

Form 605

Corporations Act 2001
Section 671B

Notice of ceasing to be a substantial holder

To Company Name/Scheme Eclix Group Limited

ACN/ARSN 131 557 901

1. Details of substantial holder (1)

Ironbridge Capital II A Pty Limited ACN 120 210 175 as trustee for the Ironbridge Fund II A
Ironbridge Capital II B Pty Limited ACN 120 210 157 as trustee for the Ironbridge Fund II B
Clantern Holdings B.V.
Ironbridge Capital II GP Limited, acting in its capacity of general partner of Ironbridge Fund II LP
Ironbridge II Luxembourg Holdings S.a.r.l.

ACN/ARSN (if applicable) See above

The holder ceased to be a substantial holder on 14/12/2016

The previous notice was given to the company on 10/05/2016

The previous notice was dated 12/05/2016

2. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest (2) of the substantial holder or an associate (3) in voting securities of the company or since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (4)	Consideration given in relation to change (5)	Class (6) and number of securities affected	Person's voted affected
19/5/2016	Ironbridge Capital II A Pty Limited as trustee for the Ironbridge Fund II A Ironbridge Capital II B Pty Limited as trustee for the Ironbridge Fund II B Clantern Holdings B.V. Ironbridge II Luxembourg Holdings S.a.r.l. Ironbridge Capital II GP Limited, acting in its capacity of general partner of Ironbridge Fund II LP	Diluted, due to non-participation in a new issue by the Company – consideration shares.	-	-	21,579,974
30/06/2016	Ironbridge Capital II A Pty Limited as trustee for the Ironbridge Fund II A Ironbridge Capital II B Pty Limited as trustee for the Ironbridge Fund II B Clantern Holdings B.V. Ironbridge II Luxembourg Holdings S.a.r.l. Ironbridge Capital II GP Limited, acting in its capacity of general partner of Ironbridge Fund II LP	Diluted, due to non-participation in a new issue by the Company – dividend reinvestment plan.	-	-	21,579,974
14/12/2016	Ironbridge Capital II A Pty Limited as trustee for the Ironbridge Fund II A	Sale of ordinary shares in accordance with a Block Trade Agreement dated 14 December 2016, attached as Annexure A	A\$3.69 per share	1,455,235 ordinary shares	1,455,235

14/12/2016	Ironbridge Capital II B Pty Limited as trustee for the Ironbridge Fund II B	Sale of ordinary shares in accordance with a Block Trade Agreement dated 14 December 2016, attached as Annexure A	A\$3.69 per share	1,455,235 ordinary shares	1,455,235
14/12/2016	Clantern Holdings B.V. Ironbridge II Luxembourg Holdings S.a.r.l. Ironbridge Capital II GP Limited, acting in its capacity of general partner of Ironbridge Fund II LP	Sale of ordinary shares in accordance with a Block Trade Agreement dated 14 December 2016, attached as Annexure A	A\$3.69 per share	5,489,530 ordinary shares	5,489,530

3. Changes in association

The persons who have become associates (3) of, ceased to be associates of, or have changed the nature of their association (7) with, the substantial holder in n voting interests in the company or scheme are as follows:

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

4. Addresses

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

Name	Address
Ironbridge Capital II A Pty Limited as trustee for the Ironbridge Fund II A	Level 17, 1 Bligh Street, Sydney NSW 2000
Ironbridge Capital II B Pty Limited as trustee for the Ironbridge Fund II B	Level 17, 1 Bligh Street, Sydney NSW 2000
Clantern Holdings B.V.	Prins Bernhardplein 200, 1097 JB Amsterdam, The Netherlands
Ironbridge Capital II GP Limited, acting in its capacity of general partner of Ironbridge Fund II LP	89 Nexus Way, Camana Bay, Grand Cayman KY1-9008, Cayman Islands

Signature

print name Stuart Mitchell

Capacity C.F.O

sign here



date 15 / 12 / 16

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 4 of the form.
- (2) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (3) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (4) Include details of:
 - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. 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.
- (5) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
- (6) The voting shares of a company constitute one class unless divided into separate classes.
- (7) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

COMMERCIAL-IN-CONFIDENCE

14 December 2016

The Ironbridge Shareholders as listed in Schedule 1 (each a **Vendor**)

Dear Sirs

Sale of Shares in Eclipx Group Limited (ACN 131 557 901)

1. INTRODUCTION

This agreement sets out the terms and conditions upon which the Vendors as listed in Schedule 1 engage UBS AG, Australia Branch (ABN 47 088 129 613) (**Lead Manager**) to dispose of 8,400,000 existing fully paid ordinary shares in Eclipx Group Limited (ACN 131 557 901) (**Company**) held by the Vendors (**Sale Shares**) (**Sale**) and the Lead Manager agrees to procure the disposal of the Sale Shares and to provide underwriting thereof, subject to clause 2, in accordance with the terms of this agreement.

2. SALE OF SHARES

2.1 Sale

The Vendors agree to sell the Sale Shares and the Lead Manager agrees to:

- (a) manage the sale of the Sale Shares by procuring purchasers for the Sale Shares at the price of A\$3.69 per Sale Share or a greater price agreed by the parties in writing (**Sale Price**); and
- (b) subject to clause 2.7, to underwrite the sale of the Sale Shares by purchasing at the Sale Price per Sale Share the Sale Shares which have not been purchased by third party purchasers (or the Lead Manager's related bodies corporate or Affiliates) in accordance with clause 2.1(a) as at 9:45am on the Trade Date (as defined in Schedule 2) (or such time as the parties agree in writing) (**Balance Shares**),

in accordance with the terms of this agreement. The Lead Manager acknowledges and agrees that the identity of purchasers, and the offers to them, must comply with the requirements of this clause 2 and, subject to the foregoing, may include the Lead Manager's respective related bodies corporate and Affiliates (as defined in clause 12.5).

