

Bidder's Statement

in relation to Recommended Takeover Offers by

**WHL Energy Limited (ACN 113 326 524) (to be renamed
'Quantify Technology Holdings Limited')**

**to acquire ALL of your Quantify Ordinary Shares and ALL of your
Quantify Ordinary Options in**

QUANTIFY TECHNOLOGY LTD

(ACN 160 392 898)

Consideration offered is:

**1.0189 WHL Shares and 0.4891 WHL Performance Shares for every 1
Quantify Ordinary Share you own¹; and**

1.0238 WHL Bid Options for every 1 Quantify Ordinary Option you own¹.

The Takeover Offers are dated 11 November 2016 and will close at 5.00pm (WST) on 31 January 2017, unless extended or withdrawn.

The Quantify Board unanimously recommend that Quantify Ordinary Shareholders and Quantify Ordinary Optionholders accept the Takeover Offers in the absence of a superior proposal and in the absence of a variation or waiver of an Essential Bid Condition. The directors of Quantify have indicated that they will accept the Takeover Offers in respect of their own holdings, in the absence of a superior proposal and in the absence of a variation or waiver of an Essential Bid Condition.

Legal Advisor to WHL:
STEINPREIS PAGANIN 
Lawyers & Consultants

¹ Following the proposed 1:83 Consolidation of the capital of WHL for which the approval of WHL Shareholders is being sought at the WHL Shareholder Meeting to be held on 30 November 2016. On a pre-Consolidation basis, the consideration to be paid under the Takeover Offer would be 84.569 WHL Shares and 40.595 WHL Performance Shares for every 1 Quantify Share held, and 84.975 WHL Bid Options for every 1 Quantify Ordinary Option held. See Section 3.11 of this Bidder's Statement for further information.

IMPORTANT INFORMATION

Bidder's Statement

This document (**Bidder's Statement**), dated 7 November 2016, is issued by WHL Energy Limited (ACN 113 326 524) (**WHL** or the **Company**) under Part 6.5 of the Corporations Act in relation to an off-market offer by WHL to acquire all Quantify Ordinary Shares (including all Rights attaching to them) and all Quantify Ordinary Options and sets out certain disclosures required by the Corporations Act.

A copy of this Bidder's Statement was lodged with ASIC on 7 November 2016. ASIC takes no responsibility for the contents of this Bidder's Statement.

Investment Risks

There are a number of risks that may have a material impact on the value of the Takeover Offers, the future performance of the Merged Group and the value of WHL Shares. These are described in Section 8 of this Bidder's Statement.

Foreign Jurisdictions

The distribution of this document and the making of the Takeover Offers may be restricted by the laws of foreign jurisdictions. Persons who come into possession of this Bidder's Statement should observe any such restrictions.

The Takeover Offers are not being made, directly or indirectly, in any country or to any person where it would be unlawful. This Bidder's Statement does not constitute an offer of securities in any jurisdiction in which it would be unlawful.

This Bidder's Statement may only be distributed to existing shareholders of Quantify resident in Australia.

No action has been taken to register or qualify the WHL Shares, the WHL Performance Shares, or the WHL Bid Options to permit a public offer of these

securities outside Australia, its external territories, and New Zealand.

This Bidder's Statement has been prepared having regard to Australian disclosure requirements. These disclosure requirements may differ from other countries.

Disclosure Regarding Forward Looking Statements

This Bidder's Statement includes forward-looking statements that have been based on WHL's current expectations and predictions about future events including WHL's intentions (which include those set out in Section 6). These forward-looking statements are, however, subject to inherent risks, uncertainties and assumptions that could cause actual results, performance or achievements of WHL, Quantify and the Merged Group to differ materially from the expectations and predictions, expressed or implied, in such forward-looking statements. These factors include, among other things, those risks identified in Section 8.

None of WHL, its officers, nor persons named in this Bidder's Statement with their consent or any person involved in the preparation of this Bidder's Statement makes any representation or warranty (express or implied) as to the accuracy or likelihood of any forward looking statements. You are cautioned not to place reliance on these statements in the event that the outcome is not achieved. The forward looking statements in this Bidder's Statement reflect views held only at the date of this Bidder's Statement.

Value of WHL Shares

The implied value of the Share Takeover Offer will vary with the market price of WHL Shares. Further information on the implied value of the Share Takeover Offer is contained in Section 2.1. Before accepting the Takeover Offers, Quantify Ordinary Shareholders and Quantify Ordinary Optionholders should obtain

current quotes for WHL Shares from their stockbroker or other financial adviser.

In addition, all references to the implied value of the Share Takeover Offer are subject to the effects of rounding.

Number of WHL Securities - Post Consolidation

WHL intends to undertake a 1 for 83 Consolidation of its securities as part of its merger with Quantify. All references in this Bidder's Statement to WHL Share, WHL Performance Share and WHL Option numbers are stated on a post Consolidation basis unless stated otherwise. In particular, the consideration being offered to Quantify Ordinary Shareholders and Quantify Ordinary Optionholders under the Takeover Offers of 1.0189 WHL Shares and 0.4891 WHL Performance Shares per Quantify Ordinary Share and 1.0238 WHL Bid Options per Quantify Ordinary Options is on a post-Consolidation basis.

Investment Advice

This Bidder's Statement does not take into account the individual investment objectives, financial situation or particular needs of each Quantify Ordinary Shareholder and/or Quantify Ordinary Optionholder (or any other person). You may wish to seek independent financial and taxation advice before making a decision as to whether or not to accept the Takeover Offers.

Privacy

WHL has collected your information from the registers of Quantify for the purposes of making the Takeover Offers and administering your acceptance over your Quantify Ordinary Shares and/or Quantify Ordinary Options. WHL and its share registry may use your personal information in the course of making and implementing the Takeover Offers. WHL and its share registry may also disclose your personal information to their related bodies corporate and external service providers and may be required to disclose such information to regulators, such as ASIC and ASX. By submitting an Acceptance Form, you authorise WHL to

disclose any personal information contained in your Acceptance Form or collected from the register of Quantify to WHL, Quantify, its share registry and their related bodies corporate and external service providers (**Collecting Parties**) where necessary, for any purpose in connection with the Takeover Offers, including processing your acceptance of the Offer and complying with applicable law, the Corporations Act, the ASX Listing Rules, the ASX Settlement Operating Rules and any requirements imposed by any Government Authority. Any disclosure of your personal information made for the above purposes will be on a confidential basis and in accordance with the Privacy Act 1988 (Cth) and all other legal requirements. If you would like details of, or would like to update, information about you held by WHL, please contact WHL at the address set out in the Corporate Directory.

Defined Terms

A number of defined terms are used in this Bidder's Statement. Unless expressly specified otherwise, defined terms have the meaning given in Section 11.

Internet Sites

WHL and Quantify each maintain internet sites. The URL location for WHL is www.whlenergy.com and for Quantify is www.quantifytechnology.com. Information contained in or otherwise accessible through these internet sites are not part of this Bidder's Statement. All references to these sites in this Bidder's Statement are for information purposes only.

Estimates and Assumptions

Unless otherwise indicated, all references to estimates, assumptions and derivations of the same in this Bidder's Statement are references to estimates, assumptions and derivations of the same by WHL's management. Management estimates reflect and are based on views as at the date of this Bidder's Statement, and actual facts or outcomes may materially differ from those estimates or assumptions.

Effect of Rounding

Figures, amounts, percentages, prices, estimates, calculations of value and fractions in this Bidder's Statement may be subject to the effect of rounding. Accordingly, the actual figures may vary from those included in this Bidder's Statement.

Currencies

In this Bidder's Statement, references to "Australian dollars", "AUD", "\$", "A\$" or "cents" are to the lawful currency of Australia.

This Bidder's Statement may contain conversions of relevant currencies to other currencies for convenience. These conversions should not be construed as representations that the relevant currency could be converted into the other currency at the rate used or at any other rate. Conversions that have been calculated at the date of this Bidder's Statement (or any other relevant date) may not correspond to the amounts shown in the historic or future financial statements of WHL or Quantify in respect of which different exchange rates may have been, or may be, used.

Maps and diagrams

Any diagrams and maps appearing in this Bidder's Statement are illustrative only and may not be drawn to scale. Unless stated otherwise, all data contained in charts, maps, graphs and tables is based on information available at the date of this Bidder's Statement.

Queries

You should contact your legal, financial or professional advisor if you are unsure about how to deal with this Bidder's Statement.

If you have any enquires about the Takeover Offers, please contact WHL's Company Secretary on +61 8 6500 0271 or your professional financial advisor.

8 November 2016

Dear Quantify Ordinary Shareholders and Quantify Ordinary Optionholders

RECOMMENDED OFF-MARKET TAKEOVER OFFERS FOR QUANTIFY TECHNOLOGY LTD

On behalf of the directors of WHL (**Directors**), I am pleased to enclose offers to acquire all of your Quantify Ordinary Shares and all of your Quantify Ordinary Options in Quantify Technology Ltd (ACN 160 392 898) (**Quantify**).

By accepting WHL's offers you will receive, subject to the terms and conditions of the applicable offers:

- (a) 1.0189 WHL Shares and 0.4891 WHL Performance Shares for every 1 Quantify Ordinary Share you own (**Share Takeover Offer**); and
- (b) 1.0238 WHL Bid Options for every 1 Quantify Ordinary Option you own (**Option Takeover Offer**),

(the Share Takeover Offer and Option Takeover Offer together being referred to as, the **Takeover Offers**).

These terms and conditions of the Takeover Offers are explained further in Annexure A.

The Share Takeover Offer values each Quantify Ordinary Share at between²:

- (a) \$0.0611 (if the WHL Performance Shares do not vest and have a nil value); and
- (b) \$0.0905 (if the WHL Performance Shares vest and assuming Shares have a value of \$0.06).

The actual value will depend on the price of Shares at the time a WHL Performance Share vests.

In addition to this attractive value, you will enjoy ASX trading liquidity and you may also be entitled to full or partial Australian capital gains tax rollover relief.

You will also continue to benefit from the expertise of the Quantify Board and management team, with Mr Mark Lapins (current Managing Director of Quantify) and Mr Aidan Montague (current Chairman of Quantify) who along with Mr Alex Paor, will form the new Board of WHL post completion of the Takeover Offers.

The Quantify Board, in the absence of a superior proposal and in the absence of a variation or waiver of an Essential Bid Condition, unanimously recommends that Quantify Ordinary Shareholders and Quantify Ordinary Optionholders accept the Takeover Offers.

The Directors believe you should ACCEPT the Takeover Offers for the following reasons:

² WHL agreed to offer \$15,000,000 worth of Shares (at a deemed issue price of \$0.06 per Share post Consolidation, being the proposed issue price under the Capital Raising) to Quantify Ordinary Shareholders, with the remaining \$7,000,000 in value to be contingently provided through the issue of Performance Shares that only vest and convert into Shares on the satisfaction of agreed milestones. See Section 2.1 for further details.

1. You will receive attractive value for Your Quantify Ordinary Shares;
2. You will gain ASX share trading liquidity;
3. You will become a shareholder or optionholder in a better capitalised company with improved access to capital;
4. The Board unanimously recommends that you accept the Takeover Offers in the absence of a superior proposal;
5. Quantify Ordinary Shareholders representing 65.8% of Quantify Ordinary Shares on issue, and Quantify Ordinary Optionholders representing 49.8% of Quantify's Ordinary Options on issue intend to accept the Takeover Offers in the absence of a superior proposal and in the absence of a variation or waiver of an Essential Bid Condition; and
6. You may be eligible for full or partial capital gains tax rollover relief.

The conditions of the Share Takeover Offer are explained further in Section 1.8 of Annexure A and include obtaining the necessary approvals from WHL Shareholders required as a result of the Share Takeover Offer.

The Option Takeover Offer is conditional on the Share Takeover Offer becoming unconditional (see Section 2.8 of Annexure A).

In conjunction with the Takeover Offers, WHL will seek to raise at least \$3.5 million and up to \$5 million at an issue price of \$0.06 per WHL Share (on a post-Consolidation basis) under a full form Prospectus (**Prospectus Offer**).

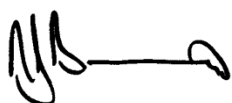
We encourage you to read this Bidder's Statement carefully, including the risk factors set out in Section 8 before accepting the Takeover Offers.

To accept the Takeover Offers, you should follow the instructions on the Acceptance Form enclosed with this Bidder's Statement.

The Takeover Offers are open for your acceptance until 5.00 pm (WST) on 31 January 2017, unless extended or withdrawn.

