



# MARKET RELEASE

13 October 2014

1-Page Limited

(previously Internet Resources Limited)

## PRE-REINSTATEMENT DISCLOSURE

1-Page Limited (previously Internet Resources Limited) (the “Company”) will be reinstated to official quotation as from 11 am EDST on Wednesday, 15 October 2014, following the Company’s compliance with listing rule 11.1.3 and chapters 1 and 2 of the ASX Listing Rules.

The following information is released as pre-reinstatement disclosure.

1. Appendix 1A and Information Form and Checklist.
2. Distribution schedule.
3. Top 20 holders.
4. Number and escrow period of restricted securities.
5. A statement setting out the capital structure of the Company.
6. An updated statement of commitments.
7. An updated statement of financial position.
8. The Company’s securities trading policy.
9. An updated statement on the status of the pending patent applications
10. The 1-Page Company Inc audited financial statements for the years ended December 2012 and December 2013.
11. A Statement confirming completion of the consolidation of the Company’s securities on a 1:20 basis as disclosed in the Company’s Notice of Meeting and approved by shareholders on 30 September 2014.
  - 11.1 A statement confirming completion of the acquisition of The One-Page Company Inc, including:
  - 11.2 Confirmation that the Merger is effective and that the Certificate of Merger has been executed and registered by the Delaware Secretary of State.
  - 11.3 Confirmation that the Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the Delaware General Corporation Law

- 11.4 Confirmation of the issue of 50,000,000 fully paid shares to The One-Page Company Inc Vendors.
12. A statement confirming the repayment of US\$411,305 in debt owing to The One-Page Company Inc, including the issue 556,655 of fully paid shares to Joanna Weidenmiller.
13. A statement confirming that there are no legal, regulatory or contractual impediments to the Company undertaking the activities the subject of the commitments disclosed in the Prospectus.
14. A statement confirming that the Company has obtained ASIC relief to enable it to issue the Consideration Shares to the US Subsidiary without contravening section 259C(1) or 606(1) of the Corporations Act
15. A statement confirming that Joanna Weidenmiller has entered into an employment agreement with a minimum term of 2 years, including disclosure of the material terms of the employment agreement.
16. A statement confirming of the issue of:
- 16.1 450,000 at an issue price of \$0.001, an exercise price of \$0.20 and an expiry date of 1 August 2019 to the existing directors (150,000 each).
- 16.2 10,000,000 at an issue price of \$0.001, an exercise price of \$0.20 and an expiry date of 1 August 2019 to corporate advisers.
- 16.3 2,000,000 Class A Performance Rights, 2,000,000 Class B Performance Rights and 2,000,000 Class C Performance Rights.
- 16.4 2,858,552 Staff Options on the terms referred to in section 9.3 of the prospectus.
- 16.5 1,000,000 fully paid ordinary shares to Gruppe Stemmermann Pty Ltd.
17. Lodgement of any outstanding financial reports, if any, since the Company's securities were suspended and any other outstanding documents required by listing rule 17.5.
18. A statement confirming the Company is in compliance with the listing rules and in particular listing rule 3.1.

Security Code: 1PG

Jill Hewitt  
**Senior Adviser, Listings Compliance (Perth)**



233 Post St. 4<sup>th</sup> Floor  
San Francisco, CA 94108  
USA

**ASX Code: 1PG**

10 October 2014

## **Completion of the acquisition of The One-Page Company, Inc. and re-compliance confirmations**

### **Change of company name**

1-Page Limited (**Company**) (ASX:1PG) confirms that it has changed its name from "InterMet Resources Limited" to "1-Page Limited" as approved by shareholders at the Company's general meeting held on 30 September 2014 (**General Meeting**).

### **Completion of capital consolidation**

The Company confirms that, as part of its re-compliance with Chapters 1 and 2 of the ASX Listing Rules, the Company has completed the consolidation of its securities on a 1:20 basis as approved by shareholders at the General Meeting.

After the effects of rounding, the consolidation reduced the number of fully paid ordinary shares on issue from 508,769,252 to 25,438,436.

### **Completion of acquisition and issue of securities**

The Company confirms that it has completed its acquisition of 100% of the issued capital of The One-Page Company, Inc. (**One-Page**) in accordance with various agreements (**Agreement**) it has entered into with the security holders of One-Page.

The acquisition of One-Page by the Company was implemented by way of a Delaware law "merger". For the purposes of the merger process, the Company incorporated a Delaware based subsidiary named One-Page Acquisition Corp. (**US Subsidiary**). On 9 October 2014, the Company issued 50,000,000 shares (**Consideration Shares**) to the US Subsidiary. Later that day, the Consideration Shares were distributed to the vendors of One-Page and the merger between the US Subsidiary and One-Page was effected. As a result of the merger, One-Page continues to exist as a wholly owned subsidiary of the Company and the US Subsidiary no longer exists.

As required under Delaware General Corporations Law, the Agreement and Plan Merger has been executed and approved by the relevant parties and the executed Certificate of Merger has been registered with the Delaware Secretary of State.

### **Issue of securities**

The Company confirms that it has closed the offer under its prospectus dated 29 August 2014 (**Prospectus**), pursuant to which the Company has issued 42,500,000 shares to members of the public at an issue price of \$0.20 to raise \$8,500,000.

In addition, the Company has issued the following securities in connection with the acquisition of One-Page as approved by shareholders at the General Meeting:

- 1,000,000 shares to a promoter for its introductory fee;
- 556,655 shares to Joanna Weidenmiller in satisfaction of debt;
- 10,450,000 New Options to Directors and certain advisors, each with an issue price of \$0.001, an exercise price of \$0.20, an expiry date of 1 August 2019 and otherwise on the terms set out in section 9.2 of the Prospectus;
- 2,858,552 Staff Options to certain staff members of One-Page on the terms set out in section 9.3 of the Prospectus; and
- 6,000,000 Performance Rights to Joanna Weidenmiller on the terms and conditions set out in section 9.4 of the Prospectus.

### **Repayment of debt**

The Company confirms that it has repaid the outstanding creditors of One-Page in accordance with the Agreement.

### **Board changes**

The following persons have joined the board of directors of the Company (**Board**) with effect from 9 October 2014:

- Ms Joanna Weidenmiller has been appointed as Managing Director and CEO;
- Mr Rusty Rueff has been appointed as Non-Executive Chairman; and
- Ms Maureen Plavsic has been appointed as a Non-Executive Director.

Mr Scott Mison will remain on the Board and continue as Company Secretary. The Company has accepted the resignations of Mr Andrew Richards and Mr Barnaby Egerton-Warburton as Directors.

### **Employment agreement**

The Company confirms that Ms Weidenmiller has entered into an employment agreement with the Company for her role as Managing Director and CEO. Ms Weidenmiller will receive a salary of US\$180,000 per annum and, as referred to above, Ms Weidenmiller has been granted 2,000,000 Class A, 2,000,000 Class B and 2,000,000 Class C Performance Rights in accordance with the Company's Performance Rights Plan.

The initial term of the engagement is 3 years, unless otherwise terminated earlier in accordance with the employment agreement. Either party may terminate the agreement with at least 6 months' prior written notice.

### **Status of patent applications**

The Company confirms that the status of the patent applications of One-Page referred to in the Prospectus has not changed since the date of the Prospectus and, accordingly, such patents remain pending.

## Financial Position of the Company

Having raised \$8,500,000 (before costs) under the Prospectus, the updated financial position (unaudited) for the Company is as follows:

	Unaudited AUD	Unaudited USD
<b>Assets</b>		
Cash and cash equivalents	8,004,000	6,984,000
Accounts receivable	4,000	3,000
Other current assets	27,000	24,000
<b>Total Current Assets</b>	<b>8,035,000</b>	<b>7,011,000</b>
Other non-current assets	8,000	7,000
<b>Total Assets</b>	<b>8,043,000</b>	<b>7,018,000</b>
<b>Liabilities</b>		
Trade and other payables	(5,000)	(4,000)
Deferred revenue	(2,000)	(1,000)
<b>Total Liabilities</b>	<b>(7,000)</b>	<b>(5,000)</b>
<b>Net Assets</b>	<b>8,036,000</b>	<b>7,013,000</b>
<b>Total Equity</b>	<b>8,036,000</b>	<b>7,013,000</b>

Note: AUD:USD exchange rate .8725 as at 30 September 2014.

## Use of funds

Having raised the full subscription amount of \$8,500,000 (before costs) under the Prospectus, the Company's proposed use of funds has not changed since the date of the Prospectus. Accordingly, the Company intends to use the funds raised under the Prospectus as follows:

Use of funds	Amount	%
Sales, marketing and acquisitions	\$4,500,000	52.94%
Product development	\$1,400,000	16.47%
Expenses of the offer	\$812,155	9.26%
Repayment of debt	\$331,333	3.90%
Working capital	\$1,456,512	17.14%
<b>Total</b>	<b>\$8,500,000</b>	<b>100.00%</b>

The above table is a statement of current intentions as at the date of this announcement. Shareholders should note that, as with any budget, the allocation of funds set out in the above table may change depending on a number of factors, including the outcome of operational and development activities, regulatory developments and market and general economic conditions. In light of this, the Board reserves the right to alter the way the funds are applied.

The use of further equity funding or share placements will be considered by the Board where it is appropriate to accelerate a specific project.

It is possible that future acquisitions that may be contemplated may exceed the current or projected financial resources of the Company and it is expected that these acquisitions would be funded by project finance and/or equity issues (subject to any required shareholder approvals).

### **ASIC relief**

The Company confirms that it obtained the necessary ASIC relief which enabled it to issue the Consideration Shares to the US Subsidiary without contravening section 259C or 606(1) of the Corporations Act.

### **No impediments to activities**

The Company confirms that, other than as set out in the Prospectus, there are no legal, regulatory or contractual impediments to the Company undertaking the activities the subject of its commitments disclosed in the Prospectus.

### **Compliance with the ASX Listing Rules**

The Company confirms that it remains in compliance with the ASX Listing Rules and in particular its continuous disclosure obligations under Listing Rules 3.1. The Company confirms that there are no legal, regulatory or contractual impediments to the Company undertaking the activities the subject of the commitments disclosed in the Prospectus.

**ENDS**

### **Inquiries**

[scott@1-page.com](mailto:scott@1-page.com)

### **About the Company**

1-Page provides a revolutionary cloud-based human resources Software-as-a-Service platform, currently employed by leading global and US companies. The Enterprise Challenge-based Assessment and Engagement Platform is a disruptive, patented, HR tool which enables companies to individually rank and prioritize candidates for employment positions based on their ability to solve real-time business challenges and achieve strategic objectives. Ranked as one of the top 3 HR technologies in the US, 1-Page changes the dynamics of hiring: leveraging candidates solutions, sent in the format of one page job proposals. The platform applies new predictive data to rank the most suitable candidates for the interview. By streamlining the recruiting process and identifying candidates while displaying the greatest desire and capability for the role, 1-Page greatly reduces talent acquisition costs and significantly increases employment retention rates for enterprises, especially those with large staffing requirements.

# Appendix 1A

## ASX Listing Application and Agreement

*This form is required by listing rule 1.7 to be used by an entity seeking admission to the <sup>+</sup>official list as an ASX Listing (for classification as an ASX Debt Listing use Appendix 1B and for classification as an ASX Foreign Exempt Listing use Appendix 1C).*

*All entity's seeking admission to the <sup>+</sup>official list as an ASX Listing must also provide to ASX the information and documents referred to in the Information Form and Checklist (ASX Listing) published on the ASX website.*

*The Appendix 1A and the Information Form and Checklist (ASX Listing) given to ASX become ASX's property and will be made public by way of release on ASX Markets Announcement Platform. Supporting documents may also be made public. This may occur prior to admission of the entity and <sup>+</sup>quotation of its <sup>+</sup>securities. If it does, publication does not mean that the entity will be admitted or that its <sup>+</sup>securities will be quoted.*

Introduced 01/07/96 Origin: Appendix 1 Amended 01/07/97, 01/07/98, 01/09/99, 13/03/00, 01/07/00, 30/09/01, 11/03/02, 01/01/03, 24/10/05, 20/07/07, 01/01/12, 01/05/13

Name of entity

ABN/ARBN/ARSN

**1-Page Limited**

**112 291 960**

**We (the entity named above) apply for admission to the <sup>+</sup>official list of ASX Limited (ASX) as an ASX Listing and for <sup>+</sup>quotation of the following <sup>+</sup>securities:**

	Number to be quoted	<sup>+</sup> Class
<sup>+</sup> Main class of <sup>+</sup> securities	119,495,091	Fully paid ordinary shares
Additional <sup>+</sup> classes of <sup>+</sup> securities to be quoted (if any) [Do not include <sup>+</sup> CDIs]		

We agree:

1. Our admission to the <sup>+</sup>official list and classification as an ASX Listing is in ASX's absolute discretion. ASX may admit us on any conditions it decides. <sup>+</sup>Quotation of our <sup>+</sup>securities is in ASX's absolute discretion. ASX may quote our <sup>+</sup>securities on any conditions it decides. Our removal from the <sup>+</sup>official list, the suspension or ending of <sup>+</sup>quotation of our <sup>+</sup>securities, or a change in the category of our admission is in ASX's absolute discretion. ASX is entitled immediately to suspend <sup>+</sup>quotation of our <sup>+</sup>securities or remove us from the <sup>+</sup>official list if we break this agreement, but the absolute discretion of ASX is not limited.
2. We warrant the following to ASX:
  - The issue of the <sup>+</sup>securities to be quoted complies with the law and is not for an illegal purpose.

<sup>+</sup> See chapter 19 for defined terms.

- The +securities to be quoted comply with listing rule 2.1 and there is no reason why the +securities should not be granted +quotation.
- An offer of the +securities for sale within 12 months after their issue will not require disclosure under section 707(3) or section 1012C(6) of the Corporations Act.

Note: An entity may need to obtain appropriate warranties from subscribers for the securities in order to be able to give this warranty

- Section 724 and section 1016E of the Corporations Act do not apply to any applications received by us in relation to any +securities to be quoted and that no-one has any right to return any +securities to be quoted under sections 601MB(1), 737, 738, 992A, 992AA or 1016F of the Corporations Act at the time that we request that the +securities be quoted.
  - If we are a trust, we warrant that no person has the right to return the +securities to be quoted under section 1019B of the Corporations Act at the time that we request that the +securities be quoted.
3. We will indemnify ASX to the fullest extent permitted by law in respect of any claim, action or expense arising from, or connected with, any breach of the warranties in this agreement.
  4. We give ASX the information and documents required by this form, including the information and documents referred to in the *Information Form and Checklist (ASX Listing)* published on the ASX website. If any information or document is not available now, we will give it to ASX before +quotation of the +securities begins. We acknowledge that ASX is relying on the information and documents. We warrant that they are (or will be) true and complete.
  5. We will comply with the listing rules that are in force from time to time, even if +quotation of our +securities is deferred, suspended or subject to a +trading halt.
  6. The listing rules are to be interpreted:
    - in accordance with their spirit, intention and purpose;
    - by looking beyond form to substance; and
    - in a way that best promotes the principles on which the listing rules are based.
  7. ASX has discretion to take no action in response to a breach of a listing rule. ASX may also waive a listing rule (except one that specifies that ASX will not waive it) either on our application or of its own accord on any conditions. ASX may at any time vary or revoke a decision on our application or of its own accord.
  8. A document given to ASX by an entity, or on its behalf, becomes and remains the property of ASX to deal with as it wishes, including copying, storing in a retrieval system, transmitting to the public, and publishing any part of the document and permitting others to do so. The documents include a document given to ASX in support of the listing application or in compliance with the listing rules.

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+ See chapter 19 for defined terms.



9. In any proceedings, a copy or extract of any document or information given to ASX is of equal validity in evidence as the original.
10. Except in the case of an entity established in a jurisdiction whose laws have the effect that the entity's <sup>+</sup>securities cannot be approved under the operating rules of the <sup>+</sup>approved CS facility:
- We will satisfy the <sup>+</sup>technical and performance requirements of the <sup>+</sup>approved CS facility and meet any other requirements the <sup>+</sup>approved CS facility imposes in connection with approval of our <sup>+</sup>securities.
  - When <sup>+</sup>securities are issued we will enter them in the <sup>+</sup>approved CS facility's subregister holding of the applicant before they are quoted, if the applicant instructs us on the application form to do so.
  - The <sup>+</sup>approved CS facility is irrevocably authorised to establish and administer a subregister in respect of the <sup>+</sup>securities for which <sup>+</sup>quotation is sought.
11. Except in the case of an entity established in a jurisdiction whose laws have the effect that the entity's <sup>+</sup>securities cannot be approved under the operating rules of the <sup>+</sup>approved CS facility, we confirm that either:
- we have given a copy of this application to the <sup>+</sup>approved CS facility in accordance with the operating rules of the <sup>+</sup>approved CS facility ; or
- we ask ASX to forward a copy of this application to the <sup>+</sup>approved CS facility.
12. In the case of an entity established in a jurisdiction whose laws have the effect that the entity's <sup>+</sup>securities cannot be approved under the operating rules of the <sup>+</sup>approved CS facility:
- The <sup>+</sup>approved CS facility is irrevocably authorised to establish and administer a subregister in respect of <sup>+</sup>CDIs.
  - We will make sure that <sup>+</sup>CDIs are issued over <sup>+</sup>securities if the holder of quoted <sup>+</sup>securities asks for <sup>+</sup>CDIs.
13. In the case of an entity established in a jurisdiction whose laws have the effect that the entity's <sup>+</sup>securities cannot be approved under the operating rules of the <sup>+</sup>approved CS facility:
- we have given a copy of this application to the approved CS facility in accordance with the operating rules of the <sup>+</sup>approved CS facility; or
- we ask ASX to forward a copy of this application to the <sup>+</sup>approved CS facility.

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<sup>+</sup> See chapter 19 for defined terms.

Dated: 10/10/14

Executed as a deed:

SIGNED by 1-Page Limited  
ACN 112 291 960 in accordance with section  
127 of the Corporations Act 2001:



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Director

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Name: Barnaby Egerton Warburton



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Director / Secretary

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Name: Scott Mison

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+ See chapter 19 for defined terms.

# Information Form and Checklist (ASX Listing)



Name of entity

InterMet Resources Limited (to be renamed "1-Page Limited")

ABN/ARBN/ARSN

112 291 960

We (the entity named above) supply the following information and documents to support our application for admission to the official list of ASX Limited (ASX) as an ASX Listing.

*Note: the entity warrants in its Appendix 1A ASX Listing Application and Agreement that the information and documents referred to in this Information Form and Checklist are (or will be) true and complete and indemnifies ASX to the fullest extent permitted by law in respect of any claim, action or expense arising from, or connected with, any breach of that warranty.*

*Any Annexures to this Information Form and Checklist form part of the Information Form and Checklist and are covered by the warranty referred to above.*

*Terms used in this Information Form and Checklist and in any Annexures have the same meaning as in the ASX Listing Rules.*

## Part 1 – Key Information

**Instructions:** please complete each applicable item below. If an item is not applicable, please mark it as "N/A".

### All entities – corporate details<sup>1</sup>

Place of incorporation or establishment	South Australia, Australia
Date of incorporation or establishment	21 December 2004
Legislation under which incorporated or established	Corporations Act 2001 (Cth)
Address of registered office in place of incorporation or establishment	Level 2, 23 Barrack Street, Perth WA 6000
Main business activity	Refer to section 3 (pages 34-46) of the Prospectus at Annexure 1.
Other exchanges on which the entity is listed	N/A
Street address of principal administrative office	Level 2, 23 Barrack Street, Perth WA 6000
Postal address of principal administrative office	PO Box 285, West Perth WA 6872
Telephone number of principal administrative office	+61 8 9325 7080
E-mail address for investor enquiries	scott@1-page.com

<sup>1</sup> If the entity applying for admission to the official list is a stapled structure, please provide these details for each entity comprising the stapled structure.

Website URL	www.1-page.com
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### All entities – management details<sup>2</sup>

Full name and title of CEO/managing director	Joanna Riley Weidenmiller (Proposed Managing Director and Chief Executive Officer)
Full name and title of chairperson of directors	James Russell "Rusty" Rueff Jr. (Proposed Non-Executive Chairman)
Full names of all existing directors	Scott Adrian Mison (Existing Non-Executive Director and Company Secretary) Andrew Richards (Existing Non-Executive Director) Barnaby Egerton-Warburton (Existing Non-Executive Director)
Full names of any persons proposed to be appointed as additional or replacement directors	Joanna Riley Weidenmiller (Proposed Managing Director and Chief Executive Officer) James Russell "Rusty" Rueff Jr. (Proposed Non-Executive Chairman) Maureen Anne Plavsic (Proposed Non-Executive Director)
Full name and title of company secretary	Scott Adrian Mison (Existing Non-Executive Director and Company Secretary)

### All entities – ASX contact details<sup>3</sup>

Full name and title of ASX contact(s)	Scott Adrian Mison (Existing Non-Executive Director and Company Secretary)
Business address of ASX contact(s)	Level 2, 23 Barrack Street, Perth WA 6000
Business phone number of ASX contact(s)	+61 8 9325 7080
Mobile phone number of ASX contact(s)	+61 410 594 349
Email address of ASX contact(s)	scott@1-page.com

### All entities – auditor details<sup>4</sup>

Full name of auditor	PricewaterhouseCoopers
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<sup>2</sup> If the entity applying for admission to the official list is a trust, enter the management details for the responsible entity of the trust.

<sup>3</sup> Under Listing Rule 1.1 Condition 12, a listed entity must appoint a person responsible for communication with ASX. You can appoint more than one person to cater for situations where the primary nominated contact is not available.

<sup>4</sup> In certain cases, ASX may require the applicant to provide information about the qualifications and experience of its auditor for release to the market before quotation commences (Guidance Note 1 section 2.8).

### All entities – registry details<sup>5</sup>

Name of securities registry	Boardroom Pty Limited
Address of securities registry	Level 7, 207 Kent Street, Sydney NSW 2000
Phone number of securities registry	1300 737 760
Fax number of securities registry	1300 653 459
Email address of securities registry	enquiries@boardroomlimited.com.au
Type of subregisters the entity will operate <sup>6</sup>	CHESS and issuer sponsored subregisters

### All entities – key dates

Annual balance date	31 January
Month in which annual meeting is usually held (or intended to be held) <sup>7</sup>	June
Months in which dividends or distributions are usually paid (or are intended to be paid)	N/A. Refer to section 1.17 (page 28) of the Prospectus at Annexure 1.

### Trusts – additional details

Name of responsible entity	N/A
Duration of appointment of directors of responsible entity	N/A
Full names of the members of the compliance committee (if any)	N/A

### Entities incorporated or established outside Australia – additional details

Name and address of the entity's Australian agent for service of process	N/A
If the entity has or intends to have a certificated subregister for quoted securities, the location of the Australian subregister	N/A
Address of registered office in Australia (if any)	N/A

<sup>5</sup> If the entity has different registries for different classes of securities, please indicate clearly which registry details apply to which class of securities.

<sup>6</sup> Example: CHESS and issuer sponsored subregisters.

<sup>7</sup> May not apply to some trusts.

## Entities listed or to be listed on another exchange or exchanges

Name of the other exchange(s) where the entity is or proposes to be listed	N/A
Is the ASX listing intended to be the entity's primary or secondary listing	Primary

## Part 2 – Checklist Confirming Compliance with Admission Requirements

**Instructions:** please indicate in the "Location/Confirmation" column for each item below and in any Annexures where the information or document referred to in that item is to be found (eg in the case of information, the specific page reference in the Offer Document where that information is located or, in the case of a document, the folder tab number where that document is located). If the item asks for confirmation of a matter, you may simply enter "Confirmed" in the "Location/Confirmation" column. If an item is not applicable, please mark it as "N/A".

In this regard, it will greatly assist ASX and speed up its review of the application if the various documents referred to in this Checklist and any Annexures (other than the 25 copies of the applicant's Offer Document referred to in item 4) are provided in a folder separated by numbered tabs and if the entity's constitution and copies of all material contracts are provided both in hard copy and in electronic format.

Note that completion of this Checklist and any Annexures is not to be taken to represent that the entity is necessarily in full or substantial compliance with the ASX Listing Rules or that ASX will admit the entity to its official list. Admission to the official list is in ASX's absolute discretion and ASX may refuse admission without giving any reasons (see Listing Rule 1.19).

