

Form 603
Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme Redbubble Limited

ACN/ARSN 119 200 592

1. Details of substantial holder (1)

Name Redbubble Limited (*Redbubble*)

ACN/ARSN (if applicable) 119 200 592

The holder became a substantial holder on 16/05/2016

2. Details of voting power

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

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Fully paid ordinary shares in Redbubble Limited (<i>Shares</i>)	155,039,921	155,039,921	78.16%

3. Details of relevant interests

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

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Redbubble	Under the voluntary escrow arrangements entered into by Redbubble and various escrowed shareholders (as described in the replacement prospectus issued by Redbubble on 3 May 2016) Redbubble has the power to control the disposal of 155,039,921 Shares held by those escrowed shareholders, which gives Redbubble a relevant interest in those Shares under section 608(1)(c) of the Corporations Act. Annexure A contains the form of the escrow deed entered into by the registered holders listed in items 1 to 16 of Annexure C. Annexure B contains the form of the escrow deed entered into by the registered holders listed in items 17 to 78 of Annexure C.	155,039,921 Shares

4. Details of present registered holders

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

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
See Annexure C for details.	See Annexure C for details.	See Annexure C for details.	See Annexure C for details.

5. Consideration

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

No consideration was paid by Redbubble in relation to the Shares. Limited has no right to acquire the Shares the subject of the escrow arrangements.

6. Associates

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

Name and ACN/ARSN (if applicable)	Nature of association
Not applicable	Not applicable

7. Addresses

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

Name	Address
See Annexure D for details.	See Annexure D for details.

Signature

print name Paul Gordon

capacity Company Secretary

sign here



date

18 May 2016

DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
 - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown."
- (9) Details of the consideration must include any and all benefits, moneys and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

ANNEXURE 'A'

This is annexure 'A' of 13 pages (including this page) referred to in Form 603 – Notification of initial substantial holder.

Company name: Redbubble Limited
ACN: 119 200 592

Signed by: _____



Company Secretary

Paul Gordon
Print Name

Date: _____

18-5-2016

Escrow Deed

in connection with the IPO and ASX listing of Redbubble Limited

Allens
101 Collins Street
Melbourne VIC 3000
Tel +61 3 9614 1011
Fax +61 3 9614 4661
www.allens.com.au

© Allens, Australia 2016

This Deed is made on

2016

Parties

- 1 **Redbubble Limited** (ABN 11 119 200 592) (the **Company**)
- 2 The party named in Item 1 of Schedule 1 (the **Shareholder**)

Recitals

- A The Company intends to be admitted to the official list of ASX.
- B The Shareholder holds, or will hold, the Escrow Shares immediately after settlement of the Offer.
- C In order to ensure a stable market for Shares following the Offer and listing of the Company on ASX, the Shareholder undertakes to the Company to be bound by the terms and conditions of this Deed on the basis that the Company will take the steps necessary to be admitted to the official list of ASX.

It is agreed as follows.

1 Interpretation

1.1 Definitions

The following definitions apply in this Deed.

Affiliate means any other Person which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, the Shareholder (for the purposes of this definition, **control** (including, with correlative meanings, the terms **controlling**, **controlled by** and **under common control with**) as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise), and **Affiliated** has the correlative meaning.

Affiliated Fund means each corporation, trust, limited liability company, general or limited partnership or other entity under common control with the Shareholder or that receives investment advice from the investment adviser to the Shareholder or any of the investment adviser's Affiliates.

ASX means ASX Limited (ABN 98 008 624 691) or the Australian Securities Exchange operated by ASX, as the context requires.

Business Day means a day which is not a Saturday, Sunday or a public holiday in Victoria.

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

dealing, deal or dealt means, in respect of any Escrow Share, to directly or indirectly:

- (a) sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, any or all of the Escrow Shares;
- (b) create, or agree or offer to create, or permit to be created, any encumbrance or security interest over any or all of the Escrow Shares; or
- (c) do, or omit to do, any act if the act or omission may have the effect of transferring effective ownership or control of, or economic interest in, any or all of the Escrow Shares,

but, for the avoidance of doubt, does not include or restrict the exercise of any voting rights attaching to the Escrow Shares.

Dispose has the meaning given to that term in the Listing Rules.

Escrow Period means the period which commences on the date of this Deed and ends at 8.00am (Melbourne time) on the date which is two Business Days after the date on which the Company's audited full year accounts for the financial year ending 30 June 2017 are released by the Company to ASX.

Escrow Shares means the Shares held, or to be held, by the Shareholder immediately after settlement of the Offer.

Holding Lock has the meaning given to that term in the ASX Settlement Operating Rules.

Listing Rules means the official listing rules of ASX (including the ASX Settlement Operating Rules).

Offer means the offers by SaleCo and the Company under the Prospectus to apply for Shares, the transfer of Shares by SaleCo and the issue of Shares by the Company under the Prospectus, and all related matters.

Person means any individual, partnership, corporation, company, association, trust, joint venture, limited liability company, unincorporated organisation, entity or division.

Prospectus means the prospectus in relation to the Offer to be lodged with ASIC on or about April 2016 by SaleCo and the Company.

SaleCo means Redbubble SaleCo Limited (ACN 611 424 634).

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

Takeover Bid has the meaning given to that term in the Corporations Act.

1.2 Interpretation

- (a) Headings are for convenience only and do not affect interpretation.
- (b) Mentioning anything after **includes, including, for example** or similar expressions, does not limit what else might be included.
- (c) Nothing in this Deed is to be interpreted against a party solely on the ground that the party put forward this Deed or a relevant part of it.
- (d) The following rules apply unless the context requires otherwise.
 - (i) The singular includes the plural, and the converse also applies.
 - (ii) A gender includes all genders.
 - (iii) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
 - (iv) A reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
 - (v) A reference to a clause is a reference to a clause of this Deed .
 - (vi) A reference to an agreement or document (including a reference to this Deed) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Deed or that other agreement or document.
 - (vii) A reference to **writing** includes any method of representing or reproducing words, figures, drawings or symbols in a visible and tangible form.

- (viii) A reference to a party to this Deed or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
- (ix) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- (x) A reference to **conduct** includes an omission, statement or undertaking, whether or not in writing.
- (xi) A reference to an **agreement** includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a **document** includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind.
- (xii) A reference to a right or obligation of any two or more people comprising a single party confers that right, or imposes that obligation, as the case may be, on each of them severally and each two or more of them jointly. A reference to that party is a reference to each of those people separately (so that, for example, a representation or warranty by that party is given by each of them separately).

