

**Form 605**

Corporations Act 2001

Section 671B

**Notice of ceasing to be a substantial holder**To Company Name/Scheme Pureprofile LtdACN/ARSN 167 522 901**1. Details of substantial holder (1)**Name Pureprofile LtdACN/ARSN (if applicable) 167 522 901The holder ceased to be a substantial holder on 06/05/2018The previous notice was given to the company on 09/11/2017The previous notice was dated 09/11/2017**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 scheme, 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 votes affected
06/05/2018	Pureprofile Ltd.	Release of restrictions on disposal of shares under voluntary escrow arrangements in the form of Annexure A, which gave Pureprofile Ltd. a relevant interest in its own shares pursuant to section 608(1)(c) of the Corporations Act.	No consideration given by any party for the acquisition by Pureprofile Ltd. of relevant interests in these shares.	15,555,556 ordinary shares	15,555,556

**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 relation to voting interests in the company or scheme are as follows:

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

#### 4. Addresses

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

Name	Address
Pureprofile Ltd.	Level 20, 233 Castlereagh Street, Sydney NSW 2000

#### Signature

print name **Kohei Katagiri** capacity **Company Secretary**

sign here  date **07/05/2018**

#### 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.

# Acceptance and Escrow Deed

Pureprofile Limited

The person specified in item 1 of the Schedule

The person specified in item 2 of the Schedule

This is Annexure "A" of 11 pages referred to in the Form 605 (Notice of ceasing to be a substantial holder), signed by me and dated 7 May 2018.

This is a true copy of the pro forma voluntary restriction deed.



Kohei Katagiri, Company Secretary  
7 May 2018



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## DETAILS

**Date:**

### Parties

**(1) Pureprofile Limited (Entity)**

ACN	167 522 901
Address	Level 1, 35 Reservoir Street Surry Hills NSW 2010
Facsimile	N/A
Email	
Attention	

**(2) The person specified in item 1 of the Schedule (Holder)**

**(3) The person specified in item 2 of the Schedule (Controller)**

### Recitals

- A. The Entity intends to issue the Escrowed Securities to the Holder.
- B. It is a condition of the issue of the Escrowed Securities that:
- (i) the Holder holds the Escrowed Securities on the terms and conditions of this deed;  
and
  - (ii) each of the Holder and the Controller complies with the terms and conditions of this deed.
- C. The parties enter into this deed for the purpose of restricting the disposal of the Escrowed Securities for the Escrow Period and for the purpose of complying with Chapter 9 of the ASX Listing Rules.

## Operative Parts

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### 1. Defined terms and interpretation

#### 1.1 Defined terms

In this deed, the following definitions apply unless the context requires otherwise.

**ASX** means ASX Limited (ACN 008 624 691).

**ASX Listing Rules** means the Listing Rules of ASX and any other rules of ASX which are applicable while the Entity is admitted to the Official List, each as amended or replaced from time to time, except to the extent of any express written waiver by ASX.

**ASX Settlement** means ASX Settlement Pty Ltd (ACN 008 504 532)

**ASX Settlement Operating Rules** means the rules of the settlement facility provided by ASX Settlement and, to the extent that they are applicable, the operating rules of ASX and the operating rules of ASX Clear Pty Limited (ACN 001 314 503).

**Certificated Sub-register** means that part of an entity's register for a class of its securities that is administered by the entity and records certificated holdings of securities in that class.

**CHESS** means the meaning given in section 2 of the ASX Settlement Operating Rules.

**controller** means a person, in ASX's opinion, who has a substantial interest in the equity of the Holder of, or a substantial economic interest in, the Escrowed Securities, and each intermediate or interposing entity through which that interest occurs or arises.

**Controller Interests** means the securities, substantial economic interest and other interests of the Controller in the Escrowed Securities, and each intermediate entity through which such interest occurs or arises, full particulars of which are set out in item 5 of the Schedule.

**Dispose** means to dispose or agree to dispose directly or through another person by any means, including the following:

- (a) granting or exercising an option;
- (b) disposing an asset as collateral;
- (c) decreasing an economic interest; and
- (d) disposing part of an asset.