A reference in this Checklist and in any Annexures to the "Offer Document" means the listing prospectus, product disclosure statement or information memorandum lodged by the applicant with ASX pursuant to Listing Rule 1.1 Condition 3.

If the applicant lodges a supplementary or replacement prospectus, product disclosure statement or information memorandum with ASX, ASX may require it to update this Checklist and any Annexures by reference to that document.

### All entities – key supporting documents

No	Item	Location/Confirmation
1.	A copy of the entity's certificate of incorporation, certificate of registration or other evidence of status (including any change of name)	Please see tab 1 of the folder at Annexure 2.
2.	A copy of the entity's constitution (Listing Rule 1.1 Condition 1A) <sup>8</sup>	Please see tab 1 of the folder at Annexure 2.
3.	Either: (a) confirmation that the entity's constitution includes the provisions of Appendix 15A or Appendix 15B (as applicable); or (b) a completed checklist that the constitution complies with the Listing Rules (Listing Rule 1.1 Condition 2) <sup>9</sup>	Confirmed – Please refer to clause 3 of the Constitution at Annexure 2.
4.	An electronic version and 25 copies of the Offer Document, as lodged with ASIC (Listing Rule 1.1 Condition 3)	25 copies of the Prospectus to be provided upon ASX request. Two hard copies of the Prospectus are provided at tab 1, Annexure 1 together with a CD-ROM containing the electronic version of the Prospectus.
5.	If the entity's corporate governance statement <sup>10</sup> is included in its Offer Document, the page reference where it is included. Otherwise, a copy of the entity's corporate governance statement (Listing Rule 1.1 Condition 13)	Refer to section 7.9 (pages 77-81) of the Prospectus at Annexure 1.

<sup>8</sup> It will assist ASX if the copy of the constitution is provided both in hard copy and in electronic format.

<sup>9</sup> An electronic copy of the checklist is available from the ASX Compliance Downloads page on ASX's website.

<sup>10</sup> The entity's "corporate governance statement" is the statement disclosing the extent to which the entity will follow, as at the date of its admission to the official list, the recommendations set by the ASX Corporate Governance Council. If the entity does not intend to follow all the recommendations on its admission to the official list, the entity must separately identify each recommendation that will not be followed and state its reasons for not following the recommendation and what (if any) alternative governance practices it intends to adopt in lieu of the recommendation.

No	Item	Location/Confirmation
6.	If the entity will be included in the S & P All Ordinaries Index on admission to the official list, <sup>11</sup> where in its Offer Document does it state that it will have an audit committee (Listing Rule 1.1 Condition 13)	N/A
7.	If the entity will be included in the S & P / ASX 300 Index on admission to the official list, <sup>12</sup> where in its Offer Document does it state that it will comply with the recommendations set by the ASX Corporate Governance Council in relation to composition and operation of the audit committee (Listing Rule 1.1 Condition 13)	N/A
8.	Original executed agreement with ASX that documents may be given to ASX and authenticated electronically (Listing Rule 1.1 Condition 14) <sup>13</sup>	Refer to the ASX Online Agreement at Annexure 3.
9.	If the entity's trading policy is included in its Offer Document, the page reference where it is included. Otherwise, a copy of the entity's trading policy (Listing Rule 1.1 Condition 15)	Refer to pages 78-79 of the Prospectus at Annexure 1 and refer to the Share Trading Policy at Annexure 4.
10.	If the entity will be included in the S & P / ASX 300 Index on admission to the official list, <sup>14</sup> where in its Offer Document does it state that it will have a remuneration committee comprised solely of non-executive directors (Listing Rule 1.1 Condition 16)	N/A
11.	For each director or proposed director, <sup>15</sup> a list of the countries in which they have resided over the past 10 years (Listing Rule 1.1 Condition 17 and Guidance Note 1 section 3.15) <sup>16</sup>	Joanna Weidenmiller – USA and China Rusty Rueff – USA Maureen Plavsic – Australia Scott Mison – Australia
12.	For each director or proposed director who is or has in the past 10 years been a resident of Australia, an original or certified true copy of a national criminal history check obtained from the Australian Federal Police, a State or Territory police service or a broker accredited by CrimTrac which is not more than 12 months old (Listing Rule 1.1 Condition 17 and Guidance Note 1 section 3.15)	To be provided.

<sup>11</sup> If the entity is unsure whether they will be included in the S & P All Ordinaries Index on admission to the official list, they should contact ASX or S & P.

<sup>12</sup> If the entity is unsure whether they will be included in the S & P / ASX 300 Index on admission to the official list, they should contact ASX or S & P.

<sup>13</sup> An electronic copy of the ASX *Online Agreement* is available from the ASX Compliance Downloads page on ASX's website.

<sup>14</sup> If the entity is unsure whether they will be included in the S & P / ASX 300 Index on admission to the official list, they should contact ASX or S & P.

<sup>15</sup> If the entity applying for admission to the official list is a trust, references in items 11, 12, 13, 14 and 15 to a director or proposed director mean a director or proposed director of the responsible entity of the trust.

<sup>16</sup> The information referred to in items 11, 12, 13, 14 and 15 is required so that ASX can be satisfied that the director or proposed director is of good fame and character under Listing Rule 1 Condition 17.

No	Item	Location/Confirmation
13.	<p>For each director or proposed director who is or has in the past 10 years been a resident of a country other than Australia, an original or certified true copy of an equivalent national criminal history check to that mentioned in item 12 above for each country in which the director has resided over the past 10 years (in English or together with a certified English translation) which is not more than 12 months old or, if such a check is not available in any such country, a statutory declaration from the director confirming that fact and that he or she has not been convicted in that country of:</p> <p>(a) any criminal offence involving fraud, dishonesty, misrepresentation, concealment of material facts or breach of director's duties; or</p> <p>(b) any other criminal offence which at the time carried a maximum term of imprisonment of five years or more (regardless of the period, if any, for which he or she was sentenced),</p> <p>or, if that is not the case, a statement to that effect and a detailed explanation of the circumstances involved (Listing Rule 1.1 Condition 17 and Guidance Note 1 section 3.15)</p>	To be provided.
14.	<p>For each director or proposed director who is or has in the past 10 years been a resident of Australia, an original or certified true copy of a search of the Australian Financial Security Authority National Personal Insolvency Index which is not more than 12 months old (Listing Rule 1.1 Condition 17 and Guidance Note 1 section 3.15)</p>	To be provided.
15.	<p>For each director or proposed director who is or has in the past 10 years been a resident of a country other than Australia, an original or certified true copy of an equivalent national bankruptcy check to that mentioned in item 14 above for each country in which the director has resided over the past 10 years (in English or together with a certified English translation) which is not more than 12 months old or if such a check is not available in any such country, a statutory declaration from the director confirming that fact and that he or she has not been declared a bankrupt or been an insolvent under administration in that country or, if that is not the case, a statement to that effect and a detailed explanation of the circumstances involved (Listing Rule 1.1 Condition 17 and Guidance Note 1 section 3.15)</p>	To be provided.
16.	<p>A statutory declaration from each director or proposed director confirming that:</p> <p>(a) the director has not been the subject of any criminal or civil penalty proceedings or other enforcement action by any government agency in which he or she was found to have engaged in behaviour involving fraud, dishonesty, misrepresentation, concealment of material facts or breach of duty;</p> <p>(b) the director has not been refused membership of, or had their membership suspended or cancelled by, any professional body on the ground that he or she has engaged in behaviour involving fraud, dishonesty, misrepresentation, concealment of material facts or breach of duty;</p> <p>(c) the director has not been the subject of any disciplinary action (including any censure, monetary penalty or banning order) by a securities exchange or other authority responsible for regulating securities markets for failure to comply with his or her obligations as a director of a listed entity;</p> <p>(d) no listed entity of which he or she was a director (or, in the case of a listed trust, in respect of which he or she was a director of the responsible entity) at the time of the relevant conduct has been the subject of any disciplinary action (including any censure, monetary penalty, suspension of trading or termination of listing) by a securities exchange or other authority responsible for regulating securities</p>	To be provided.



No	Item	Location/Confirmation
	<p>markets for failure to comply with its obligations under the Listing Rules applicable to that entity; and</p> <p>(e) the director is not aware of any pending or threatened investigation or enquiry by a government agency, professional body, securities exchange or other authority responsible for regulating securities markets that could lead to proceedings or action of the type described in (a), (b), (c) or (d) above,</p> <p>or, if the director is not able to give such confirmation, a statement to that effect and a detailed explanation of the circumstances involved (Listing Rule 1.1 Condition 17 and Guidance Note 1 section 3.15)</p>	
17.	<p>A specimen certificate/holding statement for each class of securities to be quoted or a specimen holding statement for CDIs (as applicable)</p>	<p>Please see tab 1 of the folder at Annexure 5.</p>
18.	<p>Payment for the initial listing fee.<sup>17</sup>  Refer to ASX Guidance Notes 15 and 15A for the fees payable on the application. You can also use the ASX online equity listing fees calculator:  <a href="http://www.asx.com.au/professionals/cost-listing.htm">http://www.asx.com.au/professionals/cost-listing.htm</a></p>	<p>Cheque included with this application.</p>

**All entities – capital structure**

19.	<p>Where in the Offer Document is there a table showing the existing and proposed capital structure of the entity, broken down as follows:</p> <p>(a) the number and class of each equity security and each debt security currently on issue; and</p> <p>(b) the number and class of each equity security and each debt security proposed to be issued between the date of this application and the date the entity is admitted to the official list; and</p> <p>(c) the resulting total number of each class of equity security and debt security proposed to be on issue at the date the entity is admitted to the official list; and</p> <p>(d) the number and class of each equity security proposed to be issued following admission in accordance with material contracts or agreements?</p> <p>Note: This applies whether the securities are quoted or not. If the entity is proposing to issue a minimum, maximum or oversubscription number of securities, the table should be presented to disclose each scenario.</p>	<p>Refer to section 1.7 (pages 23-24) of the Prospectus at Annexure 1.</p>
20.	<p>For each class of securities referred to in the table mentioned in item 19, where in the Offer Document does it disclose the terms applicable to those securities?</p> <p>Note: This applies whether the securities are quoted or not.</p> <p>For equity securities (other than options to acquire unissued securities or convertible debt securities), this should state whether they are fully paid or partly paid; if they are partly paid, the amount paid up and the amount owing per security; voting rights; rights to dividends or distributions; and conversion terms (if applicable).</p> <p>For options to acquire unissued securities, this should state the number outstanding, exercise prices and expiry dates.</p> <p>For debt securities or convertible debt securities, this should state their nominal or face value; rate of interest; dates of payment of interest; date and terms of redemption; and conversion terms (if applicable).</p>	<p>Refer to sections 1.7 (pages 23-24) and 9.1 to 9.4 (pages 89 - 98) of the Prospectus at Annexure 1.</p>

<sup>17</sup> Payment can be made either by cheque made payable to ASX Operations Pty Ltd or by electronic funds transfer to the following account:

Bank: National Australia Bank  
Account Name: ASX Operations Pty Ltd  
BSB: 082 057  
A/C: 494728375  
Swift Code (Overseas Customers): NATAAU3202S

If payment is made by electronic funds transfer, please email your remittance advice to [ar@asx.com.au](mailto:ar@asx.com.au) or fax it to (612) 9227-0553, describing the payment as the "initial listing fee" and including the name of the entity applying for admission, the ASX home branch where the entity has lodged its application (ie Sydney, Melbourne or Perth) and the amount paid.

Nº	Item	Location/Confirmation
21.	If the entity has granted, or proposes to grant, any rights to any person, or to any class of persons (other than through the holding of securities referred to in the table mentioned in item 19), to participate in an issue of the entity's securities, where in the Offer Document are details of those rights set out?	N/A
22.	Details of all issues of securities (in all classes) in the last 5 years and the consideration received by the entity for such issues	Please see tab 2 of the folder at Annexure 1.
23.	A copy of every prospectus, product disclosure statement or information memorandum issued by the entity in connection with any issue of securities (in all classes) in the last 5 years	N/A
24.	A copy of any court order in relation to a reorganisation of the entity's capital in the last 5 years	N/A
25.	Where in the Offer Document does it confirm that the issue/sale price of all securities for which the entity seeks quotation is at least 20 cents in cash (Listing Rule 2.1 Condition 2)?	Refer to the "Key Offer Details" (page 8) section, the "Investment Overview" section (pages 9-19) and section 1.1 (page 20) of the Prospectus at Annexure 1.
26.	If the entity has or proposes to have any options on issue, where in the Offer Document does it confirm that the exercise price for each underlying security is at least 20 cents in cash (Listing Rule 1.1 Condition 11)?	Refer to sections 1.7 (pages 23-24), 9.2 (pages 90-92) and 9.3 (pages 92-95) of the Prospectus at Annexure 1.
27.	If the entity has any partly paid securities and it is not a no liability company, where in the Offer Document does it disclose the entity's call program, including the date and amount of each proposed call and whether it allows for any extension for payment of a call (Listing Rule 2.1 Condition 4)?	N/A
28.	If the entity's free float at the time of listing is less than 10%, where in the Offer Document does it outline the entity's plans to increase that percentage to at least 10% and the timeframe over which it intends to do that (Guidance Note 1 sections 3.1 and 3.3)?	N/A
29.	If the entity has or proposes to have any debt securities or convertible debt securities on issue, a copy of any trust deed applicable to those securities	N/A
30.	Is the entity is proposing to offer any securities by way of a bookbuild? If so, please enter "Confirmed" in the column to the right to indicate that the entity is aware of the disclosure requirements for bookbuilds in the Annexure to Guidance Note 1	N/A

**All entities – other information and documents**

31.	Where in the Offer Document is there a description of the history of the entity?	Refer to section 2.1 (page 30) of the Prospectus at Annexure 1.
32.	Where in the Offer Document is there a description of the entity's existing and proposed activities and level of operations?	Refer to section 3 (pages 34-46) of the Prospectus at Annexure 1.
33.	Where in the Offer Document is there a description of the key features of the entity's business model (ie how it makes or intends to make a return for investors or otherwise achieve its objectives)?	Refer to section 3 (pages 34-46) of the Prospectus at Annexure 1.

No	Item	Location/Confirmation
34.	Where in the Offer Document is there a description of the material business risks the entity faces?	Refer to section 6 (pages 64-70) of the Prospectus at Annexure 1.
35.	If the entity has any child entities, where in the Offer Document is there a list of all child entities stating, in each case, the name, the nature of its business and the entity's percentage holding in it?	Refer to section 2.2 (page 30) of the Prospectus at Annexure 1.
36.	If the entity has any investments in associated entities for which it will apply equity accounting, where in the Offer Document is there a list of all associated entities stating, in each case, the name, the nature of its business and the entity's percentage holding in it?	N/A
37.	Where in the Offer Document is there a description of the entity's proposed dividend/distribution policy?	Refer to section 1.17 (page 28) of the Prospectus at Annexure 1.
38.	Does the entity have or propose to have a dividend or distribution reinvestment plan?	Not presently.
	If so, where are the existence and main terms of the plan disclosed in the Offer Document?	N/A
	A copy of the terms of the plan	N/A
39.	Does the entity have or propose to have an employee incentive scheme?	Yes – Performance Rights Plan
	If so, where are the existence and main terms of the scheme disclosed in the Offer Document?	Refer to section 9.5 (page 98) of the Prospectus at Annexure 1.
	Where in the Offer Document is there a statement as to whether directors <sup>18</sup> are entitled to participate in the scheme and, if they are, the extent to which they currently participate or are proposed to participate?	Refer to section 9.5 (page 98) of the Prospectus at Annexure 1. Refer to section 7.6 (pages 75-76) of the Prospectus at Annexure 1.
	A copy of the terms of the scheme	Please refer to tab 3 of the folder at Annexure 1.
40.	Has the entity entered into any material contracts (including any underwriting agreement relating to the securities to be quoted on ASX)? <sup>19</sup>	Yes
	If so, where are the existence and main terms of those material contracts disclosed in the Offer Document?	Refer to section 8 (pages 82-88) of the Prospectus at Annexure 1.
	Copies of all of the material contracts referred to in the Offer Document	Please refer to tab 3 of the folder at Annexure 2.

<sup>18</sup> If the entity applying for admission to the official list is a trust, references to a director mean a director of the responsible entity of the trust.

<sup>19</sup> It will assist ASX if the material contracts are provided both in hard copy and in electronic format.

No Item

Location/Confirmation

41. If the following information is included in the Offer Document, the page reference where it is included. Otherwise, either a summary of the material terms of, or a copy of, any employment, service or consultancy agreement the entity or a child entity has entered into with:
- (a) its chief executive officer (or equivalent)
  - (b) any of its directors or proposed directors; or
  - (c) any other person or entity who is a related party of the persons referred to in (a) or (b) above (Listing Rule 3.16.4).

CEO – Refer to section 8.4 (pages 84-85) of the Prospectus at Annexure 1.

Directors – Refer to section 7.7 (pages 76-77) of the Prospectus at Annexure 1.

Related Parties – Refer to section 7.8 (page 77) of the Prospectus at Annexure 1.

Note: if the entity applying for admission to the official list is a trust, references to a chief executive officer, director or proposed director mean a chief executive officer, director or proposed director of the responsible entity of the trust. However, the entity need not provide a summary of the material terms of, or a copy of, any employment, service or consultancy agreement the responsible entity or a related entity has entered into with any of the persons referred to in (a), (b) or (c) above if the costs associated with the agreement are borne by the responsible entity or the related entity from out of its own funds rather than from out of the trust.

42. Please enter "Confirmed" in the column to the right to indicate that the material contracts summarised in the Offer Document include, in addition to those mentioned in item 41, any other material contract(s) the entity or a child entity has entered into with:
- (a) its chief executive officer (or equivalent)
  - (b) any of its directors or proposed directors; or
  - (c) any other person or entity who is a related party of the persons referred to in (a) or (b) above

Confirmed

43. Please enter "Confirmed" in the column to the right to indicate that all information that a reasonable person would expect to have a material effect on the price or value of the securities to be quoted is included in or provided with this Information Form and Checklist

Confirmed

44. A copy of the entity's most recent annual report

Please refer to tab 3 of the folder at Annexure 3.

#### Entities that are trusts

45. Evidence that the entity is a registered managed investment scheme (Listing Rule 1.1 Condition 5)

N/A

46. Please enter "Confirmed" in the column to the right to indicate that the responsible entity is not under an obligation to allow a security holder to withdraw from the trust (Listing Rule 1.1 Condition 5)

N/A

#### Entities applying under the profit test (Listing Rule 1.2)

47. Evidence that the entity is a going concern or the successor of a going concern (Listing Rule 1.2.1)

N/A

48. Evidence that the entity has been in the same main business activity for the last 3 full financial years (Listing Rule 1.2.2)

N/A

49. Audited accounts for the last 3 full financial years and audit reports (Listing Rule 1.2.3(a))

N/A

50. If last financial year ended more than 8 months before the date of this application, accounts for the last half year (or longer period if available) and audit report or review (Listing Rule 1.2.3(b))

N/A

**Entities (other than mining exploration entities and oil and gas exploration entities) with classified assets<sup>27</sup>**

66. Within the 2 years preceding the date of the entity's application for admission to the official list, has the entity acquired, or entered into an agreement to acquire, a classified asset?

If so, where in the Offer Document does it disclose:

- the date of the acquisition or agreement;
- full details of the classified asset, including any title particulars;
- the name of the vendor;
- if the vendor was not the beneficial owner of the classified asset at the date of the acquisition or agreement, the name of the beneficial owner(s);
- details of the relationship between the vendor (or, if the vendor was not the beneficial owner of the tenement at the date of the acquisition or agreement, between the beneficial owner(s)) and the entity or any related party or promoter of the entity; and
- details of the purchase price paid or payable and all other consideration (whether legally enforceable or not) passing directly or indirectly to the vendor.

The entity defers to ASX's judgment as to whether any agreement described in sections 2.3 (pages 30-31) and 8.2 (pages 82-83) of the Prospectus at Annexure 1 concern the acquisition of classified assets by the entity.

Is the vendor (or, if the vendor was not the beneficial owner of the classified asset at the date of the acquisition or agreement, is any of the beneficial owner(s)) a related party or promoter of the entity?

If so, please enter "Confirmed" in the column to the right to indicate that the consideration paid by the entity for the classified asset was solely restricted securities, save to the extent it involved the reimbursement of expenditure incurred in developing the classified asset<sup>28</sup> or the entity was not required to apply the restrictions in Appendix 9B under Listing Rule 9.1.3 (Listing Rule 1.1 Condition 10)

The entity defers to ASX's judgment as to whether any agreement described in sections 2.3 (pages 30-31) and 8.2 (pages 82-83) of the Prospectus at Annexure 1 concern the acquisition of classified assets by the entity.

If the acquisition does involve a classified asset – confirmed.

Please also provide a copy of the agreement(s) relating to the acquisition entered into by the entity and any expert's report or valuation obtained by the entity in relation to the acquisition

Please refer to tab 5 of the folder at Annexure 1.

**Mining entities**

67. A completed Appendix 1A Information Form and Checklist Annexure I (Mining Entities)<sup>29</sup>

N/A

<sup>27</sup> A "classified asset" is defined in Listing Rule 19.12 as:

- (a) an interest in a mining exploration area or oil and gas exploration area or similar tenement or interest;
- (b) an interest in intangible property that is substantially speculative or unproven, or has not been profitably exploited for at least three years, and which entitles the entity to develop, manufacture, market or distribute the property;
- (c) an interest in an asset which, in ASX's opinion, cannot readily be valued; or
- (d) an interest in an entity the substantial proportion of whose assets (held directly, or through a controlled entity) is property of the type referred to in paragraphs (a), (b) and (c) above.

<sup>28</sup> ASX may require evidence to support expenditure claims.

<sup>29</sup> An electronic copy of Appendix 1A Information Form and Checklist Annexure I (Mining Entities) is available from the ASX Compliance Downloads page on ASX's website.

N<sup>o</sup> Item Location/Confirmation

### Oil and gas entities

68. A completed Appendix 1A Information Form and Checklist Annexure II (Oil and Gas Entities)<sup>30</sup>

N/A

### Entities incorporated or established outside of Australia

69. A completed Appendix 1A Information Form and Checklist Annexure III (Foreign Entities)<sup>31</sup>

N/A

### Externally managed entities

70. A completed Appendix 1A Information Form and Checklist Annexure IV (Externally Managed Entities)<sup>32</sup>

N/A

### Stapled entities

71. A completed Appendix 1A Information Form and Checklist Annexure V (Stapled Entities)<sup>33</sup>

N/A

### Further documents to be provided before admission to the official list

Please note that in addition to the information and documents mentioned above, all entities will be required to provide the following before their admission to the official list and the quotation of their securities commences:

- A statement setting out the names of the 20 largest holders in each class of securities to be quoted, and the number and percentage of each class of securities held by those holders;
- A distribution schedule of each class of equity securities to be quoted, setting out the number of holders in the categories:
  - 1 - 1,000
  - 1,001 - 5,000
  - 5,001 - 10,000
  - 10,001 - 100,000
  - 100,001 and over
- The number of holders of a parcel of securities (excluding restricted securities) with a value of more than \$2,000, based on the issue/sale price;
- Any outstanding restriction agreements (Appendix 9A) and related undertakings;<sup>34</sup> and
- Any other information that ASX may require under Listing Rule 1.17.<sup>35</sup>

<sup>30</sup> An electronic copy of Appendix 1A Information Form and Checklist Annexure II (Oil & Gas Entities) is available from the ASX Compliance Downloads page on ASX's website.

<sup>31</sup> An electronic copy of Appendix 1A Information Form and Checklist Annexure III (Foreign Entities) is available from the ASX Compliance Downloads page on ASX's website.

<sup>32</sup> An electronic copy of Appendix 1A Information Form and Checklist Annexure IV (Externally Managed Entities) is available from the ASX Compliance Downloads page on ASX's website.

<sup>33</sup> An electronic copy of Appendix 1A Information Form and Checklist Annexure V (Stapled Entities) is available from the ASX Compliance Downloads page on ASX's website.

<sup>34</sup> See note 26 above.

<sup>35</sup> Among other things, this information may include evidence (such as copies of the entity's share register, bank statements, application forms and cheques) to demonstrate compliance with the minimum spread requirements in Listing Rule 1 Condition 7.

