



30 October 2014

Manager of Company Announcements
ASX Limited
Level 6, 20 Bridge Street
SYDNEY NSW 2000

By E-Lodgement

Appointment of Chief Executive Officer (“CEO”)

JCurve Solutions Limited (ASX: JCS) (the “Company”) is pleased to announce the appointment of Mr Mark Thompson as its new Chief Executive Officer (CEO), effective as of 30 October 2014.

Background of Mark Thompson

Mr Thompson has been a member of JCurve Solutions Limited’s senior management team since March 2014 prior to which he was a non-executive director of JCurve Solutions Pty Ltd until its acquisition by Stratatel Limited (subsequently re-named JCurve Solutions Limited).

Mark was previously a resident director for many of New Zealand Post’s Australian investments where he played a strategic role in the acquisition of several diverse businesses and managed their integration into New Zealand Post’s group structure.

Mark’s knowledge of the Company’s current business operations following two acquisitions in the past 12 months and credentials from the successful integration of businesses ideally suits the Company’s CEO role and requirements.

The expectations of Mark’s appointment are to realise the benefits of the recent acquisitions made by the Company and maximise the opportunities created by the migration of software products to web hosted Software as a Service (SaaS) platforms, a dynamic which has driven significant improvement in global software company operating margins and valuations.

A summary of Mark’s CEO Remuneration Package is attached at [Appendix A](#).

Mr Graham Baillie

Mr Graham Baillie will continue as the Company’s Executive Chairman, to concentrate on strategic initiatives, with the company’s operating and financial performance being the responsibility of the newly appointed CEO, Mark Thompson.

For and on behalf of the Board

Graham Baillie
Executive Chairman

Appendix A

Mark Thompson – Summary of employment contract

Commencement date

30 October 2014

Title

Chief Executive Officer

Salary

Annual base salary of \$215,000 per annum, exclusive of the Superannuation Guarantee Charge. Performance and salary will be reviewed annually.

Incentive Bonus

A discretionary, at-risk incentive bonus of up to \$50,000 per annum will be payable, subject to meeting the following performance criteria:

- a) \$25,000 on achievement of budgeted consolidated revenue for the financial year ended 30 June 2015
- b) \$25,000 on achievement of budgeted consolidated operating profit for the financial year ended 30 June 2015

based on the budget of the Company for the year ended 30 June 2015, as approved by the Company's Board of Directors.

For the purposes of determining the above two criteria, the following is noted;

- a) Operating profit before tax includes the income or rebate associated with the R&D Rebate/Claim;
- b) Actual results will not include the following items, which are deemed outside the control of the CEO for FY 2014/15, being:
 - Any prior period adjustments relating to pre 1 July 2014 adjustments; and
 - Any impairments (or write back of impairments).

The maximum incentive bonus is subject to review on each 12 month anniversary of the employment contract.

Employee Share Plan

An allocation of 1,000,000 ordinary shares under the Company's Employee Share Plan.

The terms and conditions for the allocation of performance shares is to be as determined by the Board of Directors of the Company, set with the absolute discretion of the Company's Board of Directors.

The Directors of the Company will undertake to action the finalisation of the terms and conditions and the allotment of shares by 30 November 2014. Should this not be possible, the Directors of the Company will action as a priority after this date.



Any further allocation of shares under the Employee Share Plan will be solely at the discretion of the Company's Board of Directors.

The Employee Share Plan was approved at the Company's Annual General Meeting on 31 October 2013. The key terms of the Employee Share Plan are attached as [Appendix B](#).

Annual Leave

Four weeks annual leave per annum, in accordance with relevant legislation. Annual leave entitlement connected to Mark Thompson's prior position with JCurve will be carried forward.

Personal/Carer's Leave

Ten days' personal/carers' leave per annum, in accordance with relevant legislation. Personal/carers' leave entitlements connected to Mark Thompson's prior position with JCurve will be carried forward.

Resignation and Termination

The Company or Mark Thompson may terminate the employment contract with six months' notice. The Company may elect to make a payment in lieu of part or all of the notice period. The Company may require Mark Thompson not to report for work, or provide him with altered duties, during the notice period.

