

Form 603

Corporations Act 2001
Section 671B

Notice of initial substantial holder

To: Company Name/Scheme Simble Solutions Limited

ACN/ARSN 608 419 656

1. Details of substantial holder (1)

Name Simble Solutions Limited (**Company**)

ACN/ARSN (if applicable) 608419656

The holder became a substantial holder on 22 / 02 / 2018

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	43,409,315	43,409,315	48.28%

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
The Company	Restrictions on disposal of shares under ASX mandatory escrow agreements in the form of Annexure B entered into with each of the holders set out in Table 1 of Annexure A (among others) gives the Company a relevant interest in its own shares pursuant to section 608(1)(c) of the <i>Corporations Act 2001</i> (Cth). However, the Company has no right to acquire the shares or control the voting rights attached to the shares.	20,309,065 fully paid ordinary shares
The Company	Restrictions on disposal of shares under voluntary escrow agreements in the form of Annexure C entered into with each of the holders set out in Table 2 of Annexure A gives the Company a relevant interest in its own shares pursuant to section 608(1)(c) of the <i>Corporations Act 2001</i> (Cth). However, the Company has no right to acquire the shares or control the voting rights attached to the shares.	23,100,250 fully paid ordinary 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 A			

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:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
Simble Solutions Limited	Various	Nil	Nil	43,409,315

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
N/A	

7. Addresses

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

Name	Address
Simble Solutions Limited	Level 12, 6 O'Connell Street, Sydney NSW 2000

Signature

print name	FADI GEHA	capacity	Director
sign here		date	21 / 02 / 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 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, 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.

Annexure A

Details of holders subject to mandatory escrow

Holder of Relevant Interest	Registered holder of securities	Person entitled to be registered as holder	Class and number of securities
Simble Solutions Limited	Mr Martyn Robert Dominy	Mr Martyn Robert Dominy	160,361 ordinary shares
Simble Solutions Limited	Mr Nick Goritsas	Mr Nick Goritsas	3,741 ordinary shares
Simble Solutions Limited	Mr Andrew Kearney	Mr Andrew Kearney	267 ordinary shares
Simble Solutions Limited	Ramesh Nagarajan	Ramesh Nagarajan	3,741 ordinary shares
Simble Solutions Limited	Alan Williams	Alan Williams	1,046,409 ordinary shares
Simble Solutions Limited	Consolidated Enterprises Pty Ltd	Consolidated Enterprises Pty Ltd	250,163 ordinary shares
Simble Solutions Limited	Mr Fadi Geha	Mr Fadi Geha	620,833 ordinary shares
Simble Solutions Limited	Ms Hayley Inge Geha	Ms Hayley Inge Geha	12,500 ordinary shares
Simble Solutions Limited	Mr Mitchell James Geha	Mr Mitchell James Geha	12,500 ordinary shares
Simble Solutions Limited	Ms Tanya Geha	Ms Tanya Geha	149,998 ordinary shares
Simble Solutions Limited	Mr Paul Grotowski	Mr Paul Grotowski	66,875 ordinary shares
Simble Solutions Limited	Harvey Digby Pty Ltd	Harvey Digby Pty Ltd	1,880,000 ordinary shares
Simble Solutions Limited	Incipient Capital Limited	Incipient Capital Limited	2,601,825 ordinary shares
Simble Solutions Limited	Jawill Investments Limited	Jawill Investments Limited	334,375 ordinary shares
Simble Solutions Limited	Minosa Ltd	Minosa Ltd	712,500 ordinary shares
Simble Solutions Limited	OB Capital Ltd	OB Capital Ltd	2,400,122 ordinary shares
Simble Solutions Limited	Presidio Partners Pty Ltd	Presidio Partners Pty Ltd	87,656 ordinary shares
Simble Solutions Limited	Mr Phil Shamieh	Mr Phil Shamieh	104,167 ordinary shares
Simble Solutions Limited	Sugarmann Consultancy Pte Ltd	Sugarmann Consultancy Pte Ltd	216,030 ordinary shares
Simble Solutions Limited	THMG Holdings Pty Ltd	THMG Holdings Pty Ltd	9,511,252 ordinary shares
Simble Solutions Limited	Eminence Global S A	Eminence Global S A	133,750 ordinary shares

