

15 December 2015

Dear OneVue Shareholder,

Share Purchase Plan (SPP)

On behalf of the Board, I am pleased to offer eligible shareholders with the opportunity to participate in the OneVue Holdings Limited (ACN 108 221 870) (ASX:OVH) (**OneVue** or the **Company**) underwritten Share Purchase Plan (**SPP Offer**) by subscribing for up to a maximum value of A\$15,000 of fully paid ordinary shares in OneVue (**Shares**) at an issue price of A\$0.68 cents per Share to raise approximately A\$2.5 million, without paying brokerage or other transaction costs and without the need for the Company to issue a prospectus, subject to the terms and conditions detailed in this booklet (**Terms and Conditions**).

The SPP Offer is underwritten to \$2.5 million jointly by Bell Potter Securities Limited ACN 006 390 772 and Shaw and Partners Limited ACN 003 221 583.

The SPP Offer follows the Company's successful placement to new and existing professional and sophisticated investors on 9 December 2015 raising \$12.5 million through the issue of 18.38 million Shares (**Placement**). The issue price per Share for the Placement was A\$0.68 cents per share, being a 9.6% discount to the volume weighted average market price of Shares traded on the ASX over the ten trading days up to and including 7 December 2015, being the last day the Shares traded prior to completing the Placement. The joint lead managers for the Placement were Bell Potter Securities Limited ACN 006 390 772 and Shaw and Partners Limited ACN 003 221 583.

The SPP Offer is being made at the same price as the Placement.

The net funds raised from the Placement and SPP Offer will be used to:

- Support the working capital requirements associated with the expedited delivery of the Fund Services transitions pipeline, funding upfront transition costs incurred ahead of billings
- Further strengthen OneVue's balance sheet to underpin the requirements of custodian clients and global investment managers
- Provide balance sheet flexibility to execute on corporate opportunities as they arise, including participating in further potential acquisitions, and
- Repay approximately \$1.5million of the ANZ debt facility which was established to acquire Super Managers Australia Pty Ltd.

The right to participate in the offer under the SPP is optional and is available exclusively to shareholders of the Company who are registered as holders of Shares at 7pm (AEDT) on the Record Date of 8 December 2015 and whose registered address is in Australia and New Zealand (**Eligible Shareholders**). The Company has determined that it is not practical for holders of Shares with addresses on the register in other jurisdictions to participate in the SPP.

Under the SPP Offer, Eligible Shareholders may elect to receive a maximum of A\$15,000 worth of Shares. If applications for Shares under the SPP Offer exceed A\$2.5 million, OneVue may, in its absolute discretion, allocate less than the number of Shares you have applied for (**Scale Back**) and determine to apply the Scale Back to the extent and in the manner that it sees fit.

The SPP Offer will open on Tuesday, 15 December 2015 and will remain open for subscription until 5:00 pm (Sydney time) on Monday, 11 January 2016. As soon as practicable after the close of

the Offer, the Company will make an ASX announcement as to the outcome of the SPP and the number of Shares to be issued under the SPP.

Eligible Shareholders who hold Shares as Custodian or Nominee (**Custodian**) for one or more persons on the Record Date (**Beneficiary**) may apply for up to a maximum amount of A\$15,000 worth of Shares in respect of each Beneficiary who is resident in Australia and New Zealand, subject to providing a custodian certificate to the Company, as described in the Terms and Conditions enclosed with this letter. Please refer to the Terms and Conditions for more details.

The Offer cannot be transferred and the Directors of the Company reserve the right to reject, or scale back, on an equitable basis, any application.

If the Company rejects or scales back an application or purported application, the Company will promptly return the relevant application monies, without interest.

All Shares issued under the Offer will rank equally with existing Shares from the date of issue, and carry the same voting rights and other entitlements as existing Shares

This letter and the Terms and Conditions may not be released or distributed in any country other than Australia and New Zealand. This letter and the Terms and Conditions do not constitute an offer to sell, or a solicitation of an offer to buy, securities in any other country. In particular, any securities described in this letter and the Terms and Conditions have not been, and will not be, registered under the US Securities Act of 1933 (as amended) and may not be offered or sold in the United States except in transactions exempt from, or not subject to, registration under the US Securities Act and applicable US state securities laws. Accordingly you must not send copies of the Plan or any other material relating to the Plan to any person in the United States or to any person who is, or is acting for the account or benefit of U.S. Persons.