2.2 Payment

The Lead Manager shall procure that the sale of the Sale Shares under clause 2.1 shall be effected:

- (a) subject to clause 2.2(b), by 9.45am on the Trade Date (as defined in the Timetable in Schedule 2), by way of one or more special crossings (in accordance with the Operating Rules of ASX) at the Sale Price, with settlement to follow on a T+2 basis in accordance with the ASX Settlement Operating Rules (**Settlement Date**); and
- (b) In respect of any Restricted Shares (as defined in clause 2.7), in accordance with clause 2.8.

2.3 Sale Shares

Subject to clause 11, by 10.30am on the Settlement Date, the Lead Manager shall arrange for the payment to each Vendor, or as each Vendor directs, of an amount equal to:

- (a) the Sale Price multiplied by the number of Sale Shares being sold by that Vendor (such amount to include the Advance Amount (if any) payable under clause 2.8); less
- (b) the Vendor's Respective Proportion (as defined below) of any fees payable under clause 4 (together with any GST payable on those fees),

by transfer to each Vendor's account for value (in cleared funds) against delivery of the Sale Shares being sold by the relevant Vendor. For the purposes of this Agreement, the **Respective Proportion** for each Vendor equals the Sale Shares being sold by the Vendor divided by the total number of Sale Shares.

2.4 Timetable

The Lead Manager must conduct the Sale in accordance with the timetable set out in Schedule 2 (**Timetable**) (unless the Vendors consent in writing to a variation).

2.5 Account Opening

On or before the Trade Date, the Lead Manager or its nominated Affiliate will (where relevant) open an account in the names of the Vendors in accordance with its usual practice, and do all such things necessary to enable it to act as Lead Manager to sell the Sale Shares in accordance with this agreement.

2.6 Manner of Sale

- (a) **Exempt investors and permitted jurisdictions.** The Lead Manager will conduct the Sale by way of an offer only to persons:
 - (i) If in Australia, who do not need disclosure under Part 6D.2 of the Corporations Act 2001 (Cth) (**Corporations Act**);
 - (ii) If outside Australia, to institutional and professional investors in the Permitted Jurisdictions (as defined below) but not elsewhere (other than the United States in accordance with this agreement) to whom offers for sale of securities may lawfully be made without requiring the preparation, delivery, lodgement or filing of any prospectus or other disclosure document or any other lodgement, registration or filing with, or approval by, a government agency (other than any such requirement with which the Vendors, in their sole and absolute discretion, are willing to comply), as determined by agreement in writing between the Vendors and the Lead Manager; and

- (III) in accordance with the foreign offer restrictions provided to the Lead Manager before the execution of this agreement.

Permitted Jurisdictions means Belgium, Denmark, France, Germany, Hong Kong, Ireland, Italy, Luxembourg, Netherlands, New Zealand, Norway, Singapore, Sweden, Switzerland, United Arab Emirates (excluding Dubai International Financial Centre) and United Kingdom.

- (b) **Investor agreements.** The Lead Manager will ensure that investors that purchase Sale Shares (other than any Restricted Shares sold in regular brokered transactions on the ASX in accordance with clause 2.8(d)) confirm, including through deemed representations and warranties:
 - (I) their status as an investor meeting the requirements of this clause 2.6 and clause 2.9;
 - (II) that they are able to make the relevant purchase in compliance with all relevant laws and regulations (including the takeover and insider trading provisions of the Corporations Act and the Foreign Acquisitions and Takeovers Act 2015 (Cth) and related policy); and
 - (III) that their bids constitute irrevocable acceptances of the Vendor's offers to sell Sale Shares, conditional only upon the Lead Manager sending a confirmation of the relevant allocation to the Vendor referred to in clause 3.2(b)(I) (with the applicable agreement being formed when and in the place where that Vendor receives such communication).
- (c) **Allocations, Conduct and methodology.** Allocations of the Sale Shares to purchasers will be made by the Lead Manager in its sole and absolute discretion, provided that:
 - (I) the Vendors and their advisers are to be given all reasonable access to feedback from prospective and targeted participants; and
 - (II) the Lead Manager must give regular information to the Vendors and their advisers about the progress of the Sale, including information as to the Lead Manager's current views on demand and allocation, through meetings or teleconferences, and in any event must provide such information upon reasonable request by the Vendors or their advisers.
- (d) **Confirmation letter.** The Lead Manager agrees it will only sell the Sale Shares (other than any Restricted Shares sold in regular brokered transactions on the ASX in accordance with clause 2.8(d)) to persons specified in clause 2.9(b) that execute a letter on or prior to the Settlement Date in the form agreed in writing by the Vendors (acting reasonably) and the Lead Manager (and as may be amended by mutual agreement in writing, such agreement not to be unreasonably withheld or delayed) (**Confirmation Letter**).

2.7 Principal Shares

Notwithstanding anything else in this Agreement the number of Sale Shares which must be purchased by the Lead Manager under the terms of this Agreement (**Principal Shares**) will be the lesser of:

- (a) the Balance Shares; and

- (b) the maximum number of the Sale Shares that can be sold to the Lead Manager without:
 - (i) the Lead Manager or any of its Affiliates being obliged to notify the Treasurer of Australia of a "notifiable action" under the Foreign Acquisitions and Takeovers Act 2015 (Cth) (**FATA**); or
 - (ii) breach by the Lead Manager or any of its associates of section 606 of the Corporations Act 2001 (Cth) (**Corporations Act**).

The Lead Manager warrants that the information it provides to the Vendors to enable them to calculate the number of Principal Shares in accordance with this clause 2.7 will, at the time it is given, be accurate. If the number of Principal Shares is less than the number of Balance Shares (such difference to be referred to in this Agreement as the **Restricted Shares**), the Vendors agree to retain any Restricted Shares on a pro rata basis, subject to the terms of this Agreement.