The Company may terminate the employment contract at any time without notice or payment in lieu of notice in the case of serious misconduct. Serious misconduct will include, but is not limited to:

- a) ongoing breach of Mark Thompson's obligations as set out in the employment contract without rectifying such breach within seven days of receiving notice of the breach;
- b) performing work in a manner reasonably considered by JCurve to be unprofessional;
- c) gross negligence;
- d) a refusal to follow a lawful and reasonable direction;
- e) engaging in conduct which JCurve reasonably considers is likely to damage JCurve's reputation; or
- f) committing any act of dishonesty including acts of embezzlement, theft or fraud involving JCurve's assets or property; or
- g) any conduct that would justify summary dismissal at common law.

On termination of employment by any means, JCurve will pay to Mark Thompson;

- a) salary — payable up to and including the date of termination;
- b) payment in lieu of any accrued untaken annual leave up to and including the date of the termination; and
- c) any other benefits due under the employment contract.

If Mark Thompson's employment is terminated summarily without notice or payment in lieu of notice, he will only be paid up to the date of termination.



If:

- a) Mark Thompson's employment is terminated by reason of the liquidation of JCurve for the purpose of reconstruction or amalgamation; and
- b) Mark Thompson is offered employment with any concern or undertaking resulting from such reconstruction or amalgamation on terms and conditions not less favourable than the terms of this document,

then Mark Thompson agrees that he has no claim against JCurve in respect of the termination of his employment under the employment contract.

On termination of employment, payment of an incentive bonus will be at the Company's absolute discretion.

Appendix B - Extract from Notice of Annual General Meeting held on 31 October 2013

SCHEDULE 3 – SUMMARY OF EMPLOYEE SHARE PLAN

The key terms of the Employee Share Plan are as follows:

- (a) **Eligibility:** Participants in the Scheme may be Directors, full-time and part-time employees of the Company or any of its subsidiaries (**Participants**).
- (b) **Administration of Plan:** The Board is responsible for the operation of the Plan and has a broad discretion to determine which Participants will be offered Shares under the Plan.
- (c) **Offer:** The Board may issue an offer to a Participant to participate in the Plan. The offer:
 - (i) will invite application for the number of Shares specified in the offer;
 - (ii) will specify the issue price for the Shares or the manner in which the Issue Price is to be calculated;
 - (iii) may invite applications for a loan up to the amount payable in respect of the Shares accepted by the Participant in accordance with the offer;
 - (iv) will specify any restriction conditions applying to the Shares;
 - (v) will specify an acceptance period; and
 - (vi) specify any other terms and conditions attaching to the Shares.
- (d) **Issue price:** the issue price of each Share will be not less the volume weighted average price at which Shares were traded on the ASX over the 10 trading days up to and including the actual date of acceptance of the Shares offered under the Offer.
- (e) **Restriction Conditions:** Shares may be subject to restriction conditions (such as a period of employment) which must be satisfied before the Shares can be sold, transferred, or encumbered. Shares cannot be sold, transferred or encumbered until any loan in relation to the Shares has been repaid or otherwise discharged under the Plan.
- (f) **Loan:** A Participant who is invited to subscribe for Shares may also be invited to apply for a loan up to the amount payable in respect of the Shares accepted by the Participant (**Loan**), on the following terms:
 - (i) the Loan will be interest free;

