in schedule 4 and take all reasonable steps to implement the Transaction as soon as is reasonably practicable.

6.2 Bidder's obligations

Bidder must comply with the obligations of Bidder set out in schedule 5 and take all reasonable steps to assist Bravura to implement the Transaction as soon as reasonably practicable.

6.3 Recommendation of the Bravura Independent Directors

Subject to clause 6.5, Bravura must procure that each Bravura Independent Director makes a statement that, in the absence of a Superior Proposal and subject to the Independent Expert providing an opinion that the Transaction is in the best interests of Scheme Shareholders:

- (a) each Bravura Independent Director recommends that Scheme Shareholders vote in favour of:
 - (i) the resolution to approve the Scheme; and
 - (ii) the Sale Resolution; and
- (b) confirms that each Bravura Independent Director intends to vote the Bravura Shares in which they have a Relevant Interest in favour of:
 - (i) the resolution to approve the Scheme; and
 - (ii) the Sale Resolution,

in the joint public announcement to be issued in accordance with clause 15.1, the Explanatory Memorandum and in any other material public statement made after the signing of this agreement and relating to the Scheme or the Transaction.

6.4 No withdrawal or modification of recommendation

Subject to clause 6.5, Bravura must use its best endeavours to ensure that:

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- (a) each Bravura Independent Director intends to vote any Bravura Shares in which he has a Relevant Interest in favour of:

- (i) the resolution to approve the Scheme; and
- (ii) the Sale Resolution,

in each case, in the absence of a Superior Proposal and subject to the Independent Expert providing an opinion that the Transaction is in the best interests of Scheme Shareholders; and

- (b) no Bravura Independent Director:

- (i) withdraws or adversely modifies his recommendation of the Scheme as contemplated by clauses 6.3(a) and 6.3(b); or
- (ii) makes any public statement to the effect, or takes (or fails to take) any other action that suggests that he no longer recommends that Scheme Shareholders vote in favour of:
 - (A) the resolution to approve the Scheme; and
 - (B) the Sale Resolution

in each case, in the absence of a Superior Proposal and subject to the Independent Expert providing an opinion that the Transaction is in the best interests of Scheme Shareholders.

6.5 Duties to Bravura Shareholders

A Bravura Independent Director may withdraw or adversely modify his recommendation of the Transaction, and not vote any Bravura Shares in which he has a Relevant Interest in favour of the resolution to approve the Scheme or the Sale Resolution, if:

- (a) the Bravura Independent Directors determine, in good faith and acting reasonably, having received expert advice in writing from their legal and financial advisors, that a Competing Proposal constitutes a Superior Proposal and Bravura has notified Bidder in writing that one or more Bravura Independent Directors intends to withdraw or adversely modify his recommendation of the Transaction and three Business Days has passed since that notification is given;
- (b) the Bravura Independent Directors determine, in good faith and acting reasonably, having received expert advice in writing from their legal and financial advisors, that failing to withdraw or adversely modify (as applicable) their recommendation to Scheme Shareholders would be reasonably likely to constitute a breach of the fiduciary duties of the directors of Bravura; or
- (c) the Independent Expert provides an opinion that the Transaction is not in the best interests of Scheme Shareholders, or adversely changes its opinion that the Transaction is in the best interests of Scheme Shareholders.

6.6 Appointment/retirement of Bravura directors

As soon as reasonably practicable after the Second Court Date, Bravura must use its reasonable endeavours to:

- (a) cause the appointment of each of the Incoming Directors to the Bravura Board; and
- (b) procure that each of the Outgoing Directors retire from the Bravura Board and provide written notice to the effect that they have no claim outstanding for loss of office, remuneration or otherwise against Bravura.

7 Explanatory Memorandum

7.1 Preparation

Without limiting clauses 6.1 or 6.2:

- (a) **(preparation):** Bravura is generally responsible for the preparation of the Explanatory Memorandum but will provide drafts to and consult with Bidder in accordance with clause 7.2;
- (b) **(compliance)** Bidder and Bravura must take all necessary steps to endeavour to ensure that the Explanatory Memorandum:
 - (i) complies with the requirements of (as applicable):
 - (A) the Corporations Act;
 - (B) the Corporations Regulations;
 - (C) ASIC Regulatory Guide 60;
 - (D) ASIC Regulatory Guide 74; and
 - (E) the Listing Rules;
 - (ii) is not, having regard to applicable disclosure requirements, misleading or deceptive in any material respect (including because of any material omission).

7.2 Content of Explanatory Memorandum

Bravura must:

- (a) **(consult with Bidder):**
 - (i) as soon as reasonably practicable after the date of this agreement, provide to Bidder an initial draft of the Explanatory Memorandum, for the purpose of enabling Bidder to review and comment on that draft document;
 - (ii) provide to Bidder amended drafts of the Explanatory Memorandum as reasonably agreed for the purpose of enabling Bidder to review and comment on those drafts;
 - (iii) take comments made by Bidder into account in good faith when producing revised drafts of the Explanatory Memorandum; and
 - (iv) provide to Bidder a revised penultimate draft of the Explanatory Memorandum within a reasonable time before the Regulator's Draft is finalised and to enable Bidder to review the Regulator's Draft at least two Business Days before its submission;

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- (b) **(amend Explanatory Memorandum)** implement such changes to those parts of the Explanatory Memorandum relating to the Bidder Group which are provided in accordance with clause 7.2(a) as reasonably requested by Bidder and prior to finalising the Regulator's Draft (provided that Bravura will have no obligation to implement any changes requested to the Independent Expert's Report other than corrections of fact relating to the Bidder Group);
- (c) **(Regulatory Review Period)** during the Regulatory Review Period:
 - (i) promptly provide to Bidder, and include in a revised draft of the Explanatory Memorandum, any new information not included in the Regulator's Draft which is required by the Corporations Act, Corporations Regulations, ASIC Regulatory Guide 60, ASIC Regulatory Guide 74 or the Listing Rules to be included in the Explanatory Memorandum; and
 - (ii) keep Bidder informed of any matters raised by ASIC in relation to the Explanatory Memorandum and use all reasonable endeavours, in co-operation with Bidder, to resolve any such matters;
- (d) **(Bidder Information)** obtain approval from Bidder for the form and context in which the Bidder Information appears in the Explanatory Memorandum before:
 - (i) providing the Regulator's Draft to ASIC for approval pursuant to section 411(2) of the Corporations Act; and
 - (ii) requesting that ASIC registers the explanatory statement included in the Explanatory Memorandum in accordance with item 10 of schedule 4.

Bidder must consult with Bravura as to the content of the Bidder Information.

7.3 Bidder information

Bidder:

- (a) consents to the inclusion of the Bidder Information in the Explanatory Memorandum; and
- (b) acknowledges that:
 - (i) it is responsible for ensuring that the Bidder Information is not misleading or deceptive in any material respect (whether by omission or otherwise) and that Bravura will not verify or edit that information in the Explanatory Memorandum; and
 - (ii) the Explanatory Memorandum will state that Bidder is responsible for the Bidder Information.

7.4 Disagreement on content

If Bidder and Bravura disagree on the form or content of the Explanatory Memorandum, they must consult in good faith to try to settle an agreed form of the Explanatory Memorandum. If complete agreement is not reached after reasonable consultation, then:

- (a) if the disagreement relates to the form or content of the Bidder Information contained in the Explanatory Memorandum, Bravura will make such amendments as Bidder reasonably requires; and
- (b) if the disagreement relates to the form or content of any other part of the Explanatory Memorandum, the Bravura Independent Directors will, acting in good faith, decide the final form or content of the disputed part of the Explanatory Memorandum.

7.5 Verification

Each party must undertake appropriate verification processes for the information supplied by that party for the Explanatory Memorandum.

8 Sale Agreement

8.1 Background relating to Sale Agreement

Bidder and Bravura acknowledge that:

- (a) at or around the time of execution of this agreement, Bidder, Holdco and the Ironbridge Entities will enter into the Sale Agreement;
- (b) the conditions precedent to completion occurring under the Sale Agreement will be:
 - (i) **(Sale Resolution)** Bravura Shareholders who are entitled to vote passing the Sale Resolution by the requisite majority in accordance with the Corporations Act; and
 - (ii) **(Effective Date)** the Effective Date occurring under this agreement; and
- (c) in consideration of each Ironbridge Entity transferring its Bravura Shares to Bidder, under the Sale Agreement Holdco must issue shares to each Ironbridge Entity in the proportions (as between themselves) that those Ironbridge Entities hold Bravura Shares at the date of this agreement.

8.2 Completion of Sale Agreement

Bidder and Bravura acknowledge that under the Sale Agreement, subject to the satisfaction of all conditions precedent to the Sale Agreement, completion of the Sale Agreement is to occur on the Implementation Date, immediately following Implementation.

8.3 Outcome of Scheme and Sale Agreement

Bidder and Bravura acknowledge that following Implementation and completion occurring under the Sale Agreement, Bidder will own 100% of the Bravura Shares.

8.4 No control over disposal or voting

Notwithstanding any other provision of this agreement, nothing in this agreement will give Bravura any power to exercise or control the exercise of a right to vote, or to dispose of or control the exercise of a power to dispose of, any Bravura Shares held by the Ironbridge Entities, or otherwise give Bravura a Relevant Interest in any such Bravura Shares.

9 Conduct of business

9.1 Overview

From the date of this agreement up to and including the Implementation Date, Bravura must conduct its business in the ordinary and proper course consistent with any business plans and budgets made public or disclosed to Bidder prior to the date of this agreement and in substantially the same manner as previously conducted.

9.2 Specific obligations

Without limiting clause 9.1 and other than with the prior approval of Bidder (which approval must not be unreasonably withheld or delayed) or as required by this agreement, Bravura must, during the period contemplated by clause 9.1, use all reasonable endeavours to:

- (a) **(business and assets)** maintain the condition of its business and assets;
- (b) **(officers and employees)** keep available the services of its officers and employees;
- (c) **(relationships)** preserve its relationships with customers, suppliers, licensors, licensees, joint venturers and others with whom it has business dealings;
- (d) **(change of control provisions)** identify any change of control or similar provisions in any significant contracts (including all Material Contracts) or any joint venture documentation and obtain the consents of relevant persons who have rights in respect of those persons to the transactions contemplated by the Transaction;
- (e) **(financial reports)** provide, in a timely manner, regular reports on the financial affairs of the Bravura Group, including the provision of the Bravura Group's monthly management accounts; and
- (f) **(consultation)** regularly consult with Bidder on the manner of conduct of the business.

9.3 Prohibited actions

Other than with the prior approval of Bidder (which approval must not be unreasonably withheld or delayed) or as required by this agreement Bravura must not, during the period referred to in clause 9.1:

- (a) **(contracts or commitments)** enter into any contract or commitment involving annual expenditure in excess of \$2,000,000, other than in the ordinary course of business;
- (b) **(acquisitions or disposals)** acquire or dispose of, or agree to acquire or dispose of, any business, assets (including shares or other securities), entity or undertaking the value of which exceeds \$2,000,000, other than in the ordinary course of business;
- (c) **(employment agreements)** increase the remuneration of or pay any bonus (other than in accordance with existing arrangements and in the ordinary course of business) or issue any securities or options to, or otherwise vary the employment agreements with, any of its directors or employees;

- (d) **(accelerate rights)** accelerate the rights of any of its directors or employees to benefits of any kind;
- (e) **(termination payments)** pay a director, executive or employee a termination payment, other than as provided for in an existing employment contract which has been disclosed in the Due Diligence Material;
- (f) **(financial arrangements)** amend in any material respect any arrangement with its financiers, cancel (or enter into any arrangement to cancel) any indebtedness for money owed to a member of the Bravura Group, or waive any claim or right in respect of such indebtedness, or raise any new financial accommodation;
- (g) **(dividends)** announce, declare or pay any dividends or other distributions;
- (h) **(Bravura Prescribed Event)** take any action which would be reasonably expected to give rise to a Bravura Prescribed Event;
- (i) **(information technology)** take any action in respect of its information technology systems which would have a material impact on those systems; or
- (j) **(agreement)** agree to do any of the matters set out above.

9.4 Liability of Bravura directors, officers and employees

To the maximum extent permitted by law, Bidder releases all rights against, and agrees that it will not make any claim against, the respective past or present directors, officers and employees of any member of the Bravura Group in relation to:

- (a) information provided to Bidder by or on behalf of the Bravura Group in relation to the Transaction; and
- (b) any breach of any representations, covenants and warranties of Bravura in this agreement,

to the extent that the relevant director, officer or employee has acted without negligence, in good faith and has not engaged in wilful misconduct.

9.5 Liability of Bidder Indemnified Parties

To the maximum extent permitted by law, Bravura releases all rights against, and agrees that it will not make any claim against any Bidder Indemnified Parties (other than the Bidder) in relation to:

- (a) information provided to Bravura by or on behalf of any Bidder Indemnified Party in relation to the Transaction; and
- (b) any breach of any representations, covenants and warranties of Bidder in this agreement,

to the extent that the relevant Bidder Indemnified Party (other than Bidder) has acted without negligence, in good faith and has not engaged in wilful misconduct.

9.6 Deeds of access, indemnity and insurance

- (a) Bravura will, within the time period set out in paragraph 2.4 of Bravura's existing directors' and officer's insurance policy, make an application

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contemplated by paragraph 2.4 of that policy to effect run off insurance cover for each beneficiary under that policy.