If you have any questions about the Takeover Offers, please contact your professional financial advisor or contact WHL's Company Secretary on +61 8 6500 0271.

Yours sincerely



Neville Bassett
Non-Executive Director
WHL Energy Limited

KEY DATES*

Announcement of Merger and suspension of WHL Shares from trading on ASX	12 September 2016
Dispatch Notice of Meeting to WHL Shareholders	31 October 2016
Lodgement of Bidder's Statement and Target Statement with ASIC	8 November 2016
Bidder's Statement and Target Statement sent to Quantify Ordinary Shareholders	11 November 2016
Takeover Offers open	11 November 2016
Prospectus lodged with ASIC for Prospectus Offer	23 November 2016
Meeting to approve Merger and associated transactions	30 November 2016
Prospectus Offer closes (unless otherwise extended or withdrawn)	25 January 2017
Takeover Offers close (unless otherwise extended or withdrawn)	31 January 2017
Completion of Merger and issue of Shares under Capital Raising	3 February 2017
Re-instatement to trading on ASX	17 February 2017

* All dates and times subject to change without notice subject to applicable regulatory requirements.

CORPORATE DIRECTORY

Share Registry for the Takeover Offers*

Automatic Registry Services
Level 1, 7 Ventnor Avenue
WEST PERTH WA 6005

Directors

Neville Bassett – Non-Executive Director[^]
Gary Castledine – Non-Executive Director[^]
Faldi Ismail – Non-Executive Director[^]

Proposed Directors

Mark Lapins – Managing Director
Aidan Montague – Executive Chairman
Alex Paor – Non-Executive Director

Company Secretary

Neville Bassett

[^] Retiring upon completion of the Merger. Neville Bassett will remain in his role as Company Secretary upon completion of the Merger.

* These entities have been included for information purposes only. They have not been involved in the preparation of this Bidder's Statement.

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ASX Code: WHN

Proposed ASX Code: QFY

Website

www.quantifytechnology.com

Australian Solicitors to the Company

Steinepreis Paganin
Lawyers and Consultants
Level 4, The Read Buildings
16 Milligan Street
PERTH WA 6000

Auditor*

HLB Mann Judd
Level 4, 130 Stirling Street
PERTH WA 6000

CONTENTS

1.	INVESTMENT OVERVIEW	9
2.	WHY YOU SHOULD ACCEPT THE OFFER	22
3.	PROFILE OF WHL ENERGY LIMITED	26
4.	PROFILE OF QUANTIFY TECHNOLOGY LTD.....	52
5.	MERGED GROUP	62
6.	INTENTIONS OF WHL.....	69
7.	AUSTRALIAN TAX CONSIDERATIONS	71
8.	RISK FACTORS	76
9.	ADDITIONAL INFORMATION	88
10.	DIRECTORS AUTHORISATION	103
11.	DEFINITIONS AND INTERPRETATION	104
	ANNEXURE A – TERMS OF TAKEOVER OFFERS	111
	ANNEXURE B – WHL’S ASX ANNOUNCEMENTS.....	131
	ANNEXURE C – QUANTIFY INTELLECTUAL PROPERTY	132

1. INVESTMENT OVERVIEW

The information in this Section is intended to provide an overview of WHL, the Takeover Offers that WHL are making for your Quantify Ordinary Shares and Quantify Ordinary Options and the risks you should consider.

The information in this Section 1 is not intended to be comprehensive and should be read in conjunction with the detailed information contained in this Bidder's Statement.

You should read this Bidder's Statement in its entirety and the Target's Statement (when received) before deciding how to deal with your Quantify Ordinary Shares and Quantify Ordinary Options. The detailed terms of the Takeover Offers are set out in Annexure A.

The information in this Section 1 is set out by way of response to a series of questions. WHL believes this is the most informative way to provide the information. Each answer has, where appropriate, cross-references to other questions in this Investment Overview and other parts of this Bidder's Statement, including the Annexures, which contain more information that you might find useful or relevant.

Part A of this Investment Overview deals with the Takeover Offers. **Part B** deals with WHL, its business and assets and WHL securities. **Part C** deals with risks relating to WHL, Quantify, the Takeover Offers and the Merged Group. **Part D** deals with other relevant questions.

If you have any questions about the Takeover Offer, please contact WHL's Company Secretary on +61 8 6500 0271, or your professional financial advisor.

PART A – OVERVIEW OF THE TAKEOVER OFFERS

No.	Question	Answer	Further information
1.	What is WHL offering to buy?	WHL is offering to buy all Quantify Ordinary Shares and all Quantify Ordinary Options on the terms set out in this Bidder's Statement. You may only accept a Takeover Offer in respect of all (and not some) of Your Quantify Ordinary Shares or Quantify Ordinary Options (as the case may be).	Annexure A contains the full terms of the Takeover Offers and the Conditions.
2.	What will you receive if you accept the Share Takeover Offer?	If you accept the Share Takeover Offer, subject to satisfaction of the Conditions of the Share Takeover Offer, you will receive 1.0189 WHL Shares and 0.4891 WHL Performance Shares for every 1 Quantify Ordinary Share held by you on a post-Consolidation basis.	Annexure A contains full terms of the Share Takeover Offer and the Conditions.
3.	What will you receive if you accept the Option Takeover Offer?	If you accept the Option Takeover Offer, subject to satisfaction of the Conditions of the Option Takeover Offer, you will receive 1.0238 WHL Bid Options for every 1 Quantify	Annexure A contains full terms of the Option Takeover Offer and the Conditions.

		Ordinary Option held by you on a post-Consolidation basis.	
4.	What is the value of the Share Takeover Offer?	<p>The implied value of the Share Takeover Offer is between:</p> <p>(a) \$0.0611, assuming a deemed issue price of \$0.06 (if the WHL Performance Shares do not vest and have a nil value); and</p> <p>(b) \$0.0905 (if the WHL Performance Shares vest and assuming Shares have a value of \$0.06).</p> <p>The actual value of the Share Takeover Offer may change as a consequence of changes in the market price of WHL Shares.</p>	Section 2.1 of this Bidder's Statement provides further information in respect of the implied value of the Share Takeover Offer.
5.	How long will the Takeover Offers remain open?	The Takeover Offers open on 11 November 2016. Unless withdrawn or extended in accordance with the Corporations Act, the Takeover Offers are scheduled to close at 5:00 pm (WST) on 31 January 2017.	
6.	Can the Offer Period be extended?	The Offer Period can be extended at WHL's election, up to a maximum period of 12 months after the opening date of the Offer Period. Quantify Ordinary Shareholders and Quantify Ordinary Optionholders will be provided with written notice of any extension, and the extension will be announced to ASX.	Section 1.2 of Annexure A of this Bidder's Statement contains more information as to the Offer Period.
7.	What choices do I have as a Quantify Ordinary Shareholder or Quantify Ordinary Optionholder?	<p>As a Quantify Ordinary Shareholder or Quantify Ordinary Optionholder, you have the following choices in respect of Your Quantify Ordinary Shares or Quantify Ordinary Options (as the case may be):</p> <p>(a) accept the relevant Share Takeover Offer or Option Takeover Offer;</p> <p>(b) exercise or sell all or some of your Quantify Ordinary Options outside of the Option Takeover Offer and/or sell all or some of your Quantify Ordinary Shares outside of the Share Takeover Offer. However, as Quantify Ordinary</p>	

		<p>Shares and Quantify Ordinary Options are not listed on any securities exchange, this may be difficult for you to do; or</p> <p>(c) do nothing.</p>	
8.	How do I accept a Takeover Offer?	To accept the Takeover Offer, you should follow the instructions set out in this Bidder's Statement and in the enclosed Acceptance Form.	See your Acceptance Form enclosed with this Bidder's Statement and Section 1.4 (with respect to the Share Takeover Offer) and Section 2.5 (with respect to the Option Takeover Offer) of Annexure A for further information.
9.	Can I accept a Takeover Offers for part of my holding?	No, you must accept a Takeover Offer for all of your Quantify Ordinary Shares and/or Quantify Ordinary Options (as the case may be).	Section 1.6(c)(i) (with respect to the Share Takeover Offer) and Section 2.6(a)(i) (with respect to the Option Takeover Offer) of Annexure A of this Bidder's Statement.
10.	If I accept a Takeover Offer can I withdraw my acceptance?	You cannot withdraw or revoke your acceptance unless a withdrawal right arises under the Corporations Act. A withdrawal right will arise if, after you have accepted a Takeover Offer, WHL varies the Takeover Offer in a way that postpones for more than 1 month the time that WHL has to meet its obligations under the Takeover Offer (for example, if WHL extends the Offer Period for more than 1 month while the Takeover Offer remains subject to any of the Conditions).	Section 1.6 (with respect to the Share Takeover Offer) and Section 2.5 (with respect to the Option Takeover Offer) of Annexure A of this Bidder's Statement contains more information as to the limited circumstances in which you may be able to revoke or withdraw your acceptance.
11.	What happens if I do not accept a Takeover Offer?	Subject to the explanation below, you will remain a shareholder and/or optionholder of Quantify and will not receive the Offer Consideration.	Section 6 of this Bidder's Statement provides more information regarding WHL's intentions in the

		<p>If you do not accept a Takeover Offer and WHL acquires a Relevant Interest in at least 90% of Quantify Ordinary Shares and the other conditions of the Share Takeover Offer are satisfied or waived, WHL intends to proceed to compulsorily acquire the outstanding securities in Quantify that it does not already own. In such circumstances, holders of Quantify Ordinary Shares and Quantify Ordinary Options will be invited to claim the applicable Offer Consideration. Therefore, accepting a Takeover Offer will result in you receiving the applicable Offer Consideration sooner if you accept a Takeover Offer, rather than having your Quantify Ordinary Shares and/or Quantify Ordinary Options compulsorily acquired.</p> <p>If the Takeover Offers become or are declared unconditional but WHL does not become entitled to compulsorily acquire your Quantify Ordinary Shares and/or Quantify Ordinary Options (as the case may be) under the Corporations Act, unless you sell your Quantify Ordinary Shares and/or Quantify Ordinary Options, you will remain a shareholder and/or optionholder in Quantify.</p> <p>In these circumstances and, depending on the number of Quantify Ordinary Shares acquired by WHL, Quantify Ordinary Shareholders who did not accept the Share Takeover Offer may be a minority shareholder of Quantify in what will be a less liquid stock as Quantify will not be listed on the ASX.</p>	<p>event that it does and does not acquire a Relevant Interest in at least 90% of the Quantify Ordinary Shares.</p>
12.	What happens if WHL improves the Offer Consideration?	<p>If WHL improves the Offer Consideration, all the Quantify Ordinary Shareholders and/or Quantify Ordinary Optionholders (as applicable) who accept a Takeover Offer (whether or not they have accepted a Takeover Offer before or after such improvement) will be entitled to the benefit of the improved Offer Consideration, should a Takeover</p>	<p>This is a requirement of, and governed by, the Corporations Act.</p> <p>Annexure A to this Bidder's Statement sets out further information.</p>

		Offer become or be declared unconditional.	
13.	Are there conditions to the Takeover Offers?	<p>The Share Takeover Offer is subject to the Conditions set out in Section 1.8 of Annexure A and include:</p> <p>(a) WHL acquiring a Relevant Interest in at least 90% of the aggregate of all the Quantify Ordinary Shares on issue by the end of the Offer Period (thereby becoming entitled to compulsorily acquire all of the outstanding Quantify Ordinary Shares and Quantify Ordinary Options under Part 6A.1 of the Corporations Act) (in the event that WHL has received acceptances in respect of 80% of the Quantify Ordinary Shares, WHL may waive this condition without Quantify's consent);</p> <p>(b) the Prospectus Offer closes and, as at the close of the Prospectus Offer, WHL receives or becomes entitled to receive, in immediately available funds, gross proceeds of no less than \$3.5 million as a result of subscriptions made under the Prospectus Offer;</p> <p>(c) obtaining from the WHL Shareholders the approvals necessary to change its nature and scale under ASX Listing Rule 11.1.2 as a result of the Takeover Offers, undertake the Prospectus Offer, appoint the Proposed Directors to the WHL board, issue a new class of share capital in WHL (being the WHL Performance Shares and the WHL Founder Performance Shares), and the Consolidation (among others);</p>	<p>Section 1.8 (with respect to the Share Takeover Offer) and Section 2.8 (with respect to the Option Takeover Offer) of Annexure A to this Bidder's Statement sets out the Conditions in full.</p>