Indicative Timetable*

Record Date (7.00pm AEDT)	8 December 2015
Announcement Date of Plan	9 December 2015
Offer Opens	15 December 2015
Closing Date of Offer	11 January 2016 Application Forms together with payment must be received by this time and date
Issue of Shares under the Plan	15 January 2016
Quotation of new Shares on ASX	18 January 2016
Despatch date for holding statements	19 January 2016

*These dates are indicative only. The Company may vary the dates and times of the Offer without notice.

Accordingly, Eligible Shareholders are encouraged to submit their Application Forms as early as possible.

If you choose not to participate in the Offer, your right to participate lapses on the Closing Date.

By applying for Shares under the SPP, you agree to be bound by the enclosed Terms and Conditions and the Company's constitution. Applications for new Shares under the SPP cannot be withdrawn or altered.

The SPP is governed by the law in force in New South Wales. By submitting an application for Shares, you submit to the non-exclusive jurisdiction of the Courts of New South Wales.

Should you wish to discuss any information contained in this letter further, do not hesitate to contact the Company's Share Registry, Computershare Investor Services Pty Limited, (details below), or email : enquiries@onevue.com.au

Thank you for your continued support of OneVue.

Yours faithfully,

A handwritten signature in blue ink, appearing to read "A Fenton", with a stylized flourish at the end.

Ashley Fenton
Company Secretary
OneVue Holdings Limited

OneVue Holdings Limited

('OneVue' or 'Company') ABN 15 108 221 870

SHARE PURCHASE PLAN (SPP) – TERMS AND CONDITIONS

1. SPP Offer

1.1 Under the SPP, Eligible Shareholders (defined below) have the opportunity to participate in the underwritten SPP Offer by subscribing for up to a maximum value of \$15,000 of fully paid ordinary shares in the Company (**Shares**) without incurring brokerage or transaction costs and subject to the following Terms and Conditions.

1.2 The SPP Offer is underwritten to \$2.5 million jointly by Bell Potter Securities Limited ACN 006 390 772 and Shaw and Partners Limited ACN 003 221 583 (**Joint Underwriters**). If the Company has not received valid applications for \$2.5 million worth of Shares by the Closing Date under the SPP Offer, the Company may serve notice on the Joint Underwriters that it will place to sophisticated investors, professional investors and other investors exempt from the requirement to receive a disclosure document under Division 2 of Part 6D.2 of the *Corporations Act 2001* (Cth) nominated by the Joint Underwriters any Shares that have not been applied for by Eligible Shareholders. The terms of the Underwriting Agreement govern the underwriting of the SPP Offer. The Company will pay the Joint Underwriters an Underwriter/Selling Fee of a total of 4% of the gross amount raised under the SPP. The Underwriting Agreement contains customary conditions, warranties and undertakings and is subject to various termination events exercisable by the Joint Underwriters.

1.3 This Offer under the SPP is made in accordance with the requirements of ASIC Class Order [CO 09/425] which grants relief from the requirement to prepare a prospectus for the offer of Shares in Australia under the SPP.

1.4 Please read these Terms and Conditions relating to the SPP Offer carefully, as you will be bound by them by participating in the SPP.

1.5 All Shares issued under the SPP Offer will rank equally with existing OneVue Shares from the date of issue, and carry the same voting rights and other entitlements as existing shares.

1.6 All amounts referred to in these Terms and Conditions are in Australian dollars.

2. Key Dates*

Event	Date
Record Date -The date on which the Company determines Eligible Shareholders	Tuesday, 8 December 2015(7:00pm Sydney time)
Announcement date of SPP	Wednesday, 9 December 2015
SPP Offer opens	Tuesday, 15 December 2015
SPP Offer closes (Closing Date)	Monday, 11 January 2016 (5:00pm Sydney time)
Allotment of Shares	Friday, 15 January 2016
Quotation of Shares on ASX -The date on which the new Shares commence trading on the ASX	Monday, 18 January 2016
Despatch of holding statements	Tuesday, 19 January 2016

*OneVue reserves the right to vary the timetable for the SPP Offer, including the Closing Date of the SPP Offer.

