

Form 603

Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme Wiseway Group Limited

ACN/ARSN 624 909 682

1. Details of substantial holder (1)

Name Wiseway Group Limited

ACN (if applicable) 624 909 682

The holder became a substantial holder on 30 October 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	Persons' votes(5)	Voting power (6)
Ordinary shares	68,584,821	68,584,821	56.3%

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
Wiseway Group Limited	Deemed relevant interest under section 608(1)(c) of the Corporations Act, arising from the restriction on the disposal of shares under the Voluntary Escrow Deeds disclosed in Wiseway Group Limited's Prospectus dated 8 October 2018. See Annexure B for a copy of the pro-forma Voluntary Escrow Deed. Wiseway Group Limited has no right to acquire or dispose of these shares, or to control the voting rights attaching to these shares.	68,564,821 of fully paid ordinary shares
Wiseway Group Limited	Deemed relevant interest under section 608(1)(c) of the Corporations Act, arising from the restriction on the disposal of shares issued to Scott Higgins under the conditions of employee share awards.	20,000 of 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
Wiseway Group Limited	Those holders listed in Annexure A	Those holders listed in Annexure A	68,564,821 of fully paid ordinary shares
Wiseway Group Limited	Scott Higgins	Scott Higgins	20,000 of fully paid ordinary shares

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the 4 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	
Wiseway Group Limited	30 October 2018	Nil	Nil	68,564,821 of fully paid ordinary shares
Wiseway Group Limited	30 October 2018	Nil	Nil	20,000 of fully paid ordinary shares

6. Associates

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

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

7. Addresses

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

Name	Address
Wiseway Group Limited	39 Warren Avenue, Bankstown NSW 2200
Refer to Annexure A for others	Refer to Annexure A for others
Scott Higgins	17 Bomaderry Crescent, Glenning Valley NSW 2261

Signature

print name Mark Ziirsen

capacity Company Secretary

sign here



date 31/10/2018

Directions

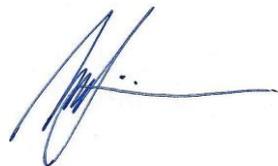
- (1) If there are a number of substantial holders with similar or related relevant interests (eg. A corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially 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 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 benefit, 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.

This is Annexure A of 1 page referred to in ASIC Form 603 (Notice of Initial Substantial Holder) lodged by Wiseway Group Limited ACN 624 909 682.



Signed:
Mark Ziirsen
Company Secretary

Dated: 31 October, 2018

Registered Name	Registered Address	Total Shares	Shares subject to Voluntary Escrow
Roger Shigang Tong	25 Foord Avenue, Hurlstone Park NSW 2193	31,089,175	31,089,175
Florence Yanli Tong	25 Foord Avenue, Hurlstone Park NSW 2193	31,089,175	31,089,175
Jim Tong	25 Foord Avenue, Hurlstone Park NSW 2193	798,309	798,309
Ken Tong	11-13 Agnes Street, Strathfield NSW 2135	798,309	798,309
Golden Fortune Sky Limited	Room 405, Tung Ning Building, 249-253 Des Voeux Road Central, Hong Kong	798,309	798,309
Laurel Capital Pty Ltd	39 Warren Avenue, Bankstown NSW 2200	798,309	798,309
Zhikun Tang	10-2-1101, 127 Songling Road, Laoshan District, Qingdao City, Shandong Province, China	798,309	798,309
ZZL Holdings Pty Ltd ATF ZZL Investment Trust	906/63 Shoreline Drive, Rhodes NSW 2138	798,309	798,309
M & M Worldwide Groups Pty Ltd ATF Wiselink Foundation Group Trust	217/1-15 Fontenoy Road, Macquarie Park NSW 2113	957,970	957,970
Min Xu	Unit 18, 7 Victoria Park Parade, Zetland NSW 2017	478,985	478,985
Chongqing Huang	Unit 18, 7 Victoria Park Parade, Zetland NSW 2017	79,831	79,831
Jie Sun	6/18 Boronia St, Wollstonecraft NSW 2065	79,831	79,831
TOTALS		68,564,821	68,564,821

This is Annexure B of 14 pages referred to in ASIC Form 603 (Notice of Initial Substantial Holder) lodged by Wiseway Group Limited ACN 624 909 682.

A handwritten signature in blue ink, appearing to read 'M. Ziirsen', with a long horizontal stroke extending to the right.