		<p>(d) that no Prescribed Occurrence occurs in respect of Quantify; and</p> <p>(e) that no material adverse change occurs in relation to Quantify.</p> <p>The Option Takeover Offer is conditional on the Share Takeover Offer becoming unconditional (see Section 2.8 of Annexure A).</p>	
14.	What if the Conditions are not satisfied or waived?	<p>If a Takeover Offer closes and the applicable Conditions are not satisfied or waived, the Takeover Offer will lapse, and your acceptance will be void. In other words, you will continue to hold your Quantify Ordinary Shares and/or Quantify Ordinary Options (as applicable) (unless you otherwise sell them). WHL will announce whether the Conditions have been satisfied or waived during the Offer Period in accordance with its obligations under the Corporations Act.</p>	Annexure A to this Bidder's Statement sets out further information.
15.	Will my new WHL Securities be listed on ASX?	<p>Within 7 days of the date of this Bidder's Statement, WHL will apply to ASX for quotation on the Official List of the new WHL Shares and new WHL Bid Options to be issued as Offer Consideration. Quotation of the new WHL Shares and WHL Bid Options depends on ASX exercising its discretion to admit them to quotation on the Official List.</p> <p>As the Takeover Offers, if successful, will result in a significant change in nature and scale of WHL's activities under ASX Listing Rule 11.1, trading in WHL's Securities has been suspended following the date of WHL's announcement of the Merger and may continue to be suspended until WHL satisfies the requirements of Chapters 1 and 2 of the ASX Listing Rules in accordance with ASX Listing Rule 11.1.3.</p> <p>The WHL Performance Shares will not be quoted on the ASX. However, WHL will apply for WHL Shares issued on conversion of the WHL Performance Shares to be quoted on the Official List, subject</p>	Section 3.15 of this Bidder's Statement contains more information in relation to the re-admission of WHL Shares to trading on the ASX.

		to any ASX Listing Rule escrow requirements.	
16.	Will my WHL Shares be restricted from trading?	<p>WHL Shares and WHL Bid Options issued (and WHL Shares issued upon conversion of WHL Performance Shares) as Offer Consideration may be subject to trading restrictions for a period of time in accordance with the ASX Listing Rules, depending on:</p> <ul style="list-style-type: none"> • whether or not you are a related party or promoter of WHL; • the amount of cash that you paid for your Quantify Ordinary Shares and/or your Quantify Ordinary Options; and • the date of issue of your Quantify Ordinary Shares and/or Quantify Ordinary Options. 	
17.	What will happen with the other Quantify Securities not subject to the Takeover Offers?	Under the MIA, the Company has agreed to make offers to acquire Quantify's other issued securities that are not subject to the Takeover Offers by private agreement, as set out in Sections 9.6.1 to 9.6.4 of this Bidder's Statement.	

PART B – OVERVIEW OF WHL

No.	Question	Answer	Further information
1.	Who is WHL?	<p>WHL is a public company listed on the Official List (ASX code: WHN) with its principal focus being oil and gas exploration. WHL was incorporated on 10 March 2005 and was admitted to the Official List on 6 September 2007.</p> <p>On 12 September 2016, WHL announced it had signed a merger implementation agreement (MIA) under which it agreed to acquire all of the issued securities of the unlisted Australian public company Quantify Technology Ltd (Merger), which holds an attractive portfolio of patented technology that enables the monitoring and management of internet enabled devices to create truly intelligent buildings.</p>	Sections 3, 6, 8 and 9 of this Bidder's Statement contain more information about WHL's assets, financial position, details of WHL securities currently on issue and the risks that may apply to an investment in WHL.

		<p>Following successful completion of the Merger, WHL intends to focus on the development and marketing of the Quantify Business.</p> <p>WHL proposes to change its name to "Quantify Technology Holdings Limited", which in its opinion will be better suited to its new direction.</p>	
2.	<p>What rights and liabilities will attach to my new WHL Shares, WHL Performance Shares and WHL Bid Options?</p>	<p>The new WHL Shares issued under the Share Takeover Offer will be issued fully paid and will from the time of issue rank equally with existing WHL Shares.</p> <p>The new WHL Performance Shares issued under the Share Takeover Offer will be issued on the terms and conditions outlined in Section 3.20. The WHL Performance Shares will convert into WHL Shares upon the satisfaction of any one of the Milestones attaching to the WHL Performance Shares. WHL Shares issued on conversion of the WHL Performance Shares will rank equally with existing WHL Shares.</p> <p>The new WHL Bid Options issued under the Option Takeover Offer will be exercisable at \$0.075 on or before 30 September 2019 and will otherwise be issued on the terms and conditions outlined in Section 3.21.</p>	<p>Sections 3.19, 3.20 and 3.21 of this Bidder's Statement contain more information about the rights and liabilities attaching to WHL Shares and WHL Performance Shares.</p>
3.	<p>Who are the WHL Directors and Proposed Directors and what experience do they have?</p>	<p>The Directors are:</p> <ul style="list-style-type: none"> (a) Mr Faldi Ismail – Non-Executive Director; (b) Mr Gary Castledine – Non-Executive Director; and (c) Mr Neville Bassett – Non-Executive Director. <p>Upon successful completion of the Merger, the existing members of the WHL Board will resign and nominees of Quantify will be appointed.</p> <p>The Proposed Directors are:</p> <ul style="list-style-type: none"> (a) Mr Mark Lapins – Managing Director; (b) Mr Aidan Montague – Executive Chairman; and (c) Mr Alex Paor – Non-Executive Director. 	<p>Sections 3.4 and 3.5 of this Bidder's Statement contain further information in relation to the expertise of the WHL Directors and the Proposed Directors.</p>

4.	Do the WHL Directors or Proposed Directors have any securities in, or potential conflicts of interest in relation to, Quantify?	<p>WHL Directors do not, at the date of this Bidder's Statement, hold any securities in, or have any potential conflicts of interests in relation to, Quantify, with the exception of Neville Bassett, who holds an indirect interest in 3,869,160 Quantify Shares (Class C) held by Mintaka Nominees Pty Ltd (Mintaka), an entity which he controls.</p> <p>The Proposed Directors, at the date of this Bidder's Statement, have total indirect interests in approximately 51.8% of Quantify Ordinary Shares, and a total of indirect and direct interests in 43.34% of the Quantify Ordinary Options.</p> <p>Lapins Holdings Pty Ltd (ACN 067 117 506) as trustee for the Lapins Family Account (Lapins Holdings), a trust associated with Mark Lapins, a Proposed Director, is the beneficial holder of 1,000 Quantify Class A Performance Shares and 1,000 Class B Performance Shares (Quantify Performance Shares).</p> <p>Alex Paor, a Proposed Director, is a director of Copper Coast Investments Pty Ltd as trustee for the Wallaroo Shores Unit Trust (Copper Coast), which has an agreement with Quantify in relation to the sale and installation of Quantify's products at Copper Coast's proposed resort and residential development project in Wallaroo, South Australia (Wallaroo Project Agreement).</p>	Sections 3.10 and 9.8 of this Bidder's Statement contain further information in relation to the security holdings of the WHL Directors in Quantify. Refer to the Target's Statement for further information in relation to the Wallaroo Project Agreement.
5.	Do the WHL Directors or Proposed Directors have any securities in, or potential conflicts of interest in relation to, WHL?	<p>As at the date of this Bidder's Statement, the WHL Directors have the following interests in WHL securities (on a pre-Consolidation basis):</p> <ul style="list-style-type: none"> (a) Faldi Ismail has an interest in 350,000 WHL Shares and 20,000 WHL Options; (b) Gary Castledine has an interest in 50,000,000 WHL Shares; and (c) Neville Bassett has an interest in 7,500,000 WHL Shares and 1,875,000 WHL Options. 	Sections 3.8, 3.10, 9.6.6 and 9.8 of this Bidder's Statement contains further information in relation to the interests of the WHL Directors and Proposed Directors in WHL.

		<p>Subject to shareholder approval, Westar Capital Limited (an entity controlled by director Neville Bassett) (Westar) is entitled to be issued one Broker Option (on a post Consolidation basis) for every dollar it raises under the Prospectus Offer, up to a maximum of 5 million Broker Options (on a post Consolidation basis).</p> <p>Subject to WHL Shareholder approval, the WHL Directors may each subscribe for up to \$50,000 worth of WHL Shares under the Prospectus Offer.</p> <p>Westar is entitled, subject to any necessary WHL Shareholder approval, to be issued WHL Shares in satisfaction of a 10% commission payable on certain sales of Quantify products to buyers introduced by Westar.</p> <p>Mintaka, an entity controlled by Neville Bassett, holds 3,869,160 Quantify Shares (Class C). WHL has entered into an agreement with Mintaka to acquire these Class C shares in consideration for the issue of 3,942,262 WHL Shares, subject to WHL Shareholder approval.</p> <p>None of the Proposed Directors have an interest in existing WHL securities.</p> <p>Subject to WHL Shareholder approval, WHL has agreed to issue:</p> <ul style="list-style-type: none"> (a) 30,000,000 WHL Founder Performance Shares to Lapin Holdings to acquire its Quantify Performance Shares; and (b) 6,250,000 WHL Performance Rights to Proposed Directors Mark Lapins and Aiden Montague. <p>WHL has agreed to pay Cuda Development Corporation Pty Ltd (Cuda), a company associated with Proposed Director Mark Lapins, \$500,000 in cash (or in WHL Shares to the extent ASX does not permit the payment of cash) as</p>	
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		<p>reimbursement of past expenditure incurred in developing Quantify's Intellectual Property.</p> <p>Under the Wallaroo Project Agreement, Quantify has agreed to procure that WHL, subject to compliance with the ASX Listing Rules, will grant Copper Coast up to 12.5 million WHL Options (on a post Consolidation basis) on the same terms as the WHL Bid Options upon notification by Copper Coast following WHL being re-admitted to the Official List.</p>	
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PART C – OVERVIEW OF RISKS

No.	Question	Answer	Further information
1.	Are there risks if I accept the Takeover Offers?	<p>Yes, if you accept a Takeover Offer, and it becomes unconditional, you will be issued new WHL Shares and WHL Performance Shares (pursuant to the Share Takeover Offer) and/or new WHL Bid Options (pursuant to the Option Takeover Offer) and WHL will acquire Quantify. There are risks in holding WHL securities.</p> <p>The financial and operational performance of WHL's business, and the value and trading prices for WHL Shares will be influenced by a range of risks. Many of these risks are beyond the control of WHL's Board and management.</p> <p>Section 8 of this Bidder's Statement provides a detailed explanation of these risks. Specifically it deals with:</p> <ul style="list-style-type: none"> (a) risks relating to the Takeover Offers; (b) risks relating to the change in nature and scale of activities; (c) risks in respect of Quantify's current operations (to which you are already exposed); and (d) general risks relating to the Merged Group. <p>Some of the key risks which may affect Quantify Ordinary Shareholders include:</p>	See Section 8 of this Bidder's Statement which contains full details in respect of each of the risks.

		<p>(a) a potential decrease in the value of WHL Shares after successful completion of the Takeover Offers; and</p> <p>(b) a risk that the Takeover Offers will complete without WHL acquiring a 90% interest in Quantify resulting in minority shareholdings existing in Quantify, which may adversely affect operations.</p>	
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PART D – OTHER RELEVANT QUESTIONS

No.	Question	Answer	Further information
1.	When will you receive your consideration?	<p>If you accept a Takeover Offer, and the applicable Offer is declared unconditional, WHL will issue you, as applicable, WHL Shares and WHL Performance Shares (pursuant to the Share Takeover Offer) and/or WHL Bid Options (pursuant to the Option Takeover Offer) as consideration for Your Quantify Ordinary Shares and/or Quantify Ordinary Options on or before the earlier of:</p> <p>(a) one month after you have validly accepted a Takeover Offer or the contract resulting from its acceptance has become unconditional (whichever is later); and</p> <p>(b) 21 days after the end of the Offer Period,</p> <p>provided that you have provided all documents required for acceptance of an Offer with your acceptance.</p>	Section 1.7 of Annexure A of this Bidder's Statement contains more information as to when your new WHL securities will be issued to you.
2.	Will I need to pay any transaction costs if I accept the Takeover Offers?	You will not incur any brokerage fees or be obliged to pay stamp duty or GST in connection with your acceptance of a Takeover Offer.	Section 1.14 of Annexure A of this Bidder's Statement contains more information in respect of a Quantify Ordinary Shareholder's and Quantify Ordinary Optionholder's costs incurred by accepting the Takeover Offers.

