

Form 603

Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme OneVue Holdings Limited

ACN/ARSN 108 221 870

1. Details of substantial holder (1)

Name OneVue Holdings Limited

ACN/ARSN (if applicable) 108 221 870

The holder became a substantial holder on 24 /07 / 2014

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	Persons' votes (5)	Voting power (6)
Fully paid ordinary shares	28,327,624	28,327,624	18.40%

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
OneVue Holdings Limited	OneVue Holdings Limited has a relevant interest in its own securities as a result of the restriction on the disposal of shares in OneVue Holdings Limited held by the persons listed in Annexure "B" under voluntary escrow agreements, which gives OneVue Holdings Limited the power to control the exercise of a power to dispose of those securities for the purposes of section 608(1) of the <i>Corporations Act 2001</i> (Cth). A copy of an executed voluntary restriction agreement is attached as Annexure "A".	28,327,624 Fully paid ordinary shares

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
See Annexure A			

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
		Cash	Non-cash	
OneVue Holdings Limited	24/07/2014	N/A	Non cash pursuant to voluntary escrow agreements, a copy of an executed voluntary escrow agreement is attached as Annexure "A".	28,327,624 Fully paid ordinary shares

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
Not applicable	Not applicable

7. Addresses

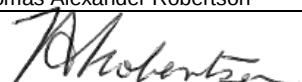
The addresses of persons named in this form are as follows:

Name	Address
OneVue Holdings Limited	Level 5, 10 Spring Street, Sydney NSW 2000
See Annexure B	See Annexure B

Signature

print name Thomas Alexander Robertson capacity Company Secretary

sign here



Date 25/ 07 / 2014

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, money 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.

This is annexure A of 17 pages referred to in Form 603 Notice of initial substantial holder dated 25/07/2014.



Thomas Alexander Robertson

Company Secretary, OneVue Holdings Limited

Voluntary Restriction Agreement

OneVue Holdings Limited

and

#[Insert]#

Ref GWH:US:298756

Doc ID 180025841/v1

NSW 2000 Australia
GPO Box 5408, Sydney NSW 2001 Australia
DX 129 Sydney

Facsimile 1300 369 656 (Australia) +61 2
9037 0055 (International)
hwlebsworth.com.au

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Voluntary Restriction Agreement

Date

Parties

OneVue Holdings Limited

ACN 108 221 870 of Level 5, 10 Spring Street Sydney NSW 2000

(Entity)

The party listed in Item 1 of the Schedule

(Holder)

The party listed in Item 2 of the Schedule (if any)

(Controller)

Recitals

- A. The Holder holds #[Insert]# Shares in the Entity and has agreed to restrict #[Insert]# Shares in the Entity (**Restricted Securities**).
- B. The Holder and the Controller have entered into this Agreement to restrict the Holder's ability to Deal in the Restricted Securities for a period commencing on the date on which the Restricted Securities are quoted on ASX and ending one trading day after release to the ASX of the preliminary financial report for the year ended 30 June 2015 on the terms contained in this Agreement.

The parties agree, in consideration of, among other things, the mutual promises contained in this Agreement as follows:

1. Definitions and interpretation clauses

1.1 Definitions

In this Agreement:

ASX	means ASX Limited ABN 98 008 624 691.
ASX Settlement	means ASX Settlement Pty Limited ACN 008 504 532.
ASX Settlement Operating Rules	means the settlement and operating rules operated by ASX Settlement.
Business Day	means a day on which banks are open for business in the State of New South Wales, Australia, excluding a Saturday, Sunday or public holiday.
CHESS	means the Clearing House Electronic Subregister System as defined in the ASX Settlement Operating Rules.
Controller Interests	means, in respect of a Controller, the securities, substantial economic or beneficial interest in the Restricted Securities and each intermediate entity through which that interest occurs, full particulars of which are set out in Item 5 of the Schedule.
Corporations Act	means <i>Corporations Act 2001</i> (Cth).
Dealing	in respect of any Restricted Security, means to: (a) dispose of, or agree or offer to dispose of, that Restricted Security or any legal, beneficial or economic interest in that Restricted Security; (b) create, or agree or offer to create, any Security Interest in that Restricted Security or any legal, beneficial or economic interest in that Restricted Security; 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 that Restricted Security or any legal, beneficial or economic interest in that Restricted Security.

Escrow Period	means the periods set out in Item 3 of the Schedule.
Listing Rules	means the official listing rules of ASX as amended from time to time.
PPSA	means the <i>Personal Property Securities Act 2009</i> (Cth).
Restricted Securities	means the securities set out in Item 4 of the Schedule.
Security Interest	means an interest or power: (a) reserved in or over an interest in any asset including, but not limited to, any retention of title; or (b) created or otherwise arising in or over any interest in any asset under the PPSA, a bill of sale, mortgage, lien, pledge, trust or power; and (c) any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.
Shares	means fully paid ordinary shares in the capital of the Entity.

