

Form 603
Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme OzForex Group Limited

ACN/ARSN 165 602 273

1. Details of substantial holder (1)

Name OzForex Group Limited

ACN/ARSN (if applicable) 165 602 273

The holder became a substantial holder on 16 October 2013

2. Details of voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Ordinary	20,310,000	20,310,000	8.46%

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
OzForex Group Limited	Section 608(1)(c) - power to control the exercise of a power to dispose of securities in accordance with escrow agreements attached as Annexure A.	Ordinary; 20,310,000

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
OzForex Group Limited	G&A Lord Pty Ltd as Trustee for the Lord Family Trust	G&A Lord Pty Ltd as trustee for the Lord Family Trust	Ordinary; 9,600,000
OzForex Group Limited	Mr Matthew Gilmour	Mr Matthew Gilmour	Ordinary; 9,600,000
OzForex Group Limited	Carboni Pty Ltd ACN 087 139 213 as Trustee for the Crawley Family Trust	Carboni Pty Ltd as Trustee for the Crawley Family Trust	Ordinary; 1,110,000

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)	Class and number of securities
OzForex Group Limited		NIL	Ordinary; 20,310,000

6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN (if applicable)	Nature of association

7. Addresses

The addresses of persons named in this form are as follows:

Name	Address
OzForex Group Limited	Level 9, 10 Bridge Street Sydney NSW 2000

Signature

print name Neil Helm

capacity Director

sign here

date 18 October 2013

DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
 - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown."
- (9) Details of the consideration must include any and all benefits, moneys and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

Annexure A to Form 603

OzForex Group Limited ACN 165 602 273

This is Annexure "A" of 16 pages referred to in Form 603 - Notice of initial substantial holder

DATE: 18 October 2013


.....

Name: Neil Helm

Capacity: Director ~~/Company Secretary~~

OzForex Group Limited
ACN 165 602 273

20 September 2013

Mr Kede Carboni

and

Carboni Pty Limited ACN 087 139 213 as trustee for the Crawley Trust

Dear Kede

Voluntary Escrow Deed

This letter records the terms of our agreement relating to the escrow of the shares in OzForex Group Limited ACN 165 602 273 (**Company**) identified in item 2 of the schedule to this deed (**Escrow Shares**) held by the person identified in item 1 of the schedule (**Holder**).

1. **Escrow restrictions**
 - 1.1 The Company is seeking a listing on ASX Limited ACN 008 624 691 (**ASX**). The Holder agrees to hold the Escrow Shares as set out in this deed on the basis that the Company will take the steps necessary to be admitted to the official list of ASX.
 - 1.2 Subject to clauses 2 and 3 during the escrow period specified in item 3 of the schedule (**Escrow Period**), the Holder must not do any of the following, without the consent of the Company:
 - (a) sell, assign, transfer, or otherwise dispose of, or agree to sell, assign, transfer or otherwise dispose of the Escrow Shares;
 - (b) create, agree to, or offer to, create, or permit to be created, any encumbrance or security interest over any of the Escrow Shares; or
 - (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of, or creating any encumbrance or security interest over, any of the Escrow Shares.(sub-clauses (a), (b) and (c) together mean **Deal**).
 - 1.3 Subject to clauses 2 and 3 during the Escrow Period, each person listed in item 4 of the schedule (**Controller**) must not Deal, without the consent of the Company, in the securities or in a substantial economic interest or other interests in the Holder or the Escrow Shares in which the Controller has an interest and each intermediate entity through which that interest occurs, as set out in item 5 of the schedule (**Controller Interest**).
 - 1.4 If the Escrow Shares are kept on the Company's certificated sub-register, the Holder must properly deposit the certificates for the Escrowed Shares with a bank or other recognised trustee for the Escrow Period.

1.5 If the Escrow Shares are kept on a CHESS subregister or the Company's issuer sponsored sub-register, subject to the terms of this deed, the Holder irrevocably agrees in writing to the application of a holding lock to the Escrow Shares for the Escrow Period.