2.8 Restricted Shares

- (a) **Advance Amount.** Subject to clause 11, by 3:00pm on the Settlement Date, the Lead Manager must advance to the Vendors in their Respective Proportions an amount equal to the number of Restricted Shares (if any) multiplied by the Sale Price (**Advance Amount**). No interest will be payable on the Advance Amount. Each Vendor must only repay their Respective Proportion of the Advance Amount from and to the extent that each Vendor receives the proceeds of sale of the Restricted Shares. The outstanding Advance Amount will not be repayable in any circumstances in respect of Restricted Shares not sold by the End Date (as defined in clause 2.8(c) below) and the agency provided for in clause 2.8(c) will terminate at that time or at such earlier time when all Restricted Shares have been sold.
- (b) **Repayment.** The Lead Manager will automatically apply any proceeds of sale of the Restricted Shares as agent against repayment of the Advance Amount by the Vendors (on a pro rata basis), immediately upon receipt of those proceeds.
- (c) **Restricted Shares.** If there are Restricted Shares, then the Lead Manager will sell, as agent for the Vendors, in the ordinary course of the Lead Manager's business, the Restricted Shares by the date that is 30 Business Days after the Trade Date (**End Date**). The Vendors must comply with directions of the Lead Manager to transfer Restricted Shares (in their Respective Proportions) in order to settle any such sale, provided that all sales must be effected by 7.00 pm on the End Date;
- (d) **Execution of sale of Restricted Shares.** The Lead Manager agrees that the sale of the Restricted Shares will be effected by way of one or more special crossings in accordance with the Operating Rules of the ASX and the ASX Settlement Operating Rules, and/or by way of one or more regular brokered transactions on the ASX on the condition that neither it, nor any person acting on its behalf, knows, or has reason to know, that the sale has been pre-arranged with, or that the purchaser is, a person in the United States. Settlement of Restricted Shares sold in this manner will occur on a T + 2 basis (where T represents the date on which the relevant share was sold).
- (e) **Indemnity for Restricted Shares.** The Lead Manager must indemnify the Vendors for any shortfall between the actual price received for each Restricted Share sold (if any) as agent and the Sale Price in accordance with clause 2.8(c). Any such indemnified amount is to be paid to the Vendors on settlement in accordance with clause 2.8(d).
- (f) **Interest in Restricted Shares.** The parties acknowledge that the Lead Manager does not acquire any interest in the Restricted Shares (if any) or any rights in them

(by way of security or otherwise) in respect of them except as agent for the sale of those shares.

2.9 U.S. Securities Act

The Sale Shares shall only be offered and sold:

- (a) to persons that are not in the United States and are not acting for the account or benefit of persons in the United States in "offshore transactions" (as defined in Rule 902(h) under the U.S. Securities Act of 1933 (**U.S. Securities Act**)) in reliance on Regulation S under the U.S. Securities Act (**Regulation S**); and
- (b) to persons in the United States or who are acting for the account or benefit of persons in the United States (i) whom the Lead Manager reasonably believes to be qualified institutional buyers (**QIBs**), as defined in Rule 144A under the U.S. Securities Act, in transactions exempt from the registration requirements of the U.S. Securities Act pursuant to Rule 144A or another available exemption from registration thereunder; or (ii) that are dealers or other professional fiduciaries organised, incorporated or (if an individual) resident in the United States that are acting for an account (other than an estate or trust) held for the benefit or account of persons that are not "U.S. persons" (as defined in Regulation S) for which they have, and are exercising, investment discretion within the meaning of Rule 902(k)(2)(i) of Regulation S (**Eligible U.S. Fund Managers**) in reliance on Regulation S.

3. OFFER AND ACCEPTANCE

3.1 Offer

By the Vendors executing this Agreement and providing a copy of the Agreement, for execution, to the Lead Manager, the Vendors offer to enter into this Agreement, including offering to sell to the Lead Manager the Balance Shares (if any) the subject of clause 2.1(b) (but subject to clause 2.7) in accordance with the terms and conditions set out in this Agreement.

3.2 Acceptance of Offer

- (a) By the Lead Manager executing this Agreement or a counterpart of this Agreement and complying with clause 3.2(b) the Lead Manager accepts the offer set out in clause 3.1.
- (b) This offer can only be accepted by the Lead Manager:
 - (i) sending to Clatern Holdings B.V. (**Clatern**) to the email address for that entity described in Schedule 1, a scanned image of the Lead Manager's completed signature block as an attachment to an email which states that provision of that attachment constitutes acceptance of the terms of this Agreement; and
 - (ii) immediately forwarding a copy of that email (including its attachment) to the Vendor's solicitors as described in Schedule 1.

3.3 Formation

- (a) The parties agree that this Agreement is formed when and in the place where Clatern receives communication of the Lead Manager's acceptance of the offer in accordance with clause 3.2(b)(i).

- (b) This Agreement binds the Lead Manager and the Vendors Immediately upon Clatern receiving the Lead Manager's acceptance of the Vendor's offer in accordance with clause 3.2(b).

4. FEES AND COSTS

- (a) In consideration of performing its obligations under this agreement the Lead Manager shall be entitled to such fees as the parties agree.
- (b) The parties will each bear their own legal costs (if any) and all their other out-of-pocket expenses (if any) in connection with this agreement and the transactions contemplated by it.

5. GST

5.1 Input Tax Credit

Any fees which the parties agree to be payable to the Lead Manager and any other amounts payable to the Lead Manager under this Agreement are to be agreed and calculated to be exclusive of GST. However, if any amounts payable to the Lead Manager under this Agreement are calculated by reference to a cost or expense incurred by the Lead Manager, the amount payable to the Lead Manager under any other provision of this Agreement must be reduced by the amount of any input tax credit to which the Lead Manager reasonably determines it (or the representative member of the same GST group of which the Lead Manager is a member) is entitled for an acquisition in connection with that cost or expense.

5.2 Tax Invoice

If any supply made under this Agreement is a taxable supply, the entity making the taxable supply (**Supplier**) must issue a valid tax invoice to the party providing the consideration for that taxable supply (**Recipient**). The tax invoice issued by the Supplier must comply with GST law and it should set out in detail (but not be limited to) the nature of the taxable supply, the consideration attributable to the taxable supply, the amount of GST payable by the Supplier in connection with the taxable supply and any other details reasonably requested by the Recipient. The GST amount means, in relation to a taxable supply, the amount of GST for which the Supplier is liable in respect of the taxable supply (**GST Amount**).