2 Condition

- (a) The undertakings of the Shareholder pursuant to this Deed are conditional upon:
 - (i) the Australian Securities and Investments Commission exempting an acquisition by the Company of a relevant interest in the Escrow Shares from the relevant provisions of Chapter 6 of the Corporations Act under section 655A of the Corporations Act; and
 - (ii) admission of the Company to the official list of ASX.
- (b) To avoid doubt, nothing in this Deed:
 - (i) restricts the Shareholder from disposing of Escrow Shares from the date that is 3 months after the date of this Deed if the condition referred to in paragraph (a)(i) is not satisfied by that date; or
 - (ii) confers on the Company any control in respect of the exercise of a voting rights attached to Escrow Shares.

3 Escrow Restrictions

3.1 Shareholder restrictions

- (a) Subject to clause 3.2, the Shareholder must not deal in any of their Escrow Shares during the Escrow Period.
- (b) The Shareholder agrees that the Escrow Shares will be:
 - (i) kept on an electronic CHESS sub-register; or
 - (ii) held on the Company's issuer sponsored sub-register (as that term is defined in the Listing Rules),and agrees to the application of a Holding Lock to the Escrow Shares for the Escrow Period.

3.2 Release

- (a) If a Takeover Bid under Chapter 6 of the Corporations Act is made to acquire all or a specified proportion of the Shares, the restrictions in clause 3.1 will cease to apply to the extent necessary to allow the Shareholder to accept the offers under the Takeover Bid in respect of the Escrow Shares, provided that the following conditions are satisfied:
- (i) the offers under the Takeover Bid are for all or a specified proportion of the Shares;
 - (ii) holders of at least 50% of the bid class securities that are not the subject of any escrow restrictions have accepted the offers under the Takeover Bid; and
 - (iii) where the Takeover Bid is an off-market bid, if the offers under the Takeover Bid are conditional and the offers do not become unconditional, the restrictions in clause 3.1 will continue to apply to the Escrow Shares.
- (b) If a scheme of arrangement pursuant to Part 5.1 of the Corporations Act between the Company and the holders of Shares becomes effective in accordance with section 411(10) of the Corporations Act, the restrictions in clause 3.1 will cease to apply to the extent necessary to allow the Escrow Shares to be acquired under that scheme of arrangement.
- (c) Notwithstanding any condition to the contrary in this Deed:
- (i) the Shareholder may deal in any of their Escrow Shares to the extent the dealing is required by applicable law (including an order of a court of competent jurisdiction);
 - (ii) the Shareholder may deal in any of their Escrow Shares to the extent the dealing is in connection with an equal access share buyback or capital return or capital reduction made in accordance with the Corporations Act;
 - (iii) the Shareholder may deal in any of their Escrow Shares to the extent the dealing constitutes a disposal of, but not the creation of a security interest in, some or all of the Escrow Shares to:
 - (A) in the case of a Shareholder who is an individual, any spouse or child of the Shareholder or the Shareholder's spouse (**Immediate Family Member**);
 - (B) a company wholly-owned by the Shareholder or, in the case of a Shareholder who is an individual, an Immediate Family Member, as at the date of this Deed;
 - (C) a trust in relation to which the Shareholder or, in the case of a Shareholder who is an individual, an Immediate Family Member, is the beneficiary; or
 - (D) an Affiliate or Affiliated Fund of the Shareholder,(each a **Transferee**), where the Transferee also enters into an escrow arrangement with the Company in respect of those Escrow Shares on substantially the same terms as this Deed for the remainder of the Escrow Period;
 - (iv) the Shareholder may deal in any of their Escrow Shares with the prior written consent of the Company (which consent may be withheld by the Company in its absolute discretion); and



- (v) any of the Escrow Shares held by the Shareholder during the Escrow Period may be dealt with to the extent necessitated by the death of the Shareholder.

3.3 Removal of Holding Lock

The Company will do all things necessary or desirable to ensure that any Holding Lock that is imposed is released (including notifying ASX in accordance with Listing Rule 3.10A):

- (a) to the extent necessary to permit disposals of any Escrow Shares pursuant to the terms of this Deed; and
- (b) in full at the conclusion of the Escrow Period.

3.4 Shareholder to notify Company

If the Shareholder becomes aware:

- (a) that a dealing in any Escrow Shares has occurred, or is likely to occur, during the Escrow Period in breach of this Deed; or
- (b) of any other matter which is likely to give rise to a dealing in any Escrow Shares during the Escrow Period in breach of this Deed,

the Shareholder must notify the Company as soon as practicable after becoming aware of the dealing or those matters giving rise the dealing, and provide full details.

4 Permitted dealings

Except as expressly provided for in clause 3, nothing in this Deed restricts the Shareholder from dealing with the Escrow Shares or exercising rights attaching to, or afforded to a holder of the Escrow Shares, including by:

- (a) exercising any voting rights attaching to the Escrow Shares;
- (b) receiving or being entitled to any dividend, return of capital or other distribution attaching to the Escrow Shares; and
- (c) receiving or participating in any rights or bonus issue in connection with the Escrow Shares.

5 Representations and Warranties

5.1 Shareholder representations and warranties

The Shareholder represents and warrants that:

- (a) **(power)** it has power to enter into and comply with all of the terms and conditions of this Deed applicable to it;
- (b) **(authority)** all necessary corporate actions and authorisations to permit it to enter into this Deed and to observe all of its terms have been taken and obtained and have not since been rescinded or varied;
- (c) **(deed effective)** this Deed constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms;
- (d) **(Escrow Shares)** it is, or immediately after settlement of the Offer will be, the legal and beneficial holder of the Escrow Shares; and
- (e) **(no encumbrances)** the Escrow Shares are free from all encumbrances, security interests and other third party interests or rights.

5.2 Reliance on representations and warranties

The Shareholder acknowledges that the Company has executed this Deed in reliance on the representations and warranties that are made in this clause 5.

5.3 No representations by the Company

The Shareholder acknowledges that it has not relied and will not rely on any representation, statement or promise made by or on behalf of the Company in deciding to enter into this Deed.

6 Breach of this Deed

6.1 Prevention of anticipated breach

If it appears to the Company that the Shareholder may breach this Deed, the Company may take the steps necessary to prevent the breach or to enforce this Deed, as soon as the Company becomes aware of the potential breach.

6.2 Damages insufficient remedy

The parties agree that damages would be an insufficient remedy for breach of this Deed and the Shareholder agrees that the Company is entitled to seek and obtain an injunction or specific performance as a remedy for any actual or threatened breach of this Deed, in addition to any other remedies available to the Company at law or in equity under or independently of this Deed.