Signed:
Mark Ziirsen
Company Secretary

Dated: 31 October 2018

Voluntary Escrow Deed

Wiseway Group Limited

The party named in Item 1 of the Schedule

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Title **Voluntary Escrow Deed**

Date 25 September 2018

Parties **Wiseway Group Limited** (ACN 624 909 682) of 39-43 Warren Ave,
Bankstown, NSW 2200 (**Entity**)

The party described in Item 1 of the Schedule (**Holder**)

Recital

- A The Entity intends to make the Initial Public Offering.
- B The Holder intends to hold Securities in the Entity immediately prior to or concurrently with the Initial Public Offering and may subscribe for additional Securities under the Offer Document.
- C The Holder has agreed to the restrictions contained in this Deed in respect of the Restricted Securities and to the other provisions of this Deed.

Operative provisions

1. Definitions and interpretation

Definitions

- 1.1 In this Deed, unless the context requires otherwise:

ASX means ASX Limited (ACN 008 624 691).

ASX Settlement means the ASX Settlement Pty Limited (ABN 49 008 504 532).

ASX Settlement Operating Rules means the settlement rules of ASX Settlement.

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

Completion means the date of the admission of the Entity to the official list of the ASX.

Controlled Entity means any company or other entity under the full and effective control of the Holder.

Conversion has the meaning given in section 2 of the ASX Settlement Operating Rules.

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

Dispose means dispose directly or through another person by any means, including:

- (a) granting or exercising an option;
- (b) using as collateral; and
- (c) decreasing an economic interest.

Escrow Period means the period set out in Item 2 of the Schedule.

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

Initial Public Offering means the offering of Securities pursuant to the Offer Document.

Liability means any liability, whether actual or contingent, present or future, quantified or unquantified.

Listing Rules means the listing rules of ASX.

Offer Document means the prospectus to be issued by the Entity on or about 8 October 2018 in relation to the initial public offer of Securities.

Restricted Securities means the securities set out in Item 3 of the Schedule (as adjusted in accordance with the Listing Rules for any reorganisation of capital undertaken by the Entity):

- (a) less any securities in respect of which a waiver under clause 7.4 is given; and
- (b) less any securities released under clause 3.4.

Security Interest means a right, interest, power or arrangement in relation to any property which provides security for, or protects against default by a person in, the payment or satisfaction of a debt, obligation or Liability, including a mortgage, charge, bill of sale, pledge, deposit, lien, encumbrance or hypothecation and a security interest as defined in sections 12(1) and 12(2) of the *Personal Property Securities Act 2009* (Cth).

Securities means ordinary shares in the capital of the Entity.

Takeover Bid has the meaning given in section 9 of the *Corporations Act 2001* (Cth).

Interpretation

1.2 In this Deed, unless the context requires otherwise:

- (a) a reference to this Deed or another instrument includes any variation or replacement of either of them;
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements by any of them;
- (c) the singular includes the plural and vice versa;
- (d) a reference to a party means a party to this Deed;
- (e) the word person includes a firm, a body corporate, an unincorporated association or an authority;
- (f) a reference to a person (including a party) includes a reference to the person's executors, administrators, successors, substitutes (including but not limited to, persons taking by novation) and assigns;
- (g) a reference to an Item, Recital, clause, Schedule or Annexure is to an Item, Recital, clause, Schedule or Annexure of or to this Deed;
- (h) any agreement, representation, warranty, undertaking 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;
- (i) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;

- (j) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
 - (k) where a word or phrase is defined, its other grammatical forms have a corresponding meaning; and
 - (l) headings are for convenience only and do not affect interpretation of this Deed.
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2. Escrow restrictions

Holder restrictions

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

- (a) Dispose of, or agree or offer to Dispose of, all or any part of the Restricted Securities;
- (b) create, or agree or offer to create, any Security Interest over all or any part of 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 all or any part of the Restricted Securities,

except as permitted by clause 3.

Holding Lock

2.2 The Restricted Securities must be kept on the Entity's issuer sponsored sub-register. The Holder agrees to the application of a Holding Lock to the Restricted Securities.

3. Exceptions to escrow

Takeover Bid

3.1 Notwithstanding clause 2, the Holder may accept a Takeover Bid if all of the following conditions are met:

- (a) the offers under the Takeover Bid are for either all of the Entity's ordinary securities or a proportion of the Entity's ordinary securities;
- (b) holders of at least half of the ordinary securities that are not restricted securities, either under this Deed or any other agreement between the Entity and one of its security holders which imposes similar restrictions, to which the offers relate have accepted; and
- (c) in the case of an off-market bid, if the offer is conditional, the bidder and the Holder agree in writing that a Holding Lock will be re-applied to the Restricted Securities that are not unconditionally bought by the bidder under that bid.