## Top 20 Holdings as at 10-10-2014

### InterMet Resources Limited

ABN: 66112291960

#### Security classes selected for this report:

- Fully Paid Ordinary Shares
- Fully Paid Ordinary Shares Escrowed 12 Months
- Fully Paid Ordinary Shares Escrowed 24 Months

Group/Holder No	Holder Name	10-10-2014	%
S00091589877	JOANNA RILEY WEIDENMILLER	13,622,920	11.400
S00091589869	PATRICK G RILEY	11,959,007	10.008
S00091589915	GOLD RESOURCES LTD	4,259,526	3.565
S00091589958	T M CONSULTING PTY LIMITED <SUPER FUND A/C>	3,808,925	3.188
S00027734316	MERRILL LYNCH (AUSTRALIA) NOMINEES PTY LIMITED <NOM1 A/C>	3,750,000	3.138
S00000689866	NATIONAL NOMINEES LIMITED	3,209,131	2.686
S00014950541	MERRILL LYNCH (AUSTRALIA) NOMINEES PTY LIMITED	3,137,689	2.626
S00000806048	HSBC CUSTODY NOMINEES (AUSTRALIA) LIMITED	2,660,952	2.227
S00000719676	CITICORP NOMINEES PTY LIMITED	2,627,950	2.199
S00060873526	JACKIE AU YEUNG	2,500,000	2.092
S00018346494	HSBC CUSTODY NOMINEES (AUSTRALIA) LIMITED - A/C 2	2,200,000	1.841
S00040608711	MYCATMAX PTY LTD <THE VIKING S/F A/C>	2,000,000	1.674
S00091589931	BANNABY INVESTMENTS PTY LIMITED <SUPER FUND A/C>	1,873,963	1.568

## Top 20 Holdings as at 10-10-2014

### InterMet Resources Limited

ABN: 66112291960

Group/Holder No	Holder Name	10-10-2014	%
S00014131477	UBS NOMINEES PTY LTD	1,506,250	1.261
S00091590298	CRANPORT PTY LIMITED	1,500,000	1.255
S00091590271	IMPERIA INVESTMENT GROUP PTY LTD	1,375,000	1.151
S00059697773	EQUITAS NOMINEES PTY LIMITED <3069510 A/C>	1,250,000	1.046
S00059697790	EQUITAS NOMINEES PTY LIMITED <3069518 A/C>	1,250,000	1.046
S00091590280	HARBOUR ASIA OPPORTUNITY MASTER FUND	1,250,000	1.046
S00091585626	UBS WEALTH MANAGEMENT AUSTRALIA NOMINEES PTY LTD <BANNABY SUPER FUND A/C>	1,250,000	1.046
<b>Totals for Top 20</b>		<b>66,991,313</b>	<b>56.062</b>
<b>Total IC</b>		<b>119,495,091</b>	



**Analysis of Holdings as at 10-10-2014**

**InterMet Resources Limited**

**Security Classes:**

Fully Paid Ordinary Shares

<b>Holdings Ranges</b>	<b>Holders</b>	<b>Total Units</b>	<b>%</b>
1-1,000	98	40,472	0.059
1,001-5,000	66	189,681	0.277
5,001-10,000	112	1,094,897	1.599
10,001-100,000	169	7,716,046	11.268
100,001-9,999,999,999	99	59,435,245	86.797
<b>Totals</b>	<b>544</b>	<b>68,476,341</b>	<b>100.000</b>



233 Post St. 4<sup>th</sup> Floor  
San Francisco, CA 94108  
USA

**ASX Code: 1PG**

10 October 2014

## Restricted securities

1-Page Limited (**Company**) (ASX:1PG) confirms that following admission to trading of the securities of the Company on the ASX, the following securities will be subject to escrow for the period outlined below.

### Securities restricted for 2 years from date of quotation

Security	Number
Fully paid ordinary shares	38,886,230
New Options <sup>1</sup>	10,450,000
Class A Performance Rights <sup>2</sup>	2,000,000
Class B Performance Rights <sup>3</sup>	2,000,000
Class C Performance Rights <sup>4</sup>	2,000,000

#### Notes:

1. See section 9.2 of the Company's prospectus dated 29 August 2014 (**Prospectus**) for full terms.
2. See section 9.4 of the Prospectus for full terms.
3. See section 9.4 of the Prospectus for full terms.
4. See section 9.4 of the Prospectus for full terms.

### Securities restricted for 1 year from date of issue

Security	Number
Fully paid ordinary shares	12,132,520

Scott Mison  
Director / Company Secretary

#### Inquiries

[scott@1-page.com](mailto:scott@1-page.com)

#### About the Company

1-Page provides a revolutionary cloud-based human resources Software-as-a-Service platform, currently employed by leading global and US companies. The Enterprise Challenge-based Assessment and Engagement Platform is a disruptive, patented, HR tool which enables companies to individually rank and prioritize candidates for employment positions based on their ability to solve real-time business challenges and achieve strategic objectives. Ranked as one of the top 3 HR technologies in the US, 1-Page changes the dynamics of hiring: leveraging candidates solutions, sent in the format of one page job proposals. The platform applies new predictive data to rank the most suitable candidates for the interview. By streamlining the recruiting process and identifying candidates while displaying the greatest desire and capability for the role, 1-Page greatly reduces talent acquisition costs and significantly increases employment retention rates for enterprises, especially those with large staffing requirements.

**ENDS**



233 Post St. 4<sup>th</sup> Floor  
San Francisco, CA 94108  
USA

**ASX Code: 1PG**

10 October 2014

## Capital structure

1-Page Limited (**Company**) (ASX:1PG) has completed the acquisition of The One-Page Company, Inc. (**One-Page**). Set out below is a statement of the capital structure of the Company following the issue of securities in connection with the acquisition and under the Company's prospectus dated 29 August 2014 (**Prospectus**):

Capital structure	Shares	Performance Rights	Options
Existing capital on issue	25,438,436	-	-
Offer under the Prospectus	42,500,000	-	-
Consideration to One-Page vendors	50,000,000	-	-
Introductory fee	1,000,000	-	-
Satisfaction of debt	556,655	-	-
New Options to directors and advisers <sup>1</sup>	-	-	10,450,000
Staff Options to 1-Page staff members <sup>2</sup>	-	-	2,858,552
Performance Rights to MD/CEO <sup>3</sup>	-	6,000,000	-
<b>Total</b>	<b>119,495,091</b>	<b>6,000,000</b>	<b>13,308,552</b>

### Notes:

1. New Options have an issue price of \$0.001, an exercise price of \$0.20 and an expiry date of 1 August 2019. See section 9.2 of the Prospectus for full terms.
2. Staff Options have an exercise price of \$0.20 and varying expiry and vesting dates. See section 9.3 of the Prospectus for full terms.
3. These Performance Rights comprise of 2,000,000 Class A Performance Rights, 2,000,000 Class B Performance Rights and 2,000,000 Class C Performance Rights. See section 9.4 of the Prospectus for full terms.

Scott Mison  
Director / Company Secretary

**ENDS**

### Inquiries

[scott@1-page.com](mailto:scott@1-page.com)

### About the Company

1-Page provides a revolutionary cloud-based human resources Software-as-a-Service platform, currently employed by leading global and US companies. The Enterprise Challenge-based Assessment and Engagement Platform is a disruptive, patented, HR tool which enables companies to individually rank and prioritize candidates for employment positions based on their ability to solve real-time business challenges and achieve strategic objectives. Ranked as one of the top 3 HR technologies in the US, 1-Page changes the dynamics of hiring: leveraging candidates solutions, sent in the format of one page job proposals. The platform applies new predictive data to rank the most suitable candidates for the interview. By streamlining the recruiting process and identifying candidates while displaying the greatest desire and capability for the role, 1-Page greatly reduces talent acquisition costs and significantly increases employment retention rates for enterprises, especially those with large staffing requirements.

Rule 2.7, 3.10.3, 3.10.4, 3.10.5

## Appendix 3B

### New issue announcement, application for quotation of additional securities and agreement

*Information or documents not available now must be given to ASX as soon as available. Information and documents given to ASX become ASX's property and may be made public.*

Introduced 01/07/96 Origin: Appendix 5 Amended 01/07/98, 01/09/99, 01/07/00, 30/09/01, 11/03/02, 01/01/03, 24/10/05, 01/08/12, 04/03/13

Name of entity

1-PAGE LIMITED

ABN

66 112 291 960

We (the entity) give ASX the following information.

#### Part 1 - All issues

*You must complete the relevant sections (attach sheets if there is not enough space).*

- |   |  |   |
|---|--|---|
| 1 | +Class of +securities issued or to be issued | <ol style="list-style-type: none"><li>1. Fully paid ordinary shares</li><li>2. Fully paid ordinary shares</li><li>3. Fully paid ordinary shares</li><li>4. Fully paid ordinary shares</li><li>5. New Unlisted Options</li><li>6. New Unlisted Options</li><li>7. Class A Staff Options</li><li>8. Class B Staff Options</li><li>9. Class C Staff Options</li><li>10. Class D Staff Options</li><li>11. Class E Staff Options</li><li>12. Class F Staff Options</li><li>13. Class G Staff Options</li><li>14. Class H Staff Options</li><li>15. Class I Staff Options</li><li>16. Class J Staff Options</li><li>17. Class K Staff Options</li><li>18. Class M Staff Options</li><li>19. Class N Staff Options</li><li>20. Class A Performance Rights</li><li>21. Class B Performance Rights</li><li>22. Class C Performance Rights</li></ol> |
|---|--|---|

+ See chapter 19 for defined terms.

**Appendix 3B**  
**New issue announcement**

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2	Number of +securities issued or to be issued (if known) or maximum number which may be issued	1.	42,500,000
		2.	50,000,000
		3.	1,000,000
		4.	556,655
		5.	450,000
		6.	10,000,000
		7.	679,666
		8.	63,183
		9.	90,261
		10.	45,131
		11.	453,038
		12.	453,038
		13.	45,131
		14.	225,653
		15.	135,392
		16.	45,131
		17.	113,260
		18.	56,630
		19.	453,038
		20.	2,000,000
		21.	2,000,000
		22.	2,000,000

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+ See chapter 19 for defined terms.

3	Principal terms of the +securities (e.g. if options, exercise price and expiry date; if partly paid +securities, the amount outstanding and due dates for payment; if +convertible securities, the conversion price and dates for conversion)	<ol style="list-style-type: none"> <li>1. Fully paid ordinary shares.</li> <li>2. Fully paid ordinary shares. 36,367,480 subject to escrow for a period of 2 years from the date of requotation. 13,632,520 subject to escrow for a period of 1 year from the date of issue.</li> <li>3. Fully paid ordinary shares. Subject to escrow for a period of 2 years from the date of requotation.</li> <li>4. Fully paid ordinary shares.</li> <li>5. New Options. Exercise price \$0.20 each. Expiry date 1 August 2019. Subject to escrow for a period of 2 years from date of requotation.</li> <li>6. New Options. Exercise price \$0.20 each. Expiry date 1 August 2019. Subject to escrow for a period of 2 years from date of requotation.</li> <li>7. Class A Staff Options. Exercise price \$0.20 each. Expiry date 25 February 2019.</li> <li>8. Class B Staff Options. Exercise price \$0.20 each. Expiry date 30 November 2017.</li> <li>9. Class C Staff Options. Exercise price \$0.20 each. Expiry date 31 August 2018.</li> <li>10. Class D Staff Options. Exercise price \$0.20 each. Expiry date 14 July 2018.</li> <li>11. Class E Staff Options. Exercise price \$0.20 each. Expiry date 25 October 2017.</li> <li>12. Class F Staff Options. Exercise price \$0.20 each. Expiry date 18 August 2017.</li> <li>13. Class G Staff Options. Exercise price \$0.20 each. Expiry date 21 July 2018.</li> <li>14. Class H Staff Options. Exercise price \$0.20 each. Expiry date 25 February 2018.</li> <li>15. Class I Staff Options. Exercise price \$0.20 each. Expiry date 25 September 2017.</li> <li>16. Class J Staff Options. Exercise price \$0.20 each. Expiry date 31 October 2018.</li> <li>17. Class K Staff Options. Exercise price \$0.20 each. Expiry date 30 June 2019.</li> <li>18. Class M Staff Options. Exercise price \$0.20 each. Expiry date 20 April 2019.</li> <li>19. Class N Staff Options. Exercise price \$0.20 each. Expiry date 18 September 2019.</li> <li>20. Class A Performance Rights. Expiry date 9 October 2014. Vesting conditions set out in the Prospectus dated 29 August 2016. Subject to escrow for a period of 2 years from the date of requotation.</li> <li>21. Class B Performance Rights. Expiry date 9 October 2014. Vesting conditions set out in the Prospectus dated 29 August 2016. Subject to escrow for a period of 2 years from the date of requotation.</li> <li>22. Class C Performance Rights. Expiry date 9 October 2014. Vesting conditions set out in the Prospectus dated 29 August 2017. Subject to escrow for a period of 2 years from the date of requotation.</li> </ol>
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+ See chapter 19 for defined terms.

**Appendix 3B**  
**New issue announcement**

<p>4 Do the +securities rank equally in all respects from the +issue date with an existing +class of quoted +securities?</p> <p>If the additional +securities do not rank equally, please state:</p> <ul style="list-style-type: none"> <li>• the date from which they do</li> <li>• the extent to which they participate for the next dividend, (in the case of a trust, distribution) or interest payment</li> <li>• the extent to which they do not rank equally, other than in relation to the next dividend, distribution or interest payment</li> </ul>	<p>1-4. Yes.            5-19. No. All Shares issued pursuant to the exercise of the Options will rank equally in all respects with other Shares.            20-22. No. All Shares issued pursuant to the vesting of the Performance Rights will rank equally in all respects with other Shares.</p>
<p>5 Issue price or consideration</p>	<p>1. \$0.20 each.            2. Nil cash. Shares issued as consideration for the acquisition of The One Page Company, Inc.            3. Nil cash. Shares issued as consideration for the introductory fee.            4. Nil cash. Shares issued to discharge US\$102,854 in debt.            5. \$0.001 each. New Options issued as remuneration.            6. \$0.001 each. New Options issued as consideration for advisory services.            7-22. Nil cash. Staff Options and Performance Rights issued as remuneration and to incentivise performance.</p>
<p>6 Purpose of the issue            (If issued as consideration for the acquisition of assets, clearly identify those assets)</p>	<p>1. As detailed in section 1.6 of the Prospectus dated 29 August 2014.            2. Consideration for the acquisition of The One Page Company, Inc.            3. Consideration for the introductory fee.            4. To discharge US\$102,854 in debt.            5. Remuneration of Existing Directors.            6. Consideration for advisory services.            7-22. Remuneration and to incentivise performance.</p>
<p>6a Is the entity an +eligible entity that has obtained security holder approval under rule 7.1A?</p> <p>If Yes, complete sections 6b – 6h in relation to the +securities the subject of this Appendix 3B, and comply with section 6i</p>	<p>No</p>

+ See chapter 19 for defined terms.



6b	The date the security holder resolution under rule 7.1A was passed	N/A
6c	Number of +securities issued without security holder approval under rule 7.1	Nil
6d	Number of +securities issued with security holder approval under rule 7.1A	Nil
6e	Number of +securities issued with security holder approval under rule 7.3, or another specific security holder approval (specify date of meeting)	N/A
6f	Number of +securities issued under an exception in rule 7.2	Nil
6g	If +securities issued under rule 7.1A, was issue price at least 75% of 15 day VWAP as calculated under rule 7.1A.3? Include the +issue date and both values. Include the source of the VWAP calculation.	N/A
6h	If +securities were issued under rule 7.1A for non-cash consideration, state date on which valuation of consideration was released to ASX Market Announcements	N/A
6i	Calculate the entity's remaining issue capacity under rule 7.1 and rule 7.1A – complete Annexure 1 and release to ASX Market Announcements	N/A
7	<p>+Issue dates</p> <p>Note: The issue date may be prescribed by ASX (refer to the definition of issue date in rule 19.12). For example, the issue date for a pro rata entitlement issue must comply with the applicable timetable in Appendix 7A.</p> <p>Cross reference: item 33 of Appendix 3B.</p>	9 October 2014

+ See chapter 19 for defined terms.

**Appendix 3B**  
**New issue announcement**

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	Number	+Class
8 Number and +class of all +securities quoted on ASX (including the +securities in section 2 if applicable)	68,476,341	Fully paid ordinary shares

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+ See chapter 19 for defined terms.

	Number	+Class
9 Number and +class of all +securities not quoted on ASX (including the +securities in section 2 if applicable)	12,132,520	Fully paid ordinary shares (escrowed for 1 year from the date of issue)
	38,886,230	Fully paid ordinary shares (escrowed for 2 years from the date of requotation)
	10,450,000	New Options
	679,666	Class A Staff Options
	63,183	Class B Staff Options
	90,261	Class C Staff Options
	45,131	Class D Staff Options
	453,038	Class E Staff Options
	453,038	Class F Staff Options
	45,131	Class G Staff Options
	225,653	Class H Staff Options
	135,392	Class I Staff Options
	45,131	Class J Staff Options
	113,260	Class K Staff Options
	56,630	Class M Staff Options
	453,038	Class N Staff Options
	2,000,000	Class A Performance Rights
	2,000,000	Class B Performance Rights
2,000,000	Class C Performance Rights	

10 Dividend policy (in the case of a trust, distribution policy) on the increased capital (interests) N/A

## Part 2 - Pro rata issue

11 Is security holder approval required? N/A

+ See chapter 19 for defined terms.

**Appendix 3B**  
**New issue announcement**

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12	Is the issue renounceable or non-renounceable?	N/A
13	Ratio in which the +securities will be offered	N/A
14	+Class of +securities to which the offer relates	N/A
15	+Record date to determine entitlements	N/A
16	Will holdings on different registers (or subregisters) be aggregated for calculating entitlements?	N/A
17	Policy for deciding entitlements in relation to fractions	N/A
18	Names of countries in which the entity has security holders who will not be sent new offer documents  <small>Note: Security holders must be told how their entitlements are to be dealt with. Cross reference: rule 7.7.</small>	N/A
19	Closing date for receipt of acceptances or renunciations	N/A

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+ See chapter 19 for defined terms.

20	Names of any underwriters	N/A
21	Amount of any underwriting fee or commission	N/A
22	Names of any brokers to the issue	N/A
23	Fee or commission payable to the broker to the issue	N/A
24	Amount of any handling fee payable to brokers who lodge acceptances or renunciations on behalf of security holders	N/A
25	If the issue is contingent on security holders' approval, the date of the meeting	N/A
26	Date entitlement and acceptance form and offer documents will be sent to persons entitled	N/A
27	If the entity has issued options, and the terms entitle option holders to participate on exercise, the date on which notices will be sent to option holders	N/A
28	Date rights trading will begin (if applicable)	N/A
29	Date rights trading will end (if applicable)	N/A
30	How do security holders sell their entitlements <i>in full</i> through a broker?	N/A
31	How do security holders sell <i>part</i> of their entitlements through a broker and accept for the balance?	N/A

+ See chapter 19 for defined terms.

**Appendix 3B**  
**New issue announcement**

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32 How do security holders dispose of their entitlements (except by sale through a broker)?

N/A

33 <sup>+</sup>Issue date

N/A

**Part 3 - Quotation of securities**

*You need only complete this section if you are applying for quotation of securities*

34 Type of <sup>+</sup>securities  
(tick one)

(a)  <sup>+</sup>Securities described in Part 1

(b)  All other <sup>+</sup>securities

Example: restricted securities at the end of the escrowed period, partly paid securities that become fully paid, employee incentive share securities when restriction ends, securities issued on expiry or conversion of convertible securities

**Entities that have ticked box 34(a)**

**Additional securities forming a new class of securities**

*Tick to indicate you are providing the information or documents*

35  If the <sup>+</sup>securities are <sup>+</sup>equity securities, the names of the 20 largest holders of the additional <sup>+</sup>securities, and the number and percentage of additional <sup>+</sup>securities held by those holders

36  If the <sup>+</sup>securities are <sup>+</sup>equity securities, a distribution schedule of the additional <sup>+</sup>securities setting out the number of holders in the categories

1 - 1,000  
1,001 - 5,000  
5,001 - 10,000  
10,001 - 100,000  
100,001 and over

37  A copy of any trust deed for the additional <sup>+</sup>securities

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<sup>+</sup> See chapter 19 for defined terms.

**Entities that have ticked box 34(b)**

38 Number of +securities for which +quotation is sought N/A

39 +Class of +securities for which quotation is sought N/A

40 Do the +securities rank equally in all respects from the +issue date with an existing +class of quoted +securities?

If the additional +securities do not rank equally, please state:

- the date from which they do
- the extent to which they participate for the next dividend, (in the case of a trust, distribution) or interest payment
- the extent to which they do not rank equally, other than in relation to the next dividend, distribution or interest payment

N/A

41 Reason for request for quotation now

Example: In the case of restricted securities, end of restriction period

(if issued upon conversion of another +security, clearly identify that other +security)

N/A

	Number	+Class
42 Number and +class of all +securities quoted on ASX (including the +securities in clause 38)	N/A	N/A

+ See chapter 19 for defined terms.

**Quotation agreement**

1 +Quotation of our additional +securities is in ASX's absolute discretion. ASX may quote the +securities on any conditions it decides.

2 We warrant the following to ASX.

- The issue of the +securities to be quoted complies with the law and is not for an illegal purpose.
- There is no reason why those +securities should not be granted +quotation.
- An offer of the +securities for sale within 12 months after their issue will not require disclosure under section 707(3) or section 1012C(6) of the Corporations Act.

Note: An entity may need to obtain appropriate warranties from subscribers for the securities in order to be able to give this warranty

- Section 724 or section 1016E of the Corporations Act does not apply to any applications received by us in relation to any +securities to be quoted and that no-one has any right to return any +securities to be quoted under sections 737, 738 or 1016F of the Corporations Act at the time that we request that the +securities be quoted.
- If we are a trust, we warrant that no person has the right to return the +securities to be quoted under section 1019B of the Corporations Act at the time that we request that the +securities be quoted.

3 We will indemnify ASX to the fullest extent permitted by law in respect of any claim, action or expense arising from or connected with any breach of the warranties in this agreement.

4 We give ASX the information and documents required by this form. If any information or document is not available now, we will give it to ASX before +quotation of the +securities begins. We acknowledge that ASX is relying on the information and documents. We warrant that they are (will be) true and complete.



Sign here: \_\_\_\_\_  
(Director/Company secretary)

Date: 10 October 2014

Print name: Scott Mison

== == == == ==

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+ See chapter 19 for defined terms.



**Corporations Act 2001**  
**A COMPANY LIMITED BY SHARES**

**CONSTITUTION**

**of**

**INTERMET LIMITED**

**ACN 112 291 960**

*Arranged by*

*David Garry & Associates  
Registration Agents  
Ph: (08) 8269 5181*

**Copyright**

**Rankines Solicitors**

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**REPLACEABLE RULES  
NOT APPLICABLE**

1. The Replaceable Rules contained in the Corporations Act shall not apply to the Company and in lieu thereof the following shall be the Constitution of the Company.