**Earn Out Payment Date** has the meaning given in the Sale Agreement.

**Escrow Period** means the period set out in item 3 of the Schedule.

**Escrowed Securities** means the securities set out in item 4 of the Schedule.

**Holding Lock** means the meaning given in section 2 of ASX Settlement Operating Rules.

**Issuer Sponsored Sub-register** means the part of an entity's register for a class of CHESS approved securities that is administered by the entity (and not ASX Settlement) and records uncertificated holdings of securities.

**Official List** means the official list of entities that ASX has admitted and has not removed.

**Recognised Trustee** means a trustee approved by ASX for the purposes of the ASX Listing Rules.

**Sale Agreement** means the Share Sale and Purchase Agreement between Pureprofile Global Pty Ltd (ACN 139 411 260), the Entity, the Holder and the Controller (amongst others) dated on or about 21 September 2016.

**Security Interest** means:

- (a) a mortgage, charge, pledge, lien, hypothecation or title retention arrangement;

- For personal use only
- (b) any third party interest (for example, a trust or an equity);
  - (c) a “security interest” as defined under the *Personal Property Securities Act 2009* (Cth);
  - (d) a right of a person to acquire a security or to restrain someone from acquiring a security (including under a right of pre-emption or a right of first refusal); or
  - (e) an agreement to create any of the above or to allow any of the above to exist.

**Share** means a fully paid ordinary share in the issued capital of the Entity.

## 1.2 Interpretation

In this deed, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa and a gender includes other genders;
- (b) other grammatical forms of a defined word or expression have a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of or schedule or annexure to this deed and a reference to this deed includes any schedule and annexure;
- (d) a reference to a document or agreement, includes the document or agreement as novated, altered, supplemented or replaced from time to time;
- (e) a reference to time is to Sydney time;
- (f) a reference to a year (other than a financial year) or a month means a calendar year or calendar month respectively;
- (g) a reference to a party is to a party to this deed, and a reference to a party to a document includes the party’s executors, administrators, successors and permitted assigns and substitutes;
- (h) a reference to a person includes a natural person, partnership, firm, body corporate, trust, joint venture, association, governmental or local authority or agency or other entity;
- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (j) any authorities, associations, bodies and entities whether statutory or otherwise will, in the event of such authority, association, body or entity ceasing to exist or being reconstituted, replaced or the powers or functions thereof being transferred to or taken over by any other authority, association, body or entity, be deemed to refer respectively to the authority, association, body or entity established, constituted or substituted in lieu thereof which exercises substantially the same powers or functions;
- (k) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;

- (l) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions; and
- (m) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this deed or any part of it.

### 1.3 Headings

Headings are for ease of reference only and do not affect interpretation.

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## 2. Acceptance of Escrowed Securities

By entering into the deed:

- (a) each of the Holder and the Controller acknowledges that it has had sufficient time to review, and understands, the contents of this deed, has had a reasonable opportunity to obtain independent legal advice regarding the contents of this deed and has not been placed under any pressure to enter into this deed;
- (b) the Holder agrees to accept any Escrowed Securities issued to it on and subject to the terms and conditions of the constitution of the Entity; and
- (c) subject to the issue of any Escrowed Securities to it, the Holder:
  - (i) agrees to be a member of the Entity;
  - (ii) authorises the Entity to enter its name in the register of members of the Entity in respect of any Escrowed Securities issued to it; and
  - (iii) agrees to be bound by the constitution of the Entity.

For the avoidance of doubt, nothing in this deed obliges the Entity to issue any or all of the Escrowed Securities to the Holder.

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## 3. Escrow

### 3.1 Restrictions on Holder

During the Escrow Period, the Holder must not do any of the following:

- (a) Dispose of, or agree or offer to Dispose of, any of the Escrowed Securities;
- (b) create, or agree or offer to create, any Security Interest in any of the Escrowed Securities; or
- (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of any of the Escrowed Securities,

other than with the prior written consent of the Entity in its absolute discretion and subject to such conditions as the Entity may require (which may, without limitation, include requiring the transferee to agree to be bound by the terms of this deed).