1.2 Interpretation

In this Agreement, unless the context requires otherwise:

- (a) headings and italicised, highlighted or bold type do not affect the interpretation of this Agreement;
- (b) the singular includes the plural and the plural includes the singular;
- (c) a gender includes all other genders;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning;
- (e) a reference to a 'person' includes any individual, firm, company, partnership, joint venture, an unincorporated body or association, trust, corporation or other body corporate and any Government Agency (whether or not having a separate legal personality);

- (f) a reference to any thing (including any right) includes a part of that thing, but nothing in this clause 1.2(f) implies that performance of part of an obligation constitutes performance of the obligation;
- (g) a reference to a clause, party, annexure, exhibit or schedule is a reference to a clause of, and a party, annexure, exhibit and schedule to, this Agreement and a reference to this Agreement includes any clause, annexure, exhibit and schedule;
- (h) a reference to a document (including this Agreement) includes all amendments or supplements to, or replacements or novations of, that document;
- (i) a reference to a party to any document includes that party's successors and permitted assigns;
- (j) a reference to time is to Sydney time;
- (k) the word **person** means a natural person and any association, body or entity whether incorporated or not;
- (l) where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;
- (m) a covenant or agreement on the part of two or more persons binds them jointly and severally;
- (n) no rule of construction applies to the disadvantage of a party because this Agreement is prepared by (or on behalf of) that party; and
- (o) a reference to any thing is a reference to the whole and each part of it.

1.3 Business Day

If anything under this Agreement is required to be done by or on a day that is not a Business Day that thing must be done by or on the next Business Day.

2. Escrow restrictions

2.1 Escrow restrictions - Holder

Subject to clause 2.3, the Holder must not Deal in the Restricted Securities during the Escrow Period.

2.2 Escrow restrictions - Controller

Subject to clause 2.3, each Controller must not Deal in its Controller Interests during the Escrow Period.

2.3 Exceptions

During the Escrow Period, the Holder or Controller may Deal in any of its Restricted Securities or Controller Interests (as relevant) if the Dealing arises solely as a result of:

- (a) the acceptance of a bona fide takeover bid made under Chapter 6 of the Corporations Act in respect of a proportion or all of the Shares on issue, provided the holders of at least half of the Shares on issue have accepted the offer made under that bona fide takeover bid;
- (b) the transfer or cancellation of the Shares as part of a scheme of arrangement under Part 5.1 of the Corporations Act;
- (c) a share buyback or other similar reorganisation or acquisition of share capital which has received all necessary approvals; or
- (d) the Dealing being required by applicable law (including an order of a court of competent jurisdiction).

2.4 Reinstatement of no Dealing undertaking

- (a) If a takeover bid referred to in clause 2.3(a) does not become unconditional or a scheme of arrangement referred to in clause 2.3(b) does not take effect, the obligations in clauses 2.1 and 2.2 will be reinstated for the duration of the Escrow Period.
- (b) Following completion of the buyback, reorganisation or acquisition detailed in clause 2.3(c), the obligations in clauses 2.1 and 2.2 with respect to the balance of any Restricted Securities will be reinstated for the duration of the Escrow Period.

2.5 Notice

If the Holder or a Controller becomes aware:

- (a) that a Dealing in any Restricted Securities or its Controller Interests has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Restricted Securities or its Controller Interests during the Escrow Period,

it must notify the Entity as soon as practicable after becoming aware of the Dealing or the matters giving rise to the Dealing, providing full details.

3. Rights attaching to Restricted Securities

Nothing in this Agreement, including clause 2, affects or in any way restricts the following rights attaching to the Restricted Securities:

- (a) the right to vote;
- (b) the right to receive dividends or other forms of distribution, including in-specie distributions or capital returns; and
- (c) the right to participate in any form of rights, entitlement or other pro-rata offer to shareholders or any bonus or dividend reinvestment plan.

4. Holding lock

4.1 Application

The Entity must apply a holding lock to the Restricted Securities during the Escrow Period (if the Restricted Securities are held on an issuer sponsored subregister) or give notice to ASX Settlement requesting it to apply a holding lock (if they are held in a CHES holding).

4.2 Consent

The Holder and the Controller consent to:

- (a) the Entity entering the Restricted Securities on the Entity's issuer sponsored subregister; and
- (b) the application of a holding lock to such Restricted Securities,

during the Escrow Period. The Entity must take all steps necessary to ensure the Restricted Securities become fully transferable at the end of the Escrow Period.