**INTERPRETATION**

2. In this Constitution unless there is something in the subject or context inconsistent therewith the following words and expressions shall have the several meanings hereby assigned to them, namely:-

- 2.1. "the Corporations Act" means the Corporations Act 2001;
  - 2.2. "ASX" means Australian Stock Exchange Limited;
  - 2.3. "Auditor" or "Auditors" means the auditor or auditors for the time being of the Company;
  - 2.4. "Board" means the Board of Directors of the Company;
  - 2.5. "Business Days" means those days on which the ASX is open;
  - 2.6. "the Company" means **INTERMET LIMITED ACN 112 291 960**;
  - 2.7. "the Constitution" means this Constitution as amended from time to time and any reference to a particular clause has a corresponding meaning;
  - 2.8. "Corporation" includes company wheresoever incorporated or domiciled;
  - 2.9. "Director" means any person occupying the position of Director by whatever name called and includes an alternate director duly acting as such;
  - 2.10. "Directors" means the Directors for the time being of the Company;
  - 2.11. "Listing Rules" means the listing rules of the ASX and any other rules of ASX which are applicable while the company is admitted to the Official List of ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by ASX;
  - 2.12. "Member" means a registered holder of any share or stock of the Company;
  - 2.13. "Month" means calendar month;
  - 2.14. "Office" means the registered office for the time being of the company;
  - 2.15. "Paid Up" includes credited as paid up;
  - 2.16. "Person" and words importing persons include partnerships associations corporations and companies unincorporated and incorporated by Act of Parliament or registration as well as individuals;
  - 2.17. "Register" shall mean the Register of Members to be kept pursuant to Section 169 of the Corporations Act;
  - 2.18. "SCH Business Rules" means the business rules of the SCH as defined in the Listing Rules;
  - 2.19. "SCH Register" shall mean the register(s) of members to be kept by the Company pursuant to the SCH Business Rules and the Australian Stock Exchange Listing Rules;
-

- 2.20. "Seal" means the Common Seal of the Company and any duplicate seal;
- 2.21. "Secretary" includes the Assistant or Acting Secretary and any person appointed to perform the duties of the Secretary temporarily;
- 2.22. "Share" means share in the capital of the Company;
- 2.23. "Special Resolution" shall have the meaning assigned thereto by the Corporations Act;
- 2.24. "Writing", "written" and "in writing" shall include printing lithography photography photocopying typewriting and any other mode of representing or reproducing words in a visible form;
- 2.25. words importing the singular number only shall include the plural number and words importing the plural number shall include the singular number. Words importing the masculine gender only shall include the feminine gender;
- 2.26. in every case where in this Constitution general expressions are used in connection with powers, discretions or things, such general expressions shall not be limited to or controlled by the particular powers discretions or things with which the same are connected. Any words and expressions denoting authority or permission shall not be construed as words or expressions denoting directions or compulsory trusts;
- 2.27. for the purposes of this Constitution a corporation shall be deemed to be a subsidiary of another Corporation if it would be deemed to be a subsidiary of that other corporation within the meaning of Section 46 of the Corporations Act;
- 2.28. a reference to a provision in the Corporations Act, the Listing Rules or the SCH Business Rules that is or has been amended re-enacted or replaced (whether in the same or similar words or otherwise) shall be construed as a reference to that amended re-enacted or replaced provision.
- 2.29. unless the contrary intention appears in this Constitution, an expression in a clause of this Constitution bears the same meaning the expression bears under and pursuant to the Corporations Act. Where the expression has more than one meaning in the Corporations Act and a provision of the Corporations Act deals with the same matter as a clause of this Constitution, the expression bears the same meaning the expression bears under and pursuant to the provision which deals with that same matter; and
- 2.30. the marginal notes hereto shall not affect the construction of this Constitution.

RECOGNITION OF LISTING REQUIREMENTS
-------------------------------------

3. If the Company is admitted to the Official List of ASX, the following clauses apply:
  - 3.1. notwithstanding anything contained in this Constitution, if the Listing Rules prohibit an act being done, the act shall not be done;
  - 3.2. nothing contained in this Constitution prevents an act being done that the Listing Rules require to be done;
  - 3.3. if the Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
  - 3.4. if the Listing Rules require this Constitution to contain a provision and it does not contain such a provision, this Constitution is deemed to contain that provision;

- 3.5. if the Listing Rules require this Constitution not to contain a provision and it contains a provision of that type, this Constitution is deemed not to contain that provision; and
- 3.6. if any provision of this Constitution is or becomes inconsistent with the Listing Rules, this Constitution is deemed not to contain that provision to the extent of the inconsistency.

SHARES

4. Subject to this Constitution and without prejudice to any special rights previously conferred on the holder of any shares or class of shares and save as provided by contract to the contrary, the shares shall be under the control of the Directors, who may allot or otherwise dispose of them to such persons on such terms and conditions (including the issue price) and with such preferred, deferred or other special rights or such restrictions whether in regard to dividend, voting or return of share capital but as regards preference shares ranking equally with preference shares already issued and at such times as the Directors think fit, and with full power to give to any person calls or options on any shares during such time, and for such consideration as the Directors think fit, and subject to the provisions of the Corporations Act, any preference shares may be issued on terms that they or any of them are or at the option of the Company are liable to be redeemed **PROVIDED** that the power of the Directors contained herein shall not extend to an issue or allotment of shares which effects a transfer of a controlling interest in the Company without prior approval of the members of the Company in general meeting.
5. Where any shares of the Company are issued for the purpose of raising money to defray the expenses of the construction of any works or buildings or the provision of any plant which cannot be made profitable for a long period the Company may pay interest on so much of that share capital as is for the time being paid up for the period and subject to the conditions and restrictions in the Corporations Act mentioned and may charge the sum so paid by way of interest to capital as part of the costs of construction of the work or building or the provision of plant.
6. An application for shares in the Company signed by or on behalf of the applicant who has agreed to become a member and followed by an allotment of any shares thereon shall be deemed to be an acceptance of such shares within the meaning of this Constitution entitling the Company to place the name of the allottee on the Register in respect thereof.
7. If any member executes or proposes to execute any instrument or to do any act by or through an attorney:
  - 7.1. he shall produce or cause to be produced to the Company for noting the instrument appointing such attorney and shall pay for such noting the fee (if any) prescribed by the Board, and shall (if required) file with the Company a certified copy of such last mentioned instrument which shall be retained by the Company; and
  - 7.2. the Directors may on the first production of such instrument of attorney and from time to time subsequently require such evidence as the Directors think fit that the instrument is effective and continues to be in force.
8. Save as herein otherwise provided the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and except as required by law no person shall be recognised by the Company as holding any share upon any trust and the Company accordingly shall not be bound (even when having notice thereof) to recognise any trust equitable contingent future or partial interest in any share or any interest in any fractional part of a share or (except as ordered by a Court of competent jurisdiction or as required by statute or this Constitution) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

JOINT HOLDERS OF  
SHARES

9. Where two or more persons are registered as the holders of any share they shall

be deemed to hold the same as joint tenants with benefit of survivorship (notwithstanding that one registered holder may be a corporation) subject to the provisions following.

10. The Company shall not be bound to register more than three persons as the joint holders of any share, but this power shall not apply to the executors, administrators or trustees of a deceased holder.
11. The joint holders of a share shall be severally as well as jointly liable for the payments of all installments and calls due in respect of such share.
12. The Directors may register a transfer to a corporation and an individual person jointly.
13. Any one of several persons who are registered as the joint holders of any share may give effectual receipts for all dividends and payments on account of dividends bonus or return of capital in respect of such share.
14. On the death of any one or more of such joint holders or the dissolution of any corporation registered as one of several joint holders the surviving or continuing holder or holders shall be the only person or persons recognised by the Company as having any title to such share; but the Directors may require such evidence of death or dissolution as they may think fit, and nothing herein contained shall release the estate of a deceased member from any liability in respect of such share.
15. Where there are several executors or administrators of a deceased member or representatives of a member under incapacity they shall for any of the purposes aforesaid be deemed to be joint holders of the shares registered in the name of the member.

#### SHARE CERTIFICATES

16. Subject to paragraphs 17 and 20 of this Constitution certificates for shares may be issued under the Seal (if the Company has a Seal) or in the case of shares on any Branch Register either under the Seal or the Official Seal of the Company for use in the place in which the Branch Register is kept.
17. The Company may have a duplicate of the Seal which shall be a facsimile of the Seal with the addition on its face of the words "Share Seal" and which shall be known as a Share Seal. Any certificate for shares may be issued under a Share Seal and if so issued shall be deemed to be sealed with the Seal.
18. Subject to paragraph 19 of this Constitution, each certificate for shares may (except where the certificate is issued under an embossed seal) bear:-
  - 18.1. in the case of a certificate issued under the Seal, the autographic signatures of one Director and of the Secretary or some other person appointed by the Directors for that purpose; or
  - 18.2. in the case of a certificate issued under the Official Seal, the said signatures or the autographic signature of at least one person appointed by the Directors for that purpose.
19. Notwithstanding anything hereinbefore contained, the Directors may determine either generally or in a particular case or cases to dispense altogether with the need for signatures on the Company's share certificates or that any of the signatures need not be autographic but may be affixed by some mechanical means specified in the resolution.
20. Certificates issued with a printed facsimile of the Seal, the Official Seal or the Share Seal (as the case may be) shall be deemed to have been duly issued under the Seal, the Official Seal or the Share Seal (as the case may be).

21. The Company will not be obliged, unless the Listing Rules, SCH Business Rules any provision of this Constitution or a resolution of the members in general meeting requires, to issue a certificate to a Member for any Shares registered in the Member's name (or any option granted over unissued shares), or to record any holding of shares (or any option granted over unissued shares) held on a certificated subregister BUT any certificate issued must be issued and despatched in accordance with such of the Corporations Act, the SCH Business Rules, the Listing Rules, the provisions of this Constitution, and the resolution of members in general meeting as apply to such certificate.
22. Where shares are registered in the names of two or more persons only one certificate for all the shares so registered or if they so require several certificates each for a reasonable number of such shares shall be issued the intention of this clause being that the same share shall not be included in more than one certificate which is issued and outstanding at any time.
23. In the case of joint holders the delivery of the certificate to any one of them or his agent shall be a sufficient delivery to them all.
24. The charge for stamp duty (if any) on certificates shall be borne by the Company and not passed on to shareholders.
25. If any certificate be worn out or defaced, then upon production thereof to the Directors, they may order the same to be cancelled, and may issue free of charge a new certificate in lieu thereof. If any certificate be lost or destroyed, then, upon proof thereof to the satisfaction of the Directors, and on such indemnity (if any) as the Directors deem adequate being given, a new certificate in lieu thereof shall be given to the party entitled to such lost or destroyed certificate upon the conditions set out in Section 1070D of the Corporations Act applicable thereto.
26. Subject to clause 27, notwithstanding anything herein contained, or in the terms and conditions upon which any marketable securities or marketable rights are held, issued or made available it is not necessary:
  - 26.1. for the Company to issue or deliver any certificate, debenture or other document in respect of marketable securities or marketable rights which are held as uncertificated securities holdings in accordance with the SCH Business Rules; or
  - 26.2. for the holders of marketable securities or marketable rights issued or made available by the Company to deliver, or for the Company to take delivery of, any certificate, debenture or other document in connection with the registration of a transfer of marketable securities or marketable rights which are held as uncertificated securities in accordance with the SCH Business Rules.
27. Marketable securities and marketable rights which are, or are proposed to be issued or made available by the Company in accordance with the SCH Business Rules whereby those securities or rights may be held as uncertificated holdings are to be evidenced by a holder identification number and by a sponsoring issuer number, a sponsoring broker number or an institution participant number, as the case may be under the SCH Business Rules and are to be recorded in the appropriate SCH Register maintained by the Company.
28. The Company shall be empowered with respect to any transaction for the holding, issuing or making available of marketable securities or marketable rights made prior to the date of effect of this Constitution, to ratify that holding, issuing or making available as being held as an uncertificated securities holding in accordance with the SCH Business Rules and that this clause 29 applies to the transaction.
29. The Directors shall not be bound to inquire into the title of any person producing a share certificate but such production shall be sufficient evidence of the title thereto of the person holding the same, and the Company shall be and the Directors and each of them are and is hereby indemnified and

held harmless from any loss which may occur to any member in consequence of the Company or the Directors causing or permitting the holders of such share certificate to be registered.

30. The Company may participate in any computerised or electronic system for market settlement, securities transfer and registration conducted in accordance with the Corporations Act, the Listing Rules and the SCH Business Rules, or corresponding laws or securities exchange rules in any other country AND if the Company participates in a system of the kind described in this clause, then despite any other provision of this Constitution:
  - 30.1. Shares may be transferred, and transfers may be registered, in any manner required or permitted by the Listing Rules or the SCH Business Rules (or corresponding laws or securities exchange rules in any other country) applying in relation to the system;
  - 30.2. the Company must comply with and give effect to those rules; and
  - 30.3. the Company may, in accordance with those rules, decline to issue certificates for holdings of Shares.
31. So long as the Company is admitted to an official list of the member exchanges of the ASX it shall, notwithstanding any provision to the contrary contained in this Constitution, comply with the Listing Requirements of the ASX or the member exchange or both from time to time in force.

**CALLS**

32. The Company may make arrangements on the issue of shares for a difference between the holders of such shares in the amount of calls to be paid and the time of payment of such calls.
33. The Directors may from time to time make such calls as they think fit upon the members in respect of all monies unpaid on the shares held by them respectively and not by the conditions of allotment thereof made payable at fixed times provided that fourteen days' notice at least be given of each call. A call may be made payable by instalments and may be revoked or the time fixed for its payment extended by the Board. Each member shall pay the amount of the call or calls so made to the person and at the times and places (if any) appointed by the Directors as notified to the member either in the notice of call or by any subsequent notice. If no place shall be so appointed the call or calls shall be made payable at the office of the Company. A call shall be deemed to have been made at the time the resolution of the Directors authorising such call was passed.
34. If the sum payable in respect of any call is not paid before or on the day appointed for payment thereof the holder for the time being of such share shall pay interest on the same at the rate of sixteen per centum (16%) per annum or such lesser rate of interest (if any) as the Directors shall prescribe from the day appointed for the payment thereof to the time of the actual payment but he shall not be entitled to receive any dividend on the amount paid so long as the calls or interest thereon shall remain overdue and unpaid. The Directors may where they think fit remit altogether or in part any sum becoming payable for interest under this clause.
35. In the event of non-payment of any calls the Directors may proceed to recover the same with interest and expenses (if any) by action or otherwise, but such proceedings shall be without prejudice to the right to forfeit the share or shares of the member so in arrear and either or both of such rights may be exercised as the circumstances of the case may require or as the Directors may think fit.
36. If by the terms of issue of any share or otherwise any sum is made payable on allotment or at any fixed time or by instalments at fixed times every such amount or instalment shall be payable as if it were a call duly made by the Directors and of which due notice had been given and the provisions of these presents as to payment of calls interest and expenses, forfeiture and the like, and all the other relevant provisions of this Constitution shall apply.



37. On the trial or hearing of any action for the recovery of any money due for any call it shall be sufficient to prove that the name of the member sued is entered in the Register as the holder or one of the holders of the shares in respect of which such debt accrued that the resolution making the call is duly recorded in the minute book and that notice of such call was duly given to the member sued in pursuance of this Constitution and it shall not be necessary to prove the appointment of the Directors who made such call nor any other matters whatsoever but the proof of the matters aforesaid shall be conclusive evidence of the debt.
38. The Directors may if they think fit receive from any member willing to advance the same, all or any part of the moneys due upon the shares held by him beyond or in advance of the sums actually called for and upon the amount so paid or satisfied in advance or upon so much thereof as from time to time exceeds the amount of the calls then made and payable upon the shares in respect of which such advance has been made the Company may pay interest at such rate as the member paying such sum in advance and the Directors agree upon. No member paying such sum in advance shall be entitled to participate in respect thereof in a dividend subsequently declared. The Directors may at any time repay the amounts so advanced upon giving to such member three months' notice in writing.

FORFEITURE AND LIEN
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39. If any member fails to pay the whole or any part of any call or instalment payment in respect of a share on or before the date appointed for the payment of the same the Directors may at any time thereafter during such times as any part of such call or instalment remains unpaid serve a notice on such member requiring him to pay the same together with interest at the rate referred to in clause 34 hereof that may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment.
40. The notice shall name a day (not being less than fourteen days from the date of the notice) on and a place at which such call or instalment or such part thereof as aforesaid and such interest and expenses as aforesaid are to be paid. The notice shall also state that in the event of the non-payment at or before the time and at the place appointed the shares in respect of which the call was made or instalment is payable will be liable to be forfeited.
41. If the requirements of any such notice as aforesaid are not complied with any share in respect of which such notice has been given may at any time thereafter before payment of all calls or instalments, interest and expenses due in respect thereof be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.
42. When any shares shall have been forfeited in accordance with these presents notice of the forfeiture shall forthwith be given to the member in whose name it stood immediately prior to the forfeiture and an entry of such notice having been given and of the forfeiture with the date thereof shall forthwith be made in the register of members but the provisions of this clause are directory only and no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make such entry as aforesaid or by any irregularity in the form or service thereof or by the non-receipt by the member of such notice.
43. A person whose shares have been forfeited shall cease to be a member in respect of such forfeited shares but shall notwithstanding be liable to pay and shall forthwith pay to the Company all calls or instalments interest and expenses owing upon or in respect of such shares at the time of forfeiture together with interest thereon from the time of forfeiture until payment at the rate of sixteen per centum (16%) per annum or such lesser rate of interest as the Directors may have prescribed under clause 34 hereof and the Directors may enforce the payment of such moneys or any part thereof if they think fit with or without any allowance for the value of the shares at the time of forfeiture but shall not be under any obligation so to do.

44. The forfeiture of a share shall involve the extinction at the time of forfeiture of all interest in and all claims and demands against the Company in respect of the share and all other rights incidental to the share except only such of those rights and liabilities as by this Constitution are expressly saved or are by Statute given or imposed in the case of past members.
45. Any share so forfeited shall be deemed to be the absolute property of the Company and the Directors may sell re-allot or otherwise dispose of the same in any manner they think fit.
46. The Company shall have a first and paramount lien and charge upon all shares registered in the name of each member (whether solely or jointly with another) and upon all dividends from time to time declared in respect thereof and upon the proceeds of sale of such shares for all debts and liabilities paid discharged or incurred or to be incurred by the Company in respect of his shares or on his account solely or jointly with any other person under or by virtue of any statute or legislative enactment or in respect of unpaid calls whether the period for payment fulfilment or discharge thereof shall have actually arrived or not and no equitable interest in any share shall be created except upon the footing and condition that clause 7 hereof is to have full effect. Such lien for or in respect of unpaid calls shall extend only to the specific shares on which such calls are for the time being unpaid and to all dividends from time to time declared in respect of such shares. Any moneys paid by the Company as aforesaid shall carry interest at current bank overdraft rates from the time of payment until repayment and such moneys and interest may notwithstanding such lien be recovered by action from such member or his legal representatives as a debt due by such member or his deceased estate to the Company. Unless otherwise agreed the registration of a transfer of shares shall operate as a waiver of the Company's lien (if any) on such shares.
47. For the purpose of enforcing such lien the Directors may sell all or any of the shares subject thereto in such manner as they think fit but no sale shall be made until such time as the moneys are presently payable and until notice in writing stating the amount due and demanding payment and giving notice of the intention to sell shall have been served on such member his executors or administrators and default shall have been made by him or them in the payment fulfilment or discharge of such debts liabilities or engagements for ten days after such notice.
48. The net proceeds of any such sale shall be applied to or towards satisfaction of such debts liabilities or engagements the accrued interest and expenses and the residue (if any) shall be paid to such member his executors administrators or assigns or as he directs or as they direct.
49. Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers hereinbefore given the Directors may appoint some person to execute an instrument of transfer of the said shares sold and may cause the purchaser's name to be entered in the Register in respect of the shares sold and the purchaser shall not be bound to see to the regularity or validity of the proceedings nor to the application of the purchase money and after his name has been entered in the register in respect of such shares the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.
50. In the event of the re-allotment or sale of a forfeited or surrendered share or the sale of any share to enforce a lien of the Company a certificate in writing under the hand of one or more of the Directors or of a person duly authorised by the Directors in that behalf that the share has been duly forfeited surrendered or sold in accordance with the regulations of the Company shall as against all persons claiming to be entitled to such share adversely to such re-allotment or sale be conclusive evidence of the facts therein stated. A certificate of proprietorship shall be delivered to such new purchaser or allottee and he shall be deemed the holder of the share discharged from all calls or other moneys interest and expenses due prior to such purchase or allotment.

TRANSFER OF SHARES
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51. For a transfer of shares that is not a SCH-regulated Transfer (except where the Directors determine to comply with laws or securities exchange rules of a foreign country); no transfer shall be registered unless a proper instrument of transfer has been duly delivered to the

Company or to the share registry of the Company but the Company may register as a shareholder any person to whom the right to any shares of the Company has been transmitted by operation of law. The instrument of transfer of any shares in the Company shall be signed by both the transferor and the transferee and the transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the register in respect thereof provided that the Board may dispense with the execution of the instrument of transfer by the transferee in any case in which it thinks fit in its discretion so to do and a transfer need not be executed by the transferee in any case in which execution is, by law, not required, and provided further that shares of different classes shall not be comprised in the same instrument of transfer.

52. The instrument of transfer of any shares shall be in writing and in the form approved from time to time by the ASX or in the usual or common form or in such other form as the Directors may prescribe or in particular cases accept.
53. The registration of transfers may be suspended during such time or times as the Directors from time to time determine not exceeding in the whole thirty days in any calendar year.

**REFUSAL OF  
TRANSFER**

54. The Directors may refuse to register a transfer if upon its registration the transferee, not being a member at the time of delivery of the transfer for registration, would hold less than one hundred shares or a marketable parcel as calculated in accordance with the listing requirements of the ASX whichever be the lesser, provided that this provision shall not apply where the Directors are satisfied that the transfer is to a nominee company of a person who is recognised as an "odd lot" broker by a member exchange of the ASX, or is a transfer by an executor, administrator or trustee to a person entitled pursuant to a will or settlement or on an intestacy.
55. The Board may refuse to register any transfer of shares upon which the Company has a lien and, in the case of shares not fully paid up, may refuse to register a transfer to a transferee who has not satisfied the Board, by such means as the Board thinks fit, including the provisions of a statutory declaration, that such transferee is financially able to meet any unpaid liability in respect of the shares concerned.
56. Notice of refusal to register any transfer shall be given pursuant to the provisions of the Corporations Act.
57. The Board may refuse to register any transfer of shares which transfer would result in contravention of or failure to observe the provisions of a law of a State or territory or of the Commonwealth for the time being in force.
58. Save as hereinbefore provided and subject to the provisions of this Constitution, the Directors shall not refuse to register or give effect to any transfer in registrable form of any shares.
59. The Directors must:
  - 59.1. except as permitted by ASX, refuse to register any transfer of Shares or other securities which are Restricted Securities if that transfer is or might be in breach of the Listing Rules or any escrow agreement entered into by the Company under the Listing Rules in relation to the Shares; and
  - 59.2. refuse to register any transfer where the Company is, or the Directors are, required to do so by the Listing Rules.

**REGISTRATION OF  
TRANSFER**

60. Every instrument of transfer shall be left at the Office or at the share registry of the Company for registration accompanied by the certificate of shares to be transferred and such

other evidence as the Directors may require to prove the title of the transferor or his right to transfer the shares provided that the Directors may dispense with the production of the certificate of the shares in any case in which they in their discretion think fit so to do. All instruments of transfer which shall be registered shall be retained by the Company but any instrument of transfer which the Directors may decline to register shall on demand be returned to the person depositing the same.

61. In the case of death of a member the executor or administrator of a deceased member (where the deceased was a sole holder) shall be the only person recognised by the Company as having any title to the shares registered in the name of such member.

**TRANSMISSION OF SHARES**

62. The committee, administrator or curator of a lunatic member or member of unsound mind, and any person becoming entitled to shares in consequence of the death, insolvency, bankruptcy, liquidation, arrangement or composition with creditors or assignment for the benefit of the creditors of any member or otherwise by operation of law, upon producing the certificate of the shares to be transferred and such other evidence that he sustains the character in respect of which he proposes to act under this clause, or of his title, as the Board thinks sufficient, and subject to the provisions of clause 181 and to any lien of the Company in respect of the debts of the person through whom he derives his title, may be registered as a member in respect of such shares or may, subject to the regulations as to transfers hereinbefore contained, transfer such shares. This clause is hereinafter referred to as "the transmission clause".

63. Subject to the Corporations Act and except for the right conferred by clause 54 which shall not apply hereto, the Board shall have the same right to refuse to register the person entitled to any shares under the transmission clause as if he were the transferee named in an ordinary transfer presented for registration.

**INCREASE, ALTERATION, REDUCTION AND SUBDIVISION OF CAPITAL AND OFFER OF SHARES**

64. The Company may by ordinary resolution:-

- 64.1. subdivide its shares or any of them into shares of a smaller amount provided however that in the sub-division the proportion between the amount paid and the amount (if any) unpaid on each subdivided share shall be the same as it was in the case of the share from which the sub-divided share is derived;
- 64.2. consolidate and divide all or any of its share capital into shares of larger amounts than its existing shares; or
- 64.3. cancel shares which at the date of the passing of the resolution in that behalf have not been taken or agreed to be taken by any person or which have been forfeited and may diminish the amount of its share capital by the amount of the shares so cancelled and the Directors may subject to the provisions of the Corporations Act accept surrender of the shares.

The resolution whereby any share is subdivided may determine that as between the holders of the shares resulting from such subdivision one or more of such shares shall have some preference or special advantage as regards dividend capital voting or otherwise over or as compared with the others or any other and that the profits applicable to the payments of dividends thereon should be appropriated accordingly.