- (b) After the Implementation Date, Bidder must procure that Bravura and each member of the Bravura Group preserve the indemnities and other rights under the deeds of indemnity, access and insurance made by them in favour of their respective directors and officers from time to time and, in particular, must not take any action (other than as required by law or as required by any contract binding on Bidder) which would prejudice or adversely affect any directors and officers' run off insurance cover taken out prior to the Implementation Date.

9.7 Compliance with law and benefit

The undertakings contained in clauses 9.4, 9.5 and 9.6 are subject to any restriction under the Corporations Act or any other applicable legislation and will be read down accordingly. Bravura receives and holds the benefit of clauses 9.4 and 9.6(b), to the extent it relates to the directors, officers and employees of Bravura and other members of the Bravura Group, as trustee for them. Bidder receives and holds the benefit of clause 9.5, to the extent it relates to the directors, officers and employees of Bidder and other members of the Bidder Group, as trustee for them.

9.8 Notification

If at any time prior to the Implementation Date:

- (a) any Material Contract or a Finance Document is terminated for any reason;
- (b) Bravura has received or given notice of termination of any Material Contract or a Finance Document; or
- (c) Bravura becomes aware that it or one of its Subsidiaries is in default under a Material Contract or a Finance Document, or that something has occurred which is or would with the giving of notice or lapse of time constitute an event of default, review event, prepayment event or similar event, or give another party thereto a termination right or right to accelerate any right or obligation, under any Material Contract or a Finance Document,

Bravura must promptly notify the Bidder in writing.

10 Exclusivity

10.1 No existing discussions

Bravura represents and warrants that, other than the discussions with Bidder in respect of the Transaction, it is not currently in negotiations or discussions in respect of any Competing Proposal with any person.

10.2 No-shop

During the Exclusivity Period, Bravura must ensure that neither it nor any of its Related Bodies Corporate or Representatives directly or indirectly:

- (a) solicits, invites, encourages or initiates any enquiries, negotiations or discussions; or

- (b) communicates any intention to do any of these things,

with a view to obtaining any offer, proposal or expression of interest from any person in relation to, or which may reasonably be expected to lead to, a Competing Proposal.

Nothing in this clause 10.2 prevents the Bravura from continuing to make normal presentations to, and to respond to enquiries from, brokers, portfolio investors and analysts in the ordinary course in relation to the Transaction or its business generally.

10.3 No-talk

Subject to clause 10.6, during the Exclusivity Period, Bravura must ensure that neither it nor any of its Related Bodies Corporate or Representatives:

- (a) negotiates or enters into; or
- (b) participates in negotiations or discussions with any other person regarding,

a Competing Proposal, even if that person's Competing Proposal was not directly or indirectly solicited, invited, encouraged or initiated by Bravura or any of its Related Bodies Corporate or Representatives or the person has publicly announced the Competing Proposal.

10.4 Notice of unsolicited approach

- (a) During the Exclusivity Period, Bravura must promptly notify Bidder if it or any of its Related Bodies Corporate or Representatives:
 - (i) receives any unsolicited approach with respect to any Competing Proposal, must disclose to Bidder all material details of the Competing Proposal, including details of the proposed bidder or acquirer;
 - (ii) receives any request for information relating to Bravura or any of its Related Bodies Corporate or any of their businesses or operations or any request for access to the books or records of Bravura or any of its Related Bodies Corporate, which Bravura has reasonable grounds to suspect may relate to a current or future Competing Proposal; or
 - (iii) provides any information relating to Bravura or any of its Related Bodies Corporate or any of their businesses or operations to any person in connection with or for the purposes of a current or future Competing Proposal.
- (b) A notice given under clause 10.4(a) must be accompanied by all material details of the Competing Proposal or other relevant event, including the identity of the third party making the Competing Proposal and to the extent relevant and known, details of the proposed price, conditions, timing and break fee (if any) ("**Competing Proposal Notice**").
- (c) Bravura must provide Bidder with regular updates on the status of any Competing Proposal or other relevant event notified under clause 10.4(a).
- (d) Bravura's obligations under this clause 10.4 and clause 10.5 apply in respect of each new Competing Proposal and any material variation or amendment to a Competing Proposal.

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10.5 Right to match

- (a) Bravura must not, and must procure that its Representatives do not:
 - (i) enter into any legally binding agreement, arrangement or understanding to implement a Competing Proposal; or
 - (ii) withdraw its recommendation in favour of the Transaction or publicly recommend a Competing Proposal,
 unless Bravura has provided Bidder with:
 - (iii) a Competing Proposal Notice; and
 - (iv) three Business Days after the provision of the Competing Proposal Notice to propose an amendment to the Transaction or propose a new scheme of arrangement or transaction which matches or exceeds the Competing Proposal ("**Bidder Counter Proposal**").
- (b) If the Bravura Independent Directors determine that a Bidder Counter Proposal is no less favourable to Scheme Shareholders than the Competing Proposal, then Bravura and Bidder must use their best endeavours to agree and enter into such documentation as is necessary to give effect to and implement the Bidder Counter Proposal as soon as reasonably practicable, and Bravura must use its best endeavours to procure that the Bravura Independent Directors:
 - (i) unanimously recommend the Bidder Counter Proposal to Scheme Shareholders (which recommendation may be expressed as being subject to a Superior Proposal and the Independent Expert providing an opinion that the Bidder Counter Proposal is in the best interests of Scheme Shareholders); and
 - (ii) not recommend the applicable Competing Proposal,
 subject in each case to the same qualifications set out in clause 6.5 (on the basis that references to the "Transaction" are read as including the amendments required to reflect the "Bidder Counter Proposal").

10.6 Fiduciary exceptions

Each of clause 10.3 and clause 10.4 does not apply to the extent that it restricts Bravura, the Bravura Board or the Bravura Independent Directors from taking or refusing to take any action with respect to a bona fide Competing Proposal (which was not solicited, invited, encouraged or initiated by Bravura in contravention of clause 10.2) provided that the Bravura Board has, or the Bravura Independent Directors have, determined in good faith and acting reasonably that:

- (a) after consultation with its financial advisers, such a bona fide Competing Proposal is, or could reasonably be considered to become, a Superior Proposal; and
- (b) after receiving external legal advice, that failing to respond to such a bona fide Competing Proposal would:
 - (i) be reasonably likely to constitute a breach of the fiduciary or statutory obligations of the Bravura Board or Bravura Independent Directors; or

- (ii) otherwise be unlawful,

and provided further that nothing in this clause 10.6 detracts from Bravura's obligations under clause 10.5.

10.7 Legal advice

Bravura acknowledges that it has received legal advice on this agreement and the operation of this clause 10.

11 Break Fee

11.1 Background

This clause 11 has been agreed in circumstances where:

- (a) Bidder and Bravura believe that the Transaction will provide significant benefits to Bidder, Bravura and their respective investors and shareholders, and Bidder and Bravura acknowledge that, if they enter into this agreement and the Transaction is subsequently not implemented, Bidder will incur significant costs;
- (b) Bidder has requested that provision be made for the payments outlined in clause 11.2, without which Bidder would not have entered into this agreement;
- (c) both the Bravura Board and the board of Bidder believe that it is appropriate for both parties to agree to the payment referred to in this clause 11 to secure Bidder's participation in the Transaction; and
- (d) both parties have received legal advice on this agreement and the operation of this clause 11.

11.2 Payment of the Break Fee

Bravura agrees to pay to Bidder the Break Fee if:

- (a) **(Competing Proposal)** on or before the date that is 6 months after the date of this agreement, a Competing Proposal that is within paragraph (b) of the definition of Competing Proposal completes or is recommended and is the subject of a public announcement;
- (b) **(recommendation of Bravura Independent Directors)** any Bravura Independent Director:
 - (i) fails to recommend the Transaction as contemplated by clauses 6.3(a) or 6.3(b);
 - (ii) withdraws or adversely modifies that recommendation; or
 - (iii) does not vote, or makes any public statement to the effect that they will not vote, any Bravura Shares in which he or she has a Relevant Interest in favour of the resolution to approve the Scheme or the Sale Resolution,

except if the Bravura Independent Director takes (or fails to take) any of the actions set out in paragraphs (i) to (iii) above following the receipt of the Independent Expert's Report where that report states that in the opinion of the Independent Expert the Transaction is not in the best interests of Scheme Shareholders (other than in circumstances where

the Independent Expert reaches that conclusion as a result of a Competing Proposal having been announced or made public);

- (c) **(breach)** Bidder validly terminates this agreement in accordance with clause 14.2(a) (other than as a result of a Bravura Prescribed Event or a Bravura Material Adverse Change);
- (d) **(Prescribed Event or Material Adverse Change)** all of the following are satisfied:
 - (i) a Bravura Prescribed Event or a Bravura Material Adverse Change occurs prior to 8.00am on the Second Court Date; and
 - (ii) this agreement is terminated in accordance with clause 14; and
 - (iii) all of the following apply in relation to the Bravura Prescribed Event or the Bravura Material Adverse Change:
 - (A) the Bravura Prescribed Event or Bravura Material Adverse Change was caused by an action or failure to take some action by Bravura; and
 - (B) had the Bravura Prescribed Event or Bravura Material Adverse Change occurred prior to the date of this agreement, the Bravura Prescribed Event or Bravura Material Adverse Change might reasonably be expected to have resulted in Bidder not entering into this agreement; and
 - (C) Bravura has failed to rectify the Bravura Prescribed Event or Bravura Material Adverse Change within 10 Business Days after receipt of notice from Bidder requiring Bravura to do so.

11.3 No amount payable in certain circumstances

Despite any other term of this agreement:

- (a) no amount is payable under clause 11.2 if the Scheme becomes Effective and if Bidder has received any part of the payment due under clause 11.2, it must refund it within ten Business Days of the Scheme becoming Effective; and
- (b) the Break Fee is only payable once.

11.4 Timing of payment

Bravura must pay Bidder the amount referred to in clause 11.2 within 10 Business Days of receipt by Bravura of a demand for payment from Bidder. The demand may only be made:

- (a) after the occurrence of an event referred to in clauses 11.2(a) to 11.2(c); or
- (b) if all of the circumstances referred to in clause 11.2(d) occur.

11.5 Nature of payment

The amount payable by Bravura to Bidder under clause 11.2 is an amount to compensate Bidder for:

- (a) advisory costs (including costs of legal, financial and other professional advisers in planning and implementing the Transaction, other than success fees);
- (b) costs of management and directors' time in planning and implementing the Transaction;
- (c) costs associated with preparing or entering into the financing arrangements in respect of the Transaction (including any fees that may be payable to debt financiers of any member of the Bidder Group);
- (d) out-of-pocket expenses incurred by Bidder and Bidder's advisers and agents in planning and implementing the Transaction; and
- (e) reasonable opportunity costs incurred by Bidder in pursuing the Transaction or in not pursuing other alternative acquisitions or strategic initiatives which Bidder could have developed to further its business and objectives,

but is without prejudice to and does not limit any rights which Bidder, any Bidder Indemnified Party may have against Bravura.

11.6 Limitation of liability

Notwithstanding any other provision of this agreement but subject to clause 4.2 and clause 11.7:

- (a) the maximum liability of Bravura to Bidder under or in connection with this agreement including in respect of any breach of the agreement will be the Break Fee; and
- (b) a payment by Bravura in accordance with this clause 11.6 represents the sole and absolute liability of Bravura under or in connection with this agreement and no further damages, fees, expenses or reimbursements of any kind will be payable by Bravura in connection with this agreement.

11.7 Compliance with law

If it is finally determined following the exhaustion of all reasonable avenues of appeal to the Takeovers Panel or a Court that all or any part of the amount payable under clause 11.2:

- (a) is unlawful;
- (b) involves a breach of the duties of the Bravura Board or the Bravura Independent Directors ; or
- (c) constitutes unacceptable circumstances within the meaning of the Corporations Act,

then Bravura's obligation to pay the amount payable under clause 11.2 does not apply and if Bidder has received any part of the payment due under clause 11.2, it must refund it within ten Business Days of such final determination.

12 Representations and warranties

12.1 Bravura's representations and warranties

Bravura represents and warrants to Bidder (on its own behalf and separately as trustee or nominee for each director of Bidder) that each of the statements set out in schedule 6 is true and correct as at the date of this agreement and as at 5.00pm on the Business Day immediately prior to the Second Court Date.

12.2 Bravura's indemnity

Bravura indemnifies the Bidder Indemnified Parties against all Losses incurred directly or indirectly as a result of any of the representations and warranties in clause 12.1 not being true and correct.

12.3 Bravura warranty certificate

Bravura must provide to Bidder by 5.00pm on the Business Day immediately prior to the Second Court Date a certificate signed by a Bravura Independent Director and made in accordance with a resolution of the Bravura Independent Directors (on behalf of the Bravura Board) stating, as at that date, that the representations or warranties given by Bravura in clause 12.1 remain true and correct or, if any such representation or warranty is not true and correct as at that date, providing complete particulars of the facts and matters which make the representation or warranty untrue or incorrect.

12.4 Bidder's representations and warranties

Bidder represents and warrants to Bravura (on its own behalf and separately as trustee or nominee for each of the Bravura directors) that each of the statements set out in schedule 7 is true and correct as at the date of this agreement and as at 5.00pm on the Business Day immediately prior to the Second Court Date.

12.5 Bidder's indemnity

Bidder indemnifies the Bravura Indemnified Parties against all Losses incurred directly or indirectly as a result of any of the representations and warranties in clause 12.4 not being true and correct.

12.6 Bidder warranty certificate

Bidder must provide to Bravura by 5.00pm on the Business Day immediately prior to the Second Court Date a certificate signed by a director of Bidder and made in accordance with a resolution of the board of that entity stating, as at that date, that the representations and warranties given by that entity in clause 12.4 remain true and correct or, if any such representation or warranty is not true and correct as at that date, providing complete particulars of the facts and matters which make the representation or warranty untrue or incorrect.