1.6 Each of the Holder and the Controllers warrant to the Company that:

- (a) it has full power and legal capacity to enter into and to perform this deed and has obtained all necessary consents to enable it to do so; and
- (b) the information set out in the schedule to this deed is true, accurate, complete and correct and is not misleading in any material respect.

2. Exceptions

The provisions of clause 1 will cease to apply:

- (a) to the extent necessary to allow the Holder or Controller (in respect of the Escrow Shares or Controller Interests as the case may be) to accept a takeover bid for the Company, provided that holders of not less than 50% of the shares in the Company not subject to escrow which are then on issue have accepted the takeover bid. If the takeover bid does not become unconditional the provisions of clause 1 will continue to apply for any Escrow Shares that are not acquired under the takeover bid;
- (b) to the extent necessary to allow the Escrow Shares to be acquired under an amalgamation or scheme of arrangement under Part 5.1 of the Corporations Act or other reorganisation or acquisition of share capital; or
- (c) in the case of the Controllers and Controller Interests only, the death or incapacity of the Controllers.

3. Transfer

3.1 The Holder or Controller may at any time, with the prior written consent of the Company and at its own expense, transfer all (but not some only) of the Escrow Shares or Controller Interests (as the case may be) to any of the following persons or entities:

- (a) a company of which the Holder or Controller is a controlling shareholder of more than 50% of the issued shares; or
- (b) a trust of which the Holder or Controller is a beneficiary or a trust of which the Holder or Controller is a trustee and members of the Holder's or Controller's family are beneficiaries.

each 'a Transferee' on the terms set out in clause 3.2.

3.2 The Transferee must agree in writing before the transfer of the Escrow Shares or Controller Interests to be bound by the terms of this deed and must do all acts, matters and things and execute and deliver all documents required to reflect and give effect to this clause, including without limitation an agreement containing terms identical to this deed.

4. Breach of this deed

4.1 If it appears to the Company that the Holder and/or the Controller may breach this deed, the Company may take the steps necessary to prevent the breach or to enforce this deed.

4.2 If the Holder and/or Controller breaches this deed and the breach is not rectified within three days following receipt of notice from the Company to the person in breach regarding such a breach:

- (a) the Company must take the steps necessary to enforce this deed, or to rectify the breach;
- (b) the Company must refuse to acknowledge, deal with, accept or register any sale, assignment or transfer of any of the Escrow Shares (in addition to any other rights and remedies of the Company);
- (c) the Holder ceases to be entitled to any dividends, distributions or voting rights while the breach continues; and
- (d) where a Controller is in breach, the Company may by notice to the Holder and the Controllers, require the Holder to transfer the Escrow Shares to the Controller and the Controller to sign an escrow deed under the same terms as this deed for the remainder of the Escrow Period.

4.3 The parties agree that damages would be an insufficient remedy for breach of clause 1 and each of the Holder and Controllers agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder and/or Controllers' obligation under clause 1 without proof of actual damage and without prejudice to any of its other rights or remedies.

5. General

5.1 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 deed expressly states otherwise.

5.2 Variation and waiver

A provision of this deed or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound.

5.3 Further assurances

Each party agrees, at its own expense, on the request of the other parties, to do everything reasonably necessary to give effect to this deed and the transactions contemplated by it, including, but not limited to, the execution of documents.

5.4 Severability

If the whole or any part of a provision of this deed is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this deed has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause 5.4 has no effect if the severance alters the basic nature of this deed or is contrary to public policy.

5.5 Assignment

The rights and obligations of each party under this deed cannot be assigned without the prior written consent of the other parties, which consent cannot be unreasonably withheld.

5.6 Jurisdiction

The laws of New South Wales apply to this deed. The parties submit to the exclusive jurisdiction of the courts of that State.

5.7 Counterpart

This deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the deed of each party who has executed and delivered that counterpart.