Scheme of arrangement

3.2 Notwithstanding clause 2, the Restricted Securities may be transferred or cancelled as part of a merger by way of scheme of arrangement under Part 5.1 of the Corporations Act if the Holder agrees in writing that a Holding Lock will be re-applied to the Restricted Securities if the merger does not take effect.

Other exceptions

- 3.3 Notwithstanding clause 2, the Restricted Securities may be transferred pursuant to:
- (a) an order of a court of competent jurisdiction compelling any Restricted Securities to be disposed of or a Security Interest granted over them;
 - (b) a transfer by the personal representatives of the Holder to whomever the Restricted Securities have been bequeathed or to the Holder's spouse provided that the transferee has previously undertaken to the Entity by deed in a form acceptable to the Entity to be bound by clause 2 in respect of those Restricted Securities;
 - (c) an off-market transfer by the Holder to any Controlled Entity and provided that the transferee has previously undertaken to the Entity by deed in a form acceptable to the Entity to be bound by clause 2 in respect of those Restricted Securities (including an undertaking that if the transferee ceases to be a Controlled Entity during the Escrow Period for any reason, then at the Entity's request it will promptly transfer those Restricted Securities back to the Holder or another Controlled Entity nominated by the Holder); and
 - (d) action taken with the prior written consent of the Entity following a representation to the Entity's board by the Holder which demonstrates to the board that the action is necessary to alleviate financial hardship.

Release from escrow

- 3.4 Notwithstanding clause 2, the Holder will be free to take the actions referred to in clause 2.1 in respect of the Restricted Securities on or after the expiry of the Escrow Period.
- 3.5 The Entity will take such steps as are reasonable to facilitate the release from the restrictions referred to in this clause, including facilitating the removal of any Holding Lock from any Restricted Securities when they are released.

4. Warranties

General

- 4.1 Each party represents and warrants for the benefit of the other parties to this Deed that the following is true and correct at the date of this Deed:
- (a) it has the power to enter into and perform this Deed and to perform and observe all of its terms and has obtained all necessary consents to enable it to do so;
 - (b) it has duly executed this Deed and this Deed is a legal, valid and binding obligation enforceable against it in accordance with the terms of this Deed;
 - (c) the entry into and performance of this Deed does not constitute a breach of any obligation (including any statutory, contractual or fiduciary obligation), or default under any Deed or undertaking, by which the party or its assets are bound;
 - (d) where the party is a body corporate:
 - (i) it is a body corporate duly incorporated under laws of the jurisdiction of its incorporation; and
 - (ii) it has taken all necessary corporate action to authorise the execution and performance of this Deed;

- (e) where the party is a trustee of a trust:
 - (i) it is the only trustee of the trust and no action has been taken or is proposed to remove it as trustee of the trust;
 - (ii) it has power under the terms of the trust to enter into and comply with its obligations under this Deed;
 - (iii) true copies of the trust deed in respect of the trust and other documents relating to the trust will be provided to the other parties on request;
 - (iv) it has carefully considered the purpose of this Deed and considers that entry into this Deed is for the benefit of the beneficiaries of the trust, whose consents (if necessary) have been obtained and the terms of this Deed are fair and reasonable;
 - (v) it has a right to be fully indemnified out of the trust assets in respect of obligations incurred by it under this Deed and the assets of the trust are sufficient to satisfy that right of indemnity and all other obligations in respect of which the trustee has a right to be indemnified out of the trust assets;
 - (vi) it is not and has never been in default under the terms of the trust;
 - (vii) no action has been taken or is proposed to terminate the trust; and
 - (viii) where the trustee is a body corporate, it and its directors and other officers have complied with their obligations in connection with the trust.

Holder Security Interest

- 4.2 Where a Security Interest exists in or over the Restricted Securities, the Holder warrants that:
- (a) full particulars of that Security Interest are specified in Item 4 of the Schedule;
 - (b) a release of that Security Interest is attached; and
 - (c) other than as specified in clause 4.2(a), the Holder has not done, or omitted to do, any act before the commencement of the Escrow Period which would breach clause 2 if done or omitted to be done during the Escrow Period.

Breach of warranties

- 4.3 A breach of any of the warranties in this clause 4 is a breach of this Deed.

Survival

- 4.4 The warranties in this clause 4 survive any termination of this Deed.

5. Consequences of breaching this Deed

Potential breach

- 5.1 If it appears to the Entity that the Holder may breach this Deed, the Entity may take the steps necessary to prevent the breach or to enforce this Deed.