13 Court proceedings

13.1 Appeal process

If the Court refuses to make orders convening the Scheme Meeting or approving the Scheme, Bidder and Bravura must appeal the Court's decision to the fullest extent possible except to the extent that:

- (a) the parties agree otherwise; or

- (b) external legal advisers representing that party in relation to the Scheme indicates that, in their opinion, an appeal would not have a reasonable prospect of success,

in which case either party may terminate this agreement in accordance with clause 14.1(e)(iii).

13.2 Defence of proceedings

Bidder and Bravura must vigorously defend, or must cause to be vigorously defended, any lawsuits or other legal proceeding brought against it (or any of its Subsidiaries) challenging this agreement or the implementation of the Transaction. Neither Bidder nor Bravura will settle or compromise (or permit any of its Subsidiaries to settle or compromise) any claim brought in connection with this agreement without the prior written consent of the other, such consent not to be unreasonably withheld.

13.3 Costs

Any costs incurred as a result of the operation of this clause 13 will be borne equally by Bidder and Bravura.

14 Termination

14.1 Termination events – general

Without limiting any other provision of this agreement (including clauses 3.9 and 13.1), either Bidder or Bravura may terminate this agreement:

- (a) **(End Date)** if the Scheme has not become Effective on or before the End Date; or
- (b) **(Independent Expert)** if the Independent Expert's Report contains an opinion that the Transaction is not in the best interests of Scheme Shareholders;
- (c) **(not approved)** if either the resolution submitted to the Scheme Meeting or the Sale Resolution is not approved by the requisite majority;
- (d) **(restraint)** if a Court or other Regulatory Authority has issued a final and non-appealable order, decree or ruling or taken other action which permanently restrains or prohibits any part of the Transaction; or
- (e) **(consultation or appeal failure)** in accordance with and pursuant to:
 - (i) clause 3.9(a);
 - (ii) clause 3.9(b); or
 - (iii) clause 13.1.

14.2 Termination events – Bidder

Bidder may terminate this agreement, at any time prior to 8.00am on the Second Court Date, if:

- (a) Bravura is in material breach (taken in the context of the Transaction as a whole) of any of clauses 3.4, 4.4, 6.1, 6.3, 6.4, 9.1, 9.2, 9.3, 10 or 12.1 and Bidder has given notice to Bravura setting out the relevant

circumstances and the relevant circumstances continue to exist five Business Days (or any shorter period ending at 8.00am on the Second Court Date) after the time such notice is given; or

- (b) a Bravura Independent Director:
 - (i) changes his recommendation to Scheme Shareholders that they will vote in favour of the resolution to approve the Scheme and the Sale Resolution, including any adverse modification to his recommendation; or
 - (ii) does not vote, or makes any public statement to the effect that they will not vote, any Bravura Shares in which he or she has a Relevant Interest in favour of the resolution to approve the Scheme or the Sale Resolution;
- (c) Fisher Funds withdraws or adversely modifies the confirmations attributed to it in Bravura's announcement dated 28 June 2013 in respect of the Bravura Shares that Fisher Funds indirectly or directly holds, owns, controls or represents;
- (d) a person (other than an Ironbridge Entity or member of the Bidder Group or any of their respective Associates) acquires a Relevant Interest in more than 20% of the Scheme Shares and:
 - (i) that person either publicly indicates, or confirms in writing to Bravura, or any of the Bidder Indemnified Parties, that it will cause those Scheme Shares to be voted against the Scheme or the Sale Resolution; or
 - (ii) the Bidder otherwise determines, after consulting in good faith with Bravura, that the person will cause those Scheme Shares to be voted against the Scheme or the Sale Resolution; or
- (e) a member of the Bravura Group becomes Insolvent.

14.3 Termination Events – Bravura

Bravura may terminate this agreement, at any time prior to 8.00am on the Second Court Date, if:

- (a) Bidder is in material breach (taken in the context of the Transaction as a whole) of any of clauses 3.4, 6.2 or 12.4 and Bravura has given notice to Bravura setting out the relevant circumstances and the relevant circumstances continue to exist five Business Days (or any shorter period ending at 8.00am on the Second Court Date) after the time such notice is given;
- (b) a Superior Proposal arises and a majority of the Bravura Board, or the Bravura Independent Directors, publicly recommend that the Superior Proposal is in the best interests of Scheme Shareholders and, if required to pay the Break Fee as a result of such withdrawal, Bravura has paid the Break Fee; or
- (c) a member of the Bidder Group becomes Insolvent.

14.4 Termination by agreement

The parties may terminate this agreement by written agreement between them.

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14.5 Termination

Where a party has a right to terminate this agreement, that right for all purposes will be validly exercised if the party delivers a notice in writing to the other party stating that it terminates this agreement.

14.6 Effect of Termination

In the event that a party terminates this agreement, or if this agreement otherwise terminates in accordance with its terms, then in either case all further obligations of the parties under this agreement, other than the obligations set out in clauses 11, 13, 14.7, 15, 16, 17, 18 and 19, will immediately cease to be of further force and effect without further liability of any party to the other, provided that nothing in this clause releases any party from liability for any pre-termination breach of this agreement.

14.7 Damages

In addition to the right of termination under clause 14.1 where there is no appropriate remedy for the breach in the agreement (other than termination), the non-defaulting party is entitled to damages for Losses suffered by it and expenses incurred by it as a result of the breach of the terms of this agreement.

15 Public announcements**15.1 Public announcement of Transaction**

Immediately after signing this agreement, Bravura will issue a public announcement of the proposed Transaction in a form agreed to by the parties that will include a statement from the Bravura Independent Directors as contemplated by clause 6.3.

15.2 Required disclosure

Where a party is required by law, the Listing Rules or a memorandum of understanding with a Regulatory Authority to make any announcement or make any disclosure relating to a matter the subject of the Transaction, it may do so only after it has given the other party as much notice as possible and has consulted to the fullest extent possible in the circumstances with the other party and its legal advisers.

15.3 Other announcements

Subject to clauses 15.1 and 15.2, no party may make any public announcement or disclosure in connection with the Transaction (including disclosure to a Regulatory Authority) other than in a form approved by each party (acting reasonably). Each party will use all reasonable endeavours to provide such approval as soon as practicable.

16 Confidential information

Each party acknowledges and agrees that it continues to be bound by the Confidentiality Agreement.

17 Notices and other communications

17.1 Form - all communications

Unless expressly stated otherwise in this agreement, all notices, certificates, consents, approvals, waivers and other communications in connection with this agreement must be:

- (a) in writing;
- (b) signed by the sender (if an individual) or an Authorised Officer of the sender; and
- (c) marked for the attention of the person identified in the Details or, if the recipient has notified otherwise, then marked for attention in the way last notified.

17.2 Form - communications sent by email

Communications sent by email need not be marked for attention in the way stated in clause 17.1. However, the email must state the first and last name of the sender. Communications sent by email are taken to be signed by the named sender.

17.3 Delivery

Communications must be:

- (a) left at the address set out or referred to in the Details;
- (b) sent by prepaid ordinary post (airmail if appropriate) to the address set out or referred to in the Details;
- (c) sent by fax to the fax number set out or referred to in the Details;
- (d) sent by email to the address set out or referred to in the Details; or
- (e) given in any other way permitted by law.

However, if the intended recipient has notified a changed address, fax number or email address, then communications must be to that address, fax number or email address.

17.4 When effective

Communications take effect from the time they are received or taken to be received under clause 17.5 (whichever happens first) unless a later time is specified.

17.5 When taken to be received

Communications are taken to be received:

- (a) if sent by post, three days after posting (or seven days after posting if sent from one country to another); or
- (b) if sent by fax, at the time shown in the transmission report as the time that the whole fax was sent; or
- (c) if sent by email;

- (i) when the sender receives an automated message confirming delivery; or
- (ii) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first.

17.6 Receipt outside business hours

Despite clauses 17.4 and 17.5, if communications are received or taken to be received under clause 17.5 after 5.00pm in the place of receipt or on a non-Business Day, they are taken to be received at 9.00am on the next Business Day and take effect from that time unless a later time is specified.

18 Goods and services tax (GST)

18.1 Consideration GST exclusive

Unless expressly stated otherwise in this agreement, all amounts payable or consideration to be provided under this agreement are exclusive of GST.

18.2 Payment of GST

If GST is payable on any supply made under this agreement, for which the consideration is not expressly stated to include GST, the recipient agrees to pay to the supplier an additional amount equal to the GST payable at the same time that the consideration for the supply, or the first part of the consideration for the supply (as the case may be), is to be provided. However:

- (a) the recipient need not pay the additional amount until the supplier gives the recipient a tax invoice or an adjustment note;
- (b) if an adjustment event arises in respect of the supply, the additional amount must be adjusted to reflect the adjustment event and the recipient or the supplier (as the case may be) must make any payments necessary to reflect the adjustment; and
- (c) this clause 18.2 does not apply to the extent that the GST on the supply is payable by the recipient under Division 84 of the GST Act.

18.3 Reimbursements

If a party is required under this agreement to indemnify another party, or pay or reimburse costs of another party, that party agrees to pay the relevant amount less any input tax credits to which the other party (or to which the representative member for a GST group of which the other party is a member) is entitled.

18.4 Calculation of payments

If an amount payable under this agreement is to be calculated by reference to:

- (a) the price to be received for a taxable supply then, for the purposes of that calculation, the price is reduced to the extent that it includes any amount on account of GST; and

- (b) the price to be paid or provided for an acquisition then, for the purposes of that calculation, the price is reduced to the extent that an input tax credit is available for the acquisition.

18.5 Interpretation

For the purposes of this clause 18:

- (a) a term which has a defined meaning in the GST Act has the same meaning when used in this clause 18;
- (b) "GST Act" means the *A New Tax System (Goods and Services Tax) Act 1999* (Cwth); and
- (c) each periodic or progressive component of a supply to which section 156-5(1) of the GST Act applies will be treated as though it is a separate supply.

19 Miscellaneous

19.1 Discretion in exercising rights

A party may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless this agreement expressly states otherwise.

19.2 Partial exercising of rights

If a party does not exercise a right or remedy fully or at a given time, the party may still exercise it later.

19.3 No liability for loss

A party is not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy under this agreement.

19.4 Approvals and consents

By giving its approval or consent a party does not make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or approval.

19.5 Conflict of interest

The parties' rights and remedies under this agreement may be exercised even if it involves a conflict of duty or a party has a personal interest in their exercise.

19.6 Remedies cumulative

The rights and remedies in this agreement are in addition to other rights and remedies given by law independently of this agreement.

19.7 Variation and waiver

A provision of this agreement or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound. Where a party has a right under this agreement, that party may waive that right in its absolute discretion and may attach conditions to any such waiver at it sees fit.

19.8 No merger

The warranties, undertakings and indemnities in this agreement do not merge on the Implementation Date.

19.9 Indemnities

The indemnities in this agreement are continuing obligations, independent from the other obligations of the parties under this agreement and continue after this agreement ends. It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity under this agreement.

19.10 Enforceability

For the purpose of this agreement:

- (a) Bravura is taken to be acting as agent and trustee on behalf of and for the benefit of all Bravura Indemnified Parties; and
- (b) Bidder is taken to be acting as agent and trustee on behalf of and for the benefit of all Bidder Indemnified Parties,

and all of those persons are to this extent taken to be parties to this agreement.

19.11 Further steps

Each party agrees, at its own expense, to do anything the other party asks (such as obtaining consents, signing and producing documents and getting documents completed and signed):

- (a) to bind the party and any other person intended to be bound under this agreement; or
- (b) to show whether the party is complying with this agreement.

19.12 Construction

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this agreement or any part of it.

19.13 Costs

Subject to clause 11, the parties agree to pay their own legal and other costs and expenses in connection with the preparation, execution and completion of this agreement and other related documentation except for stamp duty.

19.14 Stamp duty

Bidder agrees to pay all stamp duty (including fines and penalties) payable and assessed on this agreement or the Scheme and in respect of a transaction evidenced by this agreement or the Scheme.

19.15 Entire agreement

Except for the Confidentiality Agreement, this agreement constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

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19.16 Assignment

- (a) Except as provided in clause 19.16(b), a party may not assign or otherwise deal with its rights under this agreement or allow any interest in them to arise or be varied in each case, without the consent of the other party.
- (b) Notwithstanding any other provision of this agreement, Bidder's rights under this agreement may be encumbered by way of security (whether by charge, mortgage or otherwise) for the benefit of each financial institution or group of financial institutions, bank or other provider of finance, including any agent or trustee acting on behalf of any of the foregoing, with which Bidder or any of its respective related bodies corporate, incurs financial indebtedness from time to time, and any such security may be enforced or released.

19.17 No representation or reliance

Each party acknowledges that:

- (a) no party (nor any person acting on its behalf) has made any representation or other inducement to it to enter into this agreement, except for representations or inducements expressly set out in this agreement;
- (b) it does not enter into this agreement in reliance on any representation or other inducement by or on behalf of any other party, except for any representation or inducement expressly set out in this agreement; and
- (c) paragraphs 19.17(a) and 19.17(b) above do not prejudice any rights a party may have in relation to information which had been filed by the other party with ASIC or ASX.

19.18 Governing law

This agreement is governed by the law in force in the place specified in the Details. Each party submits to the non-exclusive jurisdiction of the courts of that place.

19.19 Counterparts

This agreement may be executed in counterparts. All counterparts when taken together are to be taken to constitute one instrument.