5.3 Gross up for GST

If GST is payable on any supply made under this Agreement for which the consideration is not expressly stated to include GST, the Recipient must pay an additional amount on account of the GST.

5.4 Timing of Payment

Subject to receipt of a valid tax invoice, the Recipient must pay the GST Amount in connection with a taxable supply made by the Supplier to the Recipient at the same time that the Recipient must provide the consideration for that taxable supply (under the other provisions of this Agreement), or if later, within 5 business days of the Recipient receiving a tax invoice for that taxable supply.

5.5 Payment Differences

If the GST payable by the Supplier in connection with the taxable supply differs from the GST Amount paid by the Recipient under this clause, the Supplier must repay any excess to the Recipient or the Recipient must pay any deficiency to the Supplier, as appropriate within 5 business days of the Supplier providing the Recipient with a written notification regarding the difference in the GST payable. Where the difference in the GST payable results from an

adjustment event, the written document provided by the Supplier under this clause must include an adjustment note or tax invoice as required by the GST law.

5.6 **Defined Terms**

The references to "GST" and other terms used in this Agreement (except "Supplier", "Recipient" and "GST Amount") have the meaning given to those terms by the A New Tax System (Goods and Services Tax) Act 1999 (as amended from time to time). However, any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause 5.

5.7 **References**

A reference to something done (including a supply made) by a party includes a reference to something done by any entity through which that party acts.

6. **REPRESENTATIONS AND WARRANTIES**

6.1 **Representations and warranties by Vendors**

As at the date of this agreement and on each day until and including the Settlement Date (or in the case where clause 2.7 applies in respect of the Lead Manager, 3 Business Days after the End Date), each Vendor represents and warrants to the Lead Manager that each of the following statements is true, accurate and not misleading.

- (a) **(body corporate)** it is a body corporate validly existing and duly established under the laws of its place of incorporation;
- (b) **(capacity)** it has full legal capacity and power to enter into this agreement and to carry out the transactions that this agreement contemplates;
- (c) **(authority)** it has taken, or will have taken by the time required, all corporate action that is necessary or desirable to authorise its entry into this agreement and its carrying out of the transactions that this agreement contemplates;
- (d) **(agreement effective)** this agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms;
- (e) **(ownership, encumbrances)** it is the registered holder and sole legal owner of the Sale Shares noted against its name in Schedule 1 and will transfer the full legal and beneficial ownership of those Sale Shares free and clear of all liens, charges, security interests, claims, equities and pre-emptive rights, subject to registration of the transferee(s) in the register of shareholders of the Company;
- (f) **(Sale Shares)** following sale by it, the Sale Shares will rank equally in all respects with all other outstanding ordinary shares of the Company, including their entitlement to dividends;
- (g) **(power to sell)** it has the corporate authority and power to sell its Sale Shares under this agreement and no person has a conflicting right, whether contingent or otherwise, to purchase or to be offered for purchase its Sale Shares;
- (h) **(no insider trading offence)** at the time of execution of this Agreement by the Vendor, the sale of the Sale Shares will not constitute a violation by it of Division 3 of Part 7.10 of the Corporations Act;
- (i) **(control)** it does not control the Company (for the purposes of this clause "control" having the meaning given in s50AA of the Corporations Act);

- (j) **(trustee)** where it is a trustee of a trust, it has been validly appointed as trustee of that trust, there is no current proposal to replace it as trustee of that trust and it has the right to be indemnified out of the assets of that trust;
- (k) **(breach of law)** it will perform its obligations under this Agreement so as to comply with all applicable laws in Australia, including in particular the Corporations Act and the FATA, the United States of America and the Permitted Jurisdictions (as defined in clause 2.6(a));
- (l) **(no short selling)** it has a presently exercisable and unconditional right to vest the Sale Shares in a buyer as contemplated by section 1020B(2) of the Corporations Act;
- (m) **(Investor status)** it is a 'wholesale client' under section 761G(7) of the Corporations Act;
- (n) none of it, any of its Affiliates or any person acting on behalf of any of them (other than the Lead Manager or its Affiliates or any person acting on behalf of any of them, as to whom it makes no representation) has offered or sold, or will offer or sell, any of the Sale Shares in the United States, using any form of "general solicitation" or "general advertising" within the meaning of Rule 502(c) under the U.S. Securities Act;
- (o) with respect to those Sale Shares sold in reliance on Regulation S, none of it, any of its Affiliates, or any person acting on behalf of any of them (other than the Lead Manager or its Affiliates or any person acting on behalf of any of them, as to whom it makes no representation) has engaged or will engage in any "directed selling efforts" (as that term is defined in Rule 902(c) under the U.S. Securities Act);
- (p) to the best of its knowledge, the Company is a "foreign private issuer" as defined in Rule 405 under the U.S. Securities Act and there is no "substantial U.S. market interest" (as defined in Rule 902(j) under the U.S. Securities Act) in the Sale Shares or any security of the same class or series as the Sale Shares;
- (q) neither it nor any of its Affiliates has taken or will take, directly or indirectly, any action designed to, or that might reasonably be expected to, cause or result in the stabilisation or manipulation of the price of the Sale Shares in violation of any applicable law;
- (r) none of it, any of its Affiliates or any person acting on behalf of any of them (other than the Lead Manager or its Affiliates or any person acting on behalf of any of them, as to whom it makes no representation or warranty), has solicited any offer to buy, offered to sell or sold, and none of them will solicit any offer to buy, offer to sell or sell in the United States or to, or for the account or benefit of, any person in the United States any security which could be integrated with the sale of the Sale Shares in a manner that would require the offer and sale of the Sale Shares to be registered under the U.S. Securities Act;
- (s) subject to compliance by the Lead Manager with its obligations under clauses 6.2(g) to 6.2(l) of this Agreement, it is not necessary to register the offer and sale of the Sale Shares, and the initial resale by the Lead Manager of the Sale Shares purchased by the Lead Manager under clause 2.1(b) (if any), in the manner contemplated by this Agreement under the U.S. Securities Act, it being understood that it makes no representation or warranty about any subsequent resale of the Sale Shares;
- (t) to the best of its knowledge, the Company is not and, solely after giving effect to the offering and sale of the Sale Shares, will not be, required to register as an "investment company" under U.S. Investment Company Act of 1940;