Details of holders subject to voluntary escrow

Holder of Relevant Interest	Registered holder of securities	Person entitled to be registered as holder	Class and number of securities
Simble Solutions Limited	Allied Resources Holdings Ltd	Allied Resources Holdings Ltd	407,344 ordinary shares
Simble Solutions Limited	Beyson Pty Ltd	Beyson Pty Ltd	156,250 ordinary shares
Simble Solutions Limited	Birdsall Pty Ltd	Birdsall Pty Ltd	312,500 ordinary shares
Simble Solutions Limited	Mr Richard Clarke	Mr Richard Clarke	625,000 ordinary shares
Simble Solutions Limited	Comintra Pty Ltd	Comintra Pty Ltd	984,781 ordinary shares
Simble Solutions Limited	Confluence Capital Pte Ltd	Confluence Capital Pte Ltd	625,000 ordinary shares
Simble Solutions Limited	DRHM Pty Ltd	DRHM Pty Ltd	3,125,000 ordinary shares
Simble Solutions Limited	Mr Mark Duke	Mr Mark Duke	625,000 ordinary shares
Simble Solutions Limited	Mr Kurt E Finkbeiner	Mr Kurt E Finkbeiner	625,000 ordinary shares
Simble Solutions Limited	Mr Robert Grove	Mr Robert Grove	62,500 ordinary shares
Simble Solutions Limited	J P Morgan Nominees Australia Limited	Terra Capital New Horizons Fund Pty Ltd	1,875,000 ordinary shares
Simble Solutions Limited	Mr Arjun Kakar	Mr Arjun Kakar	312,500 ordinary shares
Simble Solutions Limited	Mr Howard Lesmana	Mr Howard Lesmana	156,250 ordinary shares
Simble Solutions Limited	NMFB Pty Ltd	NMFB Pty Ltd	125,000 ordinary shares
Simble Solutions Limited	Sri Ajanthan Sri Rangarajan	Sri Ajanthan Sri Rangarajan	46,875 ordinary shares
Simble Solutions Limited	R & S Consulting Pty Ltd	R & S Consulting Pty Ltd	156,250 ordinary shares
Simble Solutions Limited	Shanti Investments Limited	Shanti Investments Limited	812,500 ordinary shares
Simble Solutions Limited	Sinthu Sivanthi Sivathas	Sinthu Sivanthi Sivathas	62,500 ordinary shares
Simble Solutions Limited	Terebration Pty Ltd	Terebration Pty Ltd	187,500 ordinary shares
Simble Solutions Limited	Mr Rod Trigwell	Mr Rod Trigwell	1,562,500 ordinary shares
Simble Solutions Limited	Mr Simon Upton	Mr Simon Upton	62,500 ordinary shares
Simble Solutions Limited	Velasco S.A	Velasco S.A	5,468,750 ordinary shares
Simble Solutions Limited	Mr Malik Masoorali Virany	Mr Malik Masoorali Virany	218,750 ordinary shares
Simble Solutions Limited	W & H Superannuation Management Pty Ltd	W & H Superannuation Management Pty Ltd	125,000 ordinary shares
Simble Solutions Limited	Sujan Yamunarajan	Sujan Yamunarajan	62,500 ordinary shares
Simble Solutions Limited	OB Capital Ltd	OB Capital Ltd	280,000 ordinary shares
Simble Solutions Limited	THMG Holdings Pty Ltd	THMG Holdings Pty Ltd	1,875,000 ordinary shares
Simble Solutions Limited	Ms Hayley Inge Geha	Ms Hayley Inge Geha	50,000 ordinary shares
Simble Solutions Limited	Mr Mitchell James Geha	Mr Mitchell James Geha	50,000 ordinary shares
Simble Solutions Limited	Eminence Global S A	Eminence Global S A	812,500 ordinary shares
Simble Solutions Limited	Minosa Ltd	Minosa Ltd	1,250,000 ordinary shares

Annexure B

Mandatory restriction deed

Restriction deed

We, the persons in:

- Item 1 of the schedule (“entity”);
- Item 2 of the schedule (“holder”);
- Item 3 of the schedule (“controller”),

agree as follows.

Introduction

- A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this deed on the basis that the entity will take the steps necessary to be admitted to the ⁺official list of ASX.
- B. We have provided ASX with all the information necessary to properly form an opinion about who is a ⁺controller of the holder and who is required to execute this deed.
- C. We enter this deed for the purpose of complying with chapter 9 of the listing rules.

Agreement

Escrow restrictions

- 1. During the escrow period, the holder will not do any of the following.
 - (a) ⁺Dispose of, or agree or offer to ⁺dispose of, the restricted securities.
 - (b) Create, or agree or offer to create, any security interest in the restricted securities.
 - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the restricted securities.
 - (d) Participate in a return of capital made by the entity.
- 2. During the escrow period, a controller will not do any of the following.
 - (a) ⁺Dispose of, or agree or offer to ⁺dispose of, the controller interests.