EXECUTED as an agreement

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Scheme Implementation Agreement

Schedule 1 - Bravura Prescribed Events

- 1 **(Conversion)** Bravura converts all or any of its shares into a larger or smaller number of shares.
- 2 **(Reduction of share capital)** Bravura resolves to reduce its share capital in any way or reclassifies, combines, splits or redeems or repurchases directly or indirectly any of its shares.
- 3 **(Buy-back)** Bravura:
 - (a) enters into a buy-back agreement; or
 - (b) resolves to approve the terms of a buy-back agreement under the Corporations Act.
- 4 **(Distribution)** Bravura makes or declares, or announces an intention to make or declare, any distribution (whether by way of dividend, capital reduction or otherwise and whether in cash or in specie).
- 5 **(Issuing or granting securities or options)** Bravura or any of its Subsidiaries:
 - (a) issues shares, performance rights, convertible notes or any other security or instrument convertible into shares;
 - (b) grants an option over its shares; or
 - (c) agrees to issue any such securities or instruments or grant such an option,

in each case to a person outside the Bravura Group and other than the issue of shares on exercise of any Bravura Options that are on issue as at the date of this agreement.
- 6 **(Disposals)** Bravura or any of its Subsidiaries disposes, or agrees to dispose of the whole or a substantial part of the Bravura Group's business or property.
- 7 **(Acquisitions, disposals or tenders)** Bravura or any of its Subsidiaries:
 - (a) acquires or disposes of;
 - (b) agrees to acquire or dispose of;
 - (c) offers, proposes, announces a bid or tenders for,

any business, assets, entity or undertaking the value of which exceeds \$2,000,000.
- 8 **(Encumbrances)** other than in the ordinary course of business and consistent with past practice Bravura or any of its Subsidiaries creates, or agrees to create, any Encumbrance over the whole or a substantial part of its business or property,
- 9 **(Constitution)** Bravura adopts a new constitution or modifies or repeals its constitution or a provision of it.
- 10 **(Insolvency)** Bravura or any of its Subsidiaries becomes Insolvent.

Schedule 2 - Conditions Precedent (clause 3.1)

Condition	Party entitled to benefit
1. Regulatory Approvals Before 8.00am on the Second Court Date: (a) (ASIC and ASX) ASIC and ASX have issued or provided (and not withdrawn or revoked) such consents, waivers, modifications or approvals or have done such other acts which the parties agree are reasonably necessary or desirable to implement the Transaction and the transactions and steps contemplated by this agreement. (b) (Regulatory Authority) all other approvals of a Regulatory Authority which Bidder and Bravura agree are necessary or desirable to implement the Transaction are obtained. (c) (Court orders) no Court or Regulatory Authority has issued or taken steps to issue an order, temporary restraining order, preliminary or permanent injunction, decree or ruling or taken any action enjoining, restraining or otherwise imposing a legal restraint or prohibition preventing the Transaction and no such order, decree, ruling, other action or refusal is in effect.	Both Both Both
2. Scheme approval Scheme Shareholders approving the Scheme by the requisite majorities in accordance with the Corporations Act.	Cannot be waived
3. Sale Resolution Bravura Shareholders who are entitled to vote passing the Sale Resolution by the requisite majority in accordance with the Corporations Act.	Bidder
4. Bravura Options In respect of all holders of Bravura Options, cancellation deeds and/or Exchange Agreements are entered into for all Bravura Options as contemplated by clause 4.4.	Bidder

Condition	Party entitled to benefit
5. Court approval The Court approves the Scheme in accordance with section 411(4)(b) of the Corporations Act.	Cannot be waived
6. Independent Expert The Independent Expert's Report contains an opinion that the Transaction is in the best interests of Scheme Shareholders before the Second Court Date and the Independent Expert does not change that opinion, or having reached that opinion, withdraws the Independent Expert's Report prior to the Second Court Date.	Bravura
7. No Bravura Prescribed Event No Bravura Prescribed Event occurs between the date of this agreement and 8.00am on the Second Court Date.	Bidder
8. No Bravura Material Adverse Change No Bravura Material Adverse Change occurs or becomes apparent between the date of this agreement and 8.00am on the Second Court Date.	Bidder
9. Bravura representations and warranties Bravura's representations and warranties set out in schedule 6 are true and correct in all material respects as at the date of this agreement and as at 8.00 am on the Second Court Date.	Bidder
10. Bidder's representations and warranties Bidder's representations and warranties set out in schedule 7 are true and correct in all material respects as at the date of this agreement and as at 8.00am on the Second Court Date.	Bravura

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Schedule 3 - Timetable (clause 5.1)

Event	Date
Lodge Explanatory Memorandum with ASIC and ASX	Monday, 5 August 2013
Application in respect of the Court hearing to be held on the First Court Date, filed with the Court, served on ASIC	Tuesday, 6 August 2013
First Court Date	Wednesday 21 August 2013
Despatch of Explanatory Memorandum	Friday, 23 August 2013
Scheme Meeting held	Monday, 23 September 2013
General Meeting held	Monday, 23 September 2013
Second Court Date	Thursday, 26 September 2013
Effective Date	Thursday, 26 September 2013
Record Date (5.00pm on the date which is the Second Court Date plus 5 Business Days or such other date as Bravura and Bidder agree)	Thursday, 3 October 2013
Implementation Date (Record Date plus 5 Business Days)	Thursday, 10 October 2013

Scheme Implementation Agreement

Schedule 4 - Bravura's Obligations (clause 6.1)

- 1 **(Bravura Information)** ensure that the Bravura Information included in the Explanatory Memorandum complies with the Corporations Act, Corporations Regulations, the Listing Rules, ASIC Regulatory Guide 60 and ASIC Regulatory Guide 74.
- 2 **(Further Bravura Information)** provide to Bidder and Bravura Shareholders such further or new Bravura Information as may arise after the Explanatory Memorandum has been sent until the date of the Scheme Meeting as may be necessary to ensure that the Bravura Information contained in the Explanatory Memorandum is not, having regard to applicable disclosure requirements, false, misleading or deceptive in any material respect (including because of any material omission).
- 3 **(Independent Expert)** promptly appoint the Independent Expert and provide any assistance and information reasonably requested by the Independent Expert to enable it to prepare the Independent Expert's Report for the Explanatory Memorandum.
- 4 **(Provide a copy of the report)** on receipt, provide Bidder with a copy of any draft or final Independent Expert's Report.
- 5 **(Registry details)** subject to the terms of the Scheme:
 - (a) provide all necessary information about Bravura Shareholders to Bidder which Bidder requires in order to assist Bidder to solicit votes at the Scheme Meeting and the General Meeting; and
 - (b) provide all necessary directions to the Registry to promptly provide any information that Bidder reasonably requests in relation to the Register, including any sub-register, and, where requested by Bidder, Bravura must procure such information to be provided to Bidder in such electronic form as is reasonably requested by Bidder.
- 6 **(Section 411(17)(b) statement)** apply to ASIC for the production of a statement pursuant to section 411(17)(b) of the Corporations Act stating that ASIC has no objection to the Scheme.
- 7 **(Court application and representation)** apply to the Court for an order under section 411(1) of the Corporations Act directing Bravura to convene the Scheme Meeting and engage counsel reasonably experienced in schemes of arrangement to represent Bravura in all Court proceedings related to the Scheme and consult with Bidder in relation to the content of any document required for the purpose of the Scheme (including originating process, affidavits, submissions and draft minutes of Court orders) and take into account all reasonable comments provided for and on behalf of Bidder in relation to such documents.
- 8 **(Registration of explanatory statement)** request ASIC to register the Explanatory Memorandum in relation to the Scheme in accordance with section 412(6) of the Corporations Act.
- 9 **(Send Scheme Booklet)** send the Explanatory Memorandum to Bravura Shareholders as soon as practicable after the Court orders Bravura to convene the Scheme Meeting.

- 10 **(Scheme Meeting)** convene the Scheme Meeting in accordance with any such orders made by the Court and seek the approval of Bravura Shareholders for the Scheme and, for this purpose, the Bravura Independent Directors must participate in reasonable efforts to promote the merits of the Transaction, including meeting with key Bravura Shareholders at the reasonable request of Bidder.
- 11 **(General Meeting)** convene the General Meeting to seek the approval of Bravura Shareholders entitled to vote on the Sale Resolution to take place immediately after the Scheme Meeting.
- 12 **(Court order)** apply to the Court for an order approving the Scheme in accordance with sections 411(4)(b) and 411(6) of the Corporations Act.
- 13 **(Certificate)** provide the Court on the Second Court Date with a certificate confirming (in respect of matters within its knowledge) whether all the conditions precedent as set out in schedule 2 (other than the condition relating to Court approval of the Scheme - item 4) have been satisfied or waived in accordance with the terms of this agreement.
- 14 **(Lodge)** lodge with ASIC an office copy of any such Court order approving the Scheme as approved by the Scheme Shareholders at the Scheme Meeting in accordance with section 411(10) of the Corporations Act.
- 15 **(Register)** close the Register as at 7.00pm on the Record Date to determine the identity of Scheme Shareholders.
- 16 **(Registration)** subject to Bidder satisfying its obligations under clause 4.2, register all transfers of Scheme Shares to Bidder on the Implementation Date.
- 17 **(Listing)** take all reasonable steps to maintain Bravura's listing on ASX, notwithstanding any suspension of the quotation of Bravura Shares, up to and including the Implementation Date, including making appropriate applications to ASX and ASIC.
- 18 **(Suspension of incentive plans and dividend reinvestment plans)** with effect from date of this agreement, suspend all of its executive and employee incentive plans (including the Bravura Option Plan) and dividend reinvestment plans that could or will result in securities in Bravura being issued to any person.
- 19 **(Termination of incentive plans and dividend reinvestment plans)** subject to Court approval of the Scheme, but with effect from the Implementation Date or such later date agreed by the parties acting reasonably, terminate all of its executive and employee incentive plans (including the Bravura Option Plan) and dividend reinvestment plans that could or will result in securities in Bravura being issued to any person.
- 20 **(Other steps)** do all other things necessary to give effect to the Scheme and the orders of the Court approving the Scheme.

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Schedule 5 - Obligations of Bidder (clause 6.2)

- 1 **(Bidder Information)** provide to Bravura for inclusion in the Explanatory Memorandum such Bidder Information as Bravura reasonably requires to prepare and issue the Explanatory Memorandum (including any information required under the Corporations Act, Corporations Regulations, the Listing Rules, ASIC Regulatory Guide 60 or ASIC Regulatory Guide 74).
- 2 **(Further Bidder Information)** provide to Bravura such further or new Bidder Information as may arise after the Explanatory Memorandum has been sent until the date of the Scheme Meeting as may be necessary to ensure that the Bidder Information contained in the Explanatory Memorandum is not, having regard to applicable disclosure requirements, false, misleading or deceptive in any material respect (including because of any material omission).
- 3 **(Independent Expert information)** provide any assistance or information reasonably requested by the Independent Expert in connection with the preparation of the Independent Expert's Report to be included in the Explanatory Memorandum.
- 4 **(Certificate)** provide the Court on the Second Court Date with a certificate confirming (in respect of matters within its knowledge) whether all the conditions precedent as set out in schedule 2 (other than the condition relating to Court approval of the Scheme - item 4) have been satisfied or waived in accordance with the terms of this agreement.
- 5 **(Deed Poll)** prior to the Explanatory Memorandum being sent to Bravura Shareholders, sign and deliver the Deed Poll.

Scheme Implementation Agreement

Schedule 6 - Bravura's representations and warranties (clause 12.1)

- 1 **(Incorporation)** it is a valid existing corporation registered under the laws of its place of incorporation.
- 2 **(Execution)** the execution and delivery of this agreement has been properly authorised by all necessary corporate action of Bravura.
- 3 **(Corporate power)** it has full corporate power and lawful authority to execute and deliver this agreement and to consummate and perform or cause to be performed its obligations under this agreement in accordance with its terms.
- 4 **(Binding obligations)** subject to laws generally affecting creditors' rights and the principles of equity, this agreement constitutes legal, valid and binding obligations on it.
- 5 **(Bravura Information)** as at the date of the Explanatory Memorandum, the Bravura Information:
 - (a) will not contain any material statement which is misleading or deceptive nor contain any material omission having regard to applicable disclosure requirements and will comply in all material respects with the requirements in the Corporations Act, the Corporations Regulations, the Listing Rules, ASIC Regulatory Guide 60 and ASIC Regulatory Guide 74; and
 - (b) will be included in good faith and on the understanding that Bidder and its directors will rely on that information for the purposes of considering and approving the Bidder Information in the Explanatory Memorandum before it is despatched, approving the entry into the Deed Poll and implementing the Scheme.
- 7 **(Further information)** Bravura will, as a continuing obligation, provide to Bidder all such further or new information which may arise after the date of the Explanatory Memorandum until the date of the Scheme Meeting which may be necessary to ensure that there would be no breach of item 5(a) of this schedule if it applied as at the date upon which that information arose.
- 8 **(Continuous disclosure)** Bravura is not in breach of its continuous disclosure obligations under the Listing Rules and is not relying on the carve-out in Listing Rule 3.1A to withhold any information from disclosure (other than the information in relation to the Transaction).
- 9 **(Fisher Funds)** that:
 - (a) prior to the date of the agreement, Bravura has received written confirmation from Fisher Funds that:
 - (i) it supports the Transaction and will vote the Bravura Shares it indirectly or directly holds, owns, controls or represents in favour of the resolution to approve the Scheme and the Sale Resolution in, in each case in the absence of a Superior Proposal; and