			See also the instructions on the Acceptance Form enclosed with this Bidder's Statement.
3.	What are the tax implications of accepting a Takeover Offer?	A general summary of the Australian tax consequences for Quantify Ordinary Shareholders who accept the Share Takeover Offer and Quantify Ordinary Optionholders who accept the Option Takeover Offer is set out in Section 7. This summary is expressed in general terms only and is not intended to provide taxation advice for your specific circumstances. You should seek your own taxation advice in relation to the Takeover Offers.	Section 7 of this Bidder's Statement sets out further information.

2. WHY YOU SHOULD ACCEPT THE OFFER

WHL believes you should ACCEPT the Takeover Offers for the following reasons:

1. You will receive attractive value for Your Quantify Ordinary Shares
2. You will gain ASX share trading liquidity
3. You will become a shareholder or optionholder in a better capitalised company with improved access to capital
4. The Board unanimously recommends that you accept the Takeover Offers in the absence of a superior proposal
5. Quantify Ordinary Shareholders representing 65.8% of Quantify Ordinary Shares on issue, and Quantify Ordinary Optionholders representing 49.8% of Quantify's Ordinary Options on issue intend to accept the Takeover Offers in the absence of a superior proposal and in the absence of a variation or waiver of an Essential Bid Condition
6. You may be eligible for full or partial capital gains tax rollover relief

The above is only a headline summary of some of the reasons why you should accept the Takeover Offers. Each of the reasons is explained below.

If you wish to accept a Takeover Offer, you must return the applicable signed Acceptance Form by 5:00 pm (WST) on 31 January 2017 (unless the relevant Takeover Offer is extended).

2.1 You will receive attractive value for Your Quantify Ordinary Shares

Under the Share Takeover Offer you will receive 1.0189 WHL Shares and 0.4891 WHL Performance Shares for every 1 Quantify Ordinary Share, which values Your Quantify Ordinary Shares at:

- (a) \$0.0905 each, based on a deemed issue price of \$0.06 (post-Consolidation), the equivalent of the price offered to investors under the Prospectus Offer;
- (b) \$0.125 each, based on the closing price for WHL Shares on 9 September 2016 of \$0.001 (being \$0.083 on a post-Consolidation basis), the last trading day for WHL Shares on the ASX prior to the date of the announcement of the Takeover Offers; and
- (c) \$0.125 each, based on the 30 day VWAP for WHL Shares to and including 9 September 2016 of \$0.001 (being the 30 day period up to and including the last trading day for WHL Shares on the ASX prior to the date of this Bidder's Statement). This is equivalent to a price per WHL Share of \$0.083 on a post-Consolidation basis.

The implied value of the Share Takeover Offer set out above assumes that the WHL Performance Shares are given an equivalent value to the WHL Shares. The actual value attributable to the WHL Performance Shares will depend upon the price of Shares at the time a WHL Performance Share vests. In the event that none of the Milestones for conversion of the WHL Performance Shares are met, the WHL Performance Shares will not convert into WHL Shares and the value applicable to the WHL Performance Shares will not be realised. A summary of the terms and conditions of the WHL Performance Shares is set out in Section 3.20.

On the assumption that the WHL Performance Shares do not vest and have a nil

value, the Share Takeover Offer values each Quantify Ordinary Share at between \$0.0611 and \$0.0846, as follows:

- (a) \$0.0611 each, based on a deemed issue price of \$0.06 (post-Consolidation), the equivalent of the price offered to investors under the Prospectus Offer;
- (b) \$0.0846 each, based on the closing price for WHL Shares on 9 September 2016 of \$0.001 (being \$0.083 on a post-Consolidation basis), the last trading day for WHL Shares on the ASX prior to the date of the announcement of the Takeover Offers; and
- (c) \$0.0846 each, based on the 30 day VWAP for WHL Shares to and including 9 September 2016 of \$0.001 (being the 30 day period up to and including the last trading day for WHL Shares on the ASX prior to the date of this Bidder's Statement). This is equivalent to a price per WHL Share of \$0.083 on a post-Consolidation basis).

The implied value of the Share Takeover Offer will change as a consequence of changes in the market price of WHL Shares from time to time. The following table may assist Quantify Ordinary Shareholders to determine the implied value of the Share Takeover Offer at different WHL Share price levels. The table is not an indication of prices at which WHL Shares may trade – WHL Shares may trade within this range or at higher or lower levels. The prices in the table are the same pre and post the Consolidation of the WHL Shares and assumes that the WHL Performance Shares have an equivalent value to the WHL Shares.

Price of a WHL Share (\$)		Implied offer price for a Quantify Ordinary Share (\$)
Pre-Consolidation	Post-Consolidation	
\$0.001	\$0.083	\$0.125
\$0.005	\$0.415	\$0.626
\$0.010	\$0.830	\$1.252
\$0.015	\$1.245	\$1.877
\$0.020	\$1.660	\$2.503
\$0.025	\$2.075	\$3.129
\$0.030	\$2.490	\$3.755

The Company has adopted a value of \$0.06 per WHL Share (on a post-Consolidation basis and on completion of the Takeover Offers) on the basis that this is the price that WHL Shares are being offered to investors under the Prospectus Offer.

If investors do not agree with this valuation and do not subscribe under the Prospectus Offer, WHL may not be able to raise at least \$3.5 million under the Prospectus in which case the Prospectus Offer Condition to the Share Takeover Offer will not be satisfied. In those circumstances, the current intention of the WHL Directors is to not proceed with the Takeover Offers. However, WHL Directors reserve the right, with Quantify's consent, to waive the Prospectus Offer Condition and proceed with the Takeover Offers.

Assuming WHL Shares and WHL Performance Shares each have an implied value of \$0.06 each, this equates to a total consideration of \$22,200,000 for the acquisition of Quantify. In the event that none of the Milestones are achieved and

the WHL Performance Shares do not convert into WHL Performance Shares, the implied total consideration is \$15,000,000.

Quantify Ordinary Shareholders should be aware that:

- (a) the WHL Performance Shares will not be tradeable and will not be quoted. There will be no market for WHL Performance Shares and it will not be possible to sell, transfer or otherwise deal with WHL Performance Shares; and
- (b) the WHL Performance Shares will carry no dividend or distribution rights, and do not entitle the holder to vote at a meeting of WHL Shareholders (until and unless converted to WHL Shares if a milestone is fulfilled).

2.2 You will gain ASX share trading liquidity

Since WHL is ASX listed and WHL is offering to issue WHL Shares and WHL Performance Shares as consideration for Your Quantify Ordinary Shares and WHL Bid Options in consideration for Your Quantify Ordinary Options, you will, if you accept a Takeover Offer, subject to ASX granting quotation, gain the ability to trade the WHL Shares (and WHL Shares issued upon conversion of the WHL Performance Shares) and/or WHL Bid Options that you receive as Offer Consideration on ASX should a Takeover Offer be successful (subject to any trading restrictions that may apply to your WHL Shares and/or WHL Bid Options).

Gaining share trading liquidity on ASX has been a key objective of the Quantify Board for several years and the Share Takeover Offer provides you the opportunity to realise this objective and associated benefits.

2.3 You will become a shareholder in a better capitalised company with improved access to capital

By accepting the Share Takeover Offer and the Share Takeover Offer becoming unconditional, you will become a shareholder of a company with an enhanced balance sheet and improved access to capital for funding growth given its ASX listing. Refer to Section 5.11 for the pro forma capital structure of the Merged Group upon completion of the Takeover Offers.

2.4 Quantify Board unanimously recommends that you accept the Takeover Offers in the absence of a superior proposal

The Quantify Board, in the absence of a superior proposal and in the absence of a variation or waiver of an Essential Bid Condition, unanimously recommends that Quantify Ordinary Shareholders and Quantify Ordinary Optionholders accept the Takeover Offers. This unanimous recommendation is contained in the Target's Statement.

The members of the Quantify Board have also indicated that they intend, in the absence of a superior proposal and in the absence of a variation or waiver of an Essential Bid Condition, to accept and/or procure the acceptance of the Takeover Offers in respect to all of the Quantify Ordinary Shares and Quantify Ordinary Options that they control.

2.5 Quantify Ordinary Shareholders, representing 65.8% of Quantify Ordinary Shares on issue, and Quantify Ordinary Optionholders representing 49.8% of Quantify's Ordinary Options on issue intend to accept the Takeover Offers in the absence of a superior proposal

As announced to ASX on 12 September 2016, Quantify Ordinary Shareholders, representing 65.8% of Quantify Ordinary Shares on issue, and Quantify Ordinary Optionholders representing 49.8% of Quantify's Ordinary Options on issue have made statements of intention to accept the applicable Takeover Offer in respect of their Quantify Ordinary Shares and Quantify Ordinary Options, respectively, in the absence of a Superior Proposal and in the absences of any variation or waiver of an Essential Bid Condition.

Assuming that these Quantify Ordinary Shareholders follow through with their stated intentions, the 90% Minimum Acceptance Condition to the Share Takeover Offer will be near satisfaction. The WHL Board therefore encourages you to accept the Takeover Offers.

2.6 You may be eligible for capital gains tax rollover relief

Quantify Ordinary Shareholders may have access to full or partial scrip for scrip rollover relief in relation to the exchange of their Quantify Ordinary Shares for WHL Shares and WHL Performance Shares, in which case you will not incur capital gains tax (CGT) as a result of accepting the Share Takeover Offer.

Should the Share Takeover Offer be successful and result in WHL becoming the holder of 80% or more of the voting shares in Quantify as at the close of the Offer Period, Quantify Ordinary Shareholders who would otherwise make a capital gain from the disposal of their Quantify Ordinary Shares pursuant to the Share Takeover Offer may be able to choose to obtain full or partial scrip for scrip rollover relief.

If scrip for scrip rollover relief is available and is chosen by Quantify Ordinary Shareholders who would otherwise have made a capital gain on the disposal of their Quantify Ordinary Shares under the Share Takeover Offer, all of the capital gain from the disposal may be disregarded.

However, Quantify Ordinary Shareholders may be subject to capital gains tax as a result of a later taxable event (such as a disposal) happening to the WHL Shares received as consideration under the Share Takeover Offer.

Capital gains tax scrip-for-scrip rollover relief may also be available to Quantify Ordinary Optionholders who would otherwise make a capital gain from the disposal of their Quantify Ordinary Options pursuant to the Option Takeover Offer.

Please refer to Section 7 for more information.

3. PROFILE OF WHL ENERGY LIMITED

3.1 Overview of WHL

WHL is a public company listed on the Official List (ASX code: WHN) with its principal focus being oil and gas exploration. WHL was admitted to the Official List ASX on 6 September 2007.

WHL has been actively seeking farm-out opportunities for its existing offshore Victoria oil and gas permit, VIC/P67. In addition, WHL has been actively seeking to identify and evaluate new opportunities in related or non-related industries that may increase Shareholder value. WHL had cash at bank at 30 June 2016 of approximately \$2.1 million.

3.2 Corporate Information

WHL was registered as a public company in Queensland as “Wind Hydrogen Australia Limited” on 10 March 2005 under the Corporations Act.

WHL has three 100% wholly owned subsidiaries:

- (a) PetroQuest International Seychelles Limited (incorporated in Seychelles);
- (b) PetroQuest International Incorporated (incorporated in the USA); and
- (c) Indian Ocean Petroleum Holdings Pty Limited (formerly Seyco Energy Proprietary Limited) (ACN 145 434 457).

3.3 Overview of WHL’s Activities

This Section contains a summary of WHL’s activities. Further information can be found on WHL’s website, www.whlenergy.com.

WHL holds 100% equity in Exploration Permit VIC/P67 in the offshore Otway Basin, approximately 200 km WSW of Melbourne off the Victorian coastline. VIC/P67 contains the undeveloped La Bella gas field in proximity to the Victorian gas market, and several nearby exploration prospects.

As announced on 3 November 2016, WHL has entered into an agreement with Austral Exploration Pty Ltd (**Austral**) for the sale of WHL’s interest in Exploration Permit Vic/P67 (**Disposal**).

The Disposal is conditional on the satisfaction of the following conditions precedent:

- (a) WHL obtaining shareholder approval for the Disposal (if required) by 31 March 2017; and
- (b) WHL obtaining relevant authority approvals including:
 - (i) the approval and registration of the sale and purchase deed and associated transfer of title; and
 - (ii) approval of the Suspension and Extension Application under the *Offshore Petroleum and Greenhouse Gas Storage Act 2006*.