3. Eligible Shareholders

3.1 You are eligible to participate in the SPP Offer (an **Eligible Shareholder**) if:

- (a) you were registered on the OneVue share register as a holder of OneVue Shares at 7:00pm (Sydney time) on Tuesday, 8 December 2015 (**Record Date**); and
- (b) you have a registered address in either Australia or New Zealand at that time.

3.2 Due to foreign securities laws, OneVue has determined that it is not practical for holders of Shares with addresses on the share register in other jurisdictions to participate in the SPP Offer. Shares to be allotted under the SPP have not been and will not be registered under the U.S. Securities Act and may not be offered, sold or delivered, directly or indirectly, in or to persons in, the United States.

3.3 Eligible Shareholders can only apply for a maximum value of \$15,000 worth of Shares in aggregate under the SPP (unless you are applying as a Custodian). This limitation applies even if Eligible Shareholders receive more than one Application Form due to multiple holdings, or if they hold OneVue Shares in more than one capacity such as if they are a sole Eligible Shareholder and a joint Eligible Shareholder and/or an Eligible Shareholder with more than one holding under a separate account or designation.

Eligible Shareholders who hold OneVue Shares as a custodian, trustee or nominee (**Custodian**) (defined below) may participate on behalf of each Beneficiary (defined below) on whose behalf the Custodian is holding OneVue Shares, subject to providing a certificate to the Company (Custodian Certificate) with the following information:

- (a) that you held Shares on behalf of one or more other persons who are resident in Australia and New Zealand (each a **Participating Beneficiary**) at 5:00pm (AEDT) on the Closing Date who have subsequently instructed you to apply for Shares under the SPP on their behalf;
- (b) the number of Participating Beneficiaries and their names and addresses;
- (c) the number of Shares that you hold on behalf of each Participating Beneficiary;
- (d) the dollar amount of Shares that each Participating Beneficiary has instructed you, either directly or indirectly through another custodian, to apply for on their behalf;
- (e) that the application price for Shares applied under the Offer for each Participating Beneficiary for whom you act plus the application price for any other Shares issued to you as custodian for that Participating Beneficiary under any arrangement similar to the SPP in the prior 12 months does not exceed A\$15,000;
- (f) that a copy of these written Terms and Conditions was given to each Participating Beneficiary; and
- (g) where you hold Shares on behalf of a beneficiary indirectly, through one or more interposed custodians, the name and address of each interposed custodian.

3.4 An Eligible Shareholder is deemed to be a Custodian under ASIC Class Order (CO 09/425) if:

- (a) it holds an Australian financial services licence that:
 - (i) covers the provision of a custodial or depositary service; or
 - (ii) covers the operation of an IDPS (as defined in ASIC Class Order (CO 13/763); or

- (b) it is exempt under:
 - (i) paragraph 7.6.01(1)(k) of the *Corporations Regulations 2001* (Cth);
 - (ii) paragraph 7.6.01(l)(na) of the *Corporations Regulations 2001* (Cth); or
 - (iii) ASIC Class Order [CO14/1000] or ASIC Class Order [CO/14/1001]; or
 - (iv) ASIC Class Orders [CO 03/1099], [CO 03/1100], [CO 03/1101], [CO 03/1102], [CO 04/829] or [CO 04/1313]; or
 - (v) an individual instrument of relief granted by ASIC to the person in terms similar to one of the class orders referred to in subparagraph (iv); or
 - (vi) paragraph 911A(2)(h) of the *Corporations Act* ,
- from the requirement to hold an Australian financial services licence for the provision of a custodial or depositary service; or
- (c) it is a trustee or a self-managed superannuation fund or a trustee of a superannuation master trust; or
 - (d) it is the responsible entity of an IDPS-like scheme (as defined by ASIC Class Order (CO 13/762)); or
 - (e) it is the registered holder of OneVue Shares and is noted on the OneVue register of members as holding OneVue Shares on account of another person.

A 'Beneficiary' is a client of a Custodian or Downstream Custodian (defined below) on whose behalf the Custodian or Downstream Custodian held OneVue Shares on the Record Date.

To the extent that a Custodian holds OneVue Shares on behalf of a Beneficiary resident outside Australia and New Zealand, it is the responsibility of the Custodian to ensure that any acceptance complies with all acceptable foreign laws.