- (ii) it will not sell its Bravura Shares other than into the Scheme or into a Superior Proposal for 100% of Bravura.
- (b) as at the date of this agreement, Fisher Funds has not withdrawn or modified the confirmations referred to in paragraph 9(a).
- 10 **(Disclosure)** the Due Diligence Material:
 - (a) has been prepared and provided in good faith;
 - (b) is not misleading, whether by way of omission or otherwise; and
 - (c) includes all information actually known to Bravura (having made reasonable enquiries) which is not already in the public domain and which would be material to the financial position or performance of the business of the Bravura Group.
- 11 **(Opinions)** any statement of opinion or belief contained in the Bravura Information is honestly held and there are reasonable grounds for holding the opinion or belief.
- 12 **(Provision of information to Independent Expert)** all information provided by or on behalf of Bravura to the Independent Expert to enable the Independent Expert's Report to be included in the Explanatory Memorandum to be prepared and completed will be provided in good faith and on the understanding that the Independent Expert will rely upon that information for the purpose of preparing the Independent Expert's Report.
- 13 **(Insolvency)** no member of the Bravura Group is Insolvent.
- 14 **(Compliance)** it and its Subsidiaries have complied in all material respects with all Australian and foreign laws and regulations applicable to them and orders of Australian and foreign governmental agencies having jurisdiction over them and have all material licenses, permits and franchises necessary for them to conduct their respective businesses as presently being conducted.
- 15 **(No default)** other than as Fairly Disclosed in the Due Diligence Material, neither it nor any of its Subsidiaries is in default under any Material Contract or a Finance Document nor has anything occurred which is or would with the giving of notice or lapse of time constitute an event of default, review event, prepayment event or similar event, or give another party thereto a termination right or right to accelerate any right or obligation, under any Material Contract or a Finance Document with such an effect.
- 16 **(No litigation)** other than as Fairly Disclosed in the Due Diligence Material, neither it nor any of its Subsidiaries is a claimant or defendant in, or otherwise a party to, any material litigation, arbitration or mediation proceedings, there are no proceedings of this type pending or threatened against a member of the Bravura Group and no circumstance exists that is likely to give rise to any proceedings of this type.
- 17 **(Securities)** Bravura's issued securities as at the date of this agreement are:
 - (a) 616,648,048 Bravura Shares; and
 - (b) 11,778,832 Bravura Options,

and it has not issued or agreed to issue any other securities or instruments which are still outstanding and which may convert into Bravura Shares.
- 18 **(No Encumbrances)** other than:

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- (a) as Fairly Disclosed in the Due Diligence Material; or
- (b) created after the date of this agreement in the normal and ordinary course of trading of the Bravura Group,

there is no material Encumbrance over all or any of its assets or revenues.

- 19 **(Costs)** the total costs incurred by Bravura in connection with the Transaction (including fees and disbursements payable to financial advisers, independent experts and legal counsel) do not exceed \$2.25 million (excluding GST), and are not expected to exceed \$2.25 million (excluding GST) following implementation of the Transaction.

Scheme Implementation Agreement

Schedule 7 - Bidder's representations and warranties (clause 12.4)

- 1 **(Incorporation)** it is a valid existing corporation registered under the laws of its place of incorporation.
- 2 **(Execution)** the execution and delivery of this agreement has been properly authorised by all necessary corporate actions.
- 3 **(Corporate power)** it has full corporate power and lawful authority to execute and deliver this agreement and to consummate and perform or cause to be performed its obligations under this agreement in accordance with its terms.
- 4 **(Binding obligations)** subject to laws generally affecting creditors' rights and the principles of equity, this agreement constitutes legal, valid and binding obligations on it.
- 5 **(Bidder Information)** as at the date of the Explanatory Memorandum, the Bidder Information:
 - (a) will not contain any material statement which is misleading or deceptive nor contain any material omission having regard to applicable disclosure requirements and will comply in all material respects with the requirements in the Corporations Act, the Corporations Regulations, the Listing Rules, ASIC Regulatory Guide 60 and ASIC Regulatory Guide 74; and
 - (b) will be included in good faith and on the understanding that Bravura and its directors will rely on that information for the purposes of preparing the Explanatory Memorandum and proposing and implementing the Scheme in accordance with the Corporations Act.
- 6 **(Opinions)** any statement of opinion or belief contained in the Bidder Information is honestly held and there are reasonable grounds for holding the opinion or belief;
- 7 **(Provision of information to Independent Expert)** all information provided by or on behalf of Bidder to the Independent Expert to enable the Independent Expert's Report to be included in the Explanatory Memorandum to be prepared and completed will be provided in good faith and on the understanding that the Independent Expert will rely upon that information for the purpose of preparing the Independent Expert's Report.
- 8 **(Insolvency)** no member of the Bidder Group is Insolvent.
- 9 **(Further information)** Bidder will, as a continuing obligation, provide to Bravura all such further or new information which may arise after the date of the Explanatory Memorandum until the date of the Scheme Meeting which may be necessary to ensure that there would be no breach of item 5(a) of this schedule if it applied as at the date on which that information arose.
- 10 **(Commitment letters)** that:
 - (a) the Equity Commitment Letters and the Debt Commitment Letters have each been duly executed by the parties thereto and constitute the legally

binding obligation of those parties that are enforceable in accordance with their respective terms and none of the Equity Commitment Letters or Debt Commitment Letters have been terminated; and

- (b) Bidder has a reasonable basis to believe that on the Implementation Date, it will have sufficient cash amounts (including debt and equity financing or a combination of both) to pay the Scheme Consideration in accordance with its obligations under this agreement, the Scheme, and the Deed Poll.

Scheme Implementation Agreement

Signing page

DATED: 17 July 2013

EXECUTED by **STOCKHOLM SOLUTIONS PTY LTD** in accordance with section 127(1) of the Corporations Act 2001 (Cwlth) by authority of its directors:


 Signature of director
PAUL EVANS
 Name of director (block letters)


 Signature of director/~~company~~
~~secretary~~*
 *delete whichever is not applicable
EDOARDO BIGAZZI
 Name of director/~~company~~ ~~secretary~~*
 (block letters)
 *delete whichever is not applicable

Please note that Annexure A and Annexure B to the Scheme Implementation Agreement have not been reproduced here as the Scheme referred to in this Explanatory Memorandum is included as Annexure C to this Explanatory Memorandum and the Deed Poll, executed by the Bidder, referred to in this Explanatory Memorandum is included as Annexure D to this Explanatory Memorandum.



Scheme of Arrangement

Dated

Bravura Solutions Limited (ACN 111 148 826)

Scheme Shareholders

King & Wood Mallesons

Level 61
Governor Phillip Tower
1 Farrer Place
Sydney NSW 2000
Australia
T +61 2 9296 2000
F +61 2 9296 3999
DX 113 Sydney
www.kwm.com

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Scheme of Arrangement

Details

Parties		
Bravura and Scheme Shareholders		
Bravura	Name	Bravura Solutions Limited
	ABN/ACN/ARBN	111 148 826
	Address	Level 6 345 George Street Sydney NSW 2000
	Fax	+61 2 9018 7811
	Attention	Company Secretary
Scheme Shareholders	Name	each person who is a Scheme Shareholder as defined in clause 1.1
Governing law	New South Wales	

General terms

1 Definitions and interpretation

1.1 Definitions

In this Scheme:

ACCC means the Australian Competition and Consumer Commission.

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited (ABN 98 008 624 691), Australian Securities Exchange or the Australian Stock Exchange, as appropriate.

Bidder means Stockholm Solutions Pty Ltd ACN 164 391 404.

Bravura means Bravura Solutions Limited (ACN 111 148 826).

Bravura Share means a fully paid ordinary share in the capital of Bravura.

Bravura Shareholder means each person registered in the Register as a holder of Bravura Shares.

Business Day means a business day as defined in the Listing Rules.

Carp A means Carp Advisory A Pty Limited (ACN 136 517 041) as trustee for Carp Investment Trust No. 1.

Carp B means Carp Advisory B Pty Limited (ACN 136 521 732) as trustee for Carp Investment Trust No. 2.

Carp NV means Carp Holdings NV, a company registered in Belgium.

Corporations Act means the Corporations Act 2001 (Cwlth).

Court means the Federal Court of Australia (New South Wales registry) or such other court of competent jurisdiction under the Corporations Act agreed in writing by Bidder and Bravura.

Deed Poll means the deed poll dated 13 August 2013 executed by Bidder substantially in the form of Annexure B of the Scheme Implementation Agreement or as otherwise agreed by Bidder and Bravura under which Bidder covenants in favour of each Scheme Shareholder to perform its obligations under this Scheme.

Details means the section of this agreement headed "Details".

Effective means the coming into effect, pursuant to section 411(10) of the Corporations Act, of the order of the Court made under section 411(4)(b) of the Corporations Act in relation to this Scheme, but in any event at no time before an office copy of the order of the Court is lodged with ASIC.

Effective Date means the date on which the Scheme becomes Effective.

Encumbrance means any:

- (a) security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust, power or title retention or flawed deposit arrangement and any "security interest" as defined in sections 12(1) or (2) of the Personal Property Securities Act 2009 (Cwlth); or
- (b) right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any right of set-off; or
- (c) right that a person (other than the owner) has to remove something from land (known as a profit à prendre), easement, public right of way, restrictive or positive covenant, lease, or licence to use or occupy; or
- (d) third party right or interest or any right arising as a consequence of the enforcement of a judgment,

or any agreement to create any of them or allow them to exist.

End Date means the date that is six months after the date of the Scheme Implementation Agreement or such other date as is agreed by Bidder and Bravura.

Excluded Shareholder means each Ironbridge Entity.

Implementation Date means the fifth Business Day following the Record Date or such other date as is agreed by Bidder and Bravura.

Ironbridge Entities means Carp A, Carp B and Carp NV and **Ironbridge Entity** means any one of them.

Listing Rules means the Listing Rules of the ASX.

Record Date means the fifth Business Day following the Second Court Date or such other date as Bravura and Bidder agree.

Register means the register of members of Bravura maintained by or on behalf of Bravura in accordance with section 168(1) of the Corporations Act.

Registered Address means, in relation to a Bravura Shareholder, the address shown in the Register.

Regulatory Authority includes:

- (a) ASX, ACCC, ASIC;
- (b) a government or governmental, semi-governmental or judicial entity or authority;
- (c) a minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government; and
- (d) any regulatory organisation established under statute.

Sale Shares means the:

- (a) 70,682,089 Bravura Shares held by Carp A;
- (b) 70,682,089 Bravura Shares held by Carp B; and

(c) 272,521,938 Bravura Shares held by Carp NV.

Scheme means this scheme of arrangement between Bravura and Scheme Shareholders under which all of the Scheme Shares will be transferred to Bidder under Part 5.1 of the Corporations Act as described in clause 6, in consideration for the Scheme Consideration, subject to any amendments or conditions made or required by the Court pursuant to section 411(6) of the Corporations Act to the extent they are approved in writing by Bravura and Bidder in accordance with clause 8.2.

Scheme Consideration means \$0.28, less the amount of any dividend, return of capital or other distribution declared or paid by Bravura on or before the Implementation Date paid in respect of each Scheme Share to be provided by Bidder to Scheme Shareholders under the terms of this Scheme for the transfer to Bidder of their Scheme Shares.

Scheme Implementation Agreement means the scheme implementation agreement dated 17 July 2013 between Bravura and Bidder under which, amongst other things, Bravura has agreed to propose this Scheme to Scheme Shareholders, and each of Bidder and Bravura has agreed to take certain steps to give effect to this Scheme.

Scheme Meeting means the meeting of Scheme Shareholders, ordered by the Court to be convened pursuant to section 411(1) of the Corporations Act at which Scheme Shareholders will vote on this Scheme.

Scheme Share means a Bravura Share held by a Scheme Shareholder as at 5.00pm on the Record Date and, for the avoidance of doubt, includes any Bravura Shares issued after the date of the Scheme Implementation Agreement but on or before 5.00pm on the Record Date.

Scheme Shareholder means each person who is a Bravura Shareholder as at 5.00pm on the Record Date other than an Excluded Shareholder and, for the avoidance of doubt, includes any such person who is a Bravura Shareholder as at 5.00pm on the Record Date as a result of having exercised options or rights in respect of Bravura Shares.

Second Court Date means the day on which the Court makes an order pursuant to section 411(4)(b) of the Corporations Act approving the Scheme.

Share Scheme Transfer means, for each Scheme Shareholder, a duly completed and executed proper instrument of transfer of the Scheme Shares held by that Scheme Shareholder for the purposes of section 1071B of the Corporations Act, which may be a master transfer of all Scheme Shares.

Subsidiary has the meaning given to it in the Corporations Act.

Trust Account means the trust account operated by or on behalf of Bravura to hold the Scheme Consideration on trust for the purpose of paying the Scheme Consideration to the Scheme Shareholders in accordance with clause 6.3.

1.2 Reference to certain general terms

Unless the contrary intention appears, a reference in this Scheme to:

- (a) **(variations or replacement)** a document (including this Scheme), agreement or instrument is a reference to that document, agreement or instrument as amended, consolidated, supplemented, novated or replaced;

- (b) **(clauses, annexures and schedules)** a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this Scheme;
- (c) **(reference to statutes)** a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) **(law)** law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- (e) **(singular includes plural)** the singular includes the plural and vice versa;
- (f) **(party)** a party means a party to this Scheme;
- (g) **(person)** the word "person" includes an individual, a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any Regulatory Authority;
- (h) **(executors, administrators, successors)** a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (i) **(dollars)** Australian dollars, dollars, A\$ or \$ is a reference to the lawful currency of Australia;
- (j) **(calculation of time)** a period of time dating from a given day or the day of an act or event, is to be calculated exclusive of that day;
- (k) **(reference to a day)** a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (l) **(meaning not limited)** the words "include", "including", "for example" or "such as" when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind; and
- (m) **(time of day)** time is a reference to Sydney time.