- (b) Create, or agree or offer to create, any security interest in the controller interests.
 - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the controller interests.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
 - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
 - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

Warranties

- 5. If only the holder and the entity are parties to this deed, one of the following applies.
 - (a) The holder is an individual.
 - (b) The holder has no +controller.
 - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

The holder gives this warranty.

- 6. If the holder, the entity and any +controller are parties to this deed, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this deed comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
- 7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
- 8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is

attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.

9. A breach of any of these warranties is a breach of this deed.

Consequences of breaching this deed

10. If it appears to the entity that the holder or a +controller may breach this deed, the entity must take the steps necessary to prevent the breach, or to enforce the deed.
11. If the holder or a +controller breach this deed, each of the following applies.
- (a) The entity must take the steps necessary to enforce the deed, or to rectify the breach.
 - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
 - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

Amendment

12. This deed will not be changed or waived without ASX's written consent.

Jurisdiction

13. The laws of the State of the home branch of the entity apply to this deed. We submit to the jurisdiction of the courts of that State.

Definitions and interpretation

In this deed:

ASX means ASX Limited.

controller interests means the +securities, substantial economic interest or other interests in the restricted securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of the schedule.

escrow period means the period set out in item 4 of the schedule.

restricted securities means the +securities set out in item 5 of the schedule and any +securities attaching to or arising out of those +securities that are restricted securities because of the definition of restricted securities in the listing rules.

The singular includes the plural and vice versa.

A reference to a party includes its successors, personal representatives and transferees.

Words and expressions defined in the listing rules of ASX, and not in this deed, have the meanings given to them in the listing rules.

Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

Schedule

1. **Entity's name and address:**
Simble Solutions Limited ACN 608 419 656 of Suite 12, Level 12, 6-10 O'Connell Street, Sydney, NSW 2000
2. **Holder's name and address:**
3. **Each +controllers' name and address:**
4. **Escrow period (the date from which the initial restricted securities are escrowed):**
5. **Particulars of restricted securities:**
6. **Particulars of controller interests:**
7. **Particulars of security interests over restricted securities:**
8. **Particulars of security interests over controller interests:**

Dated: _____

Execution page

Executed as a deed

Entity

Signed sealed and delivered by **Simble Solutions Limited** ACN 608 419 656
by:

Director/company secretary

Director

Name of director/company secretary
(print)

Name of director (print)

Holder

[applicable execution block included]

Controller

[applicable execution block included]

Annexure C

Voluntary restriction deed

SIMBLE SOLUTIONS LIMITED

- and -

THE PARTY LISTED IN ITEM 1 OF THE SCHEDULE

VOLUNTARY RESTRICTION DEED



Matter ref: 164677.000001

Hogan Lovells
Level 17, 20 Martin Place, Sydney NSW 2000, Australia
Level 13, St Georges Square, 225 St Georges Terrace, Perth WA 6000, Australia

CONTENTS

CLAUSE	PAGE
1. DEFINITIONS AND INTERPRETATION	1
1.1 Definitions	1
1.2 Interpretation	1
2. RESTRICTIONS	3
2.1 Holder activity during Restricted Period	3
2.2 Holding lock	3
2.3 Incapacitation of the Holder	3
3. TAKEOVER BID	3
3.1 Release during Takeover Bid	3
3.2 Return of holding lock	3
4. MERGER	3
4.1 Release during merger	3
4.2 Return of holding lock	4
5. WARRANTIES	4
5.1 Holder's warranties	4
5.2 Breach of warranties	4
6. CONSEQUENCES OF BREACHING THIS DEED	4
6.1 Enforcement	4
6.2 Consequence of breach	4
7. GENERAL	4
7.2 Counterparts	4
7.3 Amendments and waivers	5
8. NOTICES	5
8.1 All Notices	5
8.2 Address for notices	6
SCHEDULE – PARTICULARS OF HOLDER	7
EXECUTION PAGE	1

PARTIES

- (1) **Simple Solutions Limited** ACN 608 419 656 of Level 12, 6 O'Connell Street, Sydney, New South Wales 2000 (the "**Company**"), email address: invest@simble.io;
- (2) The party or parties listed in item 1 of the Schedule (the "**Holder**").