As announced in WHL’s 2016 Annual Financial Report, an application for an Above Work Program Variation and Suspension and Extension was made by WHL

to the National Offshore Petroleum Titles Administrator (**NOPTA**) in May 2015 and was awarded on 19 August 2015, extending the end period for Permit Year 3 of Exploration Permit VIC/P67 for 12 months.

Subsequent to the permit year-end on 3 August 2016, WHL lodged a further 12 month Suspension and Extension Application for year 3 expenditure with NOPTA. The application remains under consideration.

As consideration for the Disposal, a royalty comprising 1% of the sales gas revenue to a maximum of \$7,500,000 will be granted to WHL under a royalty deed entered into by WHL and Austral.

3.4 Directors and key personnel of WHL

Details of the responsibilities and experience of the WHL Directors (as at the date of this Bidder's Statement) are set out in WHL's 2016 Annual Financial Report, a copy of which is available on request or from WHL's website www.whlenergy.com.

A brief summary of the WHL Board and key personnel, as at the date of this Bidder's Statement, is set out below.

Mr Faldi Ismail – Non-Executive Director

Mr Ismail is an experienced corporate advisor who specialises in the restructure and recapitalisation of a wide range of ASX-listed companies. He has many years of investment banking experience and has advised on numerous cross border transactions including capital raisings, structuring of acquisitions and joint ventures overseas. Mr Ismail is also the founder and operator of Otsana Capital, a boutique advisory firm specialising in mergers & acquisitions, capital raisings and initial public offerings.

Other current directorships:

- Asiamet Resources Limited (previously Kalimantan Gold Corporation Limited) (TSX.V: ARS) (Appointed 12 September 2009).
- Ookami Limited (previously Advanced Engine Components) (ASX:OOK) (Appointed 5 June 2015).
- Cre8tek Limited (ASX:CR8) – Appointed 28 October 2015.

Mr Ismail has agreed to step down from his role as a Director upon successful completion of the Takeover Offers.

Mr Gary Castledine – Non-Executive Director

Mr Castledine has over 20 years' experience in stockbroking and capital markets. He was previously a founding director and the Head of Corporate with a Perth, Western Australia based specialist boutique securities dealer and corporate advisory firm. Mr Castledine is currently specialising in corporate finance with boutique investment banking and corporate advisory firm Westar Capital Ltd. Mr Castledine's experience has enabled him to gather an extensive suite of clients in a corporate advisory role which has seen him involved in many capital raisings and initial public offerings across a spectrum of industries. He is currently a member of the Stockbrokers Association of Australia.

Other current directorships:

- Non-executive chairman of Vector Resources Ltd since 24 February 2009
- Non-executive director of Laconia Resources Ltd since 8 May 2015
- Non-executive director of The Gruden Group Limited since 20 August 2014

Mr Castledine has agreed to step down from his role as a Director upon successful completion of the Takeover Offers.

Mr Neville Bassett – Non-Executive Director

Mr Bassett is a Chartered Accountant operating his own corporate consulting business, specialising in the area of corporate, financial and management advisory services. Mr Bassett has been involved with numerous public company listings and capital raisings. His involvement in the corporate arena has also taken in mergers and acquisitions, and includes significant knowledge and exposure to the Australian financial markets. Mr Bassett has experience in matters pertaining to the Corporations Act, ASX listing requirements, corporate taxation and finance. He is a director or company secretary of a number of public and private companies.

Other current directorships:

- Non-executive chairman of Ram Resources Ltd since 22 March 2004
- Non-executive director of Meteoric Resources NL since 29 November 2012
- Non-executive director of Vector Resources Ltd since 22 April 2010
- Non-executive director of Laconia Resources Ltd since 8 May 2015
- Non-executive director of Pointerra Ltd since 30 June 2016

Mr Bassett has agreed to step down from his role as a Director upon successful completion of the Takeover Offers.

3.5 Reconstitution of WHL Board

Under the MIA, WHL and Quantify agreed that three (3) Quantify nominees would be appointed to the WHL Board and the existing WHL Directors would resign upon successful completion of the Takeover Offers. Consequently, it is proposed that Messrs Ismail, Castledine and Bassett will step down from the WHL Board and the following Proposed Directors will join the WHL Board upon successful completion of the Takeover Offers:

- (a) Mr Aidan Montague – Chairman and Executive Director;
- (b) Mr Mark Lapins – Managing Director; and
- (c) Mr Alex Paor – Non-Executive Director.

A brief summary of the qualifications and experience of the Proposed Directors is set out below:

Aidan Montague - Chairman and Executive Director

With more than 25 years' experience of sales and marketing in the technology and internet space, Aidan has been fundamental in driving high growth technology companies on the world stage. Aidan was instrumental in the growth of the Australian arm of internet / communications global giant Cisco Systems and has held senior roles with Cisco internationally.

Mark Lapins – Managing Director

Mark is a leading innovator in the field of Internet Protocol and large scale network communications technology and solutions. He has extensive business acumen and experience in the sector, having successfully built up and sold two technology companies previously, one of which was acquired by global company Schneider Electric in 2008.

Alex Paior - Non-Executive Director

Alex is a lawyer with expertise in corporate governance and extensive business experience. He started his own legal practice in Adelaide in 1975 and operated exclusively in corporate and commercial areas of the law for nearly 30 years serving as managing partner of major South Australian and National Law firms. Alex is a partner of the Adelaide-based legal practice Paior Law and CEO of International property developer Monopoly Property Group Pty Ltd. He also brings a wealth of experience having served on boards of ASX-listed companies.

3.6 WHL securities

As at the date of this Bidder's Statement, WHL has on issue:

- (a) 5,564,983,246 WHL Shares (pre-Consolidation); and
- (b) 981,299,836 WHL Existing Options (pre-Consolidation) comprising:

Type	Number of Options	Exercise Price	Expiry
Listed Options (WHNO)	3,638,715	\$0.18	30/11/2016
Listed Options (WHNOA)	608,361,121	\$0.002	30/06/2018
Unlisted Options	19,300,000	\$0.14	03/12/2017
Unlisted Options	350,000,000	\$0.004	31/07/2018
Total	981,299,836		

Refer to Section 3.11 for details in respect of the securities to be issued by WHL in connection with the Takeover Offers.

3.7 Trading of WHL Shares

Set out below is a table showing relevant trading prices of WHL Shares on ASX:

Comparative trading period	WHL Share Price Pre-Consolidation	WHL Share Price Post-Consolidation
Highest trading price on ASX in the 4 months prior to the date this Bidder's Statement was lodged with ASIC	\$0.001	\$0.083
Lowest trading price on ASX in the 4 months prior to the date this Bidder's Statement was lodged with ASIC	\$0.001	\$0.083
Closing trading price on ASX on the last trading day before the date WHL announced the Takeover Offers	\$0.001	\$0.083
Last available closing sale price of WHL Shares (as at 9 September 2016) on ASX prior to the date this Bidder's Statement was lodged with ASIC	\$0.001	\$0.083
30-day volume weighted average price of WHL Shares before the Announcement Date	\$0.001	\$0.083

3.8 Shareholders of WHL

As at the date of this Bidder's Statement the top 20 Shareholders of WHL were:

Rank	WHL Shareholder	Number of WHL Shares (pre-Consolidation)	% of WHL issued share capital ¹
1	ZERO NOMINEES PTY LTD	200,000,000	3.59
2	GREYWOOD HOLDINGS PTY LTD	153,000,000	2.75
3	JETMAX TRADING PTY LTD	148,260,650	2.66
4	ZERRIN INVESTMENTS PTY LTD	140,000,000	2.52
5	PETERLYN PTY LTD as trustee for the RPC Salmon Super Fund Account	120,000,000	2.16
6	WESTVIEW INVESTMENTS PTY LTD	115,000,000	2.07
7	AH SUPER PTY LTD as trustee for the AH Super Fund Account	100,000,000	1.80
8	JETMAX ASSETS PTY LTD	100,000,000	1.80
9	RICHSHAM NOMINEES PTY LTD	100,000,000	1.80
10	ALITIME NOMINEES PTY LTD as trustee for the Honeyham Family Account	100,000,000	1.80
11	CHELSEA INVESTMENTS (WA) PTY LTD	100,000,000	1.80
12	SCINTILLA STRATEGIC INVESTMENTS LTD	70,000,000	1.26

13	MR RODNEY WELLSTEAD	64,925,000	1.17
14	MR ASHLEY POLWART	64,478,740	1.16
15	BOBSTAN INVESTMENTS PTY LTD as trustee for the Bobstan Investments Account	60,000,000	1.08
16	LAPJ NOMINEES PTY LTD	56,000,000	1.01
17	MOLTONI SUPER PTY LTD as trustee for the Moltoni Super Fund Account	56,000,000	1.01
18	MR KEITH BOWKER & MRS NYSSA BOWKER as trustee for the Bowker Investment Account	50,000,000	0.90
19	KOBIA HOLDINGS PTY LTD	50,000,000	0.90
20	PULNER PTY LTD as trustee for the Satobe Account	50,000,000	0.90
	TOTAL TOP 20 SHAREHOLDERS	1,897,664,390	34.14

Notes:

1. Actual voting power may differ from that shown above as there is no obligation to publicly disclose changes in voting power of less than 1%.

As at the date of this Bidder's Statement, the top 20 Shareholders hold 1,891,664,390 WHL Shares (pre-Consolidation), representing approximately 34.03% of WHL.

The Directors of WHL currently have a relevant interest in 57,850,000 WHL Shares (pre-Consolidation), being approximately 1.04% of the total number of WHL Shares on issue. The individual relevant interests held by each Director are as set out in Section 9.8.

The Proposed Directors do not have an interest in any existing WHL securities on issue.

3.9 Effect on Substantial Shareholders

The acquisition of Quantify will result in the substantial shareholders of WHL ceasing to be substantial shareholders. Based on information provided to WHL by Quantify, the table below summarises the expected substantial shareholders of WHL on completion of the Takeover Offers (on a post-Consolidation basis).

Substantial Holder	WHL Shares (post-Consolidation)	%
Lapins Holdings Pty Ltd <Lapins Family A/C>	120,412,334	29.6%

Notes:

1. The above table has been drafted on the basis of a number of assumptions that may or may not eventuate. As such the actual Shareholdings of the parties on completion of the Consolidation, Takeover Offers and Prospectus Offer may vary.
2. This table has been prepared on the basis that \$3,500,000 is raised under the Prospectus Offer.
3. This number includes the 8,333,333 WHL Shares which may be issued to Cuda, an entity controlled by Mark Lapins and an associate of Lapins Holdings Pty Ltd <Lapins Family A/C>.
4. This number does not include WHL Performance Shares or WHL Founder Performance Shares that could convert into WHL Shares if the required milestones are met. Lapins Holdings Pty

Ltd <Lapins Family A/C> could increase its shareholding to 34.2% if all WHL Performance Shares, WHL Founder Performance Shares and Performance Rights convert to WHL Shares, and all WHL Bid Options are exercised, assuming that the minimum subscription of \$3,500,000 is raised under the Prospectus Offer.

3.10 Mark Lapins Shareholding and Benefits

The table below set out the Quantify securities held by Mark Lapins and his associates, and the number of Securities WHL is proposing to issue in consideration for the acquisition of those securities.

Quantify Securities	Number	WHL Securities	Number (post Consolidation)
Quantify Ordinary Shares	110,000,001	WHL Shares WHL Performance Shares	112,079,001 53,801,000
Quantify Class A Performance Shares	1,000	WHL Founder Performance Shares	15,000,000
Quantify Class B Performance Shares	1,000	WHL Founder Performance Shares	15,000,000
Quantify Ordinary Options	5,000,000	WHL Bid Options	5,119,000

WHL has also agreed, subject to necessary Shareholder approval, to grant Mr Mark Lapins 6,250,000 Performance Rights on the Effective Date under the Performance Rights Plan.

Under the MIA, subject to the production of documentary evidence to the satisfaction of WHL acting reasonably and any necessary shareholder or regulatory approvals, including ASX approval (which has been sought) WHL has agreed to reimburse Cuda Development Corporation Pty Ltd (**Cuda**), a company associated with Mark Lapins, the amount of \$500,000 in past expenditure incurred in developing Quantify's intellectual property as follows:

- (a) \$166,666 on WHL being reinstated to official quotation on ASX;
- (b) \$166,667 on the date that is 6 months after the date that WHL is reinstated to official quotation on ASX; and
- (c) \$166,667 on the date that is 12 months after the date that WHL is reinstated to official quotation on ASX.