Custodians wishing to participate on behalf of one of the Beneficiary should pay by BPAY® or complete the Application Form and return it to OneVue's Share Registry (Computershare Investor Services Pty Limited with payment. Custodians wishing to participate on behalf of more than one Beneficiary should contact OneVue's Share Registry and request a Custodian Certificate and Schedule.

3.5 If you hold OneVue Shares as a custodian, trustee or nominee for another person, but are not a Custodian as defined above, you cannot participate for beneficiaries in the manner described above. In this case, the rules for multitude single holdings (above) apply.

3.6 If you choose not to participate in the SPP Offer, your right to participate lapses on the Closing Date.

4. Joint Holders/Joint Beneficiaries

If two or more persons are recorded in OneVue's share register as jointly holding OneVue Shares, they are considered to be a single registered holder of OneVue Shares for the purposes of the SPP and they are entitled to participate in the SPP in respect of that single holding only. If as joint holders, they receive more than one offer under the SPP due to multiple identical holdings, the joint holders may still only contribute a maximum value of A\$15,000 in applying for Shares under the SPP Offer.

5. Application Procedure for Shares

5.1 The SPP Offer opens on Tuesday, 15 December 2015.

5.2 Eligible Shareholders may apply for a maximum value of \$15,000 worth of Shares under the SPP.

5.3 The number of Shares is rounded down to the nearest whole number after dividing the dollar amount by the issue price.

5.4 If you do not wish to accept the SPP Offer, you do not need to take any action and the SPP Offer will lapse on the Closing Date.

5.5 Over subscriptions to the SPP Offer may be refunded without interest.

5.6 If you wish to apply for Shares under the SPP Offer, Eligible Shareholders must either:

(a) **pay by BPAY®**, using an Australian bank account, in accordance with the instructions on the Application Form to ensure cleared funds are received by the Closing Date. To do this, you must reference your unique identifier number printed on your Application Form. If paying by BPAY® you do not need to return the Application Form. Applicants should be aware that their own financial institution may implement earlier cut off times with regards to electronic payment, and should therefore take this into consideration when making payment. You may also have your own limit on the amount that can be paid via BPAY®. It is your responsibility to check that the amount you wish to pay via BPAY® does not exceed your limit; or

(b) **complete the enclosed Application Form and forward it with a cheque to OneVue Holdings Limited**, c/- Computershare Investor Services Pty Limited, GPO Box 505, Melbourne VIC 3001. Cheques should be drawn on an Australian bank account and in Australian dollars for the correct amount so that it is received prior to the close of the offer on the Closing Date. Do not forward cash. Cheques, bank drafts and money orders should be made payable to "OneVue Holdings Limited" and crossed "Not Negotiable". Receipts for payment will not be issued.

5.7 Application forms and payment (either by BPAY® or cheque) must be received by the Company **no later than 5pm (AEDT) on the Closing Date**. No late applications will be accepted.

5.8 Any application money received in excess of the amount required for the number of Shares you successfully apply for will be refunded to you without interest. If the amount received is less than \$1,000, OneVue will not allot any Shares to you and the money received from you will be refunded without interest.

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

5.10 OneVue reserves the right to reject any application for Shares under the SPP Offer that it believes does not comply with these Terms and Conditions.

6. **Issue Price**

6.1 The SPP issue price is A\$0.68 per Share, being a 9.6% discount to the volume weighted average market price of Shares traded on the ASX over the ten trading days up to and including 7 December 2015.

As at the last trading day prior to the announcement date of the SPP Offer on ASX, i.e. 7 December 2015, the closing price of the Shares traded on ASX was A\$0.89.

You should note that OneVue's share price may rise or fall between the date of the SPP Offer and the date when Shares are allotted and issued to you under the SPP Offer. This means that the price you may pay per Share pursuant to this SPP Offer may be either higher or lower than OneVue's share price at the time of the offer or at the time of the Shares are issued and allotted to you under the SPP Offer. Please refer to the information under "Participation is Optional" about to monitor current trading prices of OneVue Shares.

6.2 The number of Shares issued to an applicant will be determined by dividing the value of the Shares applied for by the issue price. If this calculation produces a fractional number, the number of Shares issued will be rounded down to the nearest whole Share.