BACKGROUND

- A. The Holder is a subscriber of convertible notes in the Company ("**Notes**") pursuant to the terms of a convertible note deed between the Holder and the Company ("**Note Deed**").
- B. The Company is intending to be admitted to the official list of the ASX and have its ordinary shares quoted on the ASX ("**IPO**").
- C. The Notes will convert into ordinary shares in the Company upon completion of the IPO.
- D. In accordance with the terms of the Note Deed, the Holder agrees that the Restricted Securities will be subject to escrow for a period of 6 months from the IPO on the terms set out in this deed.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this deed, the following terms and expressions have the following meanings:

"**ASX**" means ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the case requires).

"**Bidder**" has the meaning given to that term in the Corporations Act.

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

"**Business Day**" means a day that is not a Saturday, Sunday or public holiday in Sydney, Australia.

"**Effective Date**" means the date that the Shares are granted official quotation on the ASX.

"**Issuer Sponsored Subregister**" has the meaning given to it in the Listing Rules.

"**Listing Rules**" means the listing rules of the ASX.

"**Restricted Period**" means a period commencing on the Effective Date and ending on the date that is six months from the Effective Date.

"**Restricted Securities**" means the securities set out in item 6 of the Schedule.

"**Takeover Bid**" as the meaning given to that term in the Corporations Act.

1.2 Interpretation

In this deed:

- (a) headings and bold words are for convenience only and do not affect the interpretation of this deed;
- (b) the singular includes the plural and the plural includes the singular;
- (c) words of any gender include all genders;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this deed have a corresponding meaning;
- (e) an expression importing a person includes any company, partnership, joint venture, association, corporation or other body corporate and any governmental agency as well as an individual;
- (f) a reference to a clause, party or schedule is a reference to a clause of, and a party or schedule to, this deed and a reference to this deed includes any schedule;
- (g) a reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them;
- (h) a reference to a document (including this deed) includes:
 - (i) all amendments or supplements to, or replacements or novations of, that document; and
 - (ii) any agreement in writing, or any certificate, notice, instrument or other document of any kind.
- (i) a reference to a party to a document includes the successors and permitted assignees;
- (j) a reference to an agreement (other than this deed) includes a deed and any legally enforceable undertaking, agreement, arrangement or understanding, whether or not in writing;
- (k) a reference to 'month' means calendar month;
- (l) a reference to a body, except a party (including an institute, association or authority), whether statutory or not:
 - (i) which ceases to exist; or
 - (ii) the powers or functions of which are transferred to another body,is a reference to the body which replaces it or substantially succeeds to its powers or functions; and
- (m) no provision of this deed will be construed adversely to a party because that party was responsible for the preparation of this deed or that provision or because that party relies on a provision of this deed to protect itself.

2. RESTRICTIONS

2.1 Holder activity during Restricted Period

Subject to clauses 3 and 4, on and from the Effective Date until the expiry of the Restricted Period the Holders must not:

- (a) sell, transfer, or otherwise dispose of, or agree or offer to sell, transfer or otherwise dispose of, the Restricted Securities;
- (b) create, or agree to create, any security interests in the Restricted 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 the Restricted Securities.

2.2 Holding lock

If the Restricted Securities are kept on an Issuer Sponsored Subregister, the Holder agrees to the application of a holding lock to the Restricted Securities.

2.3 Incapacitation of the Holder

In the event of incapacitation (such that the Holder is unable to physically or mental carry out their normal activities) or death of the Holder during the Restricted Period, clause 2.1 will cease to apply from the date the Holder or their legal representative notifies the Company of the Holder's incapacitation or death.

3. TAKEOVER BID

3.1 Release during Takeover Bid

The Company must release all or any part of the Restricted Securities from the restrictions in clause 2 by notice in writing to the Holder if:

- (a) a Takeover Bid is made to acquire all of the issued ordinary shares of the Company; and
- (b) holders of at least half of the Restricted Securities in the bid class that are not subject to escrow have accepted the Takeover Bid.

3.2 Return of holding lock

If the Takeover Bid does not become unconditional, the Holder and the Company agree for holding locks in respect of the Restricted Securities to be reapplied.

4. MERGER

4.1 Release during merger

The Company must release all or any part of the Restricted Securities from the restrictions in clause 2 by notice in writing to the Holder if the Restricted Securities are proposed to be transferred or cancelled as part of a merger by way of scheme of arrangement under part 5.1 of the Corporations Act.

4.2 Return of holding lock

If the merger by scheme of arrangement is not carried out the Holder and the Company agree for holding locks in respect of the Restricted Securities to be reapplied.