- (ii) the Loan made available to a Participant shall be applied by the Company directly toward payment of the issue price of the Shares;
 - (iii) the Loan repayment date and the manner for making such payments shall be determined by the Board and set out in the offer;
 - (iv) a Participant must repay the Loan in full by the loan repayment date but may elect to repay the Loan amount in respect of any or all of the Shares at any time prior to the loan repayment date;
 - (v) the Company shall have a lien over the Shares in respect of which a Loan is outstanding and the Company shall be entitled to sell those Shares in accordance with the terms of the Plan;
 - (vi) a Loan will be non-recourse except against the Shares held by the Participant to which the Loan relates; and
 - (vii) the Board may, in its absolute discretion, agree to forgive a Loan made to a Participant.
- (g) **Unfulfilled Restriction Condition:** Where a restriction condition in relation to Shares is not satisfied by the due date, or becomes incapable of satisfaction in the opinion of the Board, the Company must, unless the restriction condition is waived by the Board, either:
- (i) buy back and cancel the relevant Shares within 12 months of the date the restriction condition was not satisfied (or became incapable of satisfaction) under Part 2J.1 of the Corporations Act at a price equal to the cash consideration paid by the Participant for the Plan Shares (with any Loan not being treated as cash consideration but any Loan Amount repayments by the Participant being treated as cash consideration); or
 - (ii) arrange to sell the Shares as soon as reasonably practicable either on the ASX or to an investor who falls within an exemption under section 708 of the Corporations Act provided that the sale must be at a price that is no less than 80% of the volume weighted average price at which Shares were traded on the ASX on the 10 trading days before the sale date and apply the sale proceeds (**Sale Proceeds**) in the following priority:
 - (A) first, to pay the Company any outstanding Loan Amount (if any) in relation to the Shares and the Company's reasonable costs in selling the Shares;
 - (B) second, to the extent the Sale Proceeds are sufficient, to repay the Participant any cash consideration paid by the Participant or Loan

Amount repayments (including any cash dividends applied to the Loan Amount) made by or on behalf of the Participant; and

- (C) lastly, any remainder to the Company to cover its costs of managing the Plan.

(h) **Sale of Shares to repay Loan:**

- (i) A Loan shall become repayable in full where:
 - (A) the Participant (or, where the Participant is an Associate of an Eligible Employee, the Eligible Employee) ceases to be an Eligible Employee for any reason (including death);
 - (B) the Participant suffers an event of insolvency;
 - (C) the Participant breaches any condition of the Loan or the Plan; or
 - (D) a Restriction Condition in relation to Shares subject to the Loan is not satisfied by the due date, or becomes incapable of satisfaction in the opinion of the Board (and is not waived).
- (ii) Where a Loan becomes repayable and at that time a Restriction Condition in relation to Shares subject to the Loan is not satisfied, or is incapable of being satisfied in the opinion of the Board (and is not waived), the Shares must be sold and the Sale Proceeds applied to repay the Loan in accordance the Plan.
- (iii) Where a Loan in relation to Shares becomes repayable and at that time Restriction Conditions in relation to the Shares have either been satisfied or are waived, the Company must give the Participant a 30 day period to repay the Loan, failing which the Company must sell the Shares and apply the Sale Proceeds in accordance with the Plan.
- (i) **Power of Attorney:** The Participant irrevocably appoints each of the Company and each director of the Company severally as his or her attorney to do all things necessary to give effect to the sale of the Participant's Shares in accordance with the Plan.
- (j) **Plan limit:** The Company must take reasonable steps to ensure that the number of Shares offered by the Company under the Plan when aggregated with:
 - (i) the number of Shares issued during the previous 5 years under the Plan (or any other employee share plan extended only to Eligible Employees); and
 - (ii) the number of Shares that would be issued if each outstanding offer for Shares (including options to acquire unissued Shares) under any employee incentive scheme of the Company were to be exercised or accepted,

does not exceed 5% of the total number of Shares on issue at the time of an offer (but disregarding any offer of Shares or option to acquire Shares that can be disregarded in accordance with relevant ASIC Class Orders).

- (k) **Restriction on transfer:** Participants may not sell or otherwise deal with a Plan Share until the Loan Amount in respect of that Plan Share has been repaid and any restriction conditions in relation to the Shares have been satisfied or waived. The Company is authorised to impose a holding lock on the Shares to implement this restriction.
- (l) **Quotation on ASX:** The Company will apply for each Plan Share to be admitted to trading on ASX upon issue of the Plan Share. Quotation will be subject to the ASX Listing Rules and any holding lock applying to the Shares.
- (m) **Rights attaching to Shares:** Each Plan Share shall be issued on the same terms and conditions as the Company's issued Shares (other than in respect of transfer restrictions imposed by the Plan) and it will rank equally with all other issued Shares from the issue date except for entitlements which have a record date before the issue date.