Schedule

1. **Holder's name and address**

Carboni Pty Limited ACN 087 139 213 as trustee for the Crawley Trust

2. **Particulars of Escrow Shares**

That number of ordinary shares in the capital of the Company as follows:

1,110,000

3. **Escrow Period**

From the date of this deed and expiring on the day which is 3 days after the Company has reported its financial results for the half year ending 30 September 2014.

4. **Controllers**

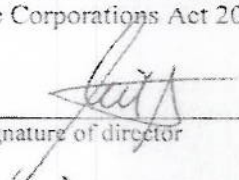
Kede Carboni

5. **Controller Interests**

All of the legal and beneficial interests in the Holder and all of the Escrow Shares.

Executed as a deed

Executed by OzForex Group Limited ACN
164 602 273 in accordance with section 127 of
the Corporations Act 2001 (Cth):



Signature of director

New Houn

Full name of director



Signature of company secretary/director

Lionel Dole

Full name of company secretary/director

Executed by Carboni Pty Ltd as trustee
for the Crawley Trust in accordance with
section 127 of the Corporations Act 2001 (Cth):

Kede Peter CARBONI

Full name of sole director and company secretary who
states that he or she is the sole director and sole
company secretary of Carboni Pty Ltd as trustee
for the Crawley Trust

Kede Peter CARBONI
Signature of sole director and sole company
secretary

Signed, sealed and delivered by
Kede Carboni in the presence of:

[Signature]
Signature of witness

Leorn Reed
Full name of witness

[Signature]
Signature

OzForex Group Limited
ACN 165 602 273

20 September 2013

Ms Annette Lord & Mr Gary Lord

and

G & A Lord Pty Ltd ATF The Lord Family Trust

Dear Gary and Annette

Voluntary Escrow Deed

This letter records the terms of our agreement relating to the escrow of the shares in OzForex Group Limited ACN 165 602 273 (**Company**) identified in item 2 of the schedule to this deed (**Escrow Shares**) held by the person identified in item 1 of the schedule (**Holder**).

1. Escrow restrictions

- 1.1 The Company is seeking a listing on ASX Limited ACN 008 624 691 (**ASX**). The Holder agrees to hold the Escrow Shares as set out in this deed on the basis that the Company will take the steps necessary to be admitted to the official list of ASX.
- 1.2 Subject to clauses 2 and 3 during the escrow period specified in item 3 of the schedule (**Escrow Period**), the Holder must not do any of the following, without the consent of the Company:
- (a) sell, assign, transfer, or otherwise dispose of, or agree to sell, assign, transfer or otherwise dispose of the Escrow Shares;
 - (b) create, agree to, or offer to, create, or permit to be created, any encumbrance or security interest over any of the Escrow Shares; or
 - (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of, or creating any encumbrance or security interest over, any of the Escrow Shares,
- (sub-clauses (a), (b) and (c) together mean **Deal**).
- 1.3 Subject to clauses 2 and 3 during the Escrow Period, each person listed in item 4 of the schedule (**Controller**) must not Deal, without the consent of the Company, in the securities or in a substantial economic interest or other interests in the Holder or the Escrow Shares in which the Controller has an interest and each intermediate entity through which that interest occurs, as set out in item 5 of the schedule (**Controller Interest**).
- 1.4 If the Escrow Shares are kept on the Company's certificated sub-register, the Holder must properly deposit the certificates for the Escrowed Shares with a bank or other recognised trustee for the Escrow Period.