7. Scale Back of SPP Offer

7.1 If application for Shares under the SPP Offer exceed A\$2.5 million, OneVue may in its absolute discretion allocate to you less than the number of Shares you have applied for (Scale Back). If there is a Scale Back, OneVue may in its absolute discretion determine to apply the Scale Back to the extent and in the manner that it sees fit.

7.2 If the Scale Back produces a fractional number of Shares when applied to your issue of Shares, the number of Shares issued will be rounded down to the nearest whole Share.

7.3 If there is a Scale Back, your application money may be greater than the value of the Shares you will be issued. In that event, the excess application money will be refunded to you on or around Monday, 18 January 2015. Any application monies refunded by OneVue will be paid by cheque or direct credit (the payment method will be determined by OneVue in its absolute discretion) in Australian currency. By applying for Shares, each shareholder authorises OneVue to pay any monies to be refunded by using the payment instructions of the shareholder recorded in OneVue's share register if OneVue should elect to pay in this manner. No interest will be payable to you on any monies refunded.

8. Participation is Optional

Participation in the SPP Offer is entirely optional. The offer to acquire Shares under the SPP is not a recommendation. If you are in any doubt about the SPP Offer, whether you should participate in the SPP Offer or how participation will affect you, you should consider seeking independent financial and taxation advice before making a decision as to whether or not to accept this offer. OneVue also recommends that you monitor the OneVue share price which can be found on OneVue's website at www.onevue.com.au, in the financial pages of major Australian metropolitan newspapers, or on the Australian Securities Exchange (ASX) website at www.asx.com.au (ASX code: OVH).

9. Issue Date

9.1 The Shares will be issued on or around Friday, 15 January 2016 or as soon as possible after that date.

9.2 Allotment confirmations will be dispatched on or around Tuesday, 19 January 2016. You should confirm your holdings before trading in any Shares you believe have been allotted to you under the SPP Offer.

10. Placement of Shortfall

Any shortfall from the SPP Offer may be placed at the discretion of the Directors.

11. No Transfer

The SPP Offer is non-renounceable and non-transferable and, therefore, Eligible Shareholders cannot transfer their right to purchase Shares under the SPP Offer to a third party.

12. Brokerage and Transaction Costs

No brokerage or other transaction costs will apply to the acquisition of Shares under the SPP. The only cost to you is the issue price of the Shares.

13. Quotation

OneVue will apply for the Shares issued under the SPP to be quoted on the ASX.

14. Dispute Resolution

14.1 OneVue reserves the right to waive strict compliance with any provision of these Terms and Conditions.

14.2 The powers of OneVue under these Terms and Conditions may be exercised by its Directors or any delegate or representative of the Directors.

15. Variation and Termination

15.1 The Board of OneVue reserves the right to amend or vary these Terms and Conditions provided any amendments or variations do not adversely affect or prejudice the rights of Eligible Shareholders.

15.2 The Board of OneVue reserves the right to suspend or terminate the SPP at any time.

15.3 Failure to notify shareholders of a change to or termination of the SPP Offer or the non-receipt of notice will not invalidate the change or termination.

15.4 OneVue reserves the right not to issue Shares or to issue fewer Shares than that applied for under the SPP by an Eligible Shareholder (including a Custodian applying on behalf of its Beneficiaries) if OneVue believes that the issue of those Shares would contravene any law or the ASX Listing Rules.

15.5 In the event that the SPP is terminated prior to the issue of Shares, all application monies will be refunded. No interest will be paid on any monies returned to you.

16. Acknowledgements

By making payment (including through BPAY®) or returning an Application Form or Custodian Certificate and Schedule, you certify, acknowledge, warrant and represent as true, correct and not misleading to OneVue that:

- (a) you have read and accepted the Terms and Conditions in full and agree that your application is made in accordance with these Terms and Conditions;
- (b) you declare that all details and statements in your application are true and complete and not misleading;
- (c) your application, under the Terms and Conditions of the SPP set out in this booklet (including the Application Form and Custodian Certificate and Schedule), will be irrevocable and unconditional (i.e. it cannot be withdrawn);
- (d) as at the Record Date, you were recorded on OneVue's share register as being a registered holder of OneVue shares and having an address in Australia or New Zealand;
- (e) if you have a registered address in New Zealand, you continued to hold OneVue Shares as at the opening of the SPP Offer on Wednesday, 16 December 2015;
- (f) you and each person for whose account or benefit you are acting is not in the United States and is not a U.S. Person, or acting for the account or benefit of a U.S. Person;
- (g) you acknowledge that the Shares have not, and will not be, registered under the U.S. Securities Act or securities laws of any state or other jurisdiction of the United States, and the Shares may not be offered, sold or otherwise transferred unless an exemption from the registration requirement of the U.S. Securities Act is available;