Actual breach

- 5.2 If the Holder breaches this Deed, each of the following applies:

- (a) the Entity may take the steps necessary to enforce this Deed or to rectify the breach; and
 - (b) the Entity may 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; and
 - (c) no conduct of the Holder will be taken as a direction to release the Holding Lock over any Restricted Securities.
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6. Notices

Details of notices

- 6.1 A notice, approval, consent or other communication in connection with this Deed:
- (a) must be in writing;
 - (b) should be marked for the attention of:
 - (i) in the case of the Entity:
Wiseway Group Limited.
 - (ii) in the case of the Holder:
Name of the Holder as set out in Item 1 of the Schedule.
 - (c) must be left at the address of the parties, or sent by prepaid ordinary post (airmail if posted to or from a place outside Australia), email or facsimile) to the address of the parties which is specified in this Deed;
 - (d) is taken to have amended this Deed only when the written document has been signed by all of the parties and the conditions in this clause 6.1 have been satisfied.

Time of effect

- 6.2 A notice, approval, consent or other communication takes effect from the time it is received unless a later time is specified in it.

Receipt

- 6.3 Without limiting any other means by which a party may be able to prove that a notice has been received by another party, a notice will be deemed to be duly received:
- (a) if sent by hand when left at the address of the recipient;
 - (b) if sent by pre-paid post, three days (if posted within Australia to an address in Australia) or seven days (if posted from one country to another) after the date of posting; or
 - (c) if sent by facsimile, on receipt by the sender of an acknowledgment or transmission report generated by the machine from which the facsimile was sent indicating that the whole facsimile was sent to the recipient's facsimile number,

but if a notice is served by hand, or is received by the recipient's facsimile on a day which is not a Business Day, or after 5:00 pm (recipient's local time) on a Business Day, the notice is deemed to be duly received by the recipient at 9:00 am on the first Business Day after that day.

7. General

Exercise of rights

- 7.1 A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that or of any other right, power or remedy. Failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

Amendment

- 7.2 This Deed may be amended only by a document signed by all parties.

Invalid or unenforceable provisions

- 7.3 If a provision of this Deed is invalid or unenforceable in a jurisdiction:
- (a) it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability; and
 - (b) that fact does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions.

Waiver

- 7.4 The Entity may waive at any time any of the restrictions imposed under clause 2:
- (a) on such terms and conditions; and
 - (b) in respect of such number of Restricted Securities,
- as the Entity determines by written notice to the Holder and the Controller.

Approvals and consents

- 7.5 A party may give conditionally or unconditionally or withhold its approval or consent in its absolute discretion unless this Deed expressly provides otherwise.

Remedies cumulative

- 7.6 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.

Further assurances

- 7.7 Each party must, at its own expense, whenever requested by the other party, promptly do or, to the extent reasonably practicable, arrange for others to do everything, including executing any documents, reasonably necessary to give full effect to this Deed and the transactions contemplated by this Deed.

Specific Performance

- 7.8 The parties agree that irreparable damage would occur if any of the provisions of this Deed were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Deed and to enforce specifically the terms and provisions of this Deed, this being in addition to any other remedy to which the parties are entitled at law or in equity.

Assignment

7.9 A party may not assign its rights under this Deed without the consent of the other parties.

Costs

7.10 Each party must pay its own costs in respect of this Deed and the documents and transactions contemplated by this Deed.

Counterparts

7.11 This Deed may be signed in counterparts and all counterparts taken together constitute one document.

8. Governing law, jurisdiction and service of process

Governing law

8.1 This Deed is governed by the laws of New South Wales.

Jurisdiction

8.2 Each party irrevocably and unconditionally:

- (a) submits to the non-exclusive jurisdiction of the courts and appellate courts of New South Wales; and
- (b) waives without limitation, any claim or objection based on absence of jurisdiction or inconvenient forum.

Service of process

8.3 Without preventing any other mode of service, any document in an action (including, but not limited to, any writ of summons or other originating process or any third party or other party notice) may be served on any party by being delivered to or left for that party at its address for service of notices under clause 6.

Schedule

Item

1	Holder's name and address:	<<specify Holder's name>> (ABN <<specify ABN>>), <<specify address>>
2	Escrow Period:	A period of [●] months commencing on the date of the Completion
3	Particulars of Restricted Securities:	<<specify number>>ordinary shares in the capital of the Entity
4	Particulars of Security Interests over Restricted Securities:	None

Execution

Executed as a deed.

Entity

Signed by
Wiseway Group Limited
in accordance with section 127 of the
Corporations Act 2001 by a director and
secretary/director:

Signature of director

Signature of director/secretary

Name of director (please print)

Name of director/secretary (please print)

Holder

Signed by
<<Company Name>>
by the sole director:

Signature of sole director

Name of sole director (please print)

OR

Signed by
<<By Name>>
in the presence of:

Signature of witness

Signature of **<<By Name>>**

Name of witness (please print)