If, and to the extent, the ASX does not approve WHL paying Cuda (or its nominee) cash for reimbursement of the \$500,000, shortfall will be satisfied by the issue of Shares on completion of the Merger, subject to WHL Shareholder approval being obtained at the Meeting. If the ASX approves the payment of \$500,000 in cash before the Meeting, Shareholder approval for the issue of WHL Shares to Cuda will not be sought at the Meeting.

Mark Lapins and his associates do not hold any of the Company's securities as at the date of this Bidder's Statement.

If the Merger is successfully completed, and all securities envisaged under the Notice of Meeting are issued (assuming no Shares are issued to Cuda for the reimbursement of past expenditure), Mr Mark Lapins and his associates will hold

between 26.5% - 28.2% of WHL's Shares (based on the maximum subscription/minimum subscription under the Capital Raising).

WHL does not require Shareholder approval for this Shareholding to be acquired as the Shares will be issued as consideration under the Share Takeover Offer and so fall within the exception in Section 611 item 4 of the Corporations Act.

If 8,333,333 Shares are issued to Cuda (or its nominee), Mr Mark Lapins and his associates (which includes Cuda) will hold between 27.9% - 29.6% of WHL's Shares (based on the maximum subscription/minimum subscription under the Capital Raising). If any of these Shares are issued, they will be issued to Cuda immediately before the completion of the Share Takeover Offer and so will not result in any breach of the takeover provisions of the Corporations Act.

The Company is not seeking Shareholder approval at the Meeting for any increase in Shareholding by Mark Lapins and his associates that may result from the exercise or conversion of the WHL Performance Shares, WHL Founder Performance Shares, Bid Options or Performance Rights that are intended to be issued to him and his associates. As such, these can only be converted into Shares to the extent an exception under the Corporations Act applies at the time of conversion (eg the 3% creep exception).

Under their terms, conversion of the WHL Performance Shares, WHL Founder Performance Shares, and Performance Rights will be deferred to the extent conversion would cause the holder to breach the takeover provisions of the Corporations Act.

If all of the WHL Performance Shares, WHL Founder Performance Shares, Bid Options and Performance Rights that may be issued to Mr Mark Lapins and his associates are converted into Shares (resulting in them holding a total of 207,249,002 Shares assuming no Shares are issued to Cuda for reimbursement of past expenditure, or if 8,333,333 Shares are issued to Cuda, a total of 215,582,335 Shares), and no other Shares are issued (other than all other WHL Performance Shares, Bid Options and Performance Rights are converted into Shares, and the Shares to be issued upon conversion of the Quantify Convertible Loans):

- (a) the number of Shares on issue would increase to between 621,867,067 and 646,867,067 (based on the maximum subscription/minimum subscription under the Capital Raising and assuming no Shares are issued to Cuda). If 8,333,333 Shares are issued to Cuda, the total number on issue would increase to between 630,200,400 and 655,200,400); and
- (b) the relevant interest in the Company of Mark Lapins and his associates would increase to between approximately 32% - 33.3% (based on the maximum subscription/minimum subscription under the Capital Raising and assuming no Shares are issued to Cuda). If 8,333,333 Shares are issued to Cuda, their relevant interest would increase to between approximately 32.9% - 34.2%.

3.11 Changes to Capital

The effect of the Takeover Offers (and Prospectus Offer) on the capital of WHL is set out below, assuming no WHL Shares are issued other than as contemplated by this Bidder's Statement and the Prospectus Offer.

	Minimum Subscription under Capital Raising (\$3,500,000)	Maximum Subscription under Capital Raising (\$5,000,000)
Shares		
Current issued capital	5,564,983,246	5,564,983,246
Post-Consolidation issued capital (1:83)	67,047,991	67,047,991
Share Takeover Offer Consideration ¹	250,000,000	250,000,000
Prospectus Offer	58,333,333	83,333,333
Issue of Shares to holders of Class C Quantify Shares ²	11,826,787	11,826,787
Issue of Shares upon conversion of Quantify Convertible Loans ³	10,833,333	10,833,333
Total Post Merger & Capital Raising	398,041,444	423,041,444

Notes:

1. This assumes that all securities convertible into Quantify Ordinary Shares are dealt with in the manner set out in Sections 9.6.2 to 9.6.4.
2. Quantify has issued 11,607,480 Quantify Shares (Class C) to certain advisors in satisfaction of amounts owed for services (**Quantify Class C Shareholders**). Under the MIA, WHL has agreed to issue up to 11,826,787 Shares to Quantify Class C Shareholders in consideration for the acquisition of their Quantify Shares (Class C) on a pro rata basis on completion of the Merger.
3. Convertible loans held by the Convertible Loan Holders (if any are entered into) will incur interest at a rate of 10% per annum. As such, the total Shares to be issued to any Convertible Loan Holders will change depending on the date that the Merger completes. The table assumes that up to \$650,000 worth of Quantify Convertible Loans (including accrued interest) are converted.

Options⁵		Exercise Price	Expiry Date
Existing Options ¹	981,299,836	Various	Various
Post Consolidation			
Options (WHNO) ²	43,840	\$14.94	30/11/2016
Options (WHNOA) ²	7,329,652	\$0.17	30/06/2018
Unlisted Options	232,530	\$11.62	03/12/2017
Unlisted Options	4,216,867	\$0.33	31/07/2018
WHL Bid Options	61,325,622	\$0.075	30/09/2019
EOP Options ³	6,910,543	\$0.075	30/09/2019
Adviser Options ⁴	8,747,626	\$0.09	30/09/2019
Broker Options ⁵	5,000,000	\$0.075	30/09/2019
Total⁶	93,806,680		

Notes:

1. Comprising 3,638,715 listed Options (ASX WHNO) exercisable at \$0.18 per Share on or before 30 November 2016, 608,361,121 listed Options (ASX WHNOA), exercisable at \$0.002 per Share on or before 30 June 2018, 19,300,000 unlisted Options exercisable at \$0.14 per Share on or before 3 December 2017 and 350,000,000 unlisted Options exercisable at \$0.004 on or before 31 July 2018.
2. The Company does not intend to apply for re-quotation of its existing classes of listed Options, being WHNO and WHNOA. The Options (WHNO) will expire prior to the Effective Date and, as such, will not be on issue on the date on which WHL is re-admitted to the Official List.
3. The EOP Options are subject to the terms and conditions of the WHL EOP.
4. The full terms and conditions of the Adviser Options are set out in Schedule 7 of the Notice.
5. The Broker Options are on the same terms and conditions as the WHL Bid Options as set out in Section 3.21.
6. Under the Wallaroo Project Agreement, Quantify has agreed to procure that WHL, subject to compliance with the ASX Listing Rules, will grant Copper Coast up to 12.5 million WHL Options (on a post Consolidation basis) on the same terms as the WHL Bid Options upon notification by Copper Coast following WHL being re-admitted to the Official List.

WHL Performance Shares	
Existing Performance Shares	Nil
WHL Performance Shares ¹	120,000,000
WHL Founder Performance Shares ²	30,000,000
Total	150,000,000

Notes:

1. The terms and conditions of the WHL Performance Shares (including the Milestones for conversion) are set out in Section 3.20 of this Bidder's Statement. Each is convertible into one Share on satisfaction of applicable Milestones.
2. The terms and conditions of the WHL Founder Performance Shares (including the milestones for conversion) are set out in Schedule 3 of the Notice. Each is convertible into one Share on satisfaction of applicable milestones.

Performance Rights	
Existing Performance Rights	Nil
Issue of Performance Rights to Mr Lapins ¹	6,250,000
Issue of Performance Rights to Mr Montague ¹	6,250,000
Total	12,500,000

Notes:

1. Under the MIA, the Company has agreed to grant Performance Rights to Messrs Lapins and Montague, who are Proposed Directors, pursuant to the Performance Rights Plan. Each Performance Right is exercisable, on vesting, into one Share.

3.12 Financial Performance

3.12.1 Basis of Presentation of Historical Financial Information

The historical financial information below relates to WHL and its subsidiaries on a stand-alone basis and accordingly does not reflect any impact of the Takeover Offers. It is a summary only and has been extracted from the audited consolidated financial report of WHL (including the notes therein) for the years ending 30 June 2014, 30 June 2015 and 30 June 2016. Copies of these annual reports are available at www.whlenergy.com and also the ASX website.

The historical financial information in respect of WHL has been prepared in accordance with the recognition and measurement principles of the Australian Accounting Standards, and in accordance with the accounting policies, as set out in the financial reports of WHL for the years ending 30 June 2014, 30 June 2015 and 30 June 2016.

HLB Mann Judd's Independent Auditor's Report on WHL's Annual Financial Report for the years ended 30 June 2014 and 30 June 2015 contained an emphasis of matter statement in respect of a material uncertainty regarding the WHL Group's continuation as a going concern being dependent on its ability to obtain additional debt or equity funding.

HLB Mann Judd's Independent Auditor's Report on WHL's Annual Financial Report for the year ended 30 June 2016 was unqualified.

The past performance of WHL is not a guarantee of future performance.

3.12.2 WHL Consolidated Statement of Financial Position

	Audited 30 Jun 16 \$	Audited 30 Jun 15 \$	Audited 30 Jun 14 \$
Assets			
Current assets			
Cash and cash equivalents	2,104,361	1,230,069	3,833,381
Trade and other receivables	51,512	355,833	3,920,734
Total current assets	2,155,873	1,585,902	7,754,115
Non-current assets			
Plant and equipment	-	146,426	189,203
Deferred exploration expenditure	-	27,757,099	23,057,576
Total non-current assets	-	27,903,525	23,246,779
Total assets	2,155,873	29,489,427	31,000,894
Liabilities			
Current liabilities			
Trade and other payables	293,636	1,084,602	1,295,530
Borrowings	-	2,009,367	3,680,000
Current tax liabilities	-	303,376	247,706
Deferred revenue	-	-	140,199
Provisions	-	83,976	97,805
Total current liabilities	293,636	3,481,321	5,461,240
Total liabilities	293,636	3,481,321	5,461,240
Net assets	1,862,237	26,008,106	25,539,654
Equity			
Issued capital	67,907,710	63,178,063	62,118,536
Reserves	7,082,852	5,486,111	6,359,148
Accumulated losses	(73,128,325)	(42,656,068)	(42,938,030)
Total equity	1,862,237	26,008,106	25,539,654

3.12.3 WHL Consolidated Statement of Comprehensive Income

	Audited 30 Jun 16 \$	Audited 30 Jun 15 \$	Audited 30 Jun 14 \$
Revenue	43,896	1,071,067	791,187
Operating expenses	(5,496,258)	(2,711,229)	(5,777,975)
Finance costs	(1,134,866)	(1,540,856)	(298,113)
Loss before income tax	(6,587,228)	(3,181,018)	(5,278,901)
Income tax	-	-	(241,949)
Loss for the year after income tax	(6,587,228)	(3,181,018)	(5,520,850)
Loss from discontinued operations	(23,885,029)	-	-
Loss for the year after tax from all operations	(30,472,257)	(3,181,018)	(5,520,850)
Other comprehensive income			
<i>Items that may be reclassified subsequently to profit and loss:</i>			
Exchange differences on translating foreign operations	(221,327)	2,959,940	(492,076)
Other comprehensive income/(loss)	(221,327)	2,959,940	(492,076)
Total comprehensive loss for the year	(30,693,584)	(221,078)	(6,012,926)
Loss attributable to:			
Owners of parent	(30,693,584)	(221,078)	(6,012,926)
Total comprehensive loss for the year	(30,693,584)	(221,078)	(6,012,926)

3.12.4 Management Commentary on Historical Results

(a) **(Expenditure):** Historical results as outlined in Section 3.12.3 included:

- (i) Non-recurring financing costs of \$1,134,866 (2016), \$1,540,856 (2015) and \$298,113 (2014);
- (ii) Exploration expenditure and write offs of \$3,691,547 (2016), \$221,785 (2015) and \$285,190 (2014). As described in (b) below, no further expenditure will be incurred on the Company's oil and gas interests; and
- (iii) WHL incurred employee benefit costs of \$645,430 (2016), \$1,115,081 (2015) and \$1,804,449 (2014). WHL currently has no employees and the only employee benefit costs relate to non-executive director fees of \$126,000 per annum.

(b) **(Assets):**

The net assets of the WHL have decreased to \$1,862,237 at 30 June 2016, mainly attributable to the write-off of all exploration expenses relating to continued operations of \$3,691,525 and from discontinued operations of \$23,885,029.