1.3 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this Scheme.

2 Preliminary

2.1 Bravura

Bravura is:

- (a) a public company limited by shares;
- (b) incorporated in Australia and registered in New South Wales; and
- (c) admitted to the official list of the ASX and Bravura Shares are officially quoted on the stock market conducted by ASX.

As at 20 August 2013, Bravura's issued securities are:

- (a) Bravura Shares: 616,648,048; and
- (b) options: 11,778,832.

2.2 Bidder

Bidder is:

- (a) a proprietary company limited by shares;
- (b) incorporated in Australia and registered in Victoria.

2.3 If Scheme becomes Effective

If this Scheme becomes Effective:

- (a) in consideration of the transfer of each Scheme Share to Bidder, Bravura will:
 - (i) procure Bidder to provide the Scheme Consideration to Bravura on behalf of each Scheme Shareholder; and
 - (ii) pay the Scheme Consideration to Scheme Shareholders;
- (b) all Scheme Shares will be transferred to Bidder on the Implementation Date; and
- (c) Bravura will enter the name of Bidder in the Register in respect of all Scheme Shares transferred to Bidder,

in each case, in accordance with the terms of this Scheme.

2.4 Scheme Implementation Agreement

Bravura and Bidder have agreed by executing the Scheme Implementation Agreement to implement the terms of this Scheme.

2.5 Deed Poll

Bidder has executed the Deed Poll for the purpose of covenanting in favour of the Scheme Shareholders to perform (or procure the performance of) its obligations as contemplated by this Scheme, including to provide the Scheme Consideration.

3 Conditions precedent

3.1 Conditions precedent to Scheme

This Scheme is conditional on, and will have no force or effect until, the satisfaction of each of the following conditions precedent:

- (a) as at 8.00am on the Second Court Date, the Deed Poll not having been terminated;
- (b) all of the conditions precedent in schedule 2 of the Scheme Implementation Agreement having been satisfied or waived (other than the condition precedent in paragraph 5 of Schedule 2 relating to the

approval of the Court) in accordance with the terms of the Scheme Implementation Agreement; and

- (c) the coming into effect, pursuant to section 411(10) of the Corporations Act, of the orders of the Court made under section 411(4)(b) of the Corporations Act (and, if applicable, section 411(6) of the Corporations Act) in relation to this Scheme.

3.2 Conditions precedent and operation of clause 5

The satisfaction of each condition of clause 3.1 is a condition precedent to the operation of clause 5.

3.3 Certificate in relation to conditions precedent

Bravura and Bidder must provide to the Court on the Second Court Date a certificate confirming (in respect of matters within their knowledge) whether or not all of the conditions precedent set out in clause 3.1 (other than the conditions precedent in clause 3.1(c)) have been satisfied or waived as at 8.00am on the Second Court Date.

The certificates referred to in this clause 3.3 will constitute conclusive evidence of whether the conditions precedent referred to in clause 3.1 (other than the condition precedent in clause 3.1(c)) have been satisfied or waived as at 8.00am on the Second Court Date.

4 Scheme

4.1 Effective Date

Subject to clause 4.2, this Scheme will come into effect pursuant to section 411(10) of the Corporations Act on and from the Effective Date.

4.2 End Date

This Scheme will lapse and be of no further force or effect if the Effective Date does not occur on or before the End Date.

5 Implementation of Scheme

5.1 Lodgement of Court orders with ASIC

Bravura must lodge with ASIC in accordance with section 411(10) of the Corporations Act an office copy of the Court order approving this Scheme as soon as possible, and in any event by no later than 5.00pm on the first Business Day after the day on which the Court approves this Scheme or such later time as Bidder and Bravura agree in writing.

5.2 Transfer and registration of Bravura Shares

On the Implementation Date, but subject to the provision of the Scheme Consideration for the Scheme Shares in accordance with clauses 6.1 to 6.3 and Bidder having provided Bravura with written confirmation thereof:

- (a) the Scheme Shares, together with all rights and entitlements attaching to the Scheme Shares as at the Implementation Date, will be transferred to Bidder without the need for any further act by any Scheme Shareholder

(other than acts performed by Bravura as attorney and agent for Scheme Shareholders under clause 8.1) by:

- (i) Bravura delivering to Bidder a duly completed and executed Share Scheme Transfer executed on behalf of the Scheme Shareholders; and
 - (ii) Bidder duly executing the Share Scheme Transfer and delivering it to Bravura for registration; and
- (b) as soon as practicable after receipt of the duly executed Share Scheme Transfer, Bravura must enter the name of Bidder in the Register in respect of all Scheme Shares transferred to Bidder in accordance with the terms of this Scheme.

5.3 Entitlement to Scheme Consideration

On the Implementation Date, in consideration for the transfer to Bidder of the Scheme Shares, each Scheme Shareholder will be entitled to receive the Scheme Consideration in respect of each of their Scheme Shares in accordance with clause 6.

5.4 Title and rights in Bravura Shares

Subject to the provision of the Scheme Consideration for the Scheme Shares as contemplated by clause 6, on and from the Implementation Date, Bidder will be beneficially entitled to the Scheme Shares transferred to it under the Scheme, pending registration by Bravura of Bidder in the Register as the holder of the Scheme Shares.

5.5 Scheme Shareholders' agreements

Under this Scheme, each Scheme Shareholder agrees to the transfer of their Scheme Shares, together with all rights and entitlements attaching to those Scheme Shares, in accordance with the terms of this Scheme.

5.6 Warranty by Scheme Shareholders

Each Scheme Shareholder warrants to Bidder and is deemed to have authorised Bravura to warrant to Bidder as agent and attorney for the Scheme Shareholder that:

- (a) all their Scheme Shares (including any rights and entitlements attaching to those shares) transferred to Bidder under the Scheme will, as at the date of the transfer, be fully paid and free from all Encumbrances; and
- (b) they have full power and capacity to sell and to transfer their Scheme Shares (including any rights and entitlements attaching to those shares) to Bidder under the Scheme.

5.7 Transfer free of encumbrances

To the extent permitted by law, all Bravura Shares (including any rights and entitlements attaching to those shares) which are transferred to Bidder under this Scheme will, at the date of the transfer of them to Bidder, vest in Bidder free from all Encumbrances and interests of third parties of any kind, whether legal or otherwise, and free from any restrictions on transfer of any kind not referred to in this Scheme.

5.8 Appointment of Bidder as sole proxy

On and from the Implementation Date until Bravura registers Bidder as the holder of all of the Bravura Shares in the Register, each Scheme Shareholder:

- (a) irrevocably appoints Bravura as attorney and agent (and directs Bravura in such capacity) to appoint Bidder and each of its directors from time to time (jointly and each of them individually) as its sole proxy and where applicable, corporate representative, to attend shareholders' meetings, exercise the votes attaching to Bravura Shares registered in its name and sign any shareholders resolution, and no Scheme Shareholder may itself attend or vote at any of those meetings or sign any resolutions, whether in person, by proxy or by corporate representative (other than pursuant to this clause 5.8(a); and
- (b) must take all other actions in the capacity of the registered holder of Bravura Shares as Bidder directs.

Bravura undertakes in favour of each Scheme Shareholder that it will appoint Bidder and each of its directors from time to time (jointly and each of them individually) as that Scheme Shareholder's proxy or, where applicable, corporate representative in accordance with clause 5.8(a).

6 Scheme Consideration

6.1 Consideration under the Scheme

On the Implementation Date, Bravura must procure Bidder to pay (or procure the payment of) the Scheme Consideration to the Scheme Shareholders in accordance with clauses 6.2 to 6.6.

6.2 Satisfaction of obligations

The obligation of Bravura to procure payment of the Scheme Consideration pursuant to clause 6.1 will be satisfied by Bravura procuring Bidder to, no later than 12 noon on the Implementation Date, deposit (or procure the deposit) in cash the aggregate amount of the Scheme Consideration payable to all Scheme Shareholders into the Trust Account (except that the amount of any interest on the amount deposited will be to Bidder's account).

6.3 Payment of Scheme Consideration

On the Implementation Date, subject to receipt of the Scheme Consideration from Bidder in accordance with clause 6.2, Bravura must pay to each Scheme Shareholder an amount equal to the Scheme Consideration for each Scheme Share transferred to Bidder on the Implementation Date by that Scheme Shareholder.

The amounts referred to in this clause 6.3 must be paid by sending a cheque drawn on an Australian bank in Australian currency on the Implementation Date to each Scheme Shareholder by pre-paid ordinary post (or, if the address of the Scheme Shareholder in the Register is outside Australia, by pre-paid airmail post) to their address recorded in the Register at 5.00pm on the Record Date.

6.4 Unclaimed monies

Bravura may cancel a cheque issued under clause 6.3 if the cheque:

- (a) is returned to Bravura; or

- (b) has not been presented for payment within six months after the date on which the cheque was sent.

During the period of one year commencing on the Implementation Date, on request from a Scheme Shareholder, Bravura must reissue a cheque that was previously cancelled under this clause 6.4.

6.5 Orders of a court

In the case of notice having been given to Bravura (or the Registry) of an order made by a court of competent jurisdiction:

- (a) which requires payment to a third party of a sum in respect of Scheme Shares held by a particular Scheme Shareholder, which would otherwise be payable to that Scheme Shareholder in accordance with clause 6.3, then Bravura shall procure that payment is made in accordance with that order; or
- (b) which would prevent Bravura from dispatching payment to any particular Scheme Shareholder in accordance with clause 6.3, Bravura will retain an amount, in Australian dollars, equal to the number of Scheme Shares held by that Scheme Shareholder multiplied by the Scheme Consideration until such time as payment in accordance with clause 6.3 is permitted by law.

6.6 Joint holders

In the case of Scheme Shares held in joint names any bank cheque required to be paid to Scheme Shareholders by Bidder must be payable to the joint holders and be forwarded to the holder whose name appears first in the Register as at 5.00pm on the Record Date.

7 Dealings in Scheme Shares

7.1 Determination of Scheme Shareholders

To establish the identity of the Scheme Shareholders, dealings in Scheme Shares will only be recognised by Bravura if:

- (a) in the case of dealings of the type to be effected using CHESS, the transferee is registered in the Register as the holder of the relevant Scheme Shares on or before 5.00pm on the Record Date; and
- (b) in all other cases, registrable transmission applications or transfers in registrable form in respect of those dealings are received on or before 5.00pm on the Record Date at the place where the Register is kept.

7.2 Register

Bravura must register any registrable transmission applications or transfers of the Scheme Shares received in accordance with clause 7.1(b) on or before 5.00pm on the Record Date.

7.3 No disposals after Effective Date

If this Scheme becomes Effective, a holder of Scheme Shares (and any person claiming through that holder) must not dispose of or purport or agree to dispose of any Scheme Shares or any interest in them after the Effective Date in any way

except as set out in this Scheme and any such disposal will be void and of no legal effect whatsoever.

Bravura will not accept for registration or recognise for any purpose any transmission, application or transfer in respect of Scheme Shares received after 5.00pm on the Record Date (except a transfer to Bidder pursuant to this Scheme and any subsequent transfer by Bidder or its successors in title).

7.4 Maintenance of Bravura Register

For the purpose of determining entitlements to the Scheme Consideration, Bravura will maintain the Register until the Scheme Consideration has been paid to the Scheme Shareholders and Bidder has been entered in the Register as the holder of all the Scheme Shares. The Register in this form will solely determine entitlements to the Scheme Consideration.

7.5 Effect of certificates and holding statements

Subject to provision of the Scheme Consideration and registration of the transfer to Bidder contemplated in clauses 5.2 and 6.3, any statements of holding in respect of Scheme Shares will cease to have effect after 5.00pm on the Record Date as documents of title in respect of those shares (other than statements of holding in favour of Bidder and its successors in title). After 5.00pm on the Record Date, each entry current on the Register as at 5.00pm on the Record Date (other than entries in respect of Bidder or its successors in title) will cease to have effect except as evidence of entitlement to the Scheme Consideration.

7.6 Details of Scheme Shareholders

Within three Business Days after the Record Date Bravura will ensure that details of the names, Registered Addresses and holdings of Scheme Shares for each Scheme Shareholder, as shown in the Register at 5.00pm on the Record Date, are available to Bidder in such form as Bidder reasonably requires.

7.7 Quotation of Bravura Shares

- (a) Suspension of trading on ASX in Bravura Shares will occur from the close of trading on ASX on the Effective Date.
- (b) After the Scheme has been fully implemented, Bravura will apply:
 - (i) for termination of the official quotation of Bravura Shares on ASX; and
 - (ii) to have itself removed from the official list of the ASX.

8 General Scheme provisions

8.1 Power of attorney

Each Scheme Shareholder, without the need for any further act by any Scheme Shareholder, irrevocably appoints Bravura and each of its directors and secretaries (jointly and each of them individually) as its attorney and agent for the purpose of:

- (a) executing any document necessary or expedient to give effect to this Scheme including the Share Scheme Transfer;
- (b) enforcing the Deed Poll against the Bidder,

and Bravura accepts such appointment.

8.2 Variations, alterations and conditions

Bravura may, with the consent of the Bidder (which cannot be unreasonably withheld), by its counsel or solicitor consent on behalf of all persons concerned to any variations, alterations or conditions to this Scheme which the Court thinks fit to impose.