### 3.2 Restrictions on Controller

During the Escrow Period, the Controller must not do any of the following:

- (a) Dispose of, or agree or offer to Dispose of, any of the Controller Interests;

- (b) create, or agree or offer to create, any Security Interest in any of the Controller Interests; or
- (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of any of the Controller Interests,

other than with the prior written consent of the Entity in its absolute discretion and subject to such conditions as the Entity may require (which may, without limitation, include requiring the transferee to agree to be bound by the terms of this deed).

### 3.3 **Deposit certificates or Holding Lock**

- (a) If any of the Escrowed Securities are kept on the Certified Sub-register, the Holder will (if required by the Entity) deposit the certificates for those Escrowed Securities with a bank or Recognised Trustee for the Escrow Period.
- (b) If any of the Escrowed Securities are kept on the Issuer Sponsored Sub-register, the Holder hereby agrees to the application of a Holding Lock (if required by the Entity) to those Escrowed Securities for the Escrow Period.

### 3.4 **Compliance with Chapter 9 of ASX Listing Rules**

- (a) Each of the Holder and the Controller agrees to comply, and to take any such steps as are necessary, and that it is able, to take to enable the other to comply with the provisions of Chapter 9 of the ASX Listing Rules, as if it were an entity admitted to the Official List.
- (b) The Entity agrees to comply, and to take any such steps as are necessary to comply with all its obligations under the ASX Listing Rules in respect of the Escrowed Securities subject to voluntary escrow.

### 3.5 **Expiry of Escrow Period**

The Entity acknowledges and agrees that, upon expiry of the Escrow Period, all restrictions under clauses 3.1 and 3.2 in respect of the Escrowed Securities will automatically cease and the Entity will take such steps as are necessary and that it is able to take to ensure that those restrictions thereupon cease to apply to the Escrowed Securities.

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## 4. **Warranties**

### 4.1 **Power and authority**

Each of the Holder and the Controller represents and warrants to the Entity that each of the following statements is true and accurate:

- (a) it has the power to enter into and perform its obligations under this deed and to carry out the transactions contemplated by this deed;
- (b) it has taken all necessary action to authorise its entry into and performance of this deed and to carry out the transactions contemplated by this deed;
- (c) its obligations under this deed are valid and binding and enforceable against it in accordance with their terms;
- (d) if it is a corporate entity, it is validly existing under the laws of its place of incorporation; and



- (e) if it is specified in the Schedule to be entering into this deed in its capacity as the trustee of a trust (**trust**):
- (i) it is the only trustee of the trust and the trust is validly created and is in existence at the date of this deed;
  - (ii) it has been validly appointed as trustee of the trust and is not in breach of any material obligation as trustee of the trust;
  - (iii) as far as it is aware, no action is proposed to remove it as trustee of the trust; and
  - (iv) it, as trustee, has the power to enter into and perform this deed.

#### 4.2 **Information**

The Holder and the Controller represent and warrant to the Entity that they have provided the Entity and (if applicable) ASX with all information necessary to properly form an opinion about who is a controller of the Holder and who is required to execute this deed as a controller.

#### 4.3 **Controller and Controller Interests**

- (a) If no person is specified in item 2 of the Schedule, the Holder represents and warrants to the Entity that one of the following statements is true and accurate:
- (i) the Holder is an individual; or
  - (ii) the Holder has no controller.
- (b) The Holder and the Controller represent and warrant to the Entity that, the Holder has the controllers set out in item 2 of the Schedule with the Controller Interests identified in item 6 of the Schedule.

#### 4.4 **Conduct**

- (a) The Holder represents and warrants to the Entity that:
- (i) before the Escrow Period begins, the Holder has not done, or omitted to do, any act which would breach clause 3.1 if done or omitted during the Escrow Period; and
  - (ii) without limiting clause 4.4(a)(i), there is no Security Interest over any of the Escrowed Securities.
- (b) The Controller represents and warrants to the Entity that:
- (i) before the Escrow Period begins, the Controller has not done, or omitted to do, any act which would breach clause 3.2 if done or omitted during the Escrow Period; and
  - (ii) without limiting clause 4.4(b)(i), there is no Security Interest over any of the Controller Interests.

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### 5. **Consequences of a breach**

- (a) A breach of any of the warranties in clause 4 is a breach of this deed.