- (i) VIC/P67 (La Bella) Permit (WHL: 100%)

The Commonwealth-Victoria Offshore Petroleum Joint Authority approved an above-commitment variation of the Permit Year 3 work program and a 12 month suspension of the Permit Year 3 work program commitments, with a corresponding 12 month extension of the permit term. As a result, Permit Year 3 will end on 3 August 2016 and the permit term will end on 3 August 2019.

The Company has lodged a further 12 month Suspension and Extension Application for year 3 expenditure with the National Offshore Petroleum Titles Administrator. The application remains under consideration. Due to the uncertainty around retention of the permit WHL made full impairment of the carrying value of this asset, totalling \$3,691,525.

WHL has subsequently entered into a conditional Sale and Purchase Deed for the disposal of the Company's interest in the permit. Refer Section 3.3.

- (ii) Seychelles – Discontinued operation

On 14 January 2016, in accordance with the provisions of the farm-out agreement between Ophir Seychelles (Areas 1, 2 and 3) Limited (**Ophir**), PetroQuest International Incorporated and WHL Energy Limited dated 4 March 2014 (**FOA**), Ophir elected to exercise its exit option thereunder.

In reference to the Deed of Novation, Amendment and Restatement Agreement dated 14 April 2014 between the Government of the Republic of Seychelles (the **Government**), PetroSeychelles Limited (**PetroSeychelles**), Petroquest International Incorporated (**PQI**) and Ophir (the **Petroleum Agreement**) relating to Blocks 5B/1, 5B/2 and 5B/3 (the **Blocks**), Ophir, in accordance

with the terms of the Petroleum Agreement, has elected to exercise its exit option thereunder.

Under the terms of the Petroleum Agreement, the Blocks revert back to the Seychelles Government. PetroSeychelles have formally notified PQI that the Petroleum Agreement dated 14 April 2014 relating to Blocks 5B/1, 5B/2 and 5B/3 is terminated. The associated expenditure has been written off in full, resulting in a loss from discontinued operations of \$23,885,029.

(c) **(Liabilities):**

Borrowings totalling \$3,680,000 as at 30 June 2014 have been extinguished and the Company now has no encumbrances. Of total borrowings outlined in Section 3.12.2 \$2,000,000 was satisfied by the conversion into 2,000,000,000 ordinary fully paid shares in the capital of WHL.

(d) **(Forecast Information):**

WHL's future financial performance is dependent on a range of factors, many of which are beyond WHL's control. Accordingly, WHL's Directors have concluded that forecast financial information would be misleading to provide, as a reasonable basis does not exist for providing forecasts that would be sufficiently meaningful and reliable as required by applicable Australian law, policy and market practice.

Further information is available on WHL's financial performance from its financial reports. Copies of these reports are available from WHL's website www.whlenergy.com.

(e) **(Material changes in WHL's financial net asset position since last published accounts):**

There have been no material changes to WHL's financial net position other than \$200,000 advanced to Quantify pursuant to the convertible loan agreement summarised in Section 9.6.7.

3.13 Corporate Governance

The WHL Board seeks, where appropriate, to provide accountability levels that meet or exceed the ASX Corporate Governance Council's Principles and Recommendations (third edition).

Details on WHL's corporate governance procedures, policies and practices can be obtained from WHL's website www.whlenergy.com or from the Prospectus.

3.14 Quantify Board Recommendation

The Quantify Board has welcomed the Takeover Offers and has indicated that, in the absence of a superior proposal and in the absence of a variation or waiver of an Essential Bid Condition, they intend to accept and/or procure the acceptance of the Offer in respect of all of the Quantify Ordinary Shares and Quantify Ordinary Options that they control and will unanimously recommend that Quantify Ordinary Shareholders and Quantify Ordinary Optionholders accept the Takeover Offers.

3.15 Change in Nature and Scale of Company

The completion of the Takeover Offers will result in the Company undergoing a significant change in nature and scale of its activities as contemplated by ASX Listing Rule 11.1, from an oil and gas exploration company to a company engaged in the business of development of Internet of Things technology and consumer products.

Following such a change in nature and scale, the Company's Shares will only be re-admitted to trading on the ASX if the Company first complies with the requirements of ASX Listing Rule 11.1.

To comply with ASX Listing Rule 11.1, the Company must (amongst other things):

- (a) obtain WHL Shareholder approval for the change in nature and scale resulting from completion of the Takeover Offers;
- (b) re-comply with the requirements of Chapters 1 and 2 of the ASX Listing Rules as if it were applying for admission to the Official List; and
- (c) issue a full form prospectus and raise the minimum subscription under that prospectus.

To ensure the Share Takeover Offer only proceeds if the Company's Shares can be re-admitted to trading on the ASX following completion of the Takeover Offers, the conditions of the Share Takeover Offer include that the Company:

- (a) obtains WHL Shareholder approval for the change in nature and scale of the Company's activities and the Consolidation of the Company's Shares; and
- (b) raises no less than \$3.5 million pursuant to the Prospectus Offer.

The Company has scheduled the WHL Shareholder Meeting for 30 November 2016 to obtain, amongst other things, shareholder approvals for all of the Essential WHL Shareholder Resolutions, being in summary:

- (a) as the Company is currently an oil and gas exploration company, the Merger with Quantify, if successfully completed, will represent a significant change in the nature and scale of the Company's operations to the development of Internet of Things technology and consumer products, for which Shareholder approval is required under ASX Listing Rule 11.1.2;
- (b) the Company will need to re-comply with Chapters 1 and 2 of the ASX Listing Rules and, to achieve this, must:
 - (i) undertake a consolidation of the Securities on issue on a 1:83 basis (**Consolidation**); and
 - (ii) undertake the Capital Raising by issuing a maximum of 83,333,333 Shares (to raise up to \$5 million) at an issue price of \$0.06 per Share (on a post Consolidation basis);
- (c) the creation of a new class of shares, being the WHL Performance Shares, which are being offered as consideration pursuant to the Share Takeover Offer;

- (d) the creation of a new class of shares, being the WHL Founder Performance Shares;
- (e) the issue of 30,000,000 WHL Founder Performance Shares (on a post Consolidation basis) to the Major Shareholder on completion of the Merger, which are being offered as consideration for the transfer of Quantify Performance Shares from the Major Shareholder to WHL;
- (f) the adoption of an employee incentive option plan to allow the issue of up to 6,910,543 EOP Options (on a post Consolidation basis) to Quantify EOP Optionholders (or their nominees) on completion of the Merger in consideration for the transfer of up to 6,750,000 Quantify EOP Options to the Company;
- (g) the adoption of an employee incentive share plan to allow Shares issued to Quantify employees under the Share Takeover Offer in consideration for the acquisition of their Quantify ESS Shares to be subject to materially the same terms and conditions as apply to their Quantify ESS Shares;
- (h) the issue of up to 11,826,787 Shares (on a post Consolidation basis) to the Quantify Class C Shareholders, which are being offered as consideration for the transfer of their Quantify Shares (Class C) to WHL;
- (i) the change of the Company's name to Quantify Technology Holdings Limited on completion of the Merger;
- (j) the appointment of three directors nominated by Quantify to the Board on completion of the Merger;
- (k) the issue of up to 10,833,333 Shares (on a post Consolidation basis) to the Quantify Convertible Loan holders on conversion of the Quantify Convertible Loans on completion of the Merger;
- (l) the adoption of an employee incentive performance rights plan (**Performance Rights Plan**); and
- (m) the issue of 6,250,000 Performance Rights to Proposed Director Mark Lapins (or his nominee) and 6,250,000 Performance Rights to Proposed Director Aidan Montague (or his nominee) (on a post Consolidation basis) under the Performance Rights Plan,

(the **Essential Resolutions**).

All of the resolutions to be considered at the WHL Shareholder Meeting are conditional upon the passing of each of the Essential WHL Shareholder Resolutions, with the exception of Resolutions 1 to 4 of the WHL Shareholder Meeting, which relate to the business required to be considered at WHL's annual general meeting. If any of the Essential WHL Shareholder Resolutions are not approved, except as previously noted, all of the resolutions to be considered at the WHL Shareholder Meeting will fail and the Takeover Offers (as well as the Prospectus Offer) will not be completed. Further details of the proposed resolutions are contained in the Notice of Meeting issued by WHL on 31 October 2016.

Trading in WHL's Securities has been suspended following the date of WHL's announcement of the Merger and will continue to be suspended until WHL satisfies the requirements of Chapters 1 and 2 of the ASX Listing Rules in accordance with ASX Listing Rule 11.1.3.

The Company intends to lodge a prospectus for the Prospectus Offer on or about 23 November 2016.

3.16 Capital Raising Shares and Options issue at less than \$0.20

The Company has applied to ASX for a waiver from:

- (a) ASX Listing Rule 2.1 condition 2 to the extent necessary for the issue price of the Shares issued under the Capital Raising not to be at least 20 cents; and
- (b) ASX Listing Rule 1.1 condition 11 to the extent necessary for the exercise price of the WHL Bid Options, the EOP Options, the Advisor Options and the Broker Options not to be at least 20 cents.

3.17 Admission of Offer Consideration

As set out in Section 3.15, because the Takeover Offers will result in a significant change in nature and scale of WHL's activities (if successful), WHL's Shares have been suspended from trading on the ASX following the date of WHL's announcement of the Merger and will remain suspended until WHL re-complies with Chapters 1 and 2 of the ASX Listing Rules and receives ASX approval to be re-admitted to the ASX.

WHL will lodge an application for admission to Official Quotation of all WHL Shares and WHL Bid Options issued as the Offer Consideration on ASX. Quotation will not be automatic and will depend upon ASX exercising its discretion.

WHL will not apply for quotation of the WHL Performance Shares. However, WHL will apply for the quotation of any WHL Shares issued upon conversion of the WHL Performance Shares.

Upon completion of the Takeover Offers and Prospectus Offer, WHL considers that it will be in a position to satisfy the requirements of Chapters 1 and 2 of the ASX Listing Rules, resulting in its Shares and certain Options (including the WHL Shares and WHL Bid Options issued as Offer Consideration) being re-admitted to trading on the ASX.

As WHL is listed on ASX, WHL's actions and activities are subject to the ASX Listing Rules.

3.18 Conditions to the Takeover Offers

The defeating conditions to the Takeover Offers are set out in Section 1.8 (with respect to the Share Takeover Offer) and Section 2.8 (with respect to the Option Takeover Offer) of Annexure A to this Bidder's Statement. In respect of the Conditions, WHL's intentions as at the date of this Bidder's Statement are as follows:

- (a) it does not intend to waive the WHL Shareholder Approval Condition, Minimum Acceptance Condition, Prospectus Offer Condition or Readmission Condition; and
- (b) it has not formed an opinion as to whether it will waive the remainder of the Conditions.

In order for WHL to waive the WHL Shareholder Approval Condition, Minimum Acceptance Condition, Prospectus Offer Condition or, if applicable, the

Readmission Condition, WHL will require the prior written consent of Quantify (provided that WHL may waive the Minimum Acceptance Condition without Quantify's consent in the event that WHL has received at least 80% acceptances under the Offer).

3.19 Rights and Liabilities of WHL Shares

The WHL Shares offered to Quantify Ordinary Shareholders under the Share Takeover Offer are fully paid ordinary shares in the capital of WHL, and from the date of their issue will rank equally with all then existing WHL Shares and will have the same rights and liabilities attaching to them.

The rights and liabilities attaching to WHL Shares are governed by the Constitution of WHL, the Corporations Act, ASX Listing Rules, ASX Settlement Operating Rules and the general law of Australia.

Under Section 140(1) of the Corporations Act, the Constitution of WHL has effect as a contract between WHL and each member and between a member of WHL and each other member. Accordingly, if you accept the Share Takeover Offer, you will have agreed to accept the WHL Shares to which you are entitled pursuant to your acceptance of the Share Takeover Offer, and as a result, will become liable to comply with the Constitution.

The following is a summary of the more significant rights and liabilities attaching to WHL Shares being offered pursuant to this Bidder's Statement. This summary is not exhaustive and does not constitute a definitive statement of the rights and liabilities of WHL Shareholders. To obtain such a statement, persons should seek independent legal advice.

Further details of the rights and liabilities attaching to WHL Shares are set out in the Constitution, a copy of which is available for inspection at the Company's registered office during normal business hours.

(a) General meetings

WHL Shareholders are entitled to be present in person, or by proxy, attorney or representative to attend and vote at general meetings of the Company.

WHL Shareholders may requisition meetings in accordance with section 249D of the Corporations Act and the Constitution of the Company.