5. WARRANTIES

5.1 Holder's warranties

The Holder warrants to the Company that:

- (a) before the Restricted Period begins, the Holder has not done, or omitted to do, any act which would breach clause 2 if done or omitted to be done during the Restricted Period; and
- (b) the Holder has power to enter into and perform its obligations under this deed.

5.2 Breach of warranties

A breach of the warranties in clause 5.1 is a breach of this deed.

6. CONSEQUENCES OF BREACHING THIS DEED

6.1 Enforcement

If the Company anticipates that the Holder may breach this deed, the Company may take steps necessary to prevent the breach or to enforce the document.

6.2 Consequence of breach

If the Holder breaches this deed, each of the following applies:

- (a) the Company may take the steps necessary to enforce this deed or to rectify the breach; and
- (b) the Company may (in addition to other rights and remedies of the Company), refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities unless the Company is prohibited from doing so by the Listing Rules or the Corporations Act.

7. GENERAL

7.1 Governing law and jurisdiction

- (a) This deed is governed by the laws of New South Wales and each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales and courts competent to hear appeals from those courts.
- (b) Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

7.2 Counterparts

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

7.3 **Amendments and waivers**

This deed may only be amended by written agreement between all parties.

7.4 **Costs**

Each party must bear its own costs arising out of the negotiation, preparation and execution of this deed.

7.5 **Entire agreement**

Except as otherwise expressly set out in this deed, this deed contains the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties regarding its subject matter.

7.6 **No merger**

The rights and obligations of the parties will not merge on the completion of any transaction contemplated by this deed. They will survive the execution and delivery of any assignment or other deed entered into for the purpose of implementing a transaction.

8. **NOTICES**

8.1 **All 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;
 - (i) save as provided for in clause 8.1(a)(ii), must be delivered to the intended recipient by prepaid post (if posted to an address in another country, by registered airmail) or by hand to the address for notice set out in clause 8.2;
 - (ii) notwithstanding the foregoing, any communications that are required to be given or made pursuant to clause 8.1(a)(i) may be made by e-mail to the e-mail addresses set out in clause 8.2;
- (b) 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 e-mail:
 - (1) if sent before 5.00pm on a Business Day, on that Business Day; or
 - (2) if sent on a day that is not a Business Day or after 5.00pm on a Business Day, at the start of business the next Business Day,

but in either case if the sender receives a notification from the email server within 4 hours of sending the email reporting the failure of the delivery of the email, then the email is deemed not to have been delivered.

8.2 Address for notices

A person's address, fax number and email address are those set out in the recitals or in the Schedule (as the case may be) or as the person subsequently notifies the sender (including for the purposes of receiving shareholder communications).

SCHEDULE

Particulars of Holder

Item	Particulars	Details
1	Holder(s)	
2	Address of Holder(s)	
3	Contact person	
4	Email address	
5	Fax number (if applicable)	
6	Restricted Securities	

EXECUTION PAGE

Executed by the parties as a deed.

Holder

*** Please sign using the applicable execution clause for the Holder ***

Corporate Holder with more than one director (or a director and different company secretary)

Signed sealed and delivered by the
**Holder listed in item 1 of the
Schedule** by:

Director / company secretary

Director

Name of director / company secretary
(print)

Name of director (print)

Corporate Holder with one director who is also the company secretary

Signed sealed and delivered by the
**Holder listed in item 1 of the
Schedule** by:

Signature of witness

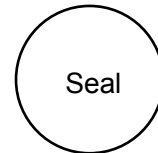
Signature of sole director and company
secretary of Holder

Name of witness (print)

Name of sole director and company
secretary(print)

Overseas corporate Holder

Signed sealed and delivered by the
**Holder listed in item 1 of the
Schedule** by:



Authorised signatory

Authorised signatory / witness
(Cross out whichever is not applicable)

Name of authorised signatory (print)

Name of authorised signatory /
witness (print)

Sole Holder

Signed sealed and delivered by **the
Holder listed in item 1 of the
Schedule** in the presence of:

Signature of Witness

Signature of Holder

Name of Witness (print)

Joint Holders

Signed sealed and delivered by **the
Holders listed in item 1 of the
Schedule** by:

Signature of Holder 1

Signature of Holder 2

Name of Holder 1 (print)

Name of Holder 2 (print)

Company

Signed sealed and delivered by **Simble
Solutions Limited** ACN 608 419 656
by:

Director / company secretary

Director

Name of director / company secretary
(print)

Name of director (print)