7 Notices

Any notice, demand, consent or other communication (a **Notice**) given or made under this Deed:

- (a) must be in writing and signed by the sender or a person duly authorised by the sender (or in the case of email, setting out the full name and position or title of the sender or person duly authorised by the sender);
- (b) must be delivered to the intended recipient by prepaid post (if posted to an address in another country, by registered airmail) or by hand, fax or email to the address, fax number or email address below or the address, fax number or email address last notified by the intended recipient to the sender:
 - (i) to the Company: Address: Level 3, 271 Collins Street,
Melbourne, Victoria, 3000
Email: legal@redbubble.com
Attention: General Counsel / Company
Secretary; and
 - (ii) to the Shareholder: Address: See Item 2 of Schedule 1
Email: See Item 2 of Schedule 1
Attention: See Item 2 of Schedule 1; and
- (c) will be conclusively taken to be duly given or made:
 - (i) in the case of delivery in person, when delivered;
 - (ii) in the case of delivery by post, two business days after the date of posting (if posted to an address in the same country) or seven business days after the date of posting (if posted to an address in another country); and
 - (iii) in the case of email, the earlier of:

- (A) the time that the sender receives an automated message from the intended recipient's information system confirming delivery of the email;
- (B) the time that the email is first opened or read by the intended recipient, or an employee or officer of the intended recipient; and
- (C) two hours after the time the email is sent (as recorded on the device from which the sender sent the email) unless the sender receives, within that two hour period, an automated message that the email has not been delivered,

but if the result is that a Notice would be taken to be given or made:

- (1) in the case of delivery by hand or post, at a time that is later than 5pm;
- (2) in the case of delivery by email, at a time that is later than 7pm; and
- (3) in any case, on a day that is not a business day,

in the place specified by the intended recipient as its postal address under clause 7(b), it will be conclusively taken to have been duly given or made at the start of business on the next business day in that place.

8 Capacity

If the Shareholder has entered into this Deed as a trustee:

- (a) subject to clause 8(c) and notwithstanding any other provision of this Deed, the Shareholder enters into this Deed only in its capacity as trustee of the trust and in no other capacity. A liability arising under or in connection with this Deed can be enforced against the Shareholder only to the extent that it can be satisfied out of the property of the trust for which the Shareholder is actually indemnified for the liability. The Shareholder will exercise its rights of indemnification in order to satisfy its obligations under this Deed;
- (b) subject to clause 8(c), the Company may not sue the Shareholder in any other capacity other than as trustee in respect of the trust, including seeking the appointment to the Shareholder of a receiver (except in relation to the property of the trustee), liquidator, administrator or any similar person; and
- (c) clauses 8(a) and 8(b) will not apply to any obligation or liability of the Shareholder to the extent that it is not satisfied because under the relevant trust deed or by operation of law, there is a reduction to the extent, or elimination, of the Shareholder's right of indemnification out of the assets of the trust, or the right does not exist at all, as a result of the Shareholder's fraud, negligence, improper performance of duties or breach of trust.

9 General

9.1 Governing law and Jurisdiction

This Deed is governed by the laws of Victoria. In relation to it and related non-contractual matters, each party irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction there and waives any right to object to the venue on any ground.

9.2 Further assurances

Each party agrees to do all things and execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of this Deed and the transactions contemplated by it.



9.3 Waiver and exercise of rights

- (a) No failure to exercise nor any delay in exercising any right, power or remedy by a party operates as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.
- (b) A party may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless this Deed expressly states otherwise.

9.4 Entire agreement

This Deed contains the entire agreement of the parties with respect to its subject matter. It sets out the only conduct, representations, warranties, covenants, conditions, agreements or understandings (collectively **Conduct**) relied on by the parties and supersedes all earlier Conduct by or between the parties with respect to its subject matter.

9.5 Amendment

This Deed may be amended only by another deed executed by all the parties.

9.6 Severability

Any provision of this Deed which is unenforceable or partly unenforceable (including as a result of the Listing Rules) is, where possible, to be severed to the extent necessary to make this Deed enforceable, unless this would materially change the intended effect of this Deed.

9.7 Counterparts

This Deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

Schedule 1**Shareholder details**

Item 1: Name of Shareholder	[*Insert full name and ACN, if applicable, of Seller]
Item 2: Contact Details of Shareholder	Address: [*Insert physical/postal address] Email: [*Insert email address] Attention: [*Insert contact name]



Executed and delivered as a Deed.

Executed as a deed in accordance with
section 127 of the *Corporations Act 2001* by
Redbubble Limited:

Director Signature

Director/Secretary Signature

Print Name

Print Name

[For Australian company]

Executed as a deed in accordance with
section 127 of the *Corporations Act 2001* by
[*insert full name of Seller]:

Director Signature

Director/Secretary Signature

Print Name

Print Name

[For individual]

Signed Sealed and Delivered by **[insert full
name of Seller]** in the presence of:

Witness Signature

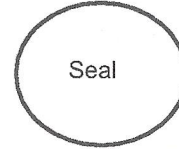
Signature

Print Name



[For foreign corporation]

Signed Sealed and Delivered by **[insert full name of Seller]** in the presence of:



Signature of Witness

Signature of Authorised Signatory

Name of Witness

Name of Authorised Signatory

A handwritten signature in blue ink.

ANNEXURE 'B'

This is annexure 'B' of 13 pages (including this page) referred to in Form 603 – Notification of initial substantial holder.

Company name: Redbubble Limited
ACN: 119 200 592

Signed by:



Company Secretary

Paul Gordon
Print Name

Date:

18-5-2016

Escrow Deed

in connection with the IPO and ASX listing of Redbubble Limited

Allens
101 Collins Street
Melbourne VIC 3000
Tel +61 3 9614 1011
Fax +61 3 9614 4661
www.allens.com.au

© Allens, Australia 2016

This Deed is made on

2016

Parties

- 1 **Redbubble Limited** (ABN 11 119 200 592) (the **Company**)
- 2 The party named in Item 1 of Schedule 1 (the **Shareholder**)

Recitals

- A The Company intends to be admitted to the official list of ASX.
- B The Shareholder holds, or will hold, the Escrow Shares immediately after settlement of the Offer.
- C In order to ensure a stable market for Shares following the Offer and listing of the Company on ASX, the Shareholder undertakes to the Company to be bound by the terms and conditions of this Deed on the basis that the Company will take the steps necessary to be admitted to the official list of ASX.

It is agreed as follows.

1 Interpretation

1.1 Definitions

The following definitions apply in this Deed.

Affiliate means any other Person which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, the Shareholder (for the purposes of this definition, **control** (including, with correlative meanings, the terms **controlling**, **controlled by** and **under common control with**) as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise), and **Affiliated** has the correlative meaning.