- 1.5 If the Escrow Shares are kept on a CHESS subregister or the Company's issuer sponsored subregister, subject to the terms of this deed, the Holder irrevocably agrees in writing to the application of a holding lock to the Escrow Shares for the Escrow Period.
- 1.6 Each of the Holder and the Controllers warrant to the Company that:
- (a) it has full power and legal capacity to enter into and to perform this deed and has obtained all necessary consents to enable it to do so; and
 - (b) the information set out in the schedule to this deed is true, accurate, complete and correct and is not misleading in any material respect.
2. **Exceptions**
- The provisions of clause 1 will cease to apply:
- (a) to the extent necessary to allow the Holder or Controller (in respect of the Escrow Shares or Controller Interests as the case may be) to accept a takeover bid for the Company, provided that holders of not less than 50% of the shares in the Company not subject to escrow which are then on issue have accepted the takeover bid. If the takeover bid does not become unconditional the provisions of clause 1 will continue to apply for any Escrow Shares that are not acquired under the takeover bid;
 - (b) to the extent necessary to allow the Escrow Shares to be acquired under an amalgamation or scheme of arrangement under Part 5.1 of the Corporations Act or other reorganisation or acquisition of share capital; or
 - (c) in the case of the Controllers and Controller Interests only, the death or incapacity of the Controllers.
3. **Transfer**
- 3.1 The Holder or Controller may at any time, with the prior written consent of the Company and at its own expense, transfer all (but not some only) of the Escrow Shares or Controller Interests (as the case may be) to any of the following persons or entities:
- (a) a company of which the Holder or Controller is a controlling shareholder of more than 50% of the issued shares; or
 - (b) a trust of which the Holder or Controller is a beneficiary or a trust of which the Holder or Controller is a trustee and members of the Holder's or Controller's family are beneficiaries,
- each 'a Transferee' on the terms set out in clause 3.2.
- 3.2 The Transferee must agree in writing before the transfer of the Escrow Shares or Controller Interests to be bound by the terms of this deed and must do all acts, matters and things and execute and deliver all documents required to reflect and give effect to this clause, including without limitation an agreement containing terms identical to this deed.
4. **Breach of this deed**
- 4.1 If it appears to the Company that the Holder and/or the Controller may breach this deed, the Company may take the steps necessary to prevent the breach or to enforce this deed.

- 4.2 If the Holder and/or Controller breaches this deed and the breach is not rectified within three days following receipt of notice from the Company to the person in breach regarding such a breach:
- (a) the Company must take the steps necessary to enforce this deed, or to rectify the breach;
 - (b) the Company must refuse to acknowledge, deal with, accept or register any sale, assignment or transfer of any of the Escrow Shares (in addition to any other rights and remedies of the Company);
 - (c) the Holder ceases to be entitled to any dividends, distributions or voting rights while the breach continues; and
 - (d) where a Controller is in breach, the Company may by notice to the Holder and the Controllers, require the Holder to transfer the Escrow Shares to the Controller and the Controller to sign an escrow deed under the same terms as this deed for the remainder of the Escrow Period.
- 4.3 The parties agree that damages would be an insufficient remedy for breach of clause 1 and each of the Holder and Controllers agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder and/or Controllers' obligation under clause 1 without proof of actual damage and without prejudice to any of its other rights or remedies.
5. **General**
- 5.1 **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 deed expressly states otherwise.
- 5.2 **Variation and waiver**
- A provision of this deed or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound.
- 5.3 **Further assurances**
- Each party agrees, at its own expense, on the request of the other parties, to do everything reasonably necessary to give effect to this deed and the transactions contemplated by it, including, but not limited to, the execution of documents.
- 5.4 **Severability**
- If the whole or any part of a provision of this deed is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this deed has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause 5.4 has no effect if the severance alters the basic nature of this deed or is contrary to public policy.
- 5.5 **Assignment**
- The rights and obligations of each party under this deed cannot be assigned without the prior written consent of the other parties, which consent cannot be unreasonably withheld.

5.6 Jurisdiction

The laws of New South Wales apply to this deed. The parties submit to the exclusive jurisdiction of the courts of that State.

5.7 Counterpart

This deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the deed of each party who has executed and delivered that counterpart.