65. Subject to the Corporations Act, the Company may, by special resolution, reduce its share capital or any capital redemption reserve fund.

**POWERS RELEVANT TO BORROWING**

66. If any uncalled capital of the Company is included in or charged by any mortgage or other security the Directors may by instrument under the Company's seal authorise the person in whose favour such mortgage or security is executed or any other person in trust for him to make calls on the members in respect of such uncalled capital and to issue in the name of the Company or otherwise for the recovery of moneys becoming due in respect of calls so made and to give valid receipts for such moneys and the provisions hereinbefore contained in regard to calls shall mutatis mutandis apply to calls made under such authority and such authority may be made exercisable either conditionally or unconditionally and either presently or contingently and either to the exclusion of the Directors' powers or otherwise and shall be assignable if expressed so to be.
67. If the Board or any member thereof, or any officer of the Company, shall become personally liable for the payment of any sum primarily due from the Company, the Board may execute or cause to be executed any mortgage charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the persons or person so becoming liable as aforesaid from any loss in respect of such liability.

**ANNUAL GENERAL MEETINGS**

68. Annual General Meetings of the Company shall be convened and held in accordance with the provisions of the Corporations Act.
69. Any meeting of members convened by the Directors, unless such meeting be convened in pursuance of such requisition as is hereinafter mentioned, may:
- 69.1. be cancelled by the Directors by notice in writing; or
- 69.2. be postponed by the Directors by notice in writing;
- AND** the meeting shall subject to any further postponement or adjournment be held at the postponed date for the purpose of transacting the business covered by the original notice.

**GENERAL MEETINGS**

70. All meetings of members other than Annual General Meetings shall be called "General Meetings" and any meeting of members may in this Constitution be referred to as either general meeting or meeting of members.
71. The Directors may whenever they think fit convene a General Meeting at such time and place as the Directors determine and the Company may hold a meeting of its members at 2 or more venues using any technology that gives the members as a whole a reasonable opportunity to participate.
72. If at any time there shall not be sufficient Directors capable of acting to form a quorum the Director or Directors who are capable of acting, or if there shall be no such Director or Directors, any five members of the Company, may convene a General Meeting.
73. If it is inconvenient to obtain a meeting of Directors, any two Directors may, upon requisition being made pursuant to the provisions of the Corporations Act so to do, convene a General Meeting.
74. The accidental omission to give to any member or the non-receipt by any member of notice of any general meeting or of notice of entitlement to appoint a proxy shall not invalidate any resolution passed at any such meeting or any of the proceedings thereat.

**PROCEEDINGS AT GENERAL MEETINGS**

75. The ordinary business of an Annual General Meeting shall be to:

- 75.1. receive and consider the profit and loss account, the balance sheet and the reports of the Directors and of the Auditors;
  - 75.2. elect Directors, and other officers in the place of those retiring and (if required) to appoint Auditors;
  - 75.3. declare dividends;
  - 75.4. fix the remuneration of the Directors; and
  - 75.5. transact any other business which under these presents ought to be transacted at an Annual General Meeting including any business which is brought under consideration by the report of the Directors issued with the notice convening such meeting or by the report of the Auditors.
76. All other business transacted at an Annual General Meeting and all business transacted at a General Meeting shall be deemed special and shall be subject to notice as hereinbefore provided.
  77. No business shall be transacted at any meeting of members unless the quorum requisite shall be present at the commencement of the business, and three members present personally or by proxy or attorney or in the case of a corporation by representative authorised pursuant to the provisions of the Corporations Act present shall be a quorum for a meeting of members for the choice of a chairman the transaction of the ordinary business of an Annual General Meeting and the adjournment of the meeting. For all other purposes the quorum for a meeting of members shall be members personally or by proxy or attorney or in the case of a corporation by representative authorised pursuant to the provisions of the Corporations Act present not being less than three in number and holding or representing by proxy not less than one-twentieth part of the issued capital of the Company.
  78. The Chairman of Directors shall be entitled to take the chair at every meeting of members or if there be no such chairman or if at any meeting he shall not be present within ten minutes after the time appointed for holding such meeting or being present shall be unwilling to act as Chairman the Directors present may choose a Chairman at such meeting and in default of their so doing the members personally present shall choose another Director as Chairman and if no Director be present or if all the Directors present decline to take the chair then the members personally present shall choose one of their number to be chairman.
  79. If within fifteen minutes from the time appointed for the meeting a quorum is not present the meeting if convened in consequence of a requisition of members pursuant to the provisions of the Corporations Act shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and place or to such other day time and place as the Directors may by notice to the shareholders appoint and if at such adjourned meeting a quorum is not present within fifteen minutes from the time appointed for the meeting any two members personally present shall be a quorum and may transact the business for which the meeting was called.
  80. The Chairman may with the consent of the meeting at which a quorum is present (and shall if so directed by the Meeting) adjourn the same from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. Whenever a meeting is adjourned for fourteen days or more notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid no member shall be entitled to any notice of any adjournment or of the business to be transacted at an adjourned meeting.
  81. Every question submitted to a meeting shall be decided in the first instance by a show of hands of those entitled to vote unless before or on the declaration of the result of the show of hands a poll is demanded in the manner hereinafter provided. In the case of an equality of votes the Chairman of

the meeting at the time when the relevant question is voted on shall both in a show of hands and at the poll have a casting vote in addition to the vote or votes to which he may be entitled as a member.

82. At any meeting of members, unless a poll is demanded in manner hereinafter provided, a declaration by the chairman that a resolution has been carried, or carried by a particular majority, or lost or not carried by a particular majority, and an entry to that effect in the minute book of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
83. At any meeting of members a poll may be demanded by:-
  - 83.1. the Chairman;
  - 83.2. at least five members present personally or by proxy or attorney or in the case of a corporation by representative authorised pursuant to the provisions of the Corporations Act and entitled to vote;
  - 83.3. a member or members present as aforesaid representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or
  - 83.4. a member or members present as aforesaid holding shares in the Company conferring a right to vote at the meeting, being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all shares conferring that right.
84. If a poll is demanded as aforesaid it shall be taken in such manner and at such time and place as the Chairman of the meeting directs and either at once or after an interval or adjournment or otherwise and the result of the poll shall be conclusive and shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand for a poll may be withdrawn.
85. In a case of any dispute as to the admission or rejection of a vote on a show of hands or poll, the Chairman shall determine the same and such determination if made in good faith shall be final and conclusive.
86. No poll shall be demanded on the election of a Chairman of a meeting and a poll demanded on any question of adjournment shall be taken at the meeting and without adjournment.
87. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

#### VOTES OF MEMBERS

88. Subject to any special terms as to voting upon which any share may be issued and subject to clause 97, on a show of hands every member present in person or by one attorney or proxy only or by representative duly authorised under Section 250A of the Corporations Act shall have one vote and upon a poll subject to the provisos following every member present in person or by attorney or proxy or representative as aforesaid shall have one vote for every share held by him.
89. If on any poll any question shall arise as to the number of votes to which any member may be entitled the Chairman shall determine the same and such determination made in good faith shall be conclusive and binding on all members.
90. Subject as aforesaid votes may be given personally or by proxy or by attorney or by representative duly authorised as aforesaid.
91. No objection shall be made to the validity of any vote except at the meeting or poll at which such vote shall be tendered and every vote not disallowed at such meeting or poll by the Chairman whether given personally or by proxy shall be deemed valid.

92. Any person entitled under the transmission clause to transfer any shares may vote at any general meeting in respect thereof in the same manner as if he were the registered holder of such shares provided that forty-eight hours at least before the time of holding the meeting or adjourned meeting as the case may be at which he proposes to vote he shall satisfy the Directors of his right to transfer such shares or the Directors shall have previously admitted his right to vote at such meeting in respect thereof. A person entitled to vote under this clause shall be deemed a member for the purposes of clause 88.
93. Where there are joint registered holders of any shares any one of such persons may vote at any meeting either personally or by proxy or attorney or representative in respect of such shares as if he were solely entitled thereto and if more than one of such joint holders be present at any meeting personally or by proxy or attorney or representative duly appointed under Section 250A of the Corporations Act that one of the said persons so present whose name stands first on the register in respect of such shares shall alone be entitled to vote in respect thereof.
94. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney or if such appointor is a corporation under its common seal or the hand of its attorney. The committee administrator or curator of a member of unsound mind may vote for such member.
95. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified or office copy thereof shall be deposited at the office of the Company not less than forty-eight hours before the time for holding the meeting or adjourned meeting as the case may be at which the person named in such instrument proposes to vote and in default the instrument of proxy shall not be treated as valid, provided that no instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.
96. A vote given in accordance with the terms of an instrument appointing a proxy or power of attorney shall be valid notwithstanding the previous death of the principal or revocation of such proxy or power of attorney or transfer of the shares in respect of which the vote is given unless an intimation in writing of the death, revocation or transfer shall have been received at the office at least twenty-four hours before the meeting.
97. Subject to any restrictions from time to time affecting any class of share, a member holding a share or shares in respect of which for the time being no moneys are due and payable shall be entitled to be present at any general meeting, and to vote and be reckoned in a quorum, notwithstanding that moneys are then due and payable to the Company by such member in respect of other shares held by him, provided that upon a poll a member shall only be entitled to vote in respect of any shares held by him upon which, at the time when such poll is taken, no moneys are due and payable to the Company.
98. Every instrument of proxy whether for a specified meeting or otherwise shall (except in the case of proxies appointed under power of attorney) as nearly as circumstances will admit be in the form or to the effect following:-

"I, \_\_\_\_\_ of \_\_\_\_\_ in the  
State of \_\_\_\_\_ being a member of INTERMET LIMITED hereby appoint  
\_\_\_\_\_ of \_\_\_\_\_  
or failing him/her  
\_\_\_\_\_ of \_\_\_\_\_  
or failing him/her or if no person is appointed, the Chairman of  
the meeting as my proxy to vote for me and on my behalf at the meeting of the Company  
to be held on the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_ and at any adjournment  
thereof.

As witness my hand this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

Signed by the said \_\_\_\_\_ )



in the presence of:        )  
  )

(with provision for a specified proportion of the member's voting rights to be exercised by the proxy in cases where the member has appointed two proxies and with provision for the vote or votes to be cast for or against any resolutions proposed, and for the member to be advised that in the absence of any such indication the proxy may vote in whatever manner the proxy thinks fit, or may refrain from voting, at the discretion of the proxy).

**NOTE:**

1. A member entitled to attend and vote is entitled to appoint not more than two proxies.
2. Where more than one proxy is appointed, each proxy must be appointed to represent a specified proportion of the member's voting rights.
3. A proxy need not be a member."

or in such other form as the Directors may from time to time prescribe or approve or in particular cases accept.

99. Any instrument of proxy deposited at the office in which the name of the appointee is not filled in shall be given in favour of the Chairman of the meeting to which it relates.
100. The proxy shall be deemed to include the right to demand or join in demanding a poll and shall (except to the extent to which the proxy is specially directed to vote for or against any proposal) include power to act generally at the meeting for the person giving the proxy. An instrument appointing a proxy, whether in the usual common form or not, shall unless the contrary is stated therein be valid as well for any adjournment of or the taking of any poll demanded at the meeting to which it relates.
101. The Board may at the cost of the Company issue forms of proxy for use by the members with or without inserting therein the name or description of any of the Directors or of any other person as proxies but such forms shall be blank so far as the person primarily to be appointed is concerned. Such forms may be so worded that a proxy may be directed to vote either for or against each or any of the resolutions to be proposed.
102. No instrument appointing a proxy shall be invalid on account of:-
  - 102.1. the name or names of any person or persons appointed as proxy or the date therein being left blank at the time of the execution of the instrument; or
  - 102.2. bearing a date (printed or written) other than the date of the actual execution of the instrument; or
  - 102.3. the name of any alternative appointee being left blank; or
  - 102.4. there being no witness to the signature of the appointor.
103. Any member may by power of attorney duly executed appoint an attorney to act on his behalf at all meetings of the Company, and such power of attorney or proof thereof to the satisfaction of the Board shall, without prejudice to clause 95, be produced for inspection at the Office, together with such evidence of the due execution thereof as the Board may require, not less than forty-eight hours before the time for holding the meeting or adjourned meeting as the case may be at which the attorney proposes to vote and in default the attorney shall not be entitled to act thereunder, and such attorney may be authorised to appoint a proxy for the member granting the power of attorney.

**DIRECTORS**

104. Until otherwise determined by the Company in general meeting, the number of Directors shall be not less than three including any Managing Director and they shall respectively continue to hold office until they are respectively required to retire from office as hereinafter provided.
105. No person being an auditor or partner or employer or employee of an auditor of the Company and no corporation shall be eligible for election or appointment as a Director.
106. Unless otherwise determined by the Company in general meeting there shall be no shareholding requirement for a Director.
107. The Directors shall be paid out of the funds of the Company by way of remuneration for their services such sum (which shall not exceed a maximum amount which shall be fixed in general meeting) as the Directors may from time to time determine. Such remuneration shall be divided between them in such proportions and manner as the Directors may determine and in default of such determination within the year equally between them. The remuneration of a director shall be deemed to accrue from day to day. In the event of it being proposed to increase the maximum amount of directors' remuneration, the notice calling the general meeting at which such increase is to be proposed shall state the amount of the proposed increase. The non executive Directors shall not be paid as part or whole of their remuneration a commission on or percentage of the profits or turnover of the Company but shall be paid a fixed sum. Executive Directors shall not be paid as part or whole of their remuneration a commission on or percentage turnover. Except where the Chairman is a person who has been appointed a Managing Director of the Company pursuant to this Constitution, the Directors shall not have power to fix a salary or allowance for the Chairman in addition to Directors' remuneration.
108. A Director may be or become a Director of any company promoted by this Company or in which it may be interested as a vendor shareholder or otherwise or in a subsidiary company and no such Director shall be accountable for any benefits received as a director or member of such company.
109. Each Director shall be paid all his traveling, hotel and other expenses reasonably incurred by him for the purpose of attending meetings or otherwise in or about the business of the Company and if any Director being willing shall render or be called upon to perform extra services or to make any special exertions in going or residing abroad or otherwise for any business or purposes of the Company the Board may arrange with such Director for a special remuneration by the payment of a stated sum of money and such remuneration may be either in addition to or in substitution for his share in the remuneration above provided. It shall be the duty of the Directors while any Director shall be so absent from South Australia upon the business of the Company to grant him special leave of absence from any meetings of Directors held while he is so away and the provisions of sub-clause 112.3 of this Constitution shall not apply to such Director during such absence.
110. The Directors shall have power at any time and from time to time, to appoint any person as a Director either to fill a casual vacancy or as an addition to the Board but so that the total number of Directors shall not at any time exceed the maximum number authorised by the Company in general meeting from time to time. Any person so chosen to fill a casual vacancy shall retain his office only until the next ensuing Annual General Meeting of the Company, but shall then be eligible for re-election, and any person chosen as an addition to the Board shall hold office only until the next following Annual General Meeting of the Company, and shall then be eligible for re-election.
111. The continuing Directors may act notwithstanding any vacancy in their body but if and so long as their number is reduced below the minimum above fixed the continuing Directors may act in emergencies or for the purpose of filling vacancies or of calling a meeting of members of the Company but for no other purpose.

112. In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Corporations Act or any other provision of this Constitution, the office of a Director shall become vacant if that Director:-
- 112.1. becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law of any place relating to mental health;
  - 112.2. is absent from the meetings of the Directors during any continuous period of three months without leave of absence granted by the Directors and the Board resolves that his office be vacated (such leave of absence not having been unreasonably withheld); or
  - 112.3. resigns his office by notice in writing given to the Company

**PROVIDED THAT** the office of a Director shall not be considered vacant until such vacation be recorded in the Directors' minute book and in the event referred to in sub-clause 112.3 until such resignation shall be accepted or if not accepted and not withdrawn until the period of one month shall have expired. No proceedings of the Board shall be invalidated by reason of any Director taking part or concurring therein being then disqualified. Any Director whose office becomes so vacant shall subject to the Corporations Act be eligible for immediate re-election. Provided that these disqualifying conditions or any of them may, subject to the Corporations Act, and with the exception of the events referred to in sub-clauses 112.1 and 112.2 be dispensed with, altered, varied or modified by a special resolution of a General Meeting and that until an entry of his office having been so vacated be made in the minutes of the Board his acts as a Director shall be as effectual as if his office were not vacated.

113. No Director shall be disqualified by his office from contracting with the Company either as vendor, purchaser, broker, solicitor or otherwise nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which all of the Directors or any Director shall be in any way interested be avoided or questioned for that reason nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or the fiduciary relationship thereby established.
114. A Director shall not as a Director vote in respect of any contract or proposed contract with the Company in which he is in any way, directly or indirectly, interested and if he does so vote his vote shall not be counted.
115. For the purpose of this clause, the question whether any Director is so interested shall be determined in the same manner in all respects as if the question had arisen under the provisions of the Corporations Act relating to the declaration by directors of their interests in contracts.
116. A Director may hold any office of employment or profit in the Company (other than Auditor) in conjunction with his Directorship and may be appointed thereto upon such terms as to remuneration, tenure of office, and otherwise as may be arranged by the Directors provided that no Director (other than an Executive Director) shall be paid a commission or percentage of profits and that no Director shall be paid a commission or percentage of turnover.
117. At every Annual General Meeting one third of the Directors, or if their number is not a multiple of three, then the number nearest to but not exceeding one third shall retire from office provided that no Director shall retain office for a period in excess of three years or until the third Annual General Meeting following his appointment, whichever is the longer, without submitting himself for re-election. A retiring Director shall retain office until the termination of the meeting at which his successor is elected. The Directors to retire at any Annual General Meeting shall be those who have been longest in office, but in any case of equality in length of service those to retire shall in default of agreement between themselves be determined by lot.

118. A retiring Director shall be eligible for re-election. The length of time a Director has been in office shall be computed from his last election or appointment where he has previously vacated office.
119. The Company at any Annual General Meeting at which a Director retires in manner aforesaid may fill up the vacated office by electing a person thereto and in default the retiring Director shall be deemed to have been re-elected unless at such meeting it is resolved not to fill up such vacated office and the Company may on due notice in that behalf fill up any other vacancies and may at any General Meeting fill up a casual vacancy not filled by the Directors.
120. If at any General Meeting at which an election of Directors ought to take place the places of the retiring Directors or some of them are not filled up the retiring Directors or such of them as have not had their places filled up shall if willing continue in office until the Annual General Meeting in the next year and so on from year to year until their places are filled up unless it shall be determined at such meeting on due notice to reduce the number of Directors in office.
121. Subject to Section 201A of the Corporations Act the Company in general meeting may from time to time impose a maximum to, increase or reduce the number of Directors and may also determine in what rotation such increased or reduced number is to go out of office provided that the number of Directors shall not be less than three.
122. The Company may by ordinary resolution remove any Director before the expiration of his period of office and by ordinary resolution appoint another person in his stead. The person so appointed shall hold office during such time only as the Director in whose place he is appointed would have held the same if he had not been removed.
123. No person other than a retiring Director shall unless recommended by the Directors for election be eligible for election to the office of Director at any meeting of members unless he or some other member intending to propose him has not later than fifteen business days and not earlier than thirty business days before the meeting left at the office of the Company a notice in writing duly signed by the nominee giving his consent to the nomination and signifying his candidature for the office or the intention of such member to propose him. Notice of each and every candidature shall at least seven days previously to the meeting at which the election is to take place be served by the Secretary on the members.

MANAGING DIRECTORS
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124. The Directors may from time to time appoint one or more of their body to be a Managing Director or Managing Directors of the Company upon such terms and conditions in all respects as the Directors think fit. A Managing Director shall not be subject to retirement by rotation and shall subject to the provisions of any contract between him and the Company be subject to the same provisions as to resignation and removal as the other Directors of the Company and if he ceases to hold the office of Director from any case he shall ipso facto and immediately cease to be a Managing Director.
125. The Directors may from time to time entrust to and confer upon the Managing Director or Managing Directors for the time being such of the powers exercisable under these presents by the Directors as they may think fit and may confer such powers for such time and to be exercised for such objects and purposes and upon such terms and conditions and with such restrictions as they may think expedient and they may confer such powers either collaterally with or to the exclusion of and in substitution for all or any of the powers of the Directors in that behalf and may from time to time revoke withdraw alter or vary all or any of such powers.
126. The remuneration of a Managing Director or of any executive Director of the Company shall (subject to the provisions of any contract between him and the Company) from time to time be fixed by the Directors.

PROCEEDINGS OF  
DIRECTORS

127. The Directors may meet together for the despatch of business adjourn and otherwise regulate their meetings and proceedings as they think fit. Until otherwise determined by the Company in general meeting a majority of the total number of Directors shall be a quorum. For the purposes of Section 195 of the Corporations Act a Director who has directly or indirectly a material interest in any contract or proposed contract or arrangement with the Company is to be counted in a quorum notwithstanding his interest if Section 195 so permits.
128. A Director may at any time and the Secretary shall upon request of a Director convene a meeting of the Directors. Questions arising at any meeting shall be decided by a majority of votes and in case of an equality of votes the Chairman of the meeting at the time when the relevant question is voted on shall have a second or casting vote except when only two Directors are present and form a quorum or where only two Directors are competent to vote on the question at issue. A Director may attend and vote by proxy at any meeting of Directors provided such proxy is a member and has been approved of as such by a majority vote of the Directors and has been appointed in writing under the hand of the appointor. The appointment may be general or for any particular meeting or meetings. The appointee may be another Director of the Company.
129. The Directors may from time to time elect one of their number as Chairman of their meetings and determine the period for which he is to hold office and may remove the Chairman and he shall while he remains in office and at all meeting at which he is present be Chairman both of the Board of Directors and of all general meetings of the Company. If no such Chairman is elected or if at any meeting the Chairman is not present at the time appointed for holding the same or being present is unwilling to act as Chairman the Directors present shall choose one of their number to be Chairman of such meeting.
130. A duly convened meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities powers and discretions by or under the Constitution of the Company for the time being vested in or exercisable by the Directors generally.
131. The Directors may delegate any of their authorities powers and discretions to committees consisting of such member or members of their body as they think fit and may from time to time revoke withdraw alter or vary such delegation. Any committee so formed shall in the exercise of the authorities powers and discretions so delegated conform to any regulation that may from time to time be imposed upon it by the Directors.
132. The meetings and proceedings of any such committee consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Directors so far as the same are applicable thereto and are not superseded by any regulations made by the Directors under the last preceding clause.
133. All acts bona fide done at any meeting of the Directors or of a committee of Directors or by any person acting as a Director shall notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of any such Director or person acting as aforesaid or that they or any of them were disqualified or that due notice of any such meeting was not given be as valid as if every such person had been duly appointed and was qualified to be a Director or member of a committee and such meeting had been duly convened unless within a month from the date of any such meeting in the case last mentioned objection shall be taken by a Director who did not receive due notice of the meeting in which case the proceedings to which objection is so taken shall be void.
134. A resolution in writing signed by all the Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted. Any such resolution may consist of several documents in like form, each signed by one or more directors. A telegram cablegram telex facsimile electronic mail or other form of communication from which the recipient can obtain a visible record or wireless message addressed to and received by the Company, and purporting to be signed by a Director shall for the purposes of this clause be deemed to be a writing signed by such

Director. For the purposes of this clause the signature of an alternate director shall be effective and may be substituted for the signature of his appointor.

**POWERS OF DIRECTORS**

135. The management of the business of the Company shall be vested in the Directors, and the Directors may exercise all such powers and do all such acts and things as the Company is by its Memorandum of Association or otherwise authorised to exercise and do, and are not hereby or by statute directed or required to be exercised or done by the Company in general meeting.
136. Without limiting the generality of clause 135, the Directors may exercise all the powers of the Company to borrow money, to charge any property or business of the Company or all or any of its uncalled capital and to issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person.
137. Any sale or disposal of the Company's main undertaking shall be conditional upon ratification by shareholders in general meeting.