- (u) to the best of its knowledge, the Sale Shares are eligible for resale pursuant to Rule 144A and are not of the same class as securities listed on a national securities exchange registered under Section 6 of the U.S. Securities Exchange Act of 1934 (**Exchange Act**) or quoted in a U.S. automated interdealer quotation system; and
- (v) to the best of its knowledge, the Company is exempt from reporting under Section 13 or 15(d) of the Exchange Act pursuant to Rule 12g3-2(b) thereunder.

6.2 **Representations and warranties of Lead Manager**

As at the date of this Agreement and on each day until and including the Settlement Date (or in the case where clause 2.7 applies in respect of the Lead Manager, 3 Business Days after the End Date), the Lead Manager represents to the Vendors that each of the following statements is correct.

- (a) **(body corporate)** It is a body corporate validly existing and duly established and duly incorporated under the laws of its place of incorporation;
- (b) **(capacity)** it has full legal capacity and power to enter into this Agreement and to carry out the transactions that this Agreement contemplates;
- (c) **(authority)** it has taken, or will have taken by the time required, all corporate action that is necessary or desirable to authorise its entry into this Agreement and its carrying out of the transactions that this Agreement contemplates;
- (d) **(licences)** it holds all licences, permits and authorities necessary for it to fulfil its obligations under this agreement and has complied with the terms and conditions of the same in all material respects;
- (e) **(agreement effective)** this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms;
- (f) **(breach of law)** the Lead Manager will perform its obligations under this agreement (and ensure, in relation to the Sale, that its related bodies corporate and Affiliates act in a manner) such that the Sale shall comply with applicable restrictions in the Permitted Jurisdictions (including in particular the Corporations Act and the FATA and related policy); provided that the Lead Manager will not be in breach of this warranty to the extent that any breach is caused or contributed to by an act or omission of a Vendor which constitutes a breach by a Vendor of its representations, warranties and undertakings in clause 6.1;
- (g) It is a QIB or is not in the United States;
- (h) It acknowledges that the offer and sale of the Sale Shares have not been and will not be registered under the U.S. Securities Act and may not be offered or sold in the United States or to, or for the account or benefit of, persons in the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act;
- (i) none of it, its Affiliates nor any person acting on behalf of any of them has solicited offers for or offered to sell, and none of them will solicit offers for, or offer or sell, the Sale Shares in the United States, using any form of "general solicitation" or "general advertising" within the meaning of Rule 502(c) under the U.S. Securities Act;
- (j) all offers and sales of the Sale Shares in the United States by it and any of its Affiliates will be effected through its U.S. broker-dealer Affiliates;

(k) it, its Affiliates and any person acting on behalf of any of them has offered and sold the Sale Shares, and will offer and sell the Sale Shares:

- (I) in the United States or to, or for the account or benefit of, persons in the United States, only (A) to a limited number of persons that it reasonably believes to be QIBs in transactions exempt from the registration requirements of the U.S. Securities Act under Rule 144A or another available exemption from registration thereunder, or (B) to Eligible U.S Fund Managers, in reliance on Regulation S; and
- (II) to persons that are not in the United States and are not acting for the account or benefit of, persons in the United States in "offshore transactions" (as defined in Rule 902(h) under the U.S. Securities Act) in accordance with Regulation S,

and, in each case, has only sold and will only sell the Sale Shares to persons that have executed a Confirmation Letter (as defined in clause 2.6(d));

- (l) with respect to those Sale Shares sold in reliance on Regulation S, none of it, its Affiliates nor any person acting on behalf of any of them has engaged or will engage in any "directed selling efforts" (as that term is defined in Rule 902(c) under the U.S. Securities Act);
- (m) neither it nor any of its Affiliates has taken or will take, directly or indirectly, any action designed to, or that might reasonably be expected to, cause or result in the stabilisation or manipulation of the price of the Sale Shares in violation of any applicable law; and
- (n) it will only invite investors to buy the Sale Shares if those investors have received an invitation to participate in the Sale in a form approved in advance by the Vendors.

6.3 Moratorium

- (a) Each Vendor represents and warrants that it will not, unless otherwise waived by the Lead Manager in writing, from the date of this agreement until 4.30pm on the 30th calendar day starting from the date of this agreement (the "Escrow Period"), Deal in all or any of the fully paid ordinary shares held by it in the Company ("Remaining Shares") immediately after the time of settlement of the Sale of the Sale Shares pursuant to this Agreement, excluding:
 - (i) transactions in order to satisfy demand from eligible shareholders under a Company initiated dividend reinvestment plan (if any);
 - (ii) a repurchase (whether by buy-back, reduction of capital or other means) of Remaining Shares by the Company;
 - (iii) any acceptance by the Vendor of a takeover offer for the Company in accordance with Chapter 6 of the Corporations Act or transfer pursuant to a scheme of arrangement under Part 5.1 of the Corporations Act;
 - (iv) a sale, transfer, or disposal to a third party where it is a condition of the sale that the third party announce an intention to acquire, or propose a transaction to acquire, greater than 50% of the ordinary shares in the Company;
 - (v) a sale, transfer or disposal to a strategic third party purchaser (subject to the purchaser being confirmed as a strategic third party by the Lead Manager);
 - (vi) the sale of any Restricted Shares in accordance with this agreement; or