8.3 Further action by Bravura

Bravura will execute all documents and do all things (on its own behalf and on behalf of each Scheme Shareholder) necessary or expedient to implement, and perform its obligations under, this Scheme.

8.4 Authority and acknowledgement

Each of the Scheme Shareholders:

- (a) irrevocably consents to Bravura and the Bidder doing all things necessary or expedient for or incidental to the implementation of this Scheme; and
- (b) acknowledges that this Scheme binds Bravura and all Scheme Shareholders (including those who do not attend the Scheme Meeting or do not vote at that meeting or vote against the Scheme at that Scheme Meeting) and, to the extent of any inconsistency and to the extent permitted by law, overrides the constitution of Bravura.

8.5 No liability when acting in good faith

Neither Bravura nor Bidder, nor any of their respective officers, will be liable for anything done or omitted to be done in the performance of this Scheme in good faith.

8.6 Enforcement of Deed Poll

Bravura undertakes in favour of each Scheme Shareholder to enforce the Deed Poll against Bidder on behalf of and as agent and attorney for the Scheme Shareholders.

8.7 Stamp duty

Bidder will pay all stamp duty (including any fines, penalties and interest) payable in connection with this Scheme.

8.8 Notices

- (a) If a notice, transfer, transmission application, direction or other communication referred to in this Scheme is sent by post to Bravura, it will not be taken to be received in the ordinary course of post or on a date and time other than the date and time (if any) on which it is actually received at Bravura's registered office or at the office of the registrar of Bravura Shares.
- (b) The accidental omission to give notice of the Scheme Meeting or the non-receipt of such a notice by any Shareholder shall not, unless so ordered by the Court, invalidate the Scheme Meeting or the proceedings of the Scheme Meeting.

9 Governing law

9.1 Governing law

This Scheme is governed by the law in force in the place stated in the Details.

9.2 Jurisdiction

Each party irrevocably and unconditionally:

- (a) submits to the non-exclusive jurisdiction of the courts of that place.
- (b) waives, without limitation, any claim or objection based on absence of jurisdiction or inconvenient forum.

Deed Poll

KING & WOOD
MALLESONS

Deed Poll

Dated

13/8/13

Given by Stockholm Solutions Pty Ltd (ACN 164 391 404) ("**Bidder**")

In favour of each registered holder of fully paid ordinary shares in Bravura Solutions Limited (ACN 111 148 826) ("**Bravura**") as at 5.00 pm on the Record Date other than Excluded Shareholders ("**Scheme Shareholders**")

King & Wood Mallesons

Level 61
Governor Phillip Tower
1 Farrer Place
Sydney NSW 2000
Australia
T +61 2 9296 2000
F +61 2 9296 3999
DX 113 Sydney
www.kwm.com

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Deed Poll

Details

Parties	Bidder	
Bidder	Name	Stockholm Solutions Pty Ltd
	ACN	164 391 404
	Address	Level 17 1 Bligh Street Sydney NSW 2000 Australia
	Fax	+61 2 9250 8777
	Attention	Company Secretary
In favour of	each registered holder of fully paid ordinary shares in Bravura Solutions Limited (ACN 111 148 826) (" Bravura ") as at 5.00 pm on the Record Date other than Excluded Shareholders (" Scheme Shareholders ")	
Recitals	A	The directors of Bravura have resolved that Bravura should propose the Scheme.
	B	The effect of the Scheme will be that all Scheme Shares will be transferred to Bidder.
	C	Bravura and Bidder have entered into the Scheme Implementation Agreement.
	D	In the Scheme Implementation Agreement, Bidder agreed (amongst other things) to provide the Scheme Consideration to Bravura on behalf of the Scheme Shareholders, subject to the satisfaction of certain conditions.
	E	Bidder is entering into this deed poll for the purpose of covenanting in favour of Scheme Shareholders to perform its obligations in relation to the Scheme.
Governing law	New South Wales	
Date of agreement	See Signing page	

Deed Poll

General terms

1 Definitions and interpretation

1.1 Definitions

In this deed poll (unless the context otherwise requires):

- (a) **Authorised Officer** means, in respect of a party, a director or secretary of the party or any other person appointed by a party to act as an Authorised Officer under this deed poll;
- (b) **Scheme** means the proposed scheme of arrangement between Bravura and Scheme Shareholders under which all the Scheme Shares will be transferred to Bidder under Part 5.1 of the Corporations Act, substantially in the form of Annexure A to this deed poll, or as otherwise agreed by Bidder and Bravura, subject to any amendments or conditions made or required by the Court pursuant to section 411(6) of the Corporations Act, to the extent they are approved in writing by Bravura and Bidder in accordance with clause 8.2 of the Scheme;
- (c) **Scheme Implementation Agreement** means the scheme implementation agreement dated 17 July 2013 between Bravura and Bidder under which, amongst other things, Bravura has agreed to propose the Scheme to Scheme Shareholders, and each of Bidder and Bravura has agreed to take certain steps to give effect to the Scheme; and
- (d) all other words and phrases used in this deed poll have the same meaning as given to them in the Scheme.

1.2 Interpretation

Clause 1.2 of the Scheme applies to the interpretation of this deed poll except that references to "this Scheme" in that clause are to be read as references to "this deed poll".

1.3 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this deed poll.

1.4 Nature of deed poll

Bidder acknowledges that this deed poll may be relied on and enforced by any Scheme Shareholder in accordance with its terms even though the Scheme Shareholders are not a party to it.

2 Conditions precedent and termination

2.1 Conditions precedent

Bidder's obligations under clause 3 are subject to the Scheme becoming Effective.

2.2 Termination

Bidder's obligations under this deed poll will automatically terminate and the terms of this deed poll will be of no further force or effect if:

- (a) the Scheme has not become Effective on or before the End Date; or
- (b) the Scheme Implementation Agreement is terminated in accordance with its terms.

2.3 Consequences of termination

If this deed poll is terminated under clause 2.2, then, in addition and without prejudice to any other rights, powers or remedies available to Scheme Shareholders:

- (a) Bidder is released from its obligations to further perform this deed poll except those obligations contained in clause 7.1 and any other obligations which by their nature survive termination; and
- (b) each Scheme Shareholder retains the rights, powers or remedies they have against Bidder in respect of any breach of this deed poll which occurs before it is terminated.

3 Scheme Consideration

3.1 Scheme Consideration and compliance with Scheme

Subject to clause 2, Bidder undertakes in favour of each Scheme Shareholder:

- (a) to pay the Scheme Consideration to the Trust Account on behalf of each Scheme Shareholder in accordance with the Scheme; and
- (b) to observe and perform all other obligations contemplated of it under the terms of the Scheme.

3.2 Manner of payment

Bidder's obligation to provide the Scheme Consideration to Bravura on behalf of each Scheme Shareholder must be satisfied by Bidder, no later than 12 noon on the Implementation Date, by depositing in cash the aggregate amount of the Scheme Consideration payable to all Scheme Shareholders into the Trust Account (except that the amount of any interest on the amount deposited will be to Bidder's account).

4 Representations and warranties

Bidder represents and warrants that:

- (a) it is a corporation validly existing under the laws of its place of registration;
- (b) it has the corporate power to enter into and perform its obligations under this deed poll and to carry out the transactions contemplated by this deed poll;
- (c) it has taken all necessary corporate action to authorise its entry into this deed poll and has taken or will take all necessary corporate action to

authorise the performance of this deed poll and to carry out the transactions contemplated by this deed poll; and

- (d) this deed poll is valid and binding upon Bidder and enforceable against Bidder in accordance with its terms.

5 Continuing obligations

This deed poll is irrevocable and, subject to clause 2, remains in full force and effect until:

- (a) Bidder has fully performed its obligations under this deed poll; or
- (b) the earlier termination of this deed poll under clause 2.2.

6 Notices

6.1 Form - all communications

Unless expressly stated otherwise in this deed poll, all notices, certificates, consents, approvals, waivers and other communications in connection with this deed poll must be:

- (a) in writing;
- (b) signed by the sender (if an individual) or an Authorised Officer of the sender; and
- (c) marked for the attention of the person identified in the Details or, if the recipient has notified otherwise, then marked for attention in the way last notified.

6.2 Delivery

Communications must be:

- (a) left at the address set out or referred to in the Details;
- (b) sent by prepaid ordinary post (airmail if appropriate) to the address set out or referred to in the Details;
- (c) sent by fax to the fax number set out or referred to in the Details; or
- (d) given in any other way permitted by law.

However, if the intended recipient has notified a changed address or fax number, then communications must be to that address or fax number.

6.3 When effective

Communications take effect from the time they are received or taken to be received under clause 6.4 (whichever happens first) unless a later time is specified.

6.4 When taken to be received

Communications are taken to be received:

- (a) if sent by post, three days after posting (or seven days after posting if sent from one country to another); or
- (b) if sent by fax, at the time shown in the transmission report as the time that the whole fax was sent.

6.5 Receipt outside business hours

Despite clauses 6.3 and 6.4, if communications are received or taken to be received under clause 6.4 after 5.00pm in the place of receipt or on a non-Business Day, they are taken to be received at 9.00am on the next Business Day and take effect from that time unless a later time is specified.

7 General

7.1 Stamp duty

Bidder must:

- (a) pay all stamp duty (including fines, penalties and interest) payable and assessed on or in connection with this deed poll, the performance of this deed poll, or any instruments entered into under this deed poll and in respect of a transaction effected by or made under the Scheme and this deed poll;
- (b) pay other costs in respect of the Scheme (including, in connection with the transfer of Bravura Shares to Bidder in accordance with the terms of the Scheme); and
- (c) indemnify on demand each Scheme Shareholder against any liability arising from failure to comply with clauses 7.1(a) or 7.1(b).

7.2 Waiver

- (a) A waiver of any right arising from a breach of this deed poll or of any right, power, authority, discretion or remedy arising upon default under this deed poll must be in writing and signed by the party giving the waiver.
- (b) A failure or delay in exercise, or partial exercise, of:
 - (i) a right arising from a breach of this deed poll; or
 - (ii) a right, power, authority, discretion or remedy created or arising upon default under this deed poll,
 does not result in a waiver of that right, power, authority, discretion or remedy.
- (c) A party is not entitled to rely on a delay in the exercise or non-exercise of a right, power, authority, discretion or remedy arising from a breach of this deed poll or on a default under this deed poll as constituting a waiver of that right, power, authority, discretion or remedy.
- (d) A party may not rely on any conduct of another party as a defence to exercise of a right, power, authority, discretion or remedy by that other party.

7.3 Variation

A provision of this deed poll or any right created under it may not be varied, altered or otherwise amended unless:

- (a) the variation is agreed to by Bravura and Bidder in writing; and
- (b) the Court indicates that the variation, alteration or amendment would not itself preclude approval of the Scheme,

in which event Bidder must enter into a further deed poll in favour of the Scheme Shareholders giving effect to the variation, alteration or amendment.

7.4 Remedies cumulative

The rights, powers and remedies of Bidder and the Scheme Shareholders under this deed poll are cumulative and are in addition to, and do not exclude any, other rights, powers and remedies given by law independently of this deed poll.

7.5 Assignment

- (a) Except as provided in clause 7.5(b), the rights and obligations of Bidder and each Scheme Shareholder under this deed poll are personal and must not be assigned, encumbered or otherwise dealt with at law or in equity and no person may attempt or purport to do so without the prior written consent of Bidder and Bravura.
- (b) Notwithstanding any other provision of this deed poll, Bidder's rights under this deed poll may be encumbered by way of security (whether by charge, mortgage or otherwise) for the benefit of each financial institution or group of financial institutions, bank or other provider of finance, including any agent or trustee acting on behalf of any of the foregoing, with which Bidder or any of its respective related bodies corporate, incurs financial indebtedness from time to time, and any such security may be enforced or released.

7.6 Governing law and jurisdiction

This deed poll is governed by the law in force in the place specified in the Details. Bidder irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that place.

7.7 Further action

Bidder must execute all deeds and other documents and do all things (on its own behalf or on behalf of each Scheme Shareholder) necessary or expedient to give full effect to this deed poll and the transactions contemplated by it.

EXECUTED as a deed poll

Deed Poll

Signing page

DATED: 13/8/13

EXECUTED by **STOCKHOLM SOLUTIONS PTY LTD** in accordance with section 127(1) of the Corporations Act 2001 (Cwlth) by authority of its directors:


Signature of director
PAUL EVANS

Name of director (block letters)


Signature of director/company secretary

STUART MITCHELL
Name of director/company secretary (block letters)

Notice of Scheme Meeting

Notice of Court ordered meeting of holders of Bravura Solutions Limited shares

Bravura Solutions Limited ACN 111 148 826

By order of the Federal Court of Australia made on the 20 August 2013 pursuant to section 411(1) of the Corporations Act, a meeting of holders of fully paid ordinary shares in Bravura Solutions Limited (**Bravura**), other than Ironbridge Entities, will be held:

At: Computershare Investor Services Pty Limited
 Level 4, 60 Carrington Street
 Sydney NSW 2000
On: Monday, 23 September 2013
 10:30am

Terms not defined in this notice of meeting have the meaning respectively given to them in the Explanatory Memorandum.

Purpose of the meeting

The purpose of the meeting is to consider and, if thought fit, to agree (with or without modification) to a scheme of arrangement proposed to be made between Bravura and the holders of its fully paid ordinary shares apart from the Ironbridge Entities (**Scheme**).