**ALTERNATE DIRECTORS**

138. Subject to the provisions of the Corporations Act each Director may from time to time by writing under his hand or by telex telegram cablegram radiogram or other form of visible communication appoint any person (whether a member of the Company or not) approved for that purpose by a majority of the other Directors or alternate Directors to act as alternate director in his place during such period as he thinks fit and the following provisions shall apply to any such alternate director:-

- 138.1. he may be removed or suspended from office by written notice letter telex telegram cablegram radiogram or other form of visible communication sent to the Company by the Director by whom he was appointed;
- 138.2. he shall be entitled to receive notice of meetings of the board and if the director by whom he was appointed is not present to attend meetings count towards a quorum at such meeting and vote on all resolutions on which his appointor could vote and where he is a Director he shall have a separate vote on behalf of each Director he is representing in addition to his own vote;
- 138.3. at any meeting of Directors he shall be entitled to exercise all the powers (except the power to appoint an alternate director) and perform all the duties of a Director if the Director by whom he was appointed is not present but shall not otherwise have power to act as Director;
- 138.4. he shall not be required to hold any share qualification;
- 138.5. he shall ipso facto vacate office if the Director by whom he was appointed is removed or otherwise ceases to hold office for any reason or if his appointment is revoked by a resolution of the Board, provided that not less than twenty-one days' notice of intention to propose such resolution shall be given to the appointor by letter addressed to him at his registered address. A Director retiring at any general meeting and being re-elected shall not for the purpose of this clause be deemed to have ceased to be a Director;
- 138.6. he shall whilst acting as a Director be responsible to the Company for his own acts and defaults and shall not be deemed to be the agent of the Director by whom he was appointed;

- 138.7. he shall not be entitled to receive any remuneration from the Company but he shall be entitled to reimbursement for reasonable travelling and other expenses incurred by him in attending meetings of the Board or otherwise on the Company's business;
- 138.8. he shall not be taken into account in determining the number of Directors for the purposes of clause 73; and
- 138.9. he may act as alternate for more than one Director and shall have a separate vote on behalf of each Director he is representing.
139. Any instrument appointing an alternate Director under clause 138 shall as nearly as circumstances will admit be in the following form to the effect following:-

"I \_\_\_\_\_ being a Director of INTERNET LIMITED in pursuant of the power in that behalf contained in Clause 138 of the Constitution of the Company do hereby nominate and appoint  
of \_\_\_\_\_  
to act as alternate Director in my place and to exercise and discharge all my functions powers and duties as a Director.  
As witness my hand this \_\_\_\_\_ day of \_\_\_\_\_  
19 \_\_\_\_."

**LOCAL MANAGEMENT**

140. The Directors may provide for the management and transaction of the affairs of the Company in any specified locality, whether in Australia or abroad, in such manner as they think fit and the provisions contained in the four next following clauses shall be without prejudice to the general powers conferred by this paragraph.
141. The Directors:-
- 141.1. may appoint any person or persons to be a local Director or local Directors of the Company and may establish any local Boards branch offices or agencies for managing any of the affairs of the Company in any specified locality, and may appoint any persons to be members of any such local Board or any managers or agents and may fix their remuneration; and
- 141.2. may delegate to any person so appointed any of the powers, authorities, and discretions for the time being vested in the Directors, other than the power of making calls; and
- 141.3. may authorise the members for the time being of any such local Board or any of them to fill up any vacancies therein, and to act notwithstanding vacancies.
142. Whether any Director shall be in any place where there is a local Board he shall be entitled to sit and vote at all meetings of the local Directors.
143. The Directors may, by power of attorney under the Company's seal, appoint any person or persons to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these presents) and for such period and subject to such conditions as the Directors from time to time think fit.
144. Any such appointment may (if the Directors think fit) be made in favour of the members or any of the members of any local Board established as aforesaid or in favour of any company or of the members directors nominees or managers of any company or firm of in favour of any fluctuating body of persons whether nominated directly or indirectly by the Directors.

145. Any such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorney or attorneys as the Directors think fit.
146. Any such delegates or attorneys as aforesaid may be authorised by the Directors to sub-delegate all or any of the powers authorities and discretions for the time being vested in them.
147. The Directors may by power of attorney delegate unto any one or more of the Directors or to any other person whether he may be a shareholder or not who may be visiting any Country or State outside South Australia full power to act in any matter upon the Company's behalf in such Country or State outside South Australia and anything done by such Director or delegate shall be effectual to bind the Company just as fully and effectually as if the same had been done by order of the Directors.

**COMMON SEAL**

148. The Company may have a common seal and if it does then the Directors shall provide for the safe custody of the common seal which shall only be used by the authority of the Board or of a committee of the Directors authorised by the Board in that behalf and (except in the case of a share certificate) the seal shall be affixed in the presence of one Director at least who shall sign every instrument to which the seal is affixed (except as aforesaid) and every such instrument (except as aforesaid) shall be countersigned by the Secretary by another Director or by some other person appointed by the Directors for the purpose **PROVIDED THAT** the Directors may by resolution determine either generally or in any particular case or cases that any such signatures may be affixed by some mechanical means other than autographic to be specified in such resolution.
149. Subject to clause 148 every deed or other instrument executed by the Company must if executed without a common seal or any share seal or certificate seal or official seal be signed by a Director and be countersigned by the Secretary or by a second Director or by some other person appointed by the Board for that purpose.
150. The Company may from time to time exercise the powers conferred by the Corporations Act in relation to an official seal for use outside the State of South Australia.

**DIVIDENDS**

151. Subject to the rights of holders of shares issued upon special conditions and subject to the provisions hereinafter contained as to reserve funds, the profits of the Company which it shall from time to time determine to divide in respect of any year or other period shall be distributed as dividends among the members in proportion to the capital paid up or deemed to be paid up on the shares held by them respectively **PROVIDED ALWAYS** that (subject as aforesaid and subject to any special terms upon which any share is issued) any capital paid up on a share during the period in respect of which a dividend is declared shall only entitle the holder of such share to an apportioned amount of such dividend as from the date of payment.
152. No dividend shall carry interest as against the Company. Where capital is paid up in advance of calls upon the footing that the same shall carry interest such capital shall not whilst carrying interest confer a right to participate in profits.
153. The declaration of the Directors as to the amount of the net profits of the Company shall be conclusive and no larger dividend shall be declared than is recommended by the Directors but the Company in general meeting may declare a smaller dividend.
154. The Company in general meeting may declare a dividend to be paid to the members according to their rights and interest in the profits and may fix the time for payment.
155. The Directors may from time to time pay to the members such interim dividends or bonuses as in their judgement the position of the Company justifies.



156. The Directors may from time to time before recommending any dividend write off such sum as they think proper for depreciation and may set aside out of the profits of the Company such sum as they think proper as a reserve fund which shall at the discretion of the Directors be applicable for meeting contingencies for the gradual liquidation of any debt or liability of the Company for repairing maintaining or adding to the property of the Company or for such other purposes as the Directors in their absolute discretion shall think conducive to promoting the interests of the Company or which shall with the sanction of the Company in general meeting be as to the whole or in part applicable for equalising dividends or for distribution by way of bonus or special dividend among the members of the Company for the time being on such terms and in such manner as the Company in general meeting may from time to time determine. The Directors may divide the reserve fund into such special funds as they think fit with full power to employ the assets constituting the reserve fund or part thereof in the business of the Company (and that without being bound to keep the same separate from the other assets) and/or may invest the same from time to time upon such securities as they may select with power from time to time to deal with and vary such investments.
157. Any general meeting declaring a dividend may make a call on the members of such amount as the meeting fixes but so that the call on each member shall not exceed the dividend payable to him and so that the call shall be made payable at the same time as the dividend and the dividend may if so arranged between the Company and the member be set off against the call. The making of a call under this clause shall be deemed ordinary business of an Annual General Meeting which declares a dividend.
158. Any general meeting declaring a dividend may resolve that:-
  - 158.1. such dividend be paid wholly or in part by the distribution of specific assets and in particular of paid up shares debentures or debenture stock of the Company or paid-up shares debentures or debenture stock of any other company or in any one or more of such ways; and
  - 158.2. each member entitled to participate in the dividend may elect that the payment of the dividend be satisfied in respect of all or a number of shares less than all of the shares held by the member by the allotment of paid-up shares in accordance with a dividend re-investment plan approved and adopted by the meeting or any previous general meeting **AND** any dividend re-investment plan authorised by this clause may provide that such plan may be adopted, implemented and maintained on terms and conditions determined by the Directors from time to time.
159. Any general meeting may on the recommendation of the Directors resolve that any moneys investments or other assets forming part of the undivided profits of the Company standing to the credit of the reserve fund or any capital redemption fund or in the hands of the Company and available for the dividend or representing any surplus assets upon a revaluation or otherwise be capitalised and distributed amongst such of the shareholders as would be entitled to receive the same if distributed by way of dividend and in the same proportions on the footing that they become entitled thereto as capital and that all or any part of such capitalised fund be applied on behalf of such shareholders in paying up either fully or partly and as the resolution may provide any unissued shares or debentures or debenture stock of the Company which shall be distributed accordingly or in or towards payment of the uncalled liability on any issued shares or debentures or debenture stock and that such distribution or payment shall be accepted by such shareholders in full satisfaction of their interest in the said capitalised sum.
160. For the purpose of giving effect to any resolution under the last two preceding clauses the Directors may settle any difficulty which may arise in regard to the distribution as they think expedient and in particular may issue fractional certificates and may fix the value for distribution of any specific assets and may determine that cash payments shall be made to any members upon the footing of the value so fixed or that fractions of less value than two dollars may be disregarded in order to adjust the rights of all parties and may vest any such cash or specific assets in trustees upon such trusts for the persons entitled to the dividend or capitalised fund as may seem expedient to the Directors and

may vest any such cash or specific assets in the trustee of any superannuation fund which shall have been established for the benefit of employees of the Company. Where requisite a contract shall be filed in accordance with the Corporations Act and the Directors may appoint any person to sign such contract on behalf of the persons entitled to the dividend or capitalised fund and such appointment shall be effective.

161. A transfer of shares shall not pass the right to any dividend declared thereon after the date of such transfer and before the registration of the transfer.
162. The Directors may retain the dividends payable upon shares in respect of which any person is under "the transmission clause" entitled to become a member or which any person under that clause is entitled to transfer until such person shall become a member in respect thereof or shall duly transfer the same.
163. The receipt of the person appearing by the register to be the holder of any shares or his endorsement of a cheque drawn by the Company pursuant to this clause shall be a sufficient discharge to the Company for any dividend or other money payable in respect of such shares but the Directors may if they think fit require the receipt of all the registered holders of a share. Unless otherwise directed any dividend may be paid by cheque or warrant sent through the post to the registered address of the member or person entitled or in the case of joint holders to the registered address of that one whose name stands first on the register in respect of the joint holding, or by crediting the bank account of such member person or joint holder with the amount of such dividend. Every cheque or warrant so sent shall be made payable to the person to whom it is sent but the Company shall not be responsible for any loss in transmission of any cheque or warrant so sent whether sent at the request of a member or otherwise or for any loss in transferring any credit to a bank account as aforesaid whether at the request of a member or otherwise.
164. Unless otherwise required by law all dividends unclaimed for one year after having been declared may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed, and the Company shall not be constituted a trustee in respect thereof and all dividends unclaimed for three years after having been declared may be forfeited by the Directors for the benefit of the Company.

#### ACCOUNTS

165. The Directors shall cause profit and loss accounts and balance sheets to be laid before the Company at its annual general meetings in accordance with the provisions of the Corporations Act. To every such balance sheet shall be attached a report made in accordance with a resolution of the Directors as required by the Corporations Act.
166. Copies of accounts, balance sheets, reports statements and other documents required by the Corporations Act to be sent to members and other persons entitled to receive notice of general meetings of the Company shall be sent to such persons in accordance with the requirements of the Corporations Act.

#### AUDITORS

167. The accounts of the Company shall be audited in accordance with the requirements of the Corporations Act.

#### NOTICES

168. In every or any case in which a notice is by this Constitution directed or authorised to be given the same may be served by the Company upon any member either personally or by sending it through the post in a prepaid envelope or wrapped addressed to such member at his registered place of address. Preference shareholders shall have the same rights as Ordinary shareholders as regards receiving notices reports and Balance Sheets and attending general meetings.

169. Each registered holder of shares shall notify to the Company in writing an address in the Commonwealth of Australia which shall unless and until a fresh notification is given be deemed his registered place of address within the meaning of the last preceding clause. If a fresh address is notified that shall be the registered address.
170. As regards those members who have no registered place of address as aforesaid a notice posted up in the Company's registered office shall be deemed to be well served on the member at the expiration of 24 hours after it is so posted up in the office.
171. All notices shall with respect to any share to which persons are jointly entitled be given to whichever of such persons is named first on the register and notice so given shall be sufficient notice to all the holders of such shares.
172. Any notice sent by post shall be deemed to have been served on the day following that on which the envelope or wrapper containing the same is posted and in proving such service it shall be sufficient to prove that the envelope or wrapper containing the notice was properly addressed according to the name and address entered in the register and put in the post office or other public postal receptacle. A certificate in writing signed by the Manager Secretary or other officer of the Company that the envelope or wrapper containing the notice was so addressed and posted shall be conclusive evidence thereof.
173. Every person who by operation of law transfer or other means whatsoever shall become entitled to any share shall be bound by every notice in respect to such share which previously to his name and address being entered on the register shall have been duly given to the person from whom he derives his title to such share.
174. Any notice or document delivered or sent by post to or left at the registered address of any member in pursuance of these presents shall notwithstanding such member be then deceased or be in any way incapacitated and whether or not the Company had notice of his decease or incapacity be deemed to have been duly served in respect of any shares whether held solely or jointly with other persons by such member until some other person be registered in his stead as the holder or joint holder thereof and such service shall for all purposes of these presents be deemed a sufficient service of such notice or document on his executors or administrators and all persons (if any) jointly interested with him in any such share.
175. The signature to any notice to be given by the Company may be written, typewritten or printed.
176. Where a given number of days' notice or notice extending over any period is required to be given the day which the notice is deemed to be served and in the case of a notice convening a meeting the day on which the meeting is to be held shall be excluded from the number of days or other period.
177. When no time is fixed by the Corporations Act or this Constitution for the giving of a notice or the delivery or service of any document such time may be fixed by the Directors.

INDEMNITY
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178. Every Director Manager or Officer of the Company or any person (whether an officer of the Company or not) employed by the Company as Auditor shall be indemnified out of the funds of the Company against all liability incurred by him as such Director Manager Officer or Auditor in defending any proceedings whether civil or criminal in which judgement is given in his favour or in which he is acquitted or in connection with any application under Section 1318 of the Corporations Act in which relief is granted to him by the Court.
179. Every Director Manager Secretary or other officer or servant for the time being of the Company shall be indemnified by the Company from and against all costs losses and expenses which any such Director Manager Secretary or other officer or servant may properly incur or become liable to pay by reason of any contract entered into or other act or thing done by any of them as such officer or

servant or in any way in the discharge of his duties and it shall be the duty of the Directors to pay the same out of the funds of the Company.

180. The Company may pay a premium for a contract insuring any person who is or who has been a Director Managing Director agent auditor secretary or other officer of the Company against any liability:

180.1. incurred by that person as such an officer which does not arise out of conduct involving a willful breach of duty in relation to the Company or a contravention of Sections 182, 183 or 184 of the Corporations Act; or

180.2. for costs and expenses incurred by that person in defending proceedings relating to that person's position with the Company, whether civil or criminal, and whatever their outcome.

**PAYMENTS BY THE COMPANY**

181. Whenever any law for the time being of any country state or place imposes or purports to impose any immediate or future or possible liability upon the Company to make any payment or empowers any Government or taxing authority or Government official to require the Company to make any payment in respect of any shares registered in any of the Company's registers as held either jointly or solely by any member or in respect of any dividends bonuses or other moneys due or payable or accruing due or which may become due or payable to such member by the Company on or in respect of any shares registered as aforesaid or for or on account or in respect of any member and whether in consequence of:-

181.1. the death of such member;

181.2. the non-payment of any income tax or other tax by such member;

181.3. the non-payment of any estate probate succession death stamp or other duty by the executor or administrator of such member of by or out of his estate; or

181.4. any other act or thing;

**AND** the Company in every such case:-

181.5. shall be fully indemnified by such member or his executor or administrator from all liability;

181.6. shall have a lien upon such of the shares registered in the name of such member or deceased member in respect of which any such moneys as aforesaid are due and unpaid or have been paid by the Company or which the Company may be called upon to pay under or in consequence of any such law;

181.7. shall have a lien upon all dividends bonuses and other moneys payable in respect of the shares registered in any of the Company's registers as held either jointly or solely by such member for all moneys paid or payable by the Company in respect of the same shares or in respect of any dividends bonus or other money as aforesaid thereon or for or on account or in respect of such member under or in consequence of any such law together with interest at the rate of sixteen per centum (16%) per annum thereon from date of payment to date of repayment and may deduct or set off against any such dividend bonus or other money payable as aforesaid any moneys paid or payable by the Company as aforesaid together with interest as aforesaid;

181.8. may recover as a debt due from such member or his executor or administrator wherever constituted any moneys paid by the Company under or in consequence of any such law and interest thereon at the rate and for the period aforesaid in excess of any dividend

bonus or other money as aforesaid then due or payable by the Company to such member; and

- 181.9. may if any such money is paid or payable by the Company under any such law as aforesaid refuse to register a transfer of any shares by any such member or his executor or administrator until such money and interest as aforesaid is set off or deducted as aforesaid or in case the same exceeds the amount of any such dividends bonus or other money as aforesaid then due or payable by the Company to such member until such excess is paid to the Company.
182. The word "duty" in clause 181 shall extend to and include any stamp death estate probate succession and/or legacy duty and/or any other amount which the Directors may at any time in their absolute and uncontrolled discretion declare to be a "duty".
183. Nothing herein contained shall prejudice or affect any right or remedy which any such law may confer or purport to confer on the Company and as between the Company and every such member as aforesaid his executor administrator and estate wheresoever constituted or situate any right or remedy which such law shall confer or purport to confer on the Company shall be enforceable by the Company.

**WINDING UP**

184. If the Company shall be wound up whether voluntarily or otherwise the liquidator may with the sanction of a special resolution divide among the members in specie or kind any part of the assets of the Company and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the members or any of them as the liquidator with the like sanction shall think fit. The resolution sanctioning any such division may subject to the provisions of clause 66 hereof also sanction a division otherwise than in accordance with the legal rights of the members and may confer special rights on any class of members but in case any resolution shall be passed sanctioning any division otherwise than in accordance with the legal rights of the members any member who would be prejudiced thereby shall have a right to dissent and ancillary rights as if such resolution were a special resolution passed pursuant to Section 507 of the Corporations Act.
185. Subject to the proviso hereinafter contained if the Company shall be wound up and the assets available for distribution among the members as such shall be insufficient to repay the whole of the paid up capital such assets shall be distributed so that as nearly as may be the losses shall be borne by the members in proportion to the capital paid up or which ought to have been paid up at the commencement of the winding up on the shares held by them respectively and if in a winding up the assets available for distribution among the members shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding up the excess shall be distributed amongst the members in proportion to the capital at the commencement of the winding up paid up or which ought to have been paid up on the shares held by them respectively **PROVIDED THAT** this clause is to be without prejudice to the rights of holders of shares issued upon special terms and conditions.
186. In the event of the winding up of the Company every member of the Company who is not for the time being present in the State of South Australia shall be bound within three weeks after the passing of an effective resolution to wind up the Company voluntarily or the making of an order for the winding up of the Company to serve notice in writing on the Company appointing some householder in the said State upon whom all summonses notices processes orders and judgements in relation to or under the winding up of the Company may be served and in default of such nomination the liquidator of the Company shall be at liberty on behalf of such member to appoint some such person and service upon any such appointee whether appointed by the shareholder or liquidators shall be deemed to be good personal service on such member for all purposes and where the liquidator make any such appointment he shall with all convenient speed give notice thereof to such member by advertisement in an Adelaide newspaper and by a registered letter sent through the post and addressed to such member at his address as mentioned in the register and such notice shall be

deemed to be served on the day following that in which the advertisement appears or the letter is posted.

187. In the event of there being a sale of all or any of the Company's assets or a liquidation of the company no commission or fees or other remuneration shall be payable to any Director or liquidator in respect of any such sale and/or liquidation by way of compensation for loss of office or as consideration for or in connection with his retirement from office or otherwise unless the payment thereof shall be ratified by the shareholders by special resolution at a general meeting. Specific notice of any such proposed payment shall be given to the shareholders in the notice convening the meeting the business or part of the business of which is to fix the Directors' or liquidators' remuneration for any such sale or liquidation. Any sale or disposal of the Company's main undertaking shall be conditional upon ratification by shareholders in general meeting.

**CAPITAL**

188. The Company may from time to time by Ordinary Resolution vary alter re-organise reclassify or convert or divide into one class or a different class or classes any shares in the capital of the Company (irrespective of whether such capital is partly or fully issued or partly or fully unissued and irrespective of whether such capital is issued with preferential rights or liable to redemption or otherwise) and may create any new class or classes of shares out of such capital and subject to the provisions of the Corporations Act and this Constitution may vary the rights attaching to any share or any class or classes of shares in the capital of the Company so that such share or class or classes shall have the same rights as shall be attached to any other class or classes of shares in the capital of the Company or such different rights as the Company by Ordinary Resolution shall direct and may annex to any one or more of such classes or to any particular class or classes of shares such rights privileges restrictions qualities capacities disadvantages and powers as the Company by Ordinary Resolution shall direct.

**DISCOVERY**

189. Except as provided by the Corporations Act or otherwise provided by law no member (not being a Director) or general or other meeting of members, shall be entitled to require discovery of or any information respecting any details of the Company's operations or trading, or any matter which may be or is in the nature of a trade secret, or which relates to the conduct of the business of the Company if, in the opinion of the Directors, it is not expedient in the interest of the Company to communicate such details.

# **The One Page Company Inc.**

## **Financial Statements**

**For the Year Ended 31 December 2012 and 31 December 2013**

The One Page Company Inc.

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## The One Page Company Inc.

### Directors' Report

Your directors present their report on The One Page Company Inc for the year ended 31 December 2013.

Throughout the report, the entity is referred to as the company.

#### Directors

The following persons were directors of the company during the whole of the financial year and up to the date of this report:

Joanna Weidenmiller  
Patrick G. Riley  
Rusty Rueff  
Jon Soberg

#### Principal activities

During the year the principal continuing activities of the group consisted of the development of a cloud-based recruitment software platform aimed at improving efficiency in the job recruitment process.

#### Review of operations

The operating results and state of affairs of the company are fully set out in the attached financial statements and do not in our opinion require any further comment.

The net loss of the company was \$ 1,418,982 (2012:1,280,905 loss)

#### Events since the end of the financial year

Since 31 December 2013, the company entered into an option agreement with InterMet Resources Limited (ITT) on 7 April 2014.

Under the agreement, ITT paid a fee of \$50,000 to the Company to receive an exclusive option to acquire all of the shares in the company.


Under the option agreement, ITT was entitled to undertake due diligence on the Company. Following its due diligence, ITT announced the exercise of the option on 22 May 2014.

Upon exercising the option, a loan agreement between ITT and the Company became effective and subsequently, approximately \$731,000 has been loaned to the Company up to the date of this report. The proposed acquisition will be conducted by way of a merger, whereby the Company will become a wholly owned subsidiary of ITT.

#### Proceedings on behalf of the company

No person has applied to the Court under to bring proceedings on behalf of the company, or to intervene in any proceedings to which the company is a party, for the purpose of taking responsibility on behalf of the company for all or part of those proceedings.

This report is made in accordance with a resolution of directors.

  
Joanna Weidenmiller  
Director  
San Francisco  
28 August 2014

The One Page Company Inc.

**Income Statement**

For the Year Ended 31 December 2012 and 31 December 2013

	2013 USD	2012 USD
<b>Income</b>		
Revenue - Rendering of Services	72,425	-
Other Income	-	17,341
Interest Income	957	-
	<b>73,382</b>	<b>17,341</b>
<b>Expenses</b>		
Salary and Wages	1,104,233	792,707
Marketing expenses	55,324	4,437
Occupancy expenses	62,317	44,799
Travel expenses	26,227	15,663
Finance costs	29,131	8,399
Legal and professional expenses	178,498	131,736
Subscriptions and licenses expenses	19,158	15,941
Bad debt expense	12,000	-
Write-off of assets on merger	-	282,020
Other expenses	5,477	2,544
<b>Net loss before tax</b>	<b>(1,418,982)</b>	<b>(1,280,905)</b>
Income tax expense	-	-
<b>Net loss after tax</b>	<b>(1,418,982)</b>	<b>(1,280,905)</b>

The accompanying notes form part of these financial statements.

The One Page Company Inc.