4.3 Removal of Holding Lock

At least 10 Business Days prior to the expiry of the relevant Escrow Period, the Entity must apply to remove any holding lock applied to the applicable Restricted Securities under clause 4.1 (if they are held on an issuer sponsored subregister) or give notice to ASX Settlement requesting it to remove the holding lock (if they are in a CHES holding). The removal of the holding lock is to take effect from the day after the last day of the relevant Escrow Period.

5. Warranties, Representations and Undertaking

5.1 Giving of Warranties

The Holder and each Controller give the warranties and representations in favour of the Entity as at:

- (a) the date of this Agreement; and
- (b) at all times until expiry of the Escrow Period.

5.2 Warranties and Representations

The Holder and each Controller jointly and severally represent and warrant that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this Agreement (including, if the Holder or Controller has entered into this agreement as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**);
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this Agreement in accordance with its terms;
- (c) this Agreement constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this Agreement does not and will not violate, breach or result in a contravention of:
 - (i) any applicable law, regulation or authorisation;
 - (ii) its constitution or other constituent documents (or, if the Holder or Controller is a Trustee, the trust deed for the Trust); or
 - (iii) any agreement, undertaking, Security Interest, or document which is binding on it;
- (e) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in the Restricted Securities such that it will take effect during the Escrow Period;
- (f) the Restricted Securities are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) there is no person who has, or will have, at or immediately following the issue of the Restricted Securities, any substantial economic or beneficial interest in the Restricted Securities other than the Holder and the Controller;

- (h) the Holder will at the date of issue of the Restricted Securities, hold the Restricted Securities set out in Item 4 of the Schedule and each Controller will at Completion, hold its Controller Interests set out in Item 5 of the Schedule;
- (i) if the Holder or a Controller is a Trustee, the Trustee is the trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove it as trustee of the Trust; and
- (j) if the Holder or a Controller is a Trustee:
 - (i) the Holder or Controller has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this Agreement and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Holder or Controller has not released or disposed of its equitable lien over that trust; and
 - (ii) the Trust has not been terminated and there is not effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettlement the Trust.

5.3 Undertaking

The Holder and each Controller undertakes to the Entity:

- (a) to comply in all respects with this Agreement; and
- (b) not to seek any waiver or variation of this Agreement without the prior written consent of the Entity.

5.4 Effect of breach of warranty

A breach of any of the warranties set out in clause 5.1 is a breach of this Agreement.

5.5 Survival of warranties and representations

The warranties and representations set out in clause 5.1 survive termination of this Agreement.

6. Consequences of breach

6.1 Consequences of Breach

If the Holder or a Controller breaches this Agreement (**Defaulting Party**), each of the following applies:

- (a) as soon as practicable after becoming aware of the breach, the Entity must take the steps as necessary to prevent the breach, or to enforce this Agreement, including seeking injunctive relief;

- (b) the Entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities. This is in addition to other rights and remedies of the Entity; and
- (c) the Defaulting Party will cease to be entitled to any dividends, distributions or voting rights attaching to the Restricted Securities while the breach continues.

6.2 Injunctive Relief or Specific Performance

The parties agree that damages would be an insufficient remedy for breach of clauses 2.1 and 2.2 and each of the Holder and Controller agrees that the Entity is entitled to seek and obtain an injunction or specific performance to enforce the Holder and/or Controller's obligation under clause 2.1 or clause 2.2 without proof of actual damage and without prejudice to any of its rights or remedies.

7. Disclosure

The Holder and the Controller authorise the Entity to disclose:

- (a) the terms of this Agreement in its initial public offering prospectus dated on or about 23 June 2014 (and any supplementary or replacement prospectus for the initial public offering prospectus);
- (b) to the ASX such information relating to the terms of this Agreement as is required by ASX under the Listing Rules or otherwise, including disclosure in compliance with Listing Rule 3.10A.

8. Confidentiality

The parties agree to keep confidential all information, and to not make press or other announcements or releases, relating to this Agreement and the transactions contemplated by it (including the execution of documents) other than as required by law or as permitted by clause 7 above.

9. Notices

9.1 Form of Notice

All notices, requests, demands, consents, approvals, agreements or other communications (**notices**) to or by a party given for the purposes of this Agreement must be:

- (a) in writing;

- (b) signed by the party giving notice or a person duly authorised by that party or, where transmitted by e-mail, sent by the party giving notice or a person duly authorised by that party;
- (c) directed to the recipient's address (as specified in clause 9.3 or as varied by any notice); and
- (d) hand delivered, sent by prepaid post or transmitted by facsimile to that address,

and will be taken to be duly given or made (in the case of delivery in person or by post or facsimile transmission) when delivered, received or left at the address of the recipient shown in this Agreement or to any other address which it may have notified the sender.