- (h) you represent that you have not, and you agree that you will not, send any materials relating to the SPP to any person in the United States or to any person who is, or is acting for the account or benefit of, a U.S. Person;
- (i) if you are applying on your own behalf (and not as a Custodian) you are not applying for Shares with an aggregate application value, when aggregated with the application value of any OneVue Shares issued to you or a Custodian on your behalf under the SPP Offer or similar arrangement in the previous 12 months, of more than \$15,000 under the SPP Offer (including by instructing a Custodian to acquire Shares on your behalf under the SPP Offer), and you are complying with the limitations detailed in clause 3.3 of the SPP Terms and Conditions;
- (j) if you are a Custodian and are applying on behalf of a Beneficiary on whose behalf you hold OneVue Shares:
- (i) you are a Custodian (as that term is defined in ASIC Class Order (CO 09/425));
- (ii) either or both of the following apply (as applicable):
- (A) that on the Record Date you held OneVue Shares on behalf of one or more other persons (each a Beneficiary) that are not Custodians;
- (B) that on the Record Date another Custodian (Downstream Custodian) held beneficial interests in OneVue Shares on behalf of one or more other persons (each a Beneficiary), and you hold the shares to which those beneficial interests relate on behalf of the Downstream Custodian or another Custodian;
- (iii) each Beneficiary has subsequently instructed either you or the Downstream Custodian (as applicable) to apply for shares on their behalf under the SPP;
- (iv) details of the number of Beneficiaries instructing you to participate, the name and address of each Beneficiary and in respect of each such Beneficiary:
- (A) the number of OneVue Shares that you hold on behalf of that Beneficiary; and
- (B) the dollar amount of Shares that the Beneficiary, or its agent, has instructed you to accept on behalf of the Beneficiary,
- as set out in the Application Form or the Custodian Certificate and Schedule, is true and correct;
- (v) there are no Beneficiaries in respect of whom the total of the application value for (a) the Shares applied for by you under the SPP on their behalf; and (b) any OneVue Shares issued to you in the previous 12 months as a result of an instruction given by the Beneficiary to you or a Downstream Custodian to apply for OneVue Shares on their behalf under an arrangement similar to the SPP, exceeds \$15,000; and
- (vi) a copy of this offer document was given to each Beneficiary;
- (k) you may be offered Shares pursuant to the SPP in accordance with all applicable laws, and any acceptable by you on your own behalf or in respect of any person for which you are acting complies with all applicable laws;
- (l) you agree that where you have previously provided the Company or its share registry with bank account details, any refund to be paid to you under these Terms and Conditions may be direct credited into that nominated account;
- (m) you accept the risk associated with any refund that may be dispatched to you by direct credit as per above or by cheque to your address shown on OneVue's share register;

- (n) you are responsible for any dishonour fees or other costs OneVue may incur in presenting a cheque for payment which is dishonoured;
- (o) you agree to be bound by the provisions of the Constitution or OneVue (as amended and as it may be amended from time to time in the future);
- (p) you authorise OneVue and its affiliates, officers and representatives to do anything on your behalf necessary for Shares to be issued to you in accordance with these Terms and Conditions;
- (q) you acknowledge that neither the Company nor share registry has provided you with investment advice or financial product advice, and that neither has any obligation to provide this advice, concerning your decision to apply for and buy new Shares under the SPP; and
- (r) you authorise OneVue (and its officers and agents) to correct minor or easily rectified errors in, or omissions from, your application and to complete the application by the insertion of any missing minor detail; and
- (s) OneVue may at any time irrevocably determine that your application is valid in accordance with these Terms and Conditions, even if the application is incomplete, contains errors or is otherwise defective.

17. Governing Law

These Terms and Conditions are governed by the laws in force in New South Wales. By accepting this offer, you submit to the non-exclusive jurisdiction of the courts of New South Wales.