**Balance Sheet**

31 December 2012 and 31 December 2013

	Note	2013 USD	2012 USD
<b>ASSETS</b>			
<b>CURRENT ASSETS</b>			
Cash and cash equivalents	2	62,745	475,060
Trade and other receivables	3	21,300	17,343
<b>TOTAL CURRENT ASSETS</b>		<b>84,045</b>	<b>492,403</b>
<b>TOTAL ASSETS</b>		<b>84,045</b>	<b>492,403</b>
<b>LIABILITIES</b>			
<b>CURRENT LIABILITIES</b>			
Trade and other payables	4	256,411	31,080
Borrowings	5	983,009	290,378
Deferred revenue	6	15,000	-
Other financial liabilities	7	77,662	-
<b>TOTAL CURRENT LIABILITIES</b>		<b>1,332,082</b>	<b>321,458</b>
<b>TOTAL LIABILITIES</b>		<b>1,332,082</b>	<b>321,458</b>
<b>NET (LIABILITIES) / ASSETS</b>		<b>(1,248,037)</b>	<b>170,945</b>
<b>EQUITY</b>			
Issued capital	8	1,451,850	1,451,850
Retained earnings		(2,699,887)	(1,280,905)
<b>TOTAL (DEFICIT) / EQUITY</b>		<b>(1,248,037)</b>	<b>170,945</b>

The accompanying notes form part of these financial statements.

The One Page Company Inc.

**Statement of Changes in Equity**

	Issued capital USD	Accumulated Losses USD	Total USD
As at 1 January 2012	-	-	-
Loss for the period	-	(1,280,905)	(1,280,905)
Other comprehensive income	-	-	-
<b>Total comprehensive income</b>	-	(1,280,905)	(1,280,905)
<b>Transactions by owners recorded directly in equity:</b>			
Shares issued	1,451,850	-	1,451,850
<b>At 31 December 2012</b>	<b>1,451,850</b>	<b>(1,280,905)</b>	<b>170,945</b>
As at 1 January 2013	1,451,850	(1,280,905)	170,945
Loss for the period	-	(1,418,982)	(1,450,062)
Other comprehensive income	-	-	-
<b>Total comprehensive income</b>	-	(1,418,982)	(1,450,062)
<b>Transactions by owners recorded directly in equity:</b>			
Shares issued	-	-	-
<b>At 31 December 2013</b>	<b>1,451,850</b>	<b>(2,699,887)</b>	<b>(1,248,037)</b>

## The One Page Company Inc.

### Notes to the Financial Statements

For the Year Ended 31 December 2012 and 31 December 2013

#### 1 Basis of Preparation

The directors have prepared the financial statements on the basis that the for-profit Company is a non-reporting entity because there are no users dependent on general purpose financial reports. This financial report is therefore a special purpose financial report that has been prepared in order to meet the needs of the business.

The financial statements have been prepared in accordance with the significant accounting policies disclosed below which the directors have determined are appropriate to meet the purposes of preparation.

The financial statements have been prepared on an accruals basis and are based on historical costs unless otherwise stated in the notes.

#### *Compliance with IFRS*

Australian Accounting Standards include Australian equivalent International Financial Reporting Standards (AIFRS). Compliance with AIFRS ensures that the financial information complies with International Financial Reporting Standards (IFRS).

#### *Going Concern*

The financial statements of the Company have been prepared on a going concern basis, which contemplates the continuity of business activities and the realisation of assets and settlement of liabilities in the normal course of business.

During the year ended 31 December 2013, the Company generated revenue of \$72,425 (2012: Nil), incurred a loss after tax of \$1,450,062 (2012: \$1,280,905 loss) as is typically expected during the development phase of a business. As at 31 December 2013 the Company had available cash of \$62,745 (2012: \$475,060), a working capital deficiency of \$1,248,037 (2012: \$170,945 surplus), and a net liabilities position of \$1,248,037 (2012: \$170,945 net assets position).

The Company has been able to continue to meet working capital requirements during the year and subsequent to year end principally as a result of a previous capital raising, the issue of convertible debt instruments, the ongoing financial support obtained from InterMet Resources Limited (ITT) and the shareholders through short term loan funding.

The Company entered into an option agreement with ITT on 7 April 2014. Under the agreement, ITT paid a fee of \$50,000 to the Company to receive an exclusive option to acquire all of the shares in the company.

Under the option agreement, ITT was entitled to undertake due diligence on the Company. Following its due diligence, ITT announced the exercise of the option on 22 May 2014. Upon exercising the option, a loan agreement between ITT and the Company became effective and subsequently, approximately \$731,000 has been loaned to the Company up to the date of this report.

The proposed acquisition will be conducted by way of a merger, whereby the Company will become a wholly owned subsidiary of ITT.

Upon completion of the acquisition, ITT's primary focus will be to develop the business of the Company in line with its business model. ITT expects to issue a prospectus to offer 42,500,000 shares, raising \$8,500,000 to fund the operations of the Company

The Directors are satisfied that on completion of the proposed acquisition, the Company will have sufficient working capital to carry out its stated objectives.

The continuing viability of the Company and its ability to continue as a going concern and to meet its commitments as and when they fall due is dependent upon the Company being successful in raising additional capital through the proposed acquisition by ITT.

## Notes to the Financial Statements

For the Year Ended 31 December 2012 and 31 December 2013

### 1 Basis of Preparation (continued)

As a result of these matters, there is a material uncertainty related to events or conditions that may cast significant doubt on whether the Company will continue as a going concern and, therefore, whether it will realise its assets and settle its liabilities and commitments in the normal course of the business and at the amounts stated in the financial report.

The Directors believe that the Company will be successful in raising additional capital through the proposed acquisition by ITT and accordingly have prepared the financial statements on a going concern basis. At this time, the Directors are of the opinion that no asset is likely to be realised for an amount less than the amount at which it is recorded in the financial report at 31 December 2013.

Accordingly no adjustments have been made to the financial report relating to the recoverability and classification of the asset carrying amounts or the amounts and classification of liabilities that might be necessary should the Company not continue as a going concern.

### 2 Summary of Significant Accounting Policies

Accounting policies are selected and applied in a manner which ensures that the resulting Financial Information satisfies the concepts of relevance and reliability, and the the substance of underlying transactions and other events is reported. The following significant accounting policies have been adopted in the preparation and presentation of the Financial Information:

#### a) Revenue recognition

##### *Sale of goods and disposal of assets*

Revenue from the sale of goods and disposal of other assets is recognised when the Company has passed control of the goods or other assets to the buyer, the fee is fixed or determinable and collectability is probable.

Software licence fee revenue is recognised at the point of "go live" when all users can use the system on a fully functional basis.

##### *Rendering of services*

Revenue from a contract to provide services is recognised by reference to the stage of completion of the contract or on a time and materials basis depending upon the nature of the contract.

Support and maintenance revenue is recognised on a straight-line basis over the period of contract.

In multiple element arrangements where goods and services are sold as a bundled product, the fair value of the services component is recognised as revenue over the period during which the service is performed.

##### *Interest income*

Interest income is recognised using the effective interest method. When a receivable is impaired, the company reduces the carrying amount to its recoverable amount, being the estimated future cash flow discounted at the original effective interest rate of the instrument, and continues unwinding the discount as interest income. Interest income on impaired loans is recognised using the original effective interest rate.

#### b) Leases

Leases in which a significant portion of the risks and rewards of ownership are not transferred to the group as lessee are classified as operating leases (note 18). Payments made under operating leases (net of any incentives received from the lessor) are charged to profit or loss on a straight-line basis over the period of the lease

#### c) Cash and cash equivalents

Cash and cash equivalents comprises cash on hand, demand deposits and short-term investments which are readily convertible to known amounts of cash and which are subject to an insignificant risk of change in value.

## Notes to the Financial Statements

For the Year Ended 31 December 2012 and 31 December 2013

### 2 Summary of Significant Accounting Policies – (continued)

#### d) Trade Receivables

Trade receivables, which generally have 30-90 day terms, are recognised and carried at original invoice amount less an allowance for any uncollectible amounts.

An estimate for doubtful debts is made when collection of the full amount is no longer probable. Bad debts are written off when identified.

#### e) Intangible assets

##### *Research and development costs*

Research expenditure is recognised as an expense when incurred. An internally-generated intangible asset arising from development is recognised if, and only if, all of the following have been demonstrated:

- the technical feasibility of completing the intangible asset so that it will be available for use or sale;
- the intention to complete the intangible asset and use or sell it;
- the ability to use or sell the intangible asset;
- how the intangible asset will generate probable future economic benefits;
- the availability of adequate technical, financial and other resources to complete the development and to use or sell the intangible asset; and
- the ability to measure reliably the expenditure attributable to the intangible asset during its development.

Development costs in respect of enhancements on existing suites of software applications are capitalised and written off over a 3 year period. Development costs on technically and commercially feasible new products are capitalised and written off on a straight line basis over a period of 3 years commencing at the time of commercial release of the new product.

Development costs include cost directly attributable to the development activities.

At each balance date, a review of the carrying value of the capitalised development costs being carried forward is undertaken to ensure the carrying value is recoverable from future revenue generated by the sale of the software.

#### f) Deferred revenue

Revenue earned from maintenance and support services provided on sales of certain products by the consolidated entity are deferred and then recognised in profit or loss over the contract period as the services are performed, normally 12 months.

#### g) Trade payables

These amounts represent liabilities for goods and services provided to the group prior to the end of financial year which are unpaid. The amounts are unsecured and are usually paid within 30 days of recognition. Trade and other payables are presented as current liabilities unless payment is not due within 12 months after the reporting period. They are recognised initially at their fair value and subsequently measured at amortised cost using the effective interest method.

## Notes to the Financial Statements

For the Year Ended 31 December 2012 and 31 December 2013

### 2 Summary of Significant Accounting Policies (continued)

#### h) Financial Instruments

##### *Short-term obligations*

Provision is made for the Company's liability for employee benefits arising from services rendered by employees to the end of the reporting period. Employee benefits that are expected to be settled within one year have been measured at the amounts expected to be paid when the liability is settled.

##### *Long-term employee benefit obligations*

Employee benefits expected to be settled more than twelve months after the end of the reporting period have been measured at the present value of the estimated future cash outflows to be made for those benefits. In determining the liability, consideration is given to employee wage increases and the probability that the employee may satisfy vesting requirements. Cash flows are discounted using market yields on national government bonds with terms to maturity that match the expected timing of cash flows. Changes in the measurement of the liability are recognised in profit or loss.

##### *Share-based payments*

Share-based compensation benefits are provided to employees.

The fair value of options granted under the plan is recognised as an employee benefits expense with a corresponding increase in equity. The total amount to be expensed is determined by reference to the fair value of the options granted.

The total expense is recognised over the vesting period, which is the period over which all of the specified vesting conditions are to be satisfied. At the end of each period, the entity revises its estimates of the number of options that are expected to vest based on the vesting conditions. It recognises the impact of the revision to original estimates, if any, in profit or loss, with a corresponding adjustment to equity.

#### i) Contributed equity

Ordinary shares are classified as equity. Incremental costs directly attributable to the issue of new shares or options are shown in equity as a deduction, net of tax, from the proceeds.

#### j) Financial liabilities

Financial liabilities within the scope of AASB 139 are classified as financial liabilities at fair value through profit or loss, loans and borrowings, or as derivatives designated, as appropriate. The Company determines the classification of its financial liabilities at initial recognition.

All financial liabilities are recognised initially at fair value and in the case of loans and borrowings, plus directly attributable transaction costs. The Company's financial liabilities include trade and other payables, loans and borrowings and derivative financial instruments.

##### Derivative Financial Instruments

Derivatives are fair valued using appropriate valuation techniques. Such techniques may include using recent arm's length market transactions; reference to the current fair value of another instrument that is substantially the same; a discounted cash flow analysis or other valuation techniques.



The One Page Company Inc.

**Notes to the Financial Statements**

For the Year Ended 31 December 2012 and 31 December 2013

**3 Cash and cash equivalents**

	2013	2012
	\$	\$
Cash at bank and in hand	62,745	475,060
	<u>62,745</u>	<u>475,060</u>

**4 Trade and other receivables**

Trade receivables	13,000	-
Other receivables	17,343	17,343
Interest receivable	957	-
<b>Total current trade and other receivables</b>	<u>21,300</u>	<u>17,343</u>

**5 Trade and other payables**

Trade payables	256,411	31,080
	<u>256,411</u>	<u>31,080</u>

The amounts are unsecured and are usually paid within 30 days of recognition. They are initially recognised at fair value and subsequently measured at amortised cost.

Interest payable is interest accrued on outstanding principal of the convertible notes.

**6 Borrowings**

Convertible Notes	945,479	281,979
Interest payable on notes	37,530	8,399
	<u>983,009</u>	<u>290,378</u>

Upon maturity, note holders have the option of converting the debt to equity or being repaid in cash. All note holders have agreed to convert all notes into equity upon completion of the proposed acquisition by InterMet Resources Limited.

**7 Deferred Revenue**

Deferred Revenue	15,000	-
	<u>15,000</u>	<u>-</u>

The deferred revenue refers to an amount received in advance for sales.

The One Page Company Inc.

**Notes to the Financial Statements**

For the Year Ended 31 December 2012 and 31 December 2013

	2013	2012
	\$	\$
<b>8 Other Financial Liabilities</b>		
Short term loan	77,662	-
	77,662	-

The short term loan refers to a loan given by the co-founders, Patrick Riley and Joanna Weidenmiller. These loans will either be converted to shares or paid in cash upon completion of the acquisition by InterMet Resources Limited.

**9 Issued Capital**

*Shares issued and fully paid*

Equity 1,451,850 1,451,850

**Number of  
shares**

*Common stock*

As at 1 January 2012 2,750,000

As at 31 December 2012 2,750,000

As at 31 December 2013 2,750,000

*Preferred Stock – Series A*

As at 1 January 2012 -

Issued during period 1,516,176

As at 31 December 2012 1,516,176

As at 31 December 2013 1,516,176

*Terms and conditions:*

The total number of shares of capital stock that the Company is authorised to issue is seven million (7,000,000) shares, consisting of five million two hundred and fifty thousand (5,250,000) shares of Common Stock, par value \$0.0001 per share and 1 million seven hundred and fifty thousand (1,750,000) shares of Preferred Stock, par value \$0.0001 per share.

Holders of common stock are entitled to receive dividends as declared from time to time and are entitled to one vote per share at shareholders' meetings.

Holders of Preferred Stock are entitled to receive dividends.

**The One Page Company Inc.**

**Directors' Declaration**

As stated in note 1(a) to the financial statements, in the directors' opinion, the company is not a reporting entity because there are no users dependent on general purpose financial reports. This is a special purpose financial report that has been prepared to meet the requirements of the shareholders.

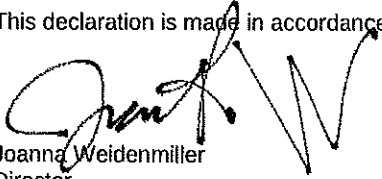
The financial report has been prepared in accordance with Accounting Standards and mandatory professional reporting requirements to the extent described in note 1.

In the directors' opinion:

the financial statements and notes set out on pages 2 to 10 are:

- (i) complying with Accounting Standards and other mandatory professional reporting requirements as detailed above and
- (ii) giving a true and fair view of the entity's financial position as at 31 December 2013 and of its performance for the financial year ended on that date, and
- (b) there are reasonable grounds to believe that the company will be able to pay its debts as and when they become due and payable, and .

This declaration is made in accordance with a resolution of the directors.



Joanna Weidenmiller  
Director  
San Francisco  
28 August 2014



## **Independent auditor's report to the members of The One Page Company Inc**

### ***Report on the financial report***

We have audited the accompanying financial report, being a special purpose financial report, of The One Page Company Inc (the company), which comprises the balance sheet as at 31 December 2013, the statement of comprehensive income and statement of changes in equity for the year ended on that date, a summary of significant accounting policies, other explanatory notes and the directors' declaration.

### ***Directors of the company responsibility for the financial report***

The directors of the company are responsible for the preparation of the financial report and have determined that the basis of preparation described in Note 1 to the financial statements, which forms part of the financial report, is appropriate to meet the needs of the members.

The directors of the company responsibility also includes such internal control as the directors of the company determine is necessary to enable the preparation of a financial report that is free from material misstatement, whether due to fraud or error.

### ***Auditor's responsibility***

Our responsibility is to express an opinion on the financial report based on our audit. We conducted our audit in accordance with Australian Auditing Standards. Those standards require that we comply with relevant ethical requirements relating to audit engagements and plan and perform the audit to obtain reasonable assurance whether the financial report is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial report. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial report, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial report in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by the directors of the company, as well as evaluating the overall presentation of the financial report.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### ***Auditor's opinion***

In our opinion, the financial report presents fairly, in all material respects, the financial position of the company as at 31 December 2013 and its financial performance for the year then ended in accordance with the accounting policies described in Note 1 to the financial statements.

---

**PricewaterhouseCoopers, ABN 52 780 433 757**

Brookfield Place, 125 St Georges Terrace, PERTH WA 6000, GPO Box D198, PERTH WA 6840  
T: +61 8 9238 3000, F: +61 8 9238 3999, [www.pwc.com.au](http://www.pwc.com.au)

Liability limited by a scheme approved under Professional Standards Legislation.



## **Independent auditor's report to the members of The One Page Company Inc (cont'd)**

### ***Material Uncertainty Regarding Continuation as a Going Concern***

Without qualifying our opinion, we draw attention to the basis of preparation in Note 1 in the financial report, which indicates the ability of the company to execute its existing plans and continue as a going concern and meet its debts and commitments as they fall due is dependent upon an acquisition and capital raising. These conditions, along with other matters set forth in Note 1, indicate the existence of a material uncertainty related to an event or condition that may cast significant doubt about the company's ability to continue as a going concern and therefore, the company may be unable to realise its assets and discharge its liabilities in the normal course of business and at the amounts stated in the financial report.

### ***Basis of accounting and restriction on distribution and use***

Without modifying our opinion, we draw attention to Note 1 to the financial report, which describes the basis of accounting. The financial report has been prepared by the directors for the members of the company. As a result, the financial report may not be suitable for another purpose. Our report is intended solely for the members of The One Page Company Inc.

*PricewaterhouseCoopers*

PricewaterhouseCoopers

A handwritten signature in black ink, appearing to read 'W P R Meston', written over a horizontal line.

William P R Meston  
Partner

Perth  
28 August 2014

**InterMet Resources Limited  
(to be re-named "1-Page Limited")  
ACN 112 291 960**

**Performance Rights Plan**

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**InterMet Resources Limited  
(to be re-named "1-Page Limited")  
ACN 112 291 960**

**RULES OF THE PERFORMANCE RIGHTS PLAN**

---

**1. Interpretation and Construction**

**1.1 Definitions**

In the Plan, the following expressions have the meanings given to them:

**Acceptance Period** is defined in Rule 5.3.

**Applicant** has the meaning given in Rule 5.1.

**Application** has the meaning given in Rule 5.2.

**ASIC** means the Australian Securities and Investments Commission.

**ASIC Relief** means the relief from the disclosure and licensing provisions of the Corporations Act contemplated by ASIC Regulatory Guide 49 as modified from time to time and any additional relief granted by ASIC pursuant to an application made by the Company. To avoid doubt, the ASIC Relief includes the relief set out in ASIC Class Order 03/184 and any future ASIC Class Order relating to ASIC Regulatory Guide 49, including the ASIC Class Order contemplated by ASIC Consultation Paper 218.

**ASX** means ASX Limited ABN 98 008 624 691, and where the context requires, the Australian Securities Exchange operated by ASX Limited.

**ASX Listing Rules** means the Official Listing Rules of ASX.

**Board** means the board of Directors of the Company.

**Company** means InterMet Resources Limited ACN 112 291 960 (to be re-named "1-Page Limited").

**Control** has the meaning given in section 50AA of the Corporations Act.

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

**Director** means a director of the Company.

**Eligible Person** means a person who is a full or part-time employee of a Group Company, or such other person as the Board determines.

**Expiry Date** in relation to a Performance Right, means the date specified in an Invitation in respect of that Performance Right as being the final date that the Performance Right can be converted to a Share.

**Group Companies** means the Company and its Related Bodies Corporate.

**Invitation** means an invitation made to an Eligible Person in accordance with Rule 4.2.

**Participant** means an Eligible Person to whom a Performance Right has been granted.

**Performance Right** means a right granted under the Plan to a Share subject to the satisfaction of performance condition(s).

**Plan** means the Performance Rights Plan established in accordance with these Rules.

**Related Body Corporate** has the meaning given to that term in section 9 of the Corporations Act.

**Retirement** means the termination of a Participant's engagement with a Group Company by reason of:

- (a) reaching the normal retirement age of the Group Company as determined by the Directors from time to time;
- (b) participation in an early retirement plan or a voluntary redundancy plan of the Group Company;
- (c) the illness or incapacity of the Participant necessitating the permanent withdrawal of the Participant from the work force; or
- (d) circumstances which the Directors consider should be treated as a Retirement for the purposes of the Plan.

**Retrenchment** means the compulsory termination of the engagement of a Participant with a Group Company where the termination is expressed to be on the ground that:

- (a) the engagement of the Participant is not necessary and his or her position is not to be filled;
- (b) the work for which the Participant was engaged is finished; or
- (c) the quantity of work required by the Group Company to be undertaken has diminished and has rendered a reduction in the number of staff necessary.

**Rules** means these rules of the Plan, as supplemented and amended from time to time.

**Share** means a fully paid, ordinary share in the share capital of the Company.

**Terms of Issue** means the terms of issue upon which a Performance Right is granted by the Company.

**Vesting Date** in relation to a Performance Right, means the date that Performance Right vests in a Participant as specified in the Terms of Issue in respect of that Performance Right.

## 1.2 Construction

- (a) Where the context so admits, any reference in the Plan:
  - (i) to the singular includes the plural and vice versa; and
  - (ii) to the masculine includes the feminine.
- (b) Any reference in the Plan to an enactment, the ASX Listing Rules or any ASIC class order includes the enactment, the ASX Listing Rules or any ASIC class order as amended or re-enacted from time to time.
- (c) The headings to the Rules are for reference purposes only and are not to affect the meaning or construction of the Rules.
- (d) "Includes", "including", "for example" or similar expressions means that expression without limitation.
- (e) The expression "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust.

### 1.3 Governing Law

The Plan (including any Performance Right granted under it) is governed by, and is to be construed in accordance with, the laws of Western Australia.

---

## 2. ASX and Corporations Act Requirements

### 2.1 General

The Board must ensure that the Plan is at all times operated in accordance with the requirements of:

- (a) the ASX Listing Rules;
- (b) the Corporations Act; and
- (c) any other applicable law.

### 2.2 ASX Requirements

The offer and grant of Performance Rights, and the issue of the underlying Shares, under the Plan must comply with the ASX Listing Rules, including:

- (a) ASX Listing Rules Chapter 7 and the 15% placement capacity unless the Plan has been approved by shareholders under Listing Rule 7.2 Exception 9 and that shareholder approval has not expired;
- (b) ASX Listing Rule 10.11 and the issue of (or the agreement to issue) equity securities to a related party unless the Plan been approved by shareholders under Listing Rule 10.14 together with 10.15 or 10.15A; and
- (c) where ASX Listing Rule 7.2 Exception 9 and / or ASX Listing Rule 10.14 is being relied upon by the Company, the Plan and its operation must comply with the definition of "**Employee Incentive Scheme**" in Chapter 19 of the ASX Listing Rules, being a scheme for the issue or acquisition of equity securities in the entity to be held by, or for the benefit of, participating employees or non-executive directors of the entity or a related entity, or a scheme which in ASX's opinion is an employee incentive scheme.

### 2.3 Corporations Act Requirements

The Board must not invite an Eligible Person to participate under the Plan, nor offer or grant Performance Rights to an Eligible Person, unless:

- (a) the invitation or offer complies with Chapter 6D of the Corporations Act and the Company issues a disclosure document for the invitation or offer;
- (b) the invitation or offer does not need disclosure to the Eligible Person under Chapter 6D because of a disclosure document exemption in Section 708 of the Corporations Act, such as:
  - (1) an offer to a "senior manager" as defined in Section 9 of the Corporations Act and ASIC Class Order 04/899;
  - (2) an offer which complies with Section 708(8) (sophisticated investors); or
  - (3) an offer which complies with Section 708(1) to (7) (20 issues or less in 12 months with personal offers raising \$2 million or less); or

- (c) an exemption from Chapter 6D of the Corporations Act applies to the invitation or offer, and all conditions and requirements of that exemption are satisfied, such as the exemptions set out in the ASIC Relief.