9.2 Receipt

A notice given in accordance with this clause is taken as having been given and received:

- (a) if hand delivered at or before 4.00 pm on a Business Day, on delivery, otherwise at 9.30 am on the next Business Day;
- (b) if sent by prepaid post, on the seventh Business Day after the date of posting;
- (c) if transmitted by e-mail, on the first Business Day after the date of transmission; or
- (d) if transmitted by facsimile at or before 4.00 pm on a Business Day, at the time recorded on the transmission report indicating successful transmission of the entire notice, otherwise at 9.30 am on the next Business Day.

9.3 Address for notices

Unless varied by notice in accordance with this clause 9.3, the parties' addresses and other details are:

- (a) if to the Entity:

Address: Level 5, 10 Spring Street
Sydney NSW 2000

Facsimile: +61 2 8022 7448

Attention: Connie McKeage

- (b) if to the Holder:

Address: #[Insert]#

Facsimile: #[Insert]#

Attention: #[Insert]#

(c) if to the Controller:

Address: #[Insert]#

Facsimile: #[Insert]#

Attention: #[Insert]#

10. General

10.1 Amendments

This Agreement may only be varied by a document signed by or on behalf of the parties.

10.2 Counterparts

- (a) The parties may execute this Agreement in two or more counterparts.
- (b) The parties deem that each counterpart is an original.
- (c) All counterparts together constitute one instrument.

10.3 Further Acts

Each party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by any other party to give effect to this Agreement.

10.4 Time of the Essence

Time is of the essence of this Agreement.

10.5 Liability

An obligation of two or more persons binds them separately and together.

10.6 Governing Law and Jurisdiction

- (a) This Agreement is governed by the laws of New South Wales.

- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

Schedule

Item 1 Holder's name #Insert#
 and address:

Item 2 Each Controller's #Insert#
 (if any) name and
 address:

Item 3 Escrow Period: Commences on the date on which the Restricted Securities are
 quoted on the ASX (**Commencement Date**) and ends one
 trading day after release to the ASX of the preliminary financial
 report for the year ended 30 June 2015.

Item 4 Particulars of #Insert# Shares except that #Insert# Shares may be released
 Restricted from the restrictions in this agreement if the share price is \$1 or
 Securities: greater at the close of trading for three consecutive trading days.

Item 5 Particulars of #Insert#
 Controller
 Interests

Item 6 (if any):

Signing page

Executed as an agreement

Executed by OneVue Holdings Limited
ACN 108 221 870 in accordance with
section 127(1) of the *Corporations Act*
2001 (Cth) by:

Signature of Director

Signature of Director/Company Secretary

Full name (print)

Full name (print)

Executed by #[Insert company name]#
ACN #[Insert ACN]# in accordance with
section 127(1) of the *Corporations Act*
2001 (Cth) by:

Signature of Director

Signature of Director/Company Secretary

Full name (print)

Full name (print)

Executed by #[Insert company name]#
ACN #[Insert ACN]# in accordance with
section 127(1) of the *Corporations Act*
2001 (Cth) by:

Signature of Director

Signature of Director/Company Secretary

Full name (print)

Full name (print)

This is annexure B of 1 page referred to in Form 603 Notice of initial substantial holder dated 25/07/2014


Thomas Alexander Robertson

Company Secretary, OneVue Holdings Limited

Registered holder of securities/ Person entitled to be registered as holder (8)	Number of ordinary fully paid shares	Address
Abtourk (Syd No. 415) Pty Limited ACN 054 798 104	17,838,418	Suite 1202, Level 12, 135 Macquarie Street, Sydney NSW 2000
Abtourk (Syd No. 376) Pty Limited ACN 050 289 524	2,853,466	Suite 1202, Level 12, 135 Macquarie Street, Sydney NSW 2000
Abtourk (Syd No. 368) Pty Limited ACN 050 289 604	137,728	Suite 1202, Level 12, 135 Macquarie Street, Sydney NSW 2000
Abtourk (Syd No. 387) Pty Limited ACN 051 207 151	86,929	Suite 1202, Level 12, 135 Macquarie Street, Sydney NSW 2000
Strategic Consultants International Pty Ltd ACN 098 236 867	1,171,429	Suite 804, Level 8, 135 Macquarie Street, Sydney NSW 2000
Connie Mckeage	644,409	49 The Point Rd, Woolwich NSW 2110
Nigel Stokes Pty Ltd ACN 002 946 312 ATF Pension Fund	4,306,591	C/- Gould Ralph Pty Ltd, Level 42, 259 George Street, Sydney NSW 2000
GMBP Pty Ltd ACN 145 859 650 ATF GM Pemberton Superannuation Fund	1,288,654	8 Baden Road, Neutral Bay NSW 2089