Schedule

1. **Holder's name and address**

G & A Lord Pty Ltd ATF The Lord Family Trust

2. **Particulars of Escrow Shares**

That number of ordinary shares in the capital of the Company as follows:

9,600,000

3. **Escrow Period**

From the date of this deed and expiring on the day which is 3 days after the Company has reported its financial results for the half year ending 30 September 2014.

4. **Controllers**

Gary Lord and Annette Lord

5. **Controller Interests**

All of the legal and beneficial interests in the Holder and all of the Escrow Shares.

Executed as a deed

Executed by OzForex Group Limited ACN
164 602 273 in accordance with section 127 of
the Corporations Act 2001 (Cth):



Signature of director

NEIL HELM

Full name of director

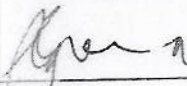


Signature of company secretary/director

LIDIA DOLAN

Full name of company secretary/director

Executed by G & A Lord Pty Limited ATF
The Lord Family Trust in accordance with
section 127 of the Corporations Act 2001 (Cth):



Signature of director

GARY LORD

Full name of director

Signed, sealed and delivered by
Gary Lord in the presence of:



Signature of witness

NICHOLAS BROWN

Full name of witness

Signed, sealed and delivered by
Annette Lord in the presence of:



Signature of witness

NICHOLAS BROWN

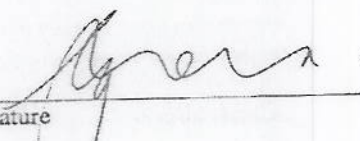
Full name of witness



Signature of company secretary/director

ANNETTE LORD

Full name of company secretary/director



Signature



Signature

OzForex Group Limited
ACN 165 602 273

20 September 2013

Mr Matthew Gilmour

Dear Matthew

Voluntary Escrow Deed

This letter records the terms of our agreement relating to the escrow of the shares in OzForex Group Limited ACN 165 602 273 (**Company**) identified in item 2 of the schedule to this deed (**Escrow Shares**) held by the person identified in item 1 of the schedule (**Holder**).

1. **Escrow restrictions**
 - 1.1 The Company is seeking a listing on ASX Limited ACN 008 624 691 (**ASX**). The Holder agrees to hold the Escrow Shares as set out in this deed on the basis that the Company will take the steps necessary to be admitted to the official list of ASX.
 - 1.2 Subject to clauses 2 and 3 during the escrow period specified in item 3 of the schedule (**Escrow Period**), the Holder must not do any of the following, without the consent of the Company:
 - (a) sell, assign, transfer, or otherwise dispose of, or agree to sell, assign, transfer or otherwise dispose of the Escrow Shares;
 - (b) create, agree to, or offer to, create, or permit to be created, any encumbrance or security interest over any of the Escrow Shares; or
 - (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of, or creating any encumbrance or security interest over, any of the Escrow Shares.
 - 1.3 If the Escrow Shares are kept on the Company's certificated sub-register, the Holder must properly deposit the certificates for the Escrowed Shares with a bank or other recognised trustee for the Escrow Period.
 - 1.4 If the Escrow Shares are kept on a CHESS subregister or the Company's issuer sponsored sub-register, subject to the terms of this deed, the Holder irrevocably agrees in writing to the application of a holding lock to the Escrow Shares for the Escrow Period.
 - 1.5 The Holder warrants to the Company that:
 - (a) it has full power and legal capacity to enter into and to perform this deed and has obtained all necessary consents to enable it to do so; and
 - (b) the information set out in the schedule to this deed is true, accurate, complete and correct and is not misleading in any material respect.

2. Exceptions

The provisions of clause 1 will cease to apply:

- (a) to the extent necessary to allow the Holder to accept a takeover bid for the Company, provided that holders of not less than 50% of the shares in the Company not subject to escrow which are then on issue have accepted the takeover bid. If the takeover bid does not become unconditional the provisions of clause 1 will continue to apply for any Escrow Shares that are not acquired under the takeover bid;
- (b) to the extent necessary to allow the Escrow Shares to be acquired under an amalgamation or scheme of arrangement under Part 5.1 of the Corporations Act or other reorganisation or acquisition of share capital; or
- (c) on the death or incapacity of the Holder.