(b) Voting rights

Subject to any rights or restrictions for the time being attached to any class or classes of shares, at general meetings of shareholders or classes of shareholders:

- (i) each Shareholder entitled to vote may vote in person or by proxy, attorney or representative;
- (ii) on a show of hands, every person present who is a Shareholder or a proxy, attorney or representative of a Shareholder has one vote; and
- (iii) on a poll, every person present who is a Shareholder or a proxy, attorney or representative of a Shareholder shall, in respect of each fully paid Share held by him, or in respect of which he is

appointed a proxy, attorney or representative, have one vote for each Share held, but in respect of partly paid shares shall have such number of votes as bears the same proportion to the total of such Shares registered in the Shareholder's name as the amount paid (not credited) bears to the total amounts paid and payable (excluding amounts credited).

(c) **Dividend rights**

Subject to the rights of any preference WHL Shareholders and to the rights of the holders of any shares created or raised under any special arrangement as to dividend, the Directors may from time to time declare a dividend to be paid to the WHL Shareholders entitled to the dividend which shall be payable on all Shares according to the proportion that the amount paid (not credited) is of the total amounts paid and payable (excluding amounts credited) in respect of such Shares.

The Directors may from time to time pay to the WHL Shareholders any interim dividends as they may determine. No dividend shall carry interest as against the Company. The Directors may set aside out of the profits of the Company any amounts that they may determine as reserves, to be applied at the discretion of the Directors, for any purpose for which the profits of the Company may be properly applied.

If and to the extent authorised by resolution of the Company in general meeting, the Directors may establish a plan under which WHL Shareholders may elect to reinvest cash dividends paid by the Company by subscribing for Shares.

(d) **Winding-up**

If the Company is wound up, the liquidator may, with the authority of a special resolution, divide among the WHL Shareholders in kind the whole or any part of the property of the Company, and may for that purpose determine how the division is to be carried out as between the WHL Shareholders or different classes of WHL Shareholders, but so that no Shareholder is compelled to accept any shares or other securities in respect of which there is any liability..

The liquidator may, with the authority of a special resolution, vest the whole or any part of any such property in trustees upon such trusts for the benefit of the contributories as the liquidator thinks fit.

(e) **Shareholder liability**

As the Shares issued will be fully paid shares, they will not be subject to any calls for money by the Directors and will therefore not become liable for forfeiture.

(f) **Transfer of shares**

Generally, shares in the Company are freely transferable, subject to formal requirements, the registration of the transfer not resulting in a contravention of or failure to observe the provisions of a law of Australia and the transfer not being in breach of the Corporations Act and the ASX Listing Rules.

(g) **Future increase in capital**

The issue of any new Shares is under the control of the Directors of the Company. Subject to restrictions on the issue or grant of Securities contained in the ASX Listing Rules, the Constitution and the Corporations Act (and without affecting any special right previously conferred on the holder of an existing share or class of shares), the Directors may issue Shares as they shall, in their absolute discretion, determine.

(h) **Variation of rights**

Under section 246B of the Corporations Act, the Company may, with the sanction of a special resolution passed at a meeting of WHL Shareholders vary or abrogate the rights attaching to shares.

If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class), whether or not the Company is being wound up, may be varied or abrogated by special resolution of the Company and either the consent in writing of the holders of three quarters of the issued shares of that class, or if authorised by a special resolution passed at a separate meeting of the holders of the shares of that class.

(i) **Alteration of constitution**

In accordance with the Corporations Act, the Constitution can only be amended by a special resolution passed by at least three quarters of WHL Shareholders present and voting at the general meeting. In addition, at least 28 days written notice specifying the intention to propose the resolution as a special resolution must be given.

3.20 **WHL Performance Shares**

The WHL Performance Shares offered to Quantify Ordinary Shareholders under the Share Takeover Offer will be issued at the same time as the WHL Shares. The term and conditions of the WHL Performance Shares are set out below:

Rights attaching to the WHL Performance Shares

- (a) **(General meetings)** The WHL Performance Shares shall confer on the holder (**Holder**) the right to receive notices of general meetings and financial reports and accounts of the Company that are circulated to holders of Shares. Holders have the right to attend general meetings of Shareholders of the Company.
- (b) **(No voting rights)** The WHL Performance Shares do not entitle the Holder to vote on any resolutions proposed at a general meeting of Shareholders of the Company, subject to any voting rights under the Corporations Act or the ASX Listing Rules where such rights cannot be excluded by these terms.
- (c) **(No dividend rights)** The WHL Performance Shares do not entitle the Holder to any dividends.
- (d) **(No rights to return of capital)** The WHL Performance Shares do not entitle the Holder to a return of capital, whether in a winding up, upon a reduction of capital or otherwise.

- (e) **(Rights on winding up)** Upon the winding up of the Company, the WHL Performance Shares may not participate in the surplus profits or assets of the Company.
- (f) **(Transfer of WHL Performance Shares)** The WHL Performance Shares are not transferable.
- (g) **(Reorganisation of capital)** In the event that issued capital of the Company is reconstructed, all rights of a Holder will be changed to the extent necessary to comply with the ASX Listing Rules at the time of reorganisation.
- (h) **(No quotation)** The WHL Performance Shares will not be quoted on ASX. However if the Company is listed on the ASX, at the time of conversion of the WHL Performance Shares into Shares in accordance with these terms, the Company will within seven (7) days after the later of conversion and any escrow period ending, apply for the official quotation of the Shares arising from the conversion on ASX.
- (i) **(Participation in entitlements and bonus issues)** Holders of WHL Performance Shares will not be entitled (in their capacity as a Holder of a Performance Share) to participate in new issues of capital offered to holders of the Shares such as bonus issues and entitlement issues.
- (j) **(No other rights)** The WHL Performance Shares give the Holders no rights other than those expressly provided by these terms and those provided at law where such rights at law cannot be excluded by these terms.

Conversion of the WHL Performance Shares – performance hurdles

Each WHL Performance Share in the relevant Tranche will convert into one (1) Share in the Company upon achievement of the following performance hurdles **(Milestones)**:

- (a) **Tranche A:** one-quarter of the WHL Performance Shares initially issued to a Holder will be convertible into Shares upon:
 - (i) certification by a recognised and accredited Australian testing facility (such as TUV Rheinland Australia) of Quantify's retrofittable wall switch and power outlet known as the "Retrofit Switch" which is, as a minimum, able to switch 220-230V AC Power where such certification is:
 - (A) for installation in an applicable Australian Standards based wall box powered by the wiring in place; and
 - (B) to CISPR15 Standards; and
 - (ii) Quantify receiving Committed Orders for \$3 million within 18 months of the Quotation Date;
- (b) **Tranche B:** one-quarter of the WHL Performance Shares initially issued to a Holder will be convertible into Shares upon:
 - (i) certification by a recognised and accredited Australian testing facility, (such as TUV Rheinland Australia) for the wireless communication module installed in Quantify's retrofittable wall switch and power outlet known as the "Wireless Card", which

wireless module is capable of providing wireless communication based on the 802.11 wireless standard or the 802.15 Zigbee Standard, where such certification is to AS/NZS4268 Standards, and

- (ii) Quantify receiving Committed Orders for \$5 million (in total) within 30 months of the Quotation Date;
- (c) **Tranche C:** one-quarter of the WHL Performance Shares initially issued to a Holder will be convertible into Shares upon Quantify receiving Committed Orders for \$10 million (in total) within 42 months of the Quotation Date, at which time the resulting Shares will be placed in voluntary escrow with release from escrow pro rata for every \$1 million of revenue received in respect of the first \$5 million of Committed Orders received; and
- (d) **Tranche D:** one-quarter of the WHL Performance Shares initially issued to a Holder will be convertible into Shares upon Quantify receiving Committed Orders for \$15 million (in total) within 54 months of the Quotation Date at which time the resulting Shares must be placed in voluntary escrow with release from escrow pro rata for every \$1 million of revenue received in respect of the first \$10 million of Committed Orders received.

Conversion – other matters

- (a) **(Redemption)** WHL Performance Shares in a particular tranche will be redeemed for 0.00001 cents per WHL Performance Share if the performance hurdle for that tranche is not met, or not met by any relevant date for satisfaction of that performance hurdle. WHL Performance Shares will not be redeemed if a failure to meet the relevant performance hurdle was only due to a shortfall of Committed Orders, and the level of Committed Orders in respect of Tranche D was subsequently satisfied by the time specified in Tranche D. If the performance hurdle regarding Committed Orders is satisfied in respect of Tranche D, all earlier WHL Performance Shares which failed to convert because of a shortfall of Committed Orders will be convertible into Shares (subject in the case of Tranche C to escrow requirements), regardless as to whether the earlier performance hurdle regarding Committed Orders was satisfied. Failure to satisfy the performance hurdle in respect of one tranche of WHL Performance Shares does not prejudice subsequent conversion of other tranches.
- (b) **(Cancellation)** The Company and the Holder will take such steps as are necessary to cancel any Shares that are still the subject of voluntary escrow 6 years after the Quotation Date.
- (c) **(Takeover Provisions)** If the conversion of WHL Performance Shares would result in any person being in contravention of section 606(1) of the Corporations Act, then the conversion of each WHL Performance Share that would cause the contravention shall be deferred until such time or times thereafter that the conversion would not result in a contravention of section 606(1).
- (d) **(Notice by Performance Shareholders)** Holders of WHL Performance Shares must give notification to the Company in writing if they consider that the conversion of WHL Performance Shares may result in the contravention of section 606(1), failing which the Company shall assume

that the conversion of WHL Performance Shares will not result in any person being in contravention of section 606(1).

- (e) **(After conversion)** The Shares issued on conversion of the WHL Performance Shares will, as and from 5.00 pm (WST) on the date of allotment, rank equally with and confer rights identical with all other Shares then on issue and application will be made by the Company to ASX for official quotation of the Shares issued upon conversion.
- (f) **(Conversion procedure)** The Company will issue the Holder with a new holding statement for the Shares as soon as practicable following the conversion of the WHL Performance Shares into the Shares.
- (g) **(Ranking of Shares)** The Shares into which the WHL Performance Shares will convert will rank pari passu in all respects with the Shares on issue at the date of conversion.

3.21 Terms and Conditions of WHL Bid Options

The WHL Bid Options entitle the holder to subscribe for Shares on the following terms and conditions:

- (a) Each WHL Bid Option gives the WHL Bid Optionholder the right to subscribe for one Share upon exercise of the WHL Bid Option.
- (b) Each WHL Bid Option will expire at 5.00pm (WST) on 30 September 2019 **(Expiry Date)**. A WHL Bid Option not exercised before the Expiry Date will automatically lapse on the Expiry Date.
- (c) Subject to paragraph (k), the amount payable upon exercise of each WHL Bid Option will be \$0.075 **(Exercise Price)**.
- (d) The WHL Bid Options held by each WHL Bid Optionholder may be exercised in whole or in part, and if exercised in part, multiples of 1,000 must be exercised on each occasion.
- (e) A WHL Bid Optionholder may exercise their WHL Bid Options by lodging with the Company, before the Expiry Date:
 - (i) a written notice of exercise of WHL Bid Options specifying the number of WHL Bid Options being exercised; and
 - (ii) cash, a bank cheque or telegraphic or other electronic means of transfer of cleared funds for the Exercise Price for the number of WHL Bid Options being exercised;**(Exercise Notice)**.
- (f) An Exercise Notice is only effective when the Company has received the full amount of the Exercise Price in cleared funds.
- (g) Within 10 Business Days of receipt of the Exercise Notice accompanied by the Exercise Price, the Company will allot the number of Shares required under these terms and conditions in respect of the number of WHL Bid Options specified in the Exercise Notice.

- (h) The WHL Bid Options are transferable subject to any restriction or escrow arrangements imposed by ASX or under applicable Australian securities laws.
- (i) All Shares allotted upon the exercise of WHL Bid Options will upon allotment rank pari passu in all respects with other Shares.
- (j) The Company will apply for quotation of the WHL Bid Options on ASX. If admitted to the Official List at the time, application will be made by the Company to ASX for quotation of the Shares issued upon the exercise of the WHL Bid Options.
- (k) If at any time the issued capital of the Company is reorganised or reconstructed, all rights of a WHL Bid Optionholder are to be changed in a manner consistent with the Corporations Act and the ASX Listing Rules at the time of the reorganisation or reconstruction.
- (l) There are no participating rights or entitlements inherent in the WHL Bid Options. The WHL Bid Optionholder cannