

ASX/MEDIA RELEASE

Sydney, 9 November 2016

KEY TERMS AND CONDITIONS OF CEO CONTRACT

The Board further provides the following summary of the key terms and conditions of Mr Anthony Nantes contract in his position as Chief Executive Officer of the Company.

The contract was negotiated between Mr Anthony Nantes, and the Remuneration and Nomination Committee; composed of Mr Stephen Porges, Mr Craig Swanger and Chaired by Mr Chris Whitehead.

Mr Chris Whitehead said “The package I negotiated with Mr Anthony Nantes on behalf of the Remuneration Committee demonstrates our commitment to growing the company value, and alignment of outcomes for our customers, our shareholders, key management personal and staff. Relative to peer roles, this package is well below market rates in the scenario where the company does not achieve its goals, and above market rates where it outperforms its goals. This approach to setting remuneration aligns the CEO to the shareholders by ensuring that he has financial risk in the event of underperformance. This is well proven remuneration strategy, particularly in public listed financial services companies”

Commencement and Term

The contract commenced on 29th September 2016 and has no fixed term.

Remuneration*Base remuneration*

At the commencement date, \$200,000 per annum, plus statutory superannuation.

From 1 July 2017, base remuneration will be \$250,000 per annum, plus statutory superannuation.

Base remuneration is subject to annual reviews thereafter having regard to the Company’s performance and personal performance.

Short Term Incentive

The following one-off short-term incentives:

- A one-off payment of \$30,000 and a grant of shares of a value equal to 0.5% of the market value of the Company as at the opening of trading on the first business day after 31 December 2016 if an agreement of a lending facility, approved by the Board, of greater than \$5 million is secured by 31 December 2016.
- A one-off payment of \$30,000 and a grant of shares of a value equal to 0.5% of the market capital value of the Company as at the close of trading on 30 June 2017 if new book growth, approved by the Board, of \$5 million by 30 June 2017 is secured;

- A grant of shares of a value equal to 0.5% of the market capital value of the Company as at the opening of trading on the first Business Day after 31 December 2017 if agreement of a lending facility, approved by the Board, of greater than \$10 million by 31 December 2017 is secured;
- A grant of shares of a value equal to 0.5% of the market capital value of the Company as at the opening of trading on the first business day after 30 June 2018 if new book growth, approved by the Board, of \$10 million by 30 June 2018 is secured; and
- In respect of the 2017-2018 financial year, up to \$75,000 based on achievement of KPI Targets to be agreed with the Board or absent agreement, as determined by the Board.

Long Term Incentive

- Equivalent to 1% of the market capital value of the Company as at each of 30 June 2017, 30 June 2018 and 30 June 2019, up to a maximum value of 200% of Base Remuneration as at 30 June 2017 and for each of the years 30 June 2018 and 30 June 2019, up to a maximum value to be determined by the Company in July 2017, but to be between 100% to 200% of Base Remuneration subject to the discretion of the Board and outcomes to be agreed with the Board or absent agreement, as determined by the Board;
- Equivalent to 0.5% of the market capital value of the Company on achieving a share price of 6c based on the average weighted price of the equity of the Company for a consecutive 30 day period in the 90 days immediately preceding the first day of the Vesting Date being 6c; and
- Equivalent to 0.5% of the market capital value of the Company on achieving a share price of 12c based on the average weighted price of the equity of the Company for a consecutive 30 day period in the 90 days immediately preceding the first day of the Vesting Date being 12c.

Termination

The contract can be terminated by giving 6 months' written notice by either party, except in defined circumstances where no notice period applies

Restraint

Mr Nantes will be subject to competitive restraint during his employment and for a period of not less than 3 months after his employment with the Company ceases.

-ENDS-

For further information please contact:

Chris Whitehead

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About DirectMoney Limited

DirectMoney is a fintech pioneer in the rapidly growing Australian marketplace lending industry. DirectMoney connects borrowers and investors by leveraging technology and partnerships. We offer competitive interest rates and terms on personal loans for borrowers and provide innovative structures for retail and institutional investors to invest in these loans. We strive to deliver Australians better financial choice and improved investment outcomes.