## **2.4 Corporations Act Secondary Sale Requirements**

If the Company issues the underlying Shares relating to a Performance Right and a disclosure document was not used then, provided it is legally able to do so, the Company will issue a cleansing notice under Section 708A of the Corporations Act unless the Performance Right was granted in reliance on the exemptions in the ASIC Relief.

## **2.5 Corporations Act and Chapter 2E**

The offer and grant of Performance Rights, and the issue of the underlying Shares, under the Plan must comply with Chapter 2E of the Corporations Act regarding providing a financial benefit to a related party unless an exemption in Chapter 2E applies.

## **2.6 Corporations Act and Financial Product Advice**

The Company will not provide financial product advice, including investment advice or recommendations, in relation to the offer or grant of Performance Rights, nor the issue of the underlying Shares, unless the Performance Right was granted in reliance on the exemptions in the ASIC Relief, in which case an exemption applies and general advice may be provided in accordance with the requirements of ASIC Relief.

---

## **3. Purpose**

The purpose of the Plan is to:

- (a) attract employees, officers and other service providers of a high calibre;
- (b) reward an Eligible Person for its past performance;
- (c) provide long term incentives for participation in the Company's future growth;
- (d) motivate and generate loyalty from an Eligible Person;
- (e) assist to retain the services of a valuable Eligible Person; and
- (f) align the interests of an eligible person with those of the Company.

The Plan will be used as part of the remuneration planning for staff.

---

## **4. Eligibility and Invitations**

### **4.1 Board to determine Eligible Person to participate in Plan**

Subject to the Rules, the Board may from time to time determine that an Eligible Person may participate in the Plan and the extent of that participation.

In determining the eligibility of an Eligible Person, the Board must have regard to:

- (a) the seniority of the Eligible Person and the position the Eligible Person occupies with the Group Company;
- (b) the length of service of the Eligible Person with the Group Company;
- (c) the performance of the Eligible Person with the Group Company;

- (d) the potential contribution of the Eligible Person to the growth and profitability of the Group Company;
- (e) the extent (if any) of the existing participation of the Eligible Person (directly or indirectly) in the Plan; and
- (f) any other matters which the Board considers relevant.

## 4.2 Invitations

If the Board determines that an Eligible Person may participate in the Plan, then the Board may issue invitations (in such form as the Board decides from time to time) (**Invitation**) to an Eligible Person, or any one or more of them, inviting applications for a grant of Performance Rights for up to the number of Performance Rights specified in the Invitation.

The Invitation will, amongst other things, set out:

- (a) the number of Performance Rights;
- (b) any performance condition/s;
- (c) the Vesting Date;
- (d) the Expiry Date;
- (e) the Exercise Price (if any);
- (f) the Acceptance Period.

Each of the matters set out in Rules 4.2(a) to (f) inclusive shall be determined by the Board in its absolute discretion.

## 4.3 Maximum total number of underlying Shares which can be offered under Plan

The total number of underlying Shares to be received on the vesting of the Performance Rights the subject of the offer, when aggregated with:

- (a) the number of Shares which would be issued were each outstanding offer with respect to Shares, units of Shares and options to acquire unissued Shares, under the Plan or any other employee share scheme extended only to Eligible Persons to be accepted or exercised; and
- (b) the number of Shares issued, during the previous 5 years pursuant to the Plan or any other employee share scheme extended only to Eligible Persons,

but disregarding an offer made, or option acquired or share issued by way of or as a result of:

- (c) an offer to a person situated at the time of receipt of the offer outside Australia; or
- (d) an offer that did not need disclosure to investors because of Section 708 of the Corporations Act; or
- (e) an offer that did not require the giving of a Product Disclosure Statement because of Section 1012D of the Corporations Act; or
- (f) an offer made under a disclosure document or Product Disclosure Statement,

must not exceed **5%** of the total number of issued Shares at the time of the offer.

**Plan Note 1:** The above maximum is the maximum prescribed by the ASIC Relief.

**Plan Note 2:** For the avoidance of doubt, under the ASIC Relief, an offer which does not require a disclosure document under Chapter 6D of the Corporations Act, such as:

- (a) an offer to a "senior manager" as defined in Section 9 of the Corporations Act and ASIC Class Order 04/899;
- (b) an offer which complies with Section 708(8) (sophisticated investors); or
- (c) an offer which complies with Section 708(1) to (7) (20 issues or less in 12 months with personal offers),

are not required to be included in the calculation of the maximum number of Share permitted by the exemptions set out in the ASIC Relief.

**Plan Note 3:** Where the offer and grant of Performance Rights, and the issue of the underlying Shares, is made under the Plan in reliance on the exemptions set out in the ASIC Relief, then an offer under the Plan and any secondary trading (on-sale) of Shares issued on vesting of Performance Rights does not require a disclosure document under Chapter 6D of the Corporations Act.

---

## 5. Applications

### 5.1 Application

Following receipt of an Invitation by an Eligible Person, application for the Performance Rights may be made by the Eligible Person (**Applicant**).

### 5.2 Number of Performance Rights applied for

The Applicant may apply for the number of Performance Rights specified in an Invitation or part thereof by sending to the Company (marked for the attention of the Company Secretary) a duly signed and completed application (in the form attached to the Invitation) (**Application**).

### 5.3 Acceptance Period

The Application must be received by the Company within the acceptance period specified in the Invitation, which cannot be less than 7 days after the date of the Invitation (**Acceptance Period**).

### 5.4 Provision of additional information

The Board may require the Applicant to provide any information that the Board may specify concerning the Applicant, and the Applicant's entitlement to lodge an Application. The Board may reject an Application if the Applicant fails to provide information requested by the Board.

---

## 6. Grant of Performance Rights

### 6.1 General

Upon acceptance of a duly signed and completed Application in accordance with the Rules, the Company may grant the Performance Rights applied for to the Applicant.

Notwithstanding the lodgement of a completed Application, no entitlement to Performance Rights, or, if applicable, Shares to which those Performance Rights relate, accrues to an Applicant until the date on which those Performance Rights are granted to the Applicant by the Company.

### 6.2 Terms of Issue of Performance Rights

When Performance Rights are granted, the Performance Rights will be granted on:

(a) written Terms of Issue approved by the Board, which will be based on the Terms of Issue set out in **Annexure 1** with such modifications as are required by the Board in its absolute discretion; together with

(b) the terms and conditions set out in these Rules.

If there is any inconsistency between the written Terms of Issue approved by the Board and the terms and conditions set out in these Rules, then the written Terms of Issue approved by the Board at the time of grant will prevail to the extent of that inconsistency.

### **6.3 Waiver of Performance Rights**

A Participant may give up Performance Rights in whole or in part by deed.

---

## **7. Lapse of Performance Rights**

### **7.1 Lapse**

Subject to Rule 7.2, Performance Rights lapse on the Expiry Date.

### **7.2 Lapse upon ceasing to be engaged**

(a) Subject only to Rule 7.2(b) below, if prior to the occurrence of the Vesting Date in relation to Performance Rights held by a Participant the Participant ceases to be engaged by the Group Company, all such Performance Rights held by that Participant will lapse immediately or after such longer period as determined by the Board in its absolute discretion.

(b) If a Participant ceases to be engaged by the Group Company by reason of any of the following events, the Performance Rights held by that Participant will lapse at the expiration of 6 months, or such longer period as determined by the Board at its absolute discretion, after the relevant event:

- (i) the Retirement or Retrenchment of the Participant, or if the Participant is not a natural person, the Retirement or Retrenchment of the natural person by virtue of whom an Eligible Person holds Performance Rights;
- (ii) the bankruptcy or commencement of winding up or deregistration procedures in respect of the Participant; or
- (iii) the death of the Participant, or if the Participant is not a natural person, the death of the natural person by virtue of whom an Eligible Person holds Performance Rights.

---

## **8. Restriction on Transfer or Assignment**

### **8.1 General**

Subject to Rule 8.2 below, Performance Rights granted under the Plan may not be transferred or assigned.

### **8.2 Board consent**

The Company, by the Board, may consent to the transfer or assignment of Performance Rights, upon such terms and conditions as the Company decides in its absolute discretion.

---

## **9. Takeover Bids etc**

Notwithstanding anything to the contrary set out in any Invitation, if:

- (a) a takeover bid (as defined in the Corporations Act) to acquire Shares becomes, or is declared to be, unconditional, irrespective of whether or not the takeover bid extends to Shares issued and allotted after the date of the takeover bid;
- (b) a change of Control of the Company occurs; or
- (c) a merger by scheme of arrangement under the Corporations Act is approved by the court under section 411(4)(b) of the Corporations Act,

the Board may, in its absolute discretion, resolve that all Performance Rights granted under the Plan immediately vest in a Participant (to the extent they have not already vested and have not lapsed) and are converted into Shares.

---

## **10. Reorganisation of Capital and New Issues of Shares**

### **10.1 Reorganisation**

In the event of any reorganisation (including consolidation, subdivision, reduction, return or cancellation) of the issued capital of the Company, the number of Performance Rights to which each Participant is entitled, or any amount payable on vesting of the Performance Rights, or both as appropriate, will be adjusted in the manner provided for in the Listing Rules.

### **10.2 Bonus issues**

If securities are issued by the Company pro rata to members generally by way of a bonus issue (other than an issue in lieu of dividends or by way of a dividend reinvestment), a Participant is entitled, upon vesting of a Performance Right, to receive, in addition to the Shares underlying the Performance Right and without the payment of any further consideration, the number of securities which the Participant would have received if the Performance Right had vested before the record date for the bonus issue.

### **10.3 Rights issues**

Subject to the Board determining otherwise, a Participant does not have the right to participate in a pro rata issue of securities made by the Company or sell renounceable rights save that, if the Performance Rights have vested then the Participant may participate along with other members.

### **10.4 Notification of adjustments**

The Board must notify each Participant of any adjustment to its Performance Rights as soon as practicable after the adjustment.

### **10.5 No Right to Participate in New issues**

Subject to rules 10.1, 10.2 and 10.3, during the currency of any Performance Rights and prior to their vesting, Participants are not entitled to participate in any new issue of securities of the Company as a result of their holding Performance Rights.

---

## **11. General**

### **11.1 Administration**

- (a) Subject as otherwise provided in the Rules, the Board shall administer the Plan.
- (b) The Board's decision on the construction of the Rules and on any disputes arising under the Plan is final and binding on all Participants.



## **11.2 Notices and circulars to shareholders**

The Company is not obliged to give a Participant copies of any notices, circulars and other documents sent by the Company to its shareholders until that Participant becomes a shareholder by the vesting of any or all of that Participant's Performance Rights, or on the automatic conversion of any Performance Rights when converted.

## **11.3 Non-Australian residents**

When a Performance Right is granted under the Plan to a person who is not a resident of Australia the provisions of the Plan apply subject to such alterations or additions as the Board determines having regard to any applicable or relevant laws, matters of convenience and desirability and similar factors which may have application to the Participant or to any Group Company in relation to the Performance Right.

## **11.4 Tax**

- (a) The Company will provide to each Participant all reports required to be delivered by the Company under applicable legislation which outline the tax treatment arising from the grant of Performance Rights to that Participant.
- (b) In no circumstances will any Group Company be liable for any tax liability of a Participant or Eligible Person in connection with the grant, issue, vesting, exercise or waiver of any Performance Rights, or any issue or disposal of any Shares issued on vesting of any Performance Rights.

## **11.5 Costs and Expenses**

The Company will pay the cost of the preparation and operation of the Plan. It may, however, require Group Companies to share the cost on such a basis as the Board considers fair.

---

## **12. Amendment and Termination of Plan**

### **12.1 Power of Amendment – General**

Subject to the limitations in Rule 12.2, the Board may from time to time amend, vary or supplement the Plan in any respect, but, for so long as the Company remains on the official list of ASX, such amendment, variation or supplement has no effect unless it complies with the ASX Listing Rules.

### **12.2 Power of amendment - limitations**

No amendment may be made by the Board to the provisions of the Plan which reduces the rights of Participants, other than an amendment introduced primarily:

- (a) for the purpose of complying with, or conforming to, present or future State or Commonwealth legislation governing or regulating the maintenance or operation of the Plan or like plans;
- (b) to correct any manifest error or mistake; or
- (c) to take into consideration possible adverse tax implications in respect of the Plan arising from, amongst others, adverse rulings from the Commissioner of Taxation, changes to tax legislation (including an official announcement by the Commonwealth of Australia) and/or changes in the interpretation of tax legislation by a Court of competent jurisdiction.

### **12.3 Notification of amendments**

The Board must give written notice to all Participants of any amendment which affects their rights.

### **12.4 Termination**

The Board may at any time terminate the Plan and in which case no further Performance Rights will be granted. In all other respects the provisions of the Plan shall remain in force.

---

## **13. Notices**

### **13.1 To Employees and Participants**

- (a) The Board or the Company may give notice to the person entitled to notice either personally or through the internal post or by sending it by post to the address supplied by him for that purpose.
- (b) Where a notice or document is sent by post to an address located in Australia, it shall be deemed to have been received on the third business day after it was put into the post. Where a notice or document is sent by post to an address located outside Australia, it shall be deemed to have been received on the seventh business day after it was put into the post.
- (c) All notices and documents sent by post will be sent at the risk of the addressee.

### **13.2 To the Company**

An Employee or a Participant may give notice to the Company or the Board by delivering or sending it to the Company at its registered office, marked for the attention of the Company Secretary. The Board may make other arrangements for the receipt of notices.

## Annexure 1

### Standard Terms of Issue for Performance Rights

(Rule 6.2)

The terms of issue of the Performance Rights are as follows:

- (a) Each Performance Right entitles the holder of the Performance Right (**Holder**) to be issued one fully paid ordinary share in the Company (**Share**), with a nil share issue price, on these terms of issue including the performance condition(s) set out below.
- (b) The Performance Rights will be granted for nil issue price.
- (c) An applicant for Performance Rights may apply for the number of Performance Rights specified in an invitation sent by the Company to the Applicant, by sending to the Company (marked for the attention of the Company Secretary) a duly signed and completed application (in the form attached to or accompanying the invitation).
- (d) If the Board determines, in its sole discretion, that the performance conditions for a class of Performance Rights set out below have been satisfied prior to the relevant expiry date then that class of Performance Rights will vest and be converted into Shares on a one for one basis.

Class	Number	Performance condition	Expiry date
[insert]	[insert]	[insert]	[insert]

- (e) If a performance condition is not satisfied by the relevant expiry date, then the relevant class of Performance Rights will automatically lapse.
- (f) Subject to paragraph (g), Performance Rights convert to Shares on the date of vesting with no exercise price, or share issue price, being payable and the Company must issue the number of Shares, update the share register and issue and send to the Holder an updated holding statement within 5 business days after the date of vesting.
- (g) Notwithstanding any other provision of these terms and conditions or the Plan, conversion of Performance Rights into Shares will be subject to the Company obtaining all required (if any) shareholder and regulatory approvals for the purpose of issuing the Shares to the Holder. If conversion of all or part of the Performance Rights would result in any person being in contravention of section 606(1) of the *Corporations Act 2001* (Cth) (**Corporations Act**) then the conversion of each Performance Right that would cause the contravention will be deferred until such time or times that the conversion would not result in a contravention of section 606(1) of the *Corporations Act*. Holders must give notification to the Company in writing if they consider that the conversion of all or part of the Performance Rights may result in the contravention of section 606(1) of the *Corporations Act*, failing which the Company will be entitled to assume that the conversion of the Performance Rights will not result in any person being in contravention of section 606(1) of the *Corporations Act*.
- (h) The Performance Rights will not be quoted for trading on the ASX or any other stock exchange.
- (i) The Share issued upon vesting will rank equally in all respects with the Company's ordinary shares and the Company will apply to the ASX for official quotation of the shares after they are issued.
- (j) If the Holder elects to resign [as a director / officer / employee / other] of the Company, then all Performance Rights automatically lapse on the date of resignation, unless the Company determines otherwise in its absolute discretion.
- (k) If:
  - (i) a takeover bid (as defined in the *Corporations Act*) to acquire Shares becomes, or is declared to be, unconditional, irrespective of whether or not the takeover bid extends to Shares issued and allotted after the date of the takeover bid;

- (ii) a change of Control of the Company occurs; or
- (iii) a merger by scheme of arrangement under the Corporations Act is approved by the court under section 411(4)(b) of the Corporations Act,

the Board may, in its absolute discretion, resolve that the Performance Rights granted but not vested immediately vest (to the extent they have not already vested or lapsed).

- (l) If the Company is required under relevant tax legislation to make withholdings on account of tax upon:
  - (i) the grant of Performance Rights; or
  - (ii) the conversion of Performance Rights to Shares,

then the Board may, in its absolute discretion, sell a sufficient number of the Shares which would otherwise be issued upon vesting, so that the net proceeds of sale equal the payment which the Company is required to pay to the appropriate authorities. This arrangement does not apply if the Holder makes an alternative arrangement to the satisfaction of the Company.

- (m) The Performance Rights are not transferable without the consent of the Board.
- (n) The Holder is not entitled to assign any right, interest or benefit in the Performance Rights (or any part of them), or grant an interest over or in the Performance Rights.
- (o) The Performance Rights will not confer upon the Holder the right to dividends or to vote as a shareholder of the Company until the Performance Rights have vested and the Shares have been allocated to the Holder.
- (p) In the event of any reorganisation (including consolidation, subdivision, reduction, return or cancellation) of the issued capital of the Company, the number of Performance Rights to which the Holder is entitled, or any amount payable on vesting of the Performance Rights, or both as appropriate, will be adjusted in the manner provided for in the Listing Rules.
- (q) If securities are issued by the Company pro rata to members generally by way of a bonus issue (other than an issue in lieu of dividends or by way of a dividend reinvestment), the Holder is entitled, upon vesting of a Performance Right, to receive, in addition to the Shares underlying the Performance Right and without the payment of any further consideration, the number of securities which the Participant would have received if the Performance Right had vested before the record date for the bonus issue.
- (r) Subject to the Board determining otherwise, the Holder does not have the right to participate in a pro rata issue of securities made by the Company or sell renounceable rights save that, if the Performance Rights have vested then the Holder may participate along with other members.
- (s) If the Corporations Act, the Listing Rules or the Constitution conflicts with these terms and conditions, or these terms and conditions do not comply with the Corporations Act, the Listing Rules or the Constitution, the holders authorise the Company to do anything necessary to rectify such conflict or non-compliance, including but not limited to unilaterally amending these terms and conditions.
- (t) By applying for Performance Rights, the Holder acknowledges that any Shares issued pursuant to the vesting of Performance Rights may be subject to the on-sale restrictions set out in section 707(3) of the Corporations Act. In such circumstances, the Holder must not sell or transfer any of the Shares for 12 months from the date of issue.

# INTERMET RESOURCES LIMITED

## SHARE TRADING POLICY

### Overview

When directors and employees deal in securities of the Company they must be sure that it does not reflect badly on them or the Company. The following policy is designed to avoid the possibility that misconceptions, misunderstandings or suspicions might arise.

Until released to the public, information that is "material" to the price of securities that are traded and relevant to the Company's plans, information concerning the success or failure of the Company and other results may be confidential "inside" information under the provisions of the Corporations Act 2001 (Cth).

The Corporations Act requires that insiders do not trade in or recommend the Company's securities while such inside information remains undisclosed to the general public, and are allowed to trade in or to recommend the Company's securities only after the inside information has been publicly disclosed and a reasonable time for the information to be absorbed by the general public has elapsed.

Information is material if there is a substantial likelihood that, under all the circumstances, the information could reasonably be expected to have been of significance in the deliberations of a reasonable shareholder in deciding whether to purchase or sell securities in the Company.

Material information may be either inside information, that is, information affecting the Company's assets or earning power, or market information – ie. information affecting the market for the Company's securities.

The Corporations Act imposes severe penalties (both criminal and civil) on persons who conduct insider trading activities. Perhaps more importantly, any perceptions of improper conduct by directors and employees of the Company has the potential to substantially damage the Company's reputation.

In the final analysis, directors and employees must be guarded by a sense of fairness to all segments of the investing public.

### Directors to Notify ASX of Shareholding

Directors are required (under ASX Listing Rule 3.19A and section 205 of the Corporations Act) to notify the Australian Stock Exchange Limited of the acquisition or disposal of any Company securities.

### Restrictions on Dealing

The Company's policy regarding allowable dealings by directors and employees and their respective associates in the Company's securities is that those persons should:

- never engage in short term trading of the Company's securities;
- not deal in the Company's securities while in possession of price sensitive, non-public information;

- notify the Company Secretary of any material transactions involving the Company's securities;
- restrict their buying and selling of the Company's securities to a 30 day period immediately following the date of each annual and other general meeting and immediately following each date on which the Company gives to the ASX its annual, half yearly and quarterly reports (the "trading window").

Where a development of major importance is expected to reach the appropriate time for an announcement within the next few months, transactions by directors and employees will also be prohibited from dealing in Company securities.

These restrictions apply to all directors and employees and their respective associates, including spouse, dependent children, family trust trustee and family companies.

### **Permissible Transactions**

In addition to trading permitted inside the "trading window", transactions may also be appropriate under the following circumstances, provided that prior to making a purchase or sale a Director or employee contacts the Chairman or the Company Secretary to ensure no important developments are pending which need to be made public before an insider could properly participate in the market.

- Following a release of results, which includes adequate comment on new developments during the period. This timing of transactions might even be more appropriate where the report has been mailed to shareholders.
- Following the wide dissemination of information on the status of the Company and current results. For example, transactions may be appropriate after takeover documents or a prospectus which gives information in connection with a takeover or new financing.
- At those times when there is relative stability in the market for the Company's securities and the Company's operations. Under these circumstances, timing of transactions may be relatively less important. Of course such periods of relative stability will vary greatly from time to time and will depend on the circumstances applicable at the time.

### **Requirement to Notify an Intention to Deal in Company Securities**

Employees restricted from dealing in Company securities in the manner described in this policy are required to notify the Company Secretary of any intended dealings in Company securities (by themselves or their associates) three (3) days prior to such intended dealings. In the case of directors and the Company Secretary, the Chairman must be so notified.

The notice must be in writing and shall include the name of the security holder, the proposed date of the dealing, the type of transaction proposed (ie sale or purchase etc) and the number of securities involved.

Assuming the Company Secretary, or the Chairman (as appropriate), does not advise that the intended dealing is prohibited, following completion of the proposed dealing, the Director or employee so dealing must provide written confirmation to the Company Secretary that the dealing has occurred, and details of the price per security.

## **Confidentiality**

The prohibitions under the Corporations Act extend to communicating inside information to other persons. To this end, directors and employees must not, either directly or indirectly, give inside information, or allow such information, to be given to another person who they know, or should know, would be likely to do any of the prohibited dealings described in this policy.

## **Dealings with Analysts, Institutional Investors and Journalists**

Directors and employees may be exposed to persons outside the Company such as security analysts, institutional investors and journalists. It is important that directors and employees are aware that selective disclosure of non-public information may result in a breach of the insider trading rules. Accordingly, if a report containing material, non-public information concerning the Company was communicated only to local or trade journals and if full public disclosure of the information was not made at the same time, it is possible that this may give rise to a breach of the Corporations Act.

It is important to stress that it is the mere fact of conveyance of the material, non-public information that gives rise to liability, not the manner in which it is conveyed. For example, the confirmation of an analyst's educated guess about a situation not known to the general public may be just as much a violation as the direct conveyance of the information to an analyst.

A director or employee will convey information in breach of this policy and the Corporations Act by expressing subjective attitudes about the Company's performance or calling attention to disparate bits of information not available as an aggregate to the general public. It is essential to avoid the indirect conveyance of information by any means whatsoever.

If, during the course of a discussion with an analyst, journalist, investor or other outsider, material, non-public information concerning the Company is disclosed, inadvertently or otherwise, the recipient of the information should be informed of its non-public nature and cautioned against its use unless and until the Company has made full disclosure of that information. The Company Secretary should be notified of the situation immediately so that a decision can be made regarding the disclosure of the information.

## **Board's Discretion**

The Board of the Company have an absolute discretion to place an embargo on directors and employees and/or their respective associated parties trading in securities in the Company at any time.

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**Adopted by the Board on 3 May 2006**