Affiliated Fund means each corporation, trust, limited liability company, general or limited partnership or other entity under common control with the Shareholder or that receives investment advice from the investment adviser to the Shareholder or any of the investment adviser's Affiliates.

ASX means ASX Limited (ABN 98 008 624 691) or the Australian Securities Exchange operated by ASX, as the context requires.

Business Day means a day which is not a Saturday, Sunday or a public holiday in Victoria.

Company VWAP means the volume weighted average price of the Shares (calculated to two decimal places of one cent) traded on ASX 'On-market' (as that term is defined in the ASX Operating Rules), excluding special crossings, overseas trades, trades pursuant to the exercise of options or overnight trades, as determined by ASX in accordance with its customary practice.

Company VWAP Period means any period of 10 consecutive Trading Days commencing on the Relevant Date.

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

dealing, deal or dealt means, in respect of any Escrow Share, to directly or indirectly:

- (a) sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, any or all of the Escrow Shares;
- (b) create, or agree or offer to create, or permit to be created, any encumbrance or security interest over any or all of the Escrow Shares; or
- (c) do, or omit to do, any act if the act or omission may have the effect of transferring effective ownership or control of, or economic interest in, any or all of the Escrow Shares,

but, for the avoidance of doubt, does not include or restrict the exercise of any voting rights attaching to the Escrow Shares.

Dispose has the meaning given to that term in the Listing Rules.

Escrow Period means the period which commences on the date of this Deed and ends at 8.00am (Melbourne time) on the date which is two Business Days after the date on which the Company's audited full year accounts for the financial year ending 30 June 2016 are released by the Company to ASX.

Escrow Shares means the Shares held, or to be held, by the Shareholder immediately after settlement of the Offer.

Holding Lock has the meaning given to that term in the ASX Settlement Operating Rules.

Listing Rules means the official listing rules of ASX (including the ASX Settlement Operating Rules).

Offer means the offers by SaleCo and the Company under the Prospectus to apply for Shares, the transfer of Shares by SaleCo and the issue of Shares by the Company under the Prospectus, and all related matters.

Offer Price has the meaning given to that term in the Prospectus.

Person means any individual, partnership, corporation, company, association, trust, joint venture, limited liability company, unincorporated organisation, entity or division.

Prospectus means the prospectus in relation to the Offer to be lodged with ASIC on or about April 2016 by SaleCo and the Company.

Relevant Date means the first date on which both:

- (a) the Company is admitted to the official list of ASX; and
- (b) the Shares are admitted for official quotation, and are traded, on ASX.

SaleCo means Redbubble SaleCo Limited (ACN 611 424 634).

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

Takeover Bid has the meaning given to that term in the Corporations Act.

Trading Day has the meaning given in the Listing Rules.

1.2 Interpretation

- (a) Headings are for convenience only and do not affect interpretation.
- (b) Mentioning anything after **includes, including, for example** or similar expressions, does not limit what else might be included.
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 - (i) The singular includes the plural, and the converse also applies.

- (ii) A gender includes all genders.
- (iii) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (iv) A reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
- (v) A reference to a clause is a reference to a clause of this Deed .
- (vi) A reference to an agreement or document (including a reference to this Deed) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Deed or that other agreement or document.
- (vii) A reference to **writing** includes any method of representing or reproducing words, figures, drawings or symbols in a visible and tangible form.
- (viii) A reference to a party to this Deed or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
- (ix) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- (x) A reference to **conduct** includes an omission, statement or undertaking, whether or not in writing.
- (xi) A reference to an **agreement** includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a **document** includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind.
- (xii) A reference to a right or obligation of any two or more people comprising a single party confers that right, or imposes that obligation, as the case may be, on each of them severally and each two or more of them jointly. A reference to that party is a reference to each of those people separately (so that, for example, a representation or warranty by that party is given by each of them separately).

2 Condition

- (a) The undertakings of the Shareholder pursuant to this Deed are conditional upon:
 - (i) the Australian Securities and Investments Commission exempting an acquisition by the Company of a relevant interest in the Escrow Shares from the relevant provisions of Chapter 6 of the Corporations Act under section 655A of the Corporations Act; and
 - (ii) admission of the Company to the official list of ASX.
- (b) To avoid doubt, nothing in this Deed:
 - (i) restricts the Shareholder from disposing of Escrow Shares from the date that is 3 months after the date of this Deed if the condition referred to in paragraph (a)(i) is not satisfied by that date; or
 - (ii) confers on the Company any control in respect of the exercise of a voting rights attached to Escrow Shares.

3 Escrow Restrictions

3.1 Shareholder restrictions

- (a) Subject to clause 3.2, the Shareholder must not deal in any of their Escrow Shares during the Escrow Period.
- (b) The Shareholder agrees that the Escrow Shares will be:
 - (i) kept on an electronic CHESS sub-register; or
 - (ii) held on the Company's issuer sponsored sub-register (as that term is defined in the Listing Rules),

and agrees to the application of a Holding Lock to the Escrow Shares for the Escrow Period.

3.2 Release

- (a) If a Takeover Bid under Chapter 6 of the Corporations Act is made to acquire all or a specified proportion of the Shares, the restrictions in clause 3.1 will cease to apply to the extent necessary to allow the Shareholder to accept the offers under the Takeover Bid in respect of the Escrow Shares, provided that the following conditions are satisfied:
 - (i) the offers under the Takeover Bid are for all or a specified proportion of the Shares;
 - (ii) holders of at least 50% of the bid class securities that are not the subject of any escrow restrictions have accepted the offers under the Takeover Bid; and
 - (iii) where the Takeover Bid is an off-market bid, if the offers under the Takeover Bid are conditional and the offers do not become unconditional, the restrictions in clause 3.1 will continue to apply the Escrow Shares.
- (b) If a scheme of arrangement pursuant to Part 5.1 of the Corporations Act between the Company and the holders of Shares becomes effective in accordance with section 411(10) of the Corporations Act, the restrictions in clause 3.1 will cease to apply to the extent necessary to allow the Escrow Shares to be acquired under that scheme of arrangement.
- (c) Notwithstanding any condition to the contrary in this Deed:
 - (i) the Shareholder may deal in any of their Escrow Shares to the extent the dealing is required by applicable law (including an order of a court of competent jurisdiction);
 - (ii) the Shareholder may deal in any of their Escrow Shares to the extent the dealing is in connection with an equal access share buyback or capital return or capital reduction made in accordance with the Corporations Act;
 - (iii) the Shareholder may deal in any of their Escrow Shares to the extent the dealing constitutes a disposal of, but not the creation of a security interest in, some or all of the Escrow Shares to:
 - (A) in the case of a Shareholder who is an individual, any spouse or child of the Shareholder or the Shareholder's spouse (**Immediate Family Member**);
 - (B) a company wholly-owned by the Shareholder or, in the case of a Shareholder who is an individual, an Immediate Family Member, as at the date of this Deed;