3. Transfer

3.1 The Holder may at any time, with the prior written consent of the Company and at its own expense, transfer all (but not some only) of the Escrow Shares to any of the following persons or entities:

- (a) a company of which the Holder is a controlling shareholder of more than 50% of the issued shares; or
- (b) a trust of which the Holder is a beneficiary or a trust of which the Holder is a trustee and members of the Holder's family are beneficiaries,

each 'a Transferee' on the terms set out in clause 3.2.

3.2 The Transferee must agree in writing before the transfer of the Escrow Shares to be bound by the terms of this deed and must do all acts, matters and things and execute and deliver all documents required to reflect and give effect to this clause, including without limitation an agreement containing terms identical to this deed.

4. Breach of this deed

4.1 If it appears to the Company that the Holder may breach this deed, the Company may take the steps necessary to prevent the breach or to enforce this deed.

4.2 If the Holder breaches this deed and the breach is not rectified within three days following receipt of notice from the Company to the person in breach regarding such a breach:

- (a) the Company must take the steps necessary to enforce this deed, or to rectify the breach;
- (b) the Company must refuse to acknowledge, deal with, accept or register any sale, assignment or transfer of any of the Escrow Shares (in addition to any other rights and remedies of the Company); and
- (c) the Holder ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

4.3 The parties agree that damages would be an insufficient remedy for breach of clause 1 and the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holders' obligation under clause 1 without proof of actual damage and without prejudice to any of its other rights or remedies.

5. **General**

5.1 **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 deed expressly states otherwise.

5.2 **Variation and waiver**

A provision of this deed or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound.

5.3 **Further assurances**

Each party agrees, at its own expense, on the request of the other parties, to do everything reasonably necessary to give effect to this deed and the transactions contemplated by it, including, but not limited to, the execution of documents.

5.4 **Severability**

If the whole or any part of a provision of this deed is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this deed has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause 5.4 has no effect if the severance alters the basic nature of this deed or is contrary to public policy.

5.5 **Assignment**

The rights and obligations of each party under this deed cannot be assigned without the prior written consent of the other parties, which consent cannot be unreasonably withheld.

5.6 **Jurisdiction**

The laws of New South Wales apply to this deed. The parties submit to the exclusive jurisdiction of the courts of that State.

5.7 **Counterpart**

This deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the deed of each party who has executed and delivered that counterpart.

Schedule

1. **Holder's name and address**

Matthew Gilmour

2. **Particulars of Escrow Shares**

That number of ordinary shares in the capital of the Company as follows:

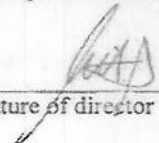
9,600,000

3. **Escrow Period**

From the date of this deed and expiring on the day which is 3 days after the Company has reported its financial results for the half year ending 30 September 2014.

Executed as a deed

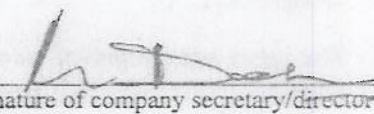
Executed by OzForex Group Limited ACN
165 602 273 in accordance with section 127 of
the Corporations Act 2001 (Cth):



Signature of director

NEIL HELM

Full name of director

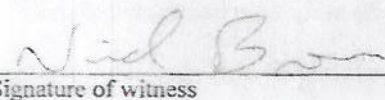


Signature of company secretary/director

LIONEL DOUCH

Full name of company secretary/director

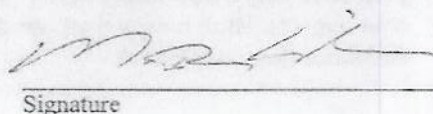
Signed, sealed and delivered by
Matthew Gilmour in the presence of:



Signature of witness

NICHOLAS BROWN

Full name of witness



Signature