- (vii) a sale, transfer or disposal to an Affiliate of the Vendor that is subject to a representation or warranty on substantially the same terms as this clause 6.3(a) in respect of the Remaining Shares sold, transferred or disposed. For the avoidance of doubt, any agreement by the Affiliate will be in respect of the Escrow Period.
- (b) Each party to the agreement acknowledges that the representation and warranty in clause 6.3(a) is not intended to and does not give the Lead Manager any power to dispose of, or control the disposal of, the Remaining Shares the subject of the representation and warranty to the extent that the Lead Manager would be in breach of applicable laws to have such power, and a breach of the representation and warranty in those circumstances will only give rise to a right to damages and the parties acknowledge that, in such circumstances, damages are an adequate remedy for breach of the representation and warranty.
- (c) Each party acknowledges that the representation and warranty in clause 6.3(a) has been provided to only address the financial consequences of any of the Vendors disposing of, or dealing with, any Remaining Shares held by them. The parties acknowledge that the Lead Manager is not entitled to a remedy of specific performance for a breach of the representation and warranty in clause 6.3(a).
- (d) For the purposes of clause 6.3(a), "Deal" in respect of the "Remaining Shares" means:
 - (i) sell, assign, transfer or otherwise dispose of;
 - (ii) agree to offer to sell, assign, transfer or otherwise dispose of;
 - (iii) enter into any option which, if exercised (whether such exercise is subject to conditions or otherwise), enables or requires any of the Vendors to sell, assign, transfer or otherwise dispose of; or
 - (iv) decrease or agree to decrease an economic interest in, the Remaining Shares.

6.4 Reliance

Each party giving a representation and warranty acknowledges that the other parties have relied on the above representations and warranties in entering into this agreement and will continue to rely on these representations and warranties in performing their obligations under this agreement. The above representations and warranties continue in full force and effect notwithstanding completion of this agreement.

6.5 Notification

Each party agrees that it will tell the other parties immediately upon becoming aware of any of the following occurring prior to the completion of the sale of the Sale Shares:

- (a) any material change affecting any of the foregoing representations and warranties; or
- (b) any of the foregoing representations or warranties becoming materially untrue or materially incorrect.

7. UNDERTAKINGS

7.1 Restricted Activities

Each Vendor undertakes to the Lead Manager to:

- (a) not, prior to settlement on the Settlement Date commit, be involved in or acquiesce in any activity which breaches:
 - (I) the Corporations Act and any other applicable laws;
 - (II) its constitution;
 - (III) the ASX Listing Rules;
 - (IV) any legally binding requirement of ASIC or the ASX, as they apply to that Vendor; and
- (b) immediately notify the Lead Manager of any breach of any warranty or undertaking given by it under this Agreement;

each of these undertakings being material terms of this Agreement.

8. INDEMNITY

8.1 Each Vendor agrees with the Lead Manager that it will keep the Lead Manager and its Related Bodies Corporate (as that term is defined in the Corporations Act), and their respective directors, officers and employees (**Indemnified Parties**) indemnified against any losses, damages, liabilities, costs, claims, actions and demands (including any reasonable expenses arising in connection therewith) (**Losses**) to the extent that such Losses are incurred as a result of a breach of this Agreement by it, including any breach of any of the above representations or warranties given by it, and will reimburse the Lead Manager for all out of pocket costs, charges and expenses which it may reasonably pay or incur in connection with investigating, disputing or defending any such action, demand or claim for which it is indemnified under this Agreement.

8.2 The indemnity in clause 8.1 does not extend to and is not to be taken as an indemnity against any Losses of an Indemnified Party to the extent any Losses have resulted from:

- (a) any fraud, recklessness, wilful misconduct or gross negligence of the Indemnified Party;
- (b) any penalty or fine which the Indemnified Party is required to pay for any contravention of any law;
- (c) any amount in respect of which the indemnity would be illegal, void or unenforceable under any applicable law;
- (d) any announcements, advertisements or publicity made or distributed in relation to the sale of the Sale Shares without the written approval of the Vendors or its advisers (other than any announcements, advertisements or publicity in relation to the sale of the Sale Shares made or distributed under legal compulsion and time did not permit the Lead Manager to obtain such written approval); or
- (e) a breach by the Lead Manager of this agreement save to the extent such breach results from an act or omission on the part of a Vendor or a person acting on behalf of a Vendor, where the Lead Manager took reasonable steps to avoid or mitigate the occurrence of such breach,

and in all cases Losses does not include loss, damage or costs of subscription suffered solely as a result of the Lead Manager performing its obligations under clause 2.1(b)).

- 8.3 Each of the Vendors and an Indemnified Party must not settle any action, demand or claim to which the Indemnity in clause 8.1 relates without the prior written consent of the Vendors or the Lead Manager, as applicable, such consent not to be unreasonably withheld.
- 8.4 The indemnity in clause 8.1 is a continuing obligation, separate and independent from the other obligations of the parties under this Agreement and survives termination or completion of this Agreement. It is not necessary for the Lead Manager to incur expense or make payment before enforcing that indemnity.
- 8.5 The indemnity in clause 8.1 is granted to the Lead Manager both for itself and on trust for each of the Indemnified Parties.
- 8.6 Subject to clause 8.7, the parties agree that if for any reason the indemnity in clause 8.1, is unavailable or insufficient to hold harmless any Indemnified Party against any Losses against which the Indemnified Party is stated to be indemnified (other than expressly excluded), the respective proportional contributions of the Vendors and the Indemnified Party or the Indemnified Parties in relation to the relevant Losses will be as agreed, or failing agreement as determined by a court of competent jurisdiction, having regard to the participation in, instigation of or other involvement of the Vendors and the Indemnified Party or the Indemnified Parties in the act complained of, having particular regard to relative intent, knowledge, access to information and opportunity to correct any untrue statement or omission.
- 8.7 The Vendors agree with each of the Indemnified Parties that in no event will the Lead Manager and its associated Indemnified Parties be required to contribute under clause 8.6 to any Losses in an aggregate amount that exceeds the aggregate of the fees paid to the Lead Manager under this Agreement.
- 8.8 If an Indemnified Party pays an amount in relation to Losses where it is entitled to contribution from a Vendor under clause 8.6 the Vendors agree promptly to reimburse the Indemnified Party for that amount.
- 8.9 If a Vendor pays an amount to the Indemnified Parties in relation to Losses where it is entitled to contribution from the Indemnified Parties under clause 8.6 the Indemnified Parties must promptly reimburse the Vendors for that amount.
- 8.10 The Lead Manager will notify the Vendors as soon as reasonably practicable of any proceeding being commenced, or any claim or action being made against the Lead Manager or Indemnified Party which is reasonably likely to give rise to a claim against the Lead Manager pursuant to this indemnity. Failure on the part of the Lead Manager to notify the Vendors in accordance with the preceding sentence will not release the Vendors from any obligation or liability which it may have pursuant to this Agreement except that, if the Lead Manager's failure to notify under the preceding sentence directly results in a defence no longer being available to the Vendors or a material increase in the amount payable by the Vendors under the indemnity in clause 8.1, the amount payable to the Indemnified Person under the indemnity in clause 8.1 will be reduced by the extent to which the Vendors have suffered loss or damage as a consequence of that failure, on the part of the Lead Manager to notify the Vendors in accordance with the preceding sentence.