- (b) If it appears to the Entity that the Holder or the Controller may breach this deed, the Entity may take any such steps necessary to prevent the breach or to enforce this deed.
- (c) If the Holder or the Controller breaches this deed, each of the following applies:
- (i) the Entity must notify the Holder or the Controller (as the case may be) who, in the opinion of the Entity, is in breach of this deed, in writing within 15 Business Days of becoming aware of a breach of this deed, setting out the act, matter or thing giving rise to the breach and must afford the Holder or Controller (as the case may be) reasonable opportunity to rectify the breach;
  - (ii) where such breach is not rectified by the Holder or Controller (as the case may be) under clause 5(c)(i), the Entity may without limiting any other of its rights and remedies under this deed, take any such steps necessary to enforce this deed or to rectify the breach, including to refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Escrowed Securities; and
  - (iii) the Holder ceases to be entitled to any dividends, distributions or voting rights attaching to any of the Escrowed Securities while the breach continues.
- (d) Each of the above provisions in this clause 5 is in addition to other rights and remedies of the Entity.

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## **6. Governing law and jurisdiction**

- (a) This deed is governed by the laws of the State of New South Wales.
- (b) Each party submits to the non-exclusive jurisdiction of the courts of the State of New South Wales and all courts which are competent to hear appeals from courts of that State.

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## **7. General**

### **7.1 Variation**

This deed may be varied only in writing signed by each party and (if required under the Listing Rules or otherwise by ASX) with the prior written consent of ASX.

### **7.2 Approvals and consents**

Except where this deed expressly states otherwise, a party may, in its absolute discretion, give conditionally or unconditionally or withhold any approval or consent under this deed.

### **7.3 Assignment**

A party may only assign this deed or a right under this deed with the prior written consent of each other party.

### **7.4 Counterparts**

This deed may be executed in counterparts. All executed counterparts together constitute one document.

**7.5 Further action**

Each party must do, at its own expense, everything reasonably necessary to give full effect to this deed and the transactions contemplated by it (including executing documents) and to use all reasonable endeavours to cause relevant third parties to do likewise.

**7.6 Severability**

If the whole or any part of a provision of this deed is invalid or unenforceable in a jurisdiction it must, if possible, be read down for the purposes of that jurisdiction so as to be valid and enforceable. If however, the whole or any part of a provision of this deed is not capable of being read down, it is severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of this deed or affecting the validity or enforceability of that provision in any other jurisdiction.

**7.7 Waiver**

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise by a party of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

**7.8 Remedies cumulative**

The rights, powers and remedies provided in this deed are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this deed.

**7.9 Exercise of rights**

Except where this deed expressly states otherwise, a party may exercise a right at its discretion and separately or concurrently with another right.

## Schedule

### Item 1 – Holder

[#Holder] of [#address]

### Item 2 – Controller

[#Controller] of [#address]

### Item 3 – Escrow Period

The period commencing on the date on which any Escrowed Securities are issued and allotted to the Holder and ending on 6 May 2018.

### Item 4 – Escrowed Securities

Any “Completion Consideration Shares” (as that term is defined in the Sale Agreement) issued to the Holder in accordance with the Sale Agreement.

Any “Further Shares” (as that term is defined in the Sale Agreement) issued to the Holder in accordance with the Sale Agreement.

### Item 5 – Controller Interests

[#insert description of Controller Interests, including details of securityholders, substantial economic interest and any intermediate entity through which such interest occurs or arises.]

**Executed as a deed**

**Executed by Pureprofile Limited (ACN 167 522 901)** in accordance with Section 127 of the Corporations Act 2001 (Cth) )  
)  
)

Signature of director

Signature of director/company secretary

Name of director

Name of director/company secretary

**Holder**

**Executed by** [#Holder] in accordance with Section 127 of the Corporations Act 2001 (Cth) )  
)  
)

Signature of director/sole director and company secretary

Signature of director/company secretary

Name of director/sole director and company secretary

Name of director/company secretary

**Controller**

**Signed, Sealed and Delivered** by )  
[#Controller] in the presence of: )  
)

[#Controller]

Signature of witness

Name of witness