- (C) a trust in relation to which the Shareholder or, in the case of a Shareholder who is an individual, an Immediate Family Member, is the beneficiary; or
- (D) an Affiliate or Affiliated Fund of the Shareholder,
(each a **Transferee**), where the Transferee also enters into an escrow arrangement with the Company in respect of those Escrow Shares on substantially the same terms as this Deed for the remainder of the Escrow Period;
- (iv) the Shareholder may deal in any of their Escrow Shares with the prior written consent of the Company (which consent may be withheld by the Company in its absolute discretion);
- (v) any of the Escrow Shares held by the Shareholder during the Escrow Period may be dealt with to the extent necessitated by the death of the Shareholder; and
- (vi) the Shareholder may deal in the Escrow Shares (in one or more transactions) if the Company VWAP on each Trading Day comprising the Company VWAP Period is at least 30% higher than the Offer Price.

3.3 Removal of Holding Lock

The Company will do all things necessary or desirable to ensure that any Holding Lock that is imposed is released (including notifying ASX in accordance with Listing Rule 3.10A):

- (a) to the extent necessary to permit disposals of any Escrow Shares pursuant to the terms of this Deed; and
- (b) in full at the conclusion of the Escrow Period.

3.4 Shareholder to notify Company

If the Shareholder becomes aware:

- (a) that a dealing in any Escrow Shares has occurred, or is likely to occur, during the Escrow Period in breach of this Deed; or
- (b) of any other matter which is likely to give rise to a dealing in any Escrow Shares during the Escrow Period in breach of this Deed,

the Shareholder must notify the Company as soon as practicable after becoming aware of the dealing or those matters giving rise the dealing, and provide full details.

4 Permitted dealings

Except as expressly provided for in clause 3, nothing in this Deed restricts the Shareholder from dealing with the Escrow Shares or exercising rights attaching to, or afforded to a holder of the Escrow Shares, including by:

- (a) exercising any voting rights attaching to the Escrow Shares;
- (b) receiving or being entitled to any dividend, return of capital or other distribution attaching to the Escrow Shares; and
- (c) receiving or participating in any rights or bonus issue in connection with the Escrow Shares.

5 Representations and Warranties

5.1 Shareholder representations and warranties

The Shareholder represents and warrants that:

- (a) **(power)** it has power to enter into and comply with all of the terms and conditions of this Deed applicable to it;
- (b) **(authority)** all necessary corporate actions and authorisations to permit it to enter into this Deed and to observe all of its terms have been taken and obtained and have not since been rescinded or varied;
- (c) **(deed effective)** this Deed constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms;
- (d) **(Escrow Shares)** it is, or immediately after settlement of the Offer will be, the legal and beneficial holder of the Escrow Shares; and
- (e) **(no encumbrances)** the Escrow Shares are free from all encumbrances, security interests and other third party interests or rights.

5.2 Reliance on representations and warranties

The Shareholder acknowledges that the Company has executed this Deed in reliance on the representations and warranties that are made in this clause 5.

5.3 No representations by the Company

The Shareholder acknowledges that it has not relied and will not rely on any representation, statement or promise made by or on behalf of the Company in deciding to enter into this Deed.

6 Breach of this Deed

6.1 Prevention of anticipated breach

If it appears to the Company that the Shareholder may breach this Deed, the Company may take the steps necessary to prevent the breach or to enforce this Deed, as soon as the Company becomes aware of the potential breach.

6.2 Damages insufficient remedy

The parties agree that damages would be an insufficient remedy for breach of this Deed and the Shareholder agrees that the Company is entitled to seek and obtain an injunction or specific performance as a remedy for any actual or threatened breach of this Deed, in addition to any other remedies available to the Company at law or in equity under or independently of this Deed.

7 Notices

Any notice, demand, consent or other communication (a **Notice**) given or made under this Deed:

- (a) must be in writing and signed by the sender or a person duly authorised by the sender (or in the case of email, setting out the full name and position or title of the sender or person duly authorised by the sender);
- (b) must be delivered to the intended recipient by prepaid post (if posted to an address in another country, by registered airmail) or by hand, fax or email to the address, fax number or email address below or the address, fax number or email address last notified by the intended recipient to the sender:
 - (i) to the Company: Address: Level 3, 271 Collins Street,

Melbourne, Victoria, 3000

Email: legal@redbubble.com

Attention: General Counsel / Company
Secretary; and

- (ii) to the Shareholder: Address: See Item 2 of Schedule 1
Email: See Item 2 of Schedule 1
Attention: See Item 2 of Schedule 1; and

(c) will be conclusively taken to be duly given or made:

- (i) in the case of delivery in person, when delivered;
- (ii) in the case of delivery by post, two business days after the date of posting (if posted to an address in the same country) or seven business days after the date of posting (if posted to an address in another country); and
- (iii) in the case of email, the earlier of:
 - (A) the time that the sender receives an automated message from the intended recipient's information system confirming delivery of the email;
 - (B) the time that the email is first opened or read by the intended recipient, or an employee or officer of the intended recipient; and
 - (C) two hours after the time the email is sent (as recorded on the device from which the sender sent the email) unless the sender receives, within that two hour period, an automated message that the email has not been delivered,

but if the result is that a Notice would be taken to be given or made:

- (1) in the case of delivery by hand or post, at a time that is later than 5pm;
- (2) in the case of delivery by email, at a time that is later than 7pm;
and
- (3) in any case, on a day that is not a business day,

in the place specified by the intended recipient as its postal address under clause 7(b), it will be conclusively taken to have been duly given or made at the start of business on the next business day in that place.

8 Capacity

If the Shareholder has entered into this Deed as a trustee:

- (a) subject to clause 8(c) and notwithstanding any other provision of this Deed, the Shareholder enters into this Deed only in its capacity as trustee of the trust and in no other capacity. A liability arising under or in connection with this Deed can be enforced against the Shareholder only to the extent that it can be satisfied out of the property of the trust for which the Shareholder is actually indemnified for the liability. The Shareholder will exercise its rights of indemnification in order to satisfy its obligations under this Deed;
- (b) subject to clause 8(c), the Company may not sue the Shareholder in any other capacity other than as trustee in respect of the trust, including seeking the appointment to the Shareholder of a receiver (except in relation to the property of the trustee), liquidator, administrator or any similar person; and

- (c) clauses 8(a) and 8(b) will not apply to any obligation or liability of the Shareholder to the extent that it is not satisfied because under the relevant trust deed or by operation of law, there is a reduction to the extent, or elimination, of the Shareholder's right of indemnification out of the assets of the trust, or the right does not exist at all, as a result of the Shareholder's fraud, negligence, improper performance of duties or breach of trust.

9 General

9.1 Governing law and Jurisdiction

This Deed is governed by the laws of Victoria. In relation to it and related non-contractual matters, each party irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction there and waives any right to object to the venue on any ground.

9.2 Further assurances

Each party agrees to do all things and execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of this Deed and the transactions contemplated by it.

9.3 Waiver and exercise of rights

- (a) No failure to exercise nor any delay in exercising any right, power or remedy by a party operates as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.
- (b) A party may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless this Deed expressly states otherwise.

9.4 Entire agreement

This Deed contains the entire agreement of the parties with respect to its subject matter. It sets out the only conduct, representations, warranties, covenants, conditions, agreements or understandings (collectively **Conduct**) relied on by the parties and supersedes all earlier Conduct by or between the parties with respect to its subject matter.

9.5 Amendment

This Deed may be amended only by another deed executed by all the parties.

9.6 Severability

Any provision of this Deed which is unenforceable or partly unenforceable (including as a result of the Listing Rules) is, where possible, to be severed to the extent necessary to make this Deed enforceable, unless this would materially change the intended effect of this Deed.

9.7 Counterparts

This Deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

Schedule 1**Shareholder details**

Item 1: Name of Shareholder	[*Insert full name and ACN, if applicable, of Seller]
Item 2: Contact Details of Shareholder	Address: [*Insert physical/postal address] Email: [*Insert email address] Attention: [*Insert contact name]



Executed and delivered as a Deed.

Executed as a deed in accordance with
section 127 of the *Corporations Act 2001* by
Redbubble Limited:

Director Signature

Director/Secretary Signature

Print Name

Print Name

[For Australian company]

Executed as a deed in accordance with
section 127 of the *Corporations Act 2001* by
[*insert full name of Seller]:

Director Signature

Director/Secretary Signature

Print Name

Print Name

[For individual]

Signed Sealed and Delivered by **[insert full
name of Seller]** in the presence of:

Witness Signature

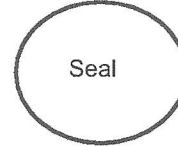
Signature

Print Name



[For foreign corporation]

**Signed Sealed and Delivered by [insert full
name of Seller]** in the presence of:



Signature of Witness

Signature of Authorised Signatory

Name of Witness

Name of Authorised Signatory



ANNEXURE 'C'

This is annexure 'C' of 3 pages (including this page) referred to in Form 603 – Notification of initial substantial holder.

Company name: Redbubble Limited
ACN: 119 200 592

Signed by:



Company Secretary

Paul Gordon
Print Name

Date:

18-5-2016

ANNEXURE 'C'

#	Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
1.	Redbubble Limited	Jellicom Pty Ltd	Jellicom Pty Ltd	47,909,520
2.	Redbubble Limited	Cawsey Superannuation Fund Pty Ltd	Cawsey Superannuation Fund Pty Ltd	8,966,480
3.	Redbubble Limited	Piton Capital Venture Fund li LLP	Piton Capital Venture Fund li LLP	5,537,291
4.	Redbubble Limited	Martin Hosking	Martin Hosking	1,641,880
5.	Redbubble Limited	Denali Venture Partners Fund 1 LP	Denali Venture Partners Fund 1 LP	1,840,240
6.	Redbubble Limited	Teresa Englehard	Teresa Englehard	746,380
7.	Redbubble Limited	Piton Capital Investments Cooperatief B.A	Piton Capital Investments Cooperatief B.A	927,840
8.	Redbubble Limited	Denali Investors Pty Ltd	Denali Investors Pty Ltd	760,000
9.	Redbubble Limited	Corina Davis	Corina Davis	272,000
10.	Redbubble Limited	Denali Venture Partners (Aust)	Denali Venture Partners (Aust)	57,360
11.	Redbubble Limited	Balalaika Pty Ltd	Balalaika Pty Ltd	154,964
12.	Redbubble Limited	Christopher Paul Nunn	Christopher Paul Nunn	57,360
13.	Redbubble Limited	Overan Holdings Pty Ltd	Overan Holdings Pty Ltd	56,000
14.	Redbubble Limited	G & M Murdoch Pty Ltd	G & M Murdoch Pty Ltd	75,187
15.	Redbubble Limited	MXB Holdings LP	MXB Holdings LP	13,541,880
16.	Redbubble Limited	CAVIH No 3 Limited	CAVIH No 3 Limited	8,384,720
17.	Redbubble Limited	CAV Investment Holdings Pty Ltd	CAV Investment Holdings Pty Ltd	8,334,760
18.	Redbubble Limited	Simon Yencken	Simon Yencken	5,890,160
19.	Redbubble Limited	National Nominees Limited	National Nominees Limited	5,609,068
20.	Redbubble Limited	Imperia Investment Group Pty Ltd	Imperia Investment Group Pty Ltd	5,403,304
21.	Redbubble Limited	Australian Direct Investments Pty Limited	Australian Direct Investments Pty Limited	3,259,160
22.	Redbubble Limited	Radiata Investments Pty Ltd	Radiata Investments Pty Ltd	2,866,200
23.	Redbubble Limited	National Nominees Limited	National Nominees Limited	2,453,692
24.	Redbubble Limited	Lonsdale Nominees Pty Ltd	Lonsdale Nominees Pty Ltd	2,408,640
25.	Redbubble Limited	Roland Jabbour	Roland Jabbour	2,028,160
26.	Redbubble Limited	Paul Vanzella	Paul Vanzella	1,905,984
27.	Redbubble Limited	Gatum Pty Ltd	Gatum Pty Ltd	1,881,520
28.	Redbubble Limited	Maris Patricia O'Sullivan	Maris Patricia O'Sullivan	1,608,080
29.	Redbubble Limited	Stan Chudnovsky	Stan Chudnovsky	1,496,272
30.	Redbubble Limited	Peter Boboff	Peter Boboff	1,351,360
31.	Redbubble Limited	Landriza Holdings Pty Ltd	Landriza Holdings Pty Ltd	1,250,200
32.	Redbubble Limited	Crofton Park Developments Pty Ltd	Crofton Park Developments Pty Ltd	1,204,360
33.	Redbubble Limited	Faith Sedlin	Faith Sedlin	1,100,000
34.	Redbubble Limited	O'Brien PF Pty Ltd	O'Brien PF Pty Ltd	1,003,600
35.	Redbubble Limited	Antipodean Nominees Pty Ltd	Antipodean Nominees Pty Ltd	1,003,600
36.	Redbubble Limited	Peter Tomassi	Peter Tomassi	989,600
37.	Redbubble Limited	Robert N Keith	Robert N Keith	973,308
38.	Redbubble Limited	Masha Gold	Masha Gold	675,680
39.	Redbubble Limited	Kloc Nominees Pty Ltd	Kloc Nominees Pty Ltd	675,680
40.	Redbubble Limited	Patronax Pty Ltd	Patronax Pty Ltd	663,988
41.	Redbubble Limited	Brian J Cowley	Brian J Cowley	540,000
42.	Redbubble Limited	Bigeater Pty. Ltd.	Bigeater Pty. Ltd.	517,920
43.	Redbubble Limited	Xavier Russo	Xavier Russo	435,040
44.	Redbubble Limited	Paul Coia	Paul Coia	421,520
45.	Redbubble Limited	Jeanne Lavan	Jeanne Lavan	421,360
46.	Redbubble Limited	Joan Cashion	Joan Cashion	400,000
47.	Redbubble Limited	Dog Funds Pty Ltd	Dog Funds Pty Ltd	397,880
48.	Redbubble Limited	Peter Cebon	Peter Cebon	381,480
49.	Redbubble Limited	Ruston Group Pty Ltd	Ruston Group Pty Ltd	367,080
50.	Redbubble Limited	Peter Cebon & Ella Cebon	Peter Cebon & Ella Cebon	360,000
51.	Redbubble Limited	Information City Victoria Investment Fund Pty Ltd	Information City Victoria Investment Fund Pty Ltd	343,560
52.	Redbubble Limited	Patronax Pty Ltd	Patronax Pty Ltd	309,320
53.	Redbubble Limited	Lloyd William Fleming	Lloyd William Fleming	288,000
54.	Redbubble Limited	Helen Fleming	Helen Fleming	288,000
55.	Redbubble Limited	Mr Zachariah Maurice Ashkanasy	Mr Zachariah Maurice Ashkanasy	259,668

56.	Redbubble Limited	Goodison Consultancy Services (Superannuation) Pty Ltd	Goodison Consultancy Services (Superannuation) Pty Ltd	216,224
57.	Redbubble Limited	Stephen Hosking	Stephen Hosking	215,856
58.	Redbubble Limited	Mmmot Pty Ltd	Mmmot Pty Ltd	181,800
59.	Redbubble Limited	Matthew Gregory Cain	Matthew Gregory Cain	157,560
60.	Redbubble Limited	Mary Anne Chapman	Mary Anne Chapman	145,944
61.	Redbubble Limited	Brendan Kelly	Brendan Kelly	145,944
62.	Redbubble Limited	Kathleen Joanne Cashion	Kathleen Joanne Cashion	139,608
63.	Redbubble Limited	Warren Leslie Mundy	Warren Leslie Mundy	135,120
64.	Redbubble Limited	John Joseph Kelly	John Joseph Kelly	135,120
65.	Redbubble Limited	James Simonsen	James Simonsen	135,120
66.	Redbubble Limited	Yulgilbar Custodians Pty Ltd	Yulgilbar Custodians Pty Ltd	130,660
67.	Redbubble Limited	Kevin Francis Kelly	Kevin Francis Kelly	120,000
68.	Redbubble Limited	Eileen Kelly	Eileen Kelly	108,096
69.	Redbubble Limited	John William Moloney Heath	John William Moloney Heath	105,120
70.	Redbubble Limited	Ed Redman	Ed Redman	80,000
71.	Redbubble Limited	Boreatton Pty Ltd	Boreatton Pty Ltd	45,040
72.	Redbubble Limited	Laurie Briggs	Laurie Briggs	40,000
73.	Redbubble Limited	Paul Tontodonati	Paul Tontodonati	38,762
74.	Redbubble Limited	Zezan Tam	Zezan Tam	43,750
75.	Redbubble Limited	Stephen Auyeung	Stephen Auyeung	13,100
76.	Redbubble Limited	Jason Ellis Pty Ltd	Jason Ellis Pty Ltd	10,400

ANNEXURE 'D'

This is annexure 'D' of 3 pages (including this page) referred to in Form 603 – Notification of initial substantial holder.

Company name: Redbubble Limited
ACN: 119 200 592

Signed by:



Company Secretary

Paul Gordon
Print Name

Date:

18-5-2016

ANNEXURE 'D'

#	Name	Address
1.	Redbubble Limited	Level 3, 271 Collins Street, Melbourne, Vic, 3000
2.	Jellicom Pty Ltd	C/- Redbubble Limited, Level 3, 271 Collins Street, Melbourne, Vic, 3000
3.	Cawsey Superannuation Fund Pty Ltd	Suite 303, 105 Pitt Street, Sydney, NSW, 2000
4.	Piton Capital Venture Fund Li LLP	Venture House 27-29 Glasshouse Street, 5th Floor, London, W1 B 5DF United Kingdom, GBR
5.	Martin Hosking	C/- Redbubble Limited, Level 3, 271 Collins Street, Melbourne, Vic, 3000
6.	Denali Venture Partners Fund 1 LP	C/- Denali Venture Partners Management 1 LLC, 1235 Laurel Street, Apartment 1, Menlo Park CA 94025, USA
7.	Teresa Engelhard	7 Baines Place, Lyneham, ACT, 2602
8.	Piton Capital Investments Cooperatief B.A	8 Jan Van Goyenkade, Amsterdam, 1075 HP, The Netherlands, NLD
9.	Denali Investors Pty Ltd	Suite 303, 105 Pitt Street, Sydney, NSW, 2000
10.	Barry Newstead	C/- Redbubble Limited, Level 3, 271 Collins Street, Melbourne, Vic, 3000
11.	Corina Davis	421 Walnut Street, San Francisco, CA, 94118, USA
12.	Denali Venture Partners (Aust)	Suite 303, 105 Pitt Street, Sydney, NSW, 2000
13.	Balalaika Pty Ltd	10 Briggs Street, Caulfield, VIC, 3162
14.	Robert Baumert	223 Carlyn Avenue, Campbell, CA, 95008, USA
15.	Chris Nunn	455 Esplanade, Mt Martha, VIC, 3934
16.	Grant Murdoch	C/- Redbubble Limited, Level 3, 271 Collins Street, Melbourne, Vic, 3000
17.	Stephanie Tilenius	C/- Redbubble Limited, Level 3, 271 Collins Street, Melbourne, Vic, 3000
18.	MXB Holdings LP	387 Tehama Street, San Francisco, CA, 94103, USA
19.	CAVIH No 3 Limited	Apartment 01b, 3 Avenue De L'annonciade, 98000, Monaco
20.	CAV Investment Holdings Pty Ltd	PO BOX 548, East Melbourne, VIC, 8002
21.	Simon Yencken	1800 Guirida Street, Palo Alto, CA, 94303, USA.
22.	National Nominees Limited	C/- Acom Capital, Level 12, 90 Collins Street, Melbourne, VIC, 3000
23.	Imperia Investment Group Pty Ltd	Level 3, 60 City Road, Southbank, VIC, 3006
24.	Australian Direct Investments Pty Limited	123 Windsor Street, Paddington, NSW, 2021
25.	Radiata Investments Pty Ltd	GPO BOX 1236, Hobart, TAS, 7001
26.	National Nominees Limited	C/- Acom Capital, Level 12, 90 Collins Street, Melbourne, VIC, 3000
27.	Lonsdale Nominees Pty Ltd	Apt 2305, 7 Riverside Quay, Southbank, VIC, 3006
28.	Roland Jabbour	PO BOX 180, Collins Street, West-Melbourne VIC, 8007
29.	Paul Vanzella	Level 1, 137 Brunswick Street, Fitzroy, VIC, 3065
30.	Gatum Pty Ltd	53 Cobby Street, Campbell, ACT, 2612
31.	Maris Patricia O'sullivan	1A Eunson Avenue, Northcote, VIC, 3070
32.	Stan Chudnovsky	2319 Easton Drive, Boilingame, CA, 94010, USA
33.	Peter Boboff	3450 Sacramento Street, #623, San Francisco, CA, 94118, USA
34.	Landriza Holdings Pty Ltd	15 Clive Street, Alphington, VIC, 3078
35.	Crofton Park Developments Pty Ltd	Level 39, 55 Collins Street, Melbourne, VIC, 3000
36.	Faith Sedlin	703 San Bruno Avenue, San Francisco, CA, 94107, USA
37.	O'Brien PF Pty Ltd	Suite 511, 1 Queens Road, Melbourne, VIC, 3004
38.	Antipodean Nominees Pty Ltd	6 Watts Parade, Mt Eliza, VIC, 3930
39.	Peter Tomassi	2632 Bryant Street, San Francisco, CA, 94110, USA
40.	Robert N Keith	Flat 5, 20 Charles Street, London, W1 J 5DT United Kingdom, GBR
41.	Masha Gold	37 Adelaide Street, Armadale, VIC, 3143
42.	Kloc Nominees Pty Ltd	PO Box 2411, Caulfield Junction, VIC, 3161
43.	Patronax Pty Ltd	2 Roseville Road, Mosman, NSW, 2088
44.	Brian J Cowley	20 Walnut Avenue, Mill Valley, CA, 94941, USA
45.	Bigeater Pty. Ltd.	Level 5, 71 Collins Street, Melbourne, VIC, 3000
46.	Xavier Russo	4 Grenhilda Road, Rosanna, VIC, 3084
47.	Paul Coia	112 Perry Street, Fairfield, VIC, 3078
48.	Jeanne Lavan	873 Newell Place, Palo Alto, CA, 94941, USA
49.	Joan Cashion	100 Leeds Road, Mt Waverley, VIC, 3149
50.	Dog Funds Pty Ltd	Unit 7/11, Beach St, Port Melbourne, VIC, 3207
51.	Peter Cebon	57 Denbigh Road, Armadale, VIC, 3143
52.	Ruston Group Pty Ltd	4 Grenhilda Road, Rosanna, VIC, 3084
53.	Peter Cebon & Ella Cebon	57 Denbigh Road, Armadale, VIC, 3143
54.	Information City Victoria Investment Fund Pty Ltd	C/- Tcg Pty Ltd, Po Box 978, Strawberry Hills, NSW, 2012

55.	Patronax Pty Ltd	2 Rosherville Road, Mosman, NSW, 2088
56.	Lloyd William Fleming	42 St Bartholomews Court, Cambridge, CB5 8HGUnited Kingdom
57.	Helen Fleming	42 St Bartholomews Court, Cambridge, CB5 8HGUnited Kingdom
58.	Zachariah Maurice Ashkanasy	34 Gadd Street, Northcote, VIC, 3070
59.	Goodison Consultancy Services (Superannuation) Pty Ltd	21 Charteris Drive, Ivanhoe East, VIC, 3079
60.	Stephen Hosking	3 Kiama Street, Redwood Park, SA, 5097
61.	Mmmot Pty Ltd	C/- E L & C Baillieu (Logic), PO BOX 48, Collins Street West, VIC, 8007
62.	Matthew Gregory Cain	3 Cockaigne Street, Doncaster, VIC, 3108
63.	Mary Anne Chapman	18 Holyrood Street, Camberwell, VIC, 3124
64.	Brendan Kelly	6 Ronald Crescent, Marino, SA, 5049
65.	Kathleen Joanne Cashion	180 Beaconsfield Parade, Northcote, VIC, 3070
66.	Warren Leslie Mundy	PO Box 165, Jamison Centre, ACT, 2614
67.	John Joseph Kelly	15 Uplands Avenue, Lakes Entrance, VIC, 3909
68.	James Simonsen	17 Woorigoleen Drive, Keilor East, VIC, 3033
69.	Yulgilbar Custodians Pty Ltd	Level 7, 171 Collins Street, Melbourne, VIC, AUS, 3000
70.	Kevin Francis Kelly	45 Tarwin Street, Morwell, VIC, 3840
71.	Eileen Kelly	33 Latrobe Road, Morwell, VIC, 3840
72.	John William Moloney Heath	62 James Street Leichhardt, NSW, 2040
73.	Ed Redman	4/39 Studley Park Road, Kew VIC, 3101
74.	Boreatton Pty Ltd	23 Waterloo Street, Camberwell, VIC, 3124
75.	Laurie Briggs	3204 Fairview Avenue, Alameda, CA, 94501, USA
76.	Paul Tontodonati	91 Grandview Road, Wheelers Hill, VIC, 3150
77.	Zezan Tam	1101/7 Katherine Place Melbourne VIC 3000
78.	Stephen Auyeung	5 Gardiner Court, Orinda, CA, 94563, USA
79.	Jason Ellis Pty Ltd	38 Benalla Avenue, Eynesbury, VIC, 3338