Scheme Resolution

"That pursuant to, and in accordance with, section 411 of the Corporations Act 2001 (Cth), the scheme of arrangement proposed between Bravura and the holders of its ordinary shares (apart from the Ironbridge Entities) as contained in and more precisely described in the Explanatory Memorandum of which the notice convening this meeting forms part, is approved (with or without modification as approved by the Federal Court of Australia)."



Brian Mitchell
Director
20 August 2013

Notes to Notice of Scheme Meeting

The Court has directed that Brian Mitchell act as chairperson of the meeting or failing him, Trevor Perry (unless the members of the meeting elect some other person to act as chairperson) and has directed the chairperson to report the result of the meeting to the Court.

Information on the Scheme is set out in the Explanatory Memorandum of which this notice forms part. Terms used in this notice have the same meaning as set out in the Glossary to the Explanatory Memorandum.

Bravura Shareholders who are entitled to vote

For the purposes of the meeting, the Court has determined that the time for determining eligibility to vote at the meeting is 10:30am (Sydney time) on Saturday 21 September 2013 (**Registration Date**). Only those shareholders entered on Bravura's register of ordinary shares (apart from the Ironbridge Entities) (each a Bravura Shareholder) at that time will be entitled to attend and vote at the meeting, either in person, by proxy or attorney or, in the case of a corporate Bravura Shareholder, by a natural person representative.

Any vote cast by the Bidder their Associates or any Associates of the Ironbridge Entities (as defined in the Corporations Act) will not be counted in determining the outcome on the Scheme Resolution.

Voting

How to vote

Bravura Shareholders can vote in either of two ways:

- > by attending the Scheme Meeting and voting in person or by attorney or, in the case of corporate shareholders, by corporate representative; or
- > by appointing a proxy to attend and vote on their behalf.

Voting in person (or by attorney)

Bravura Shareholders are asked to arrive at the venue 30 minutes prior to the time designated for the Scheme Meeting, so that their shareholding can be checked against the Bravura Share Register and attendances noted.

Attorneys should bring with them original or certified copies of the power of attorney under which they have been authorised to attend and vote at the Scheme Meeting.

Representatives of companies attending the Scheme Meeting must present written proof of their appointment, including any authority under which that appointment is signed, prior to the commencement of the Scheme Meeting (unless previously lodged with the Bravura Share Registry).

Voting by proxy

A Bravura Shareholder entitled to attend and vote is entitled to appoint not more than two proxies. Each proxy will have the right to vote on the poll and also to speak at the Scheme Meeting.

The appointment of a proxy may specify the proportion or the number of votes that the proxy may exercise. Where more than one proxy is appointed, and if the appointment does not specify the proportion or number of the shareholder's votes each proxy may exercise, each proxy may exercise half of the votes.

A proxy need not be a Bravura Shareholder.

If a proxy is not directed how to vote on an item of business, the proxy may vote or abstain from voting, as that person thinks fit.

If a proxy is instructed to abstain from voting on an item of business, that person is directed not to vote on the Bravura Shareholder's behalf on the poll, and the Bravura Shares the subject of the proxy appointment will not be counted in computing the required majorities.

Bravura Shareholders who return their Proxy Form with a direction how to vote but do not nominate the identity of their proxy will be taken to have appointed the chairperson of the meeting as their proxy to vote on their behalf. If a Proxy Form is returned but the nominated proxy does not attend the meeting, the chairperson of the meeting will act in place of the nominated proxy and vote in accordance with any instructions. Proxy appointments in favour of the chairperson of the Scheme Meeting, the company secretary of Bravura or any Bravura Director which do not contain a direction will be used to vote in favour of the Sale Resolution. Proxy appointments in favour of the chairperson of the Scheme Meeting, the company secretary of Bravura or any Bravura Director which do not contain a direction will be used to vote in favour of the Scheme Resolution.

A vote given in accordance with the terms of a proxy is valid despite the revocation of the proxy, unless notice in writing of the revocation has been received by the Bravura Share Registry by 10:30am (Sydney time) on Saturday 21 September 2013. You can revoke the proxy after this time by attending the Meetings and voting in person.

The completed Proxy Form should be sent to the Bravura Share Registry using the reply-paid envelope provided with the Explanatory Memorandum.

Lodging your Proxy Form

To be valid, the Proxy Form must be received by 10:30am (Sydney time) on Saturday 21 September 2013 by one of the following methods:

- > by mailing the Proxy Form to GPO Box 242, Melbourne, Victoria 3001 (using the reply-paid envelope provided) or the registered office of Bravura;
- > by hand delivering the enclosed Proxy Form to the Bravura Share Registry at Computershare Investor Services Pty Limited, Level 4, 60 Carrington Street, Sydney NSW 2000;
- > by faxing the Proxy Form to the Bravura Share Registry on 1800 783 447 (within Australia) or +61 3 9473 2555 (outside Australia);
- > by lodging a proxy online via www.investorvote.com.au.

If you are proposing to lodge your Proxy Form by mailing the Proxy Form to GPO Box 242, Melbourne, Victoria 3001 (using the reply-paid envelope provided) or the registered office of Bravura, in order to meet this deadline you should ensure that the Proxy Form is received by 4:00pm Friday 20 September 2013.

The Proxy Form must be signed by the Bravura Shareholder or the Bravura Shareholder's attorney. Proxies given by corporations must be executed in accordance with the Corporations Act. Where the appointment of a proxy is signed by the appointor's attorney, a certified copy of the power of attorney, or the power itself, together with evidence of non-revocation of that power, must be received by the Bravura Share Registry at either of the above addresses or by facsimile transmission by 10:30am (Sydney time) on Saturday 21 September 2013. If facsimile transmission is used, the power of attorney must be certified.

Court approval

In accordance with section 411(4)(b) of the Corporations Act, the Scheme (with or without modification) must be approved by an order of the Court. If the resolution put to this meeting is passed by the required majorities and the other Conditions Precedent to the Scheme (other than that relating to Court approval of the Scheme) are satisfied or waived (including approval of the Sale Resolution being considered at the General Meeting), Bravura intends to apply to the Court for approval of the Scheme on Thursday, 26 September 2013.

Required majorities

In accordance with section 411(4)(a) of the Corporations Act, the Scheme Resolution must be passed by:

- > a majority in number of the members present and voting at the Scheme Meeting (in person, by proxy or by corporate representative or attorney); and
- > at least 75 per cent of the total number of votes cast on the Scheme Resolution (in person, by proxy or by corporate representative or attorney).

Notice of General Meeting

Notice of General Meeting of Bravura Solutions Limited ACN 111 148 826

Bravura Solutions Limited ACN 111 148 826

Notice is given that a general meeting of the holders of ordinary shares in Bravura Solutions Limited (Bravura) will be held:

At: Computershare Investor Services Pty Limited
 Level 4, 60 Carrington Street
 Sydney NSW 2000

On: Immediately following the conclusion of the Scheme Meeting.

for the purpose of transacting the following business (**General Meeting**).

Terms not defined in this notice of meeting have the meaning respectively given to them in the Explanatory Memorandum.

Purpose of the meeting

The purpose of the meeting is to consider and, if thought fit, to pass the following resolution as an ordinary resolution.

Sale Resolution

"That, subject to and conditional on the Effective Date occurring, the acquisition of a relevant interest in 413,886,116 fully paid ordinary shares in the Company by the Bidder and Holdco pursuant to the share sale and purchase agreement entered into on 17 July 2013 by the Ironbridge Entities is approved for the purposes of item 7 of section 611 of the Corporations Act, as more particularly summarised in the Explanatory Memorandum of which this Notice of General Meeting forms part."

By order of the Board



Brian Mitchell
Director
20 August 2013

Information on the Sale Resolution is set out in the Explanatory Memorandum of which this notice forms part. Terms used in this notice have the same meaning as set out in the Glossary to the Explanatory Memorandum.

Bravura Shareholders who are entitled to vote

Persons who are registered as the holder of ordinary Bravura Shares as at 10:30am (Sydney time) on Saturday 21 September 2013 (Registration Date) (each a Bravura Shareholder) are entitled to attend and (subject to the qualifications below) vote at the General Meeting, either in person, by proxy or attorney or, in the case of a corporate Bravura Shareholder, by a natural person representative.

For the purposes of the General Meeting, Bravura has determined that the time for determining eligibility to vote at the meeting is 10:30am (Sydney time) on Saturday 21 September 2013 (Registration Date). Only those shareholders entered on Bravura's register of ordinary shares at that time will be entitled to attend and vote at the General Meeting.

In accordance with section 611 (item 7) of the Corporation Act, the Ironbridge Entities, the Bidder and their respective Associates must not cast votes in favour of the Sale Resolution.

Voting

How to vote

Bravura Shareholders can vote in either of two ways:

- > by attending the General Meeting and voting in person or by attorney or, in the case of corporate shareholders, by corporate representative; or
- > by appointing a proxy to attend and vote on their behalf.

Voting in person (or by attorney)

Bravura Shareholders are asked to arrive at the venue 30 minutes prior to the time designated for the General Meeting, so that their shareholding can be checked against the Bravura Share Register and attendances noted.

Attorneys should bring with them original or certified copies of the power of attorney under which they have been authorised to attend and vote at the General Meeting.

Representatives of companies attending the General Meeting must present written proof of their appointment, including any authority under which that appointment is signed, prior to the commencement of the General Meeting (unless previously lodged with the Bravura Share Registry).

Voting by proxy

A Bravura Shareholder entitled to attend and vote is entitled to appoint not more than two proxies. Each proxy will have the right to vote on the poll and also to speak at the General Meeting.

The appointment of a proxy may specify the proportion or the number of votes that the proxy may exercise. Where more than one proxy is appointed, and if the appointment does not specify the proportion or number of the shareholder's votes each proxy may exercise, each proxy may exercise half of the votes.

A proxy need not be a Bravura Shareholder.

If a proxy is not directed how to vote on an item of business, the proxy may vote or abstain from voting, as that person thinks fit.

If a proxy is instructed to abstain from voting on an item of business, that person is directed not to vote on the Bravura Shareholder's behalf on the poll, and the Bravura Shares the subject of the proxy appointment will not be counted in computing the required majorities.

Bravura Shareholders who return their Proxy Form with a direction how to vote but do not nominate the identity of their proxy will be taken to have appointed the Chairman of the meeting as their proxy to vote on their behalf. If a Proxy Form is returned but the nominated proxy does not attend the meeting, the Chairman of the meeting will act in place of the nominated proxy and vote in accordance with any instructions. Proxy appointments in favour of the Chairman of the General Meeting, the company secretary of Bravura or any Bravura Director which do not contain a direction will be used to vote in favour of the Sale Resolution. Proxy appointments in favour of the Chairman of the Scheme Meeting, the company secretary of Bravura or any Bravura Director which do not contain a direction will be used to vote in favour of the Scheme Resolution.

A vote given in accordance with the terms of a proxy is valid despite the revocation of the proxy, unless notice in writing of the revocation has been received by the Bravura Share Registry by 10:30am (Sydney time) on Saturday 21 September 2013. You can revoke the proxy after this time by attending the Meetings and voting in person.

The completed Proxy Form should be sent to the Bravura Share Registry using the reply-paid envelope provided with the Explanatory Memorandum.

Lodging your Proxy Form

To be valid, the Proxy Form must be received by 10:30am (Sydney time) on Saturday 21 September 2013 by one of the following methods:

- > by mailing the Proxy Form to GPO Box 242, Melbourne, Victoria 3001 (using the reply-paid envelope provided) or the registered office of Bravura;
- > by hand delivering the enclosed Proxy Form to the Bravura Share Registry at Computershare Investor Services Pty Limited, Level 4, 60 Carrington Street, Sydney NSW 2000;
- > by faxing the Proxy Form to the Bravura Share Registry on 1800 783 447 (within Australia) or +61 3 9473 2555 (outside Australia);
- > by lodging a proxy online via www.investorvote.com.au.

If you are proposing to lodge your Proxy Form by mailing the Proxy Form to GPO Box 242, Melbourne, Victoria 3001 (using the reply-paid envelope provided) or the registered office of Bravura, in order to meet this deadline you should ensure that the Proxy Form is received by 4:00pm Friday 20 September 2013.

The Proxy Form must be signed by the Bravura Shareholder or the Bravura Shareholder's attorney. Proxies given by corporations must be executed in accordance with the Corporations Act. Where the appointment of a proxy is signed by the appointor's attorney, a certified copy of the power of attorney, or the power itself, together with evidence of non-revocation of that power, must be received by the Bravura Share Registry at either of the above addresses or by facsimile transmission by 10:30am (Sydney time) on Saturday 21 September 2013. If facsimile transmission is used, the power of attorney must be certified.

Required majorities

The Sale Resolution must be passed by more than 50 per cent of the total number of votes cast by Bravura Shareholders entitled to vote on the resolution (in person, by proxy, by corporate representative or attorney).

Corporate Directory

Bravura Solutions Limited

Level 6
345 George Street
Sydney NSW 2000
AUSTRALIA

Financial Adviser

Macquarie Capital (Australia) Limited
1 Martin Place
Sydney NSW 2000
AUSTRALIA

Legal Adviser

Clayton Utz
1 Bligh Street
Sydney NSW 2000
AUSTRALIA

Independent Expert

Deloitte Corporate Finance Pty Limited
225 George Street
Sydney NSW 2000
AUSTRALIA

Bravura Share Registry

Computershare Investor Services Pty Limited
Level 4, 60 Carrington Street
Sydney NSW 2000
AUSTRALIA
Phone: 1300 855 080

Investor and Analyst Queries

Orient Capital Pty Ltd
Level 12, 680 George Street
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Phone: 1800 129 386 (within Australia) or +61 1800 129 386
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