9. CONFIDENTIALITY

Each party agrees to keep the terms and subject matter of this Agreement confidential, except:

- (a) where disclosure is required by applicable law, regulation, a legal or regulatory authority or applicable listing rules or otherwise to comply with its regulatory obligations;
- (b) disclosure is made to an adviser or to a person who must know for the purposes of this Agreement or who in the ordinary course of the party's business has access to its internal papers and records, on the basis that the adviser or person keeps the information confidential; and
- (c) to a person to the extent reasonably necessary in connection with any actual or potential claim or judicial, regulatory or administrative process involving that party in relation to the Sale.

10. ANNOUNCEMENTS

- 10.1 The Vendors and the Lead Manager will consult each other in respect of any material public releases by any of them concerning the sale of the Sale Shares. The prior written consent of the Vendors must be obtained prior to the Lead Manager making any release or announcement or engaging in publicity in relation to the Sale of the Sale Shares and such release, announcement or engagement must be in compliance with all applicable laws, including the securities laws of Australia, the United States and any other jurisdiction. No announcement may be made by the Lead Manager before announcement to ASX of the Sale.
- 10.2 The Lead Manager may, after completion of its other obligations under this Agreement, place advertisements in financial and other newspapers and journals at its own expense describing their service to the Vendors provided such advertisements are in compliance with all applicable laws, including the securities laws of Australia, the United States and any other jurisdiction and are consistent with other publicly available information in relation to the subject matter of the announcement.

11. EVENT OF TERMINATION

11.1 Right of termination

If, at any time during the Risk Period (as defined in clause 11.4), a Vendor is in default of any of the terms and conditions of this Agreement or breaches any representation, warranty or undertaking given or made by it under this Agreement then the Lead Manager may terminate this agreement without cost or liability to itself at any time before the expiry of the Risk Period by giving written notice to the Vendors.

11.2 Materiality

No event listed in clause 11.1 entitles the Lead Manager to exercise its termination rights unless, in the bona fide opinion of the Lead Manager, it:

- (a) has, or would reasonably be expected to have, a material adverse effect on:
 - (i) the willingness of persons to purchase the Sale Shares; or
 - (ii) the price at which ordinary shares in the Company are sold on the ASX; or
- (b) would reasonably be expected to give rise to a liability of the Lead Manager under the Corporations Act or any other applicable law.

11.3 Effect of termination

Where, in accordance with this clause 11, the Lead Manager terminates its obligations under this Agreement:

- (a) the obligations of the Lead Manager under this Agreement immediately end; and
- (b) any entitlements of the Lead Manager accrued under this Agreement, including the right to be indemnified, up to the date of termination survive.

11.4 Risk Period

For the purposes of this clause, the "Risk Period" means the period commencing on the execution of this Agreement and ending at the earlier of:

- (a) 9:45 am on the Trade Date; and
- (b) the time of the special crossing (or if more than one special crossing, the occurrence of the first special crossing) of the Sale Shares referred to in clause 2.2(a).

12. MISCELLANEOUS

12.1 Entire agreement

This agreement constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that matter.

12.2 Governing law

This agreement is governed by the laws of New South Wales, Australia. Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction in New South Wales, and waives any right to claim that those courts are an inconvenient forum.

12.3 No assignment

No party may assign its rights or obligations under this agreement without the prior written consent of the other parties.

12.4 Notices

Any notice, approval, consent, agreement, waiver or other communication in connection with this agreement must be in writing.

12.5 Affiliates

In this agreement the term "Affiliates" means any person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, a person; "control" (including the terms "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management, policies or activities of a person, whether through the ownership of securities by contract or agency or otherwise and the term "person" is deemed to include a partnership.

12.6 Business Day

In this agreement "Business Day" means a day on which:

- (a) ASX is open for trading in securities; and
- (b) banks are open for general banking business in Sydney, Australia.

12.7 Interpretation

In this agreement:

- (a) headings and sub-headings are for convenience only and do not affect interpretation;
- (b) 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;
- (c) a reference to "dollars" and "\$" is to Australian currency;
- (d) a reference to a right or obligation of any 2 or more persons confers that right, or imposes that obligation, severally and not jointly and severally; and
- (e) all references to time are to Sydney, New South Wales, Australia time.

12.8 Severability

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will be ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That will not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

12.9 Waiver and variation

A provision of or right vested under this Agreement may not be:

- (a) waived except in writing signed by the party granting the waiver, or
- (b) varied except in writing signed by the parties.

12.10 No merger

The rights and obligations of the parties will not merge on the termination or expiration of this Agreement. Any provision of this Agreement remaining to be performed or observed by a party, or having effect after the termination of this Agreement for whatever reason remains in full force and effect and is binding on that party.

12.11 Counterparts

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

12.12 Acknowledgement

Each Vendor acknowledges that:

- (a) the Lead Manager is not obliged to disclose to a Vendor or utilise for the benefit of a Vendor, any non-public information which the Lead Manager obtains in the normal course of its business where such disclosure or use would result in a breach of any obligation of confidentiality and any internal Chinese wall policies of the Lead Manager;
- (b) without prejudice to any claim a Vendor may have against the Lead Manager, no proceedings may be taken against any director, officer, employee or agent of the Lead Manager in respect of any claim that a Vendor may have against the Lead Manager;

- (c) It is contracting with the Lead Manager on an arm's length basis to provide the services described in this agreement and the Lead Manager has not and is not assuming any duties or obligations (fiduciary or otherwise) in respect of it other than those expressly set out in this Agreement;
- (d) In performing this Agreement, the Lead Manager will rely on the information provided to it by or on behalf of the Vendors and information in the public domain without having independently verified the same, and the Lead Manager does not assume any responsibility for the accuracy or completeness of such information for which the Vendors will be solely responsible;
- (e) the Lead Manager may perform the services contemplated by this Agreement in conjunction with their respective Affiliates, and any Affiliates performing these services are entitled to the benefits of and are subject to the terms of this Agreement; and nothing in this Agreement will be construed so as to give the Lead Manager or any of its associates voting power in more than 20% in the Company. In particular, the Lead Manager will not have the power to exercise, or control the exercise of, a right to vote attached to or the power to dispose of, or control the exercise of the power to dispose of, any Sale Shares in excess of 20% of the Company and nothing in this letter obliges the Lead Manager to acquire Sale Shares where to do so would result in the Lead Manager or its associates having a voting power, or relevant interest in the Company in excess of 20%;
- (f) the Lead Manager is a full service securities and corporate advisory firm and, along with its respective Affiliates, the Lead Manager is engaged in various activities, including writing research, securities trading, investment management, financing and brokerage activities and financial planning and benefits counselling for both companies and individuals. In the ordinary course of these activities, the Lead Manager, its Affiliates, employees and officers may be providing, or may be in the future providing, financial or other services to other parties with conflicting interests to a Vendor and may receive fees for those services and may actively trade the debt and equity securities (or related derivative securities) for the Lead Manager's own account and for the account of their customers and may at any time hold long and short positions in such securities.

12.13 Trustee limitation of liability

- (a) In this clause 12.13, the term Trust means each of the trusts established over the shares in the Company beneficially owned by the following funds, and Trustee means the trustee of such Trusts, in each case as indicated below:

Trustee				Funds
Ironbridge Limited	Capital	IIA	Pty	Ironbridge Fund IIA
Ironbridge Limited	Capital	IIB	Pty	Ironbridge Fund IIB

- (b) The Trustee enters into this Agreement only in its capacity as trustee of the Trusts and in no other capacity. A liability arising under or in connection with this Agreement, except a liability arising under this clause 12.13, is limited, and can only be enforced against the Trustee to the extent to which it can be satisfied out of the assets of the Trust out of which the Trustee is actually indemnified for the liability. The limitation of the Trustee's liability applies despite any other provision of this Agreement.

- (c) No party may sue the Trustee in any capacity other than as trustee of the Trust, including seeking the appointment of a receiver (except in relation to property of the Trust), a liquidator, an administrator, or any similar person to the Trustee or prove in any liquidation, administration or arrangement of or affecting the Trustee (except in relation to property of the Trust).
- (d) The provisions of this clause 12.13 do not apply to any obligation or liability of the Trustee to the extent that they are not satisfied because under the deed governing the Trust or by operation of law there is a reduction in the extent of the Trustee's indemnification out of the assets of the Trust, as a result of the Trustee's fraud, negligence or breach of trust.
- (e) The Trustee warrants to each other party that it has a right of indemnification as referred to in clause (b) above (Indemnity) and undertakes that it will notify each of such parties as soon as it is reasonably practicable on such right being reduced, qualified or limited in any material respect.

SCHEDULE 1**Vendors solicitors**

Firm	Attention	email address
Clayton Utz	David Stammers	dstammers@claytonutz.com

Vendors

Vendor	Address	Sale Shares
Ironbridge Capital IIA Pty Limited as trustee for the Ironbridge Fund IIA	Level 10 56 Pitt Street Sydney NSW 2000	1,455,235
Ironbridge Capital IIB Pty Limited as trustee for the Ironbridge Fund IIB	Level 10 56 Pitt Street Sydney NSW 2000	1,455,235
Clantern Holdings B.V. Douwe.Vermeulen@intertrustgroup.com	Prins Bernhardplein 200 1097 JB Amsterdam The Netherlands	5,489,530

SCHEDULE 2

Timetable

Timetable

Key events	Time	Date
Trade Date (T).		14 December 2016
Settlement Date (T + 2)		16 December 2016

Yours faithfully

EXECUTED by UBS AG, Australia
Branch by its duly authorised signatories:



Signature of authorised signatory

DANE FITZGIBBON

Name of authorised signatory



Signature of authorised signatory

RICHARD SLETTEN

Name of authorised signatory

**EXECUTED by Ironbridge Capital IIA
Pty Limited as trustee for the
Ironbridge Fund IIA** In accordance with
section 127 of the Corporations Act 2001
(Cth):



Signature of director

NEIL BROEKHUIZEN

Name of director



Signature of director/secretary

STUART MITCHELL

Name of director/secretary

**EXECUTED by Ironbridge Capital IIB
Pty Limited as trustee for the
Ironbridge Fund IIB** in accordance with
section 127 of the Corporations Act 2001
(Cth):



Signature of director



Name of director



Signature of ~~director~~/secretary

STUART MITCHELL

Name of director/secretary

EXECUTED by Clantarn Holdings B.V.
by or in the presence of:

Signature of witness

Name of witness

Intertrust (Netherlands) B.V.
Managing Director



Signature of director
W.N. Schreuder



D.D. Vermeulen
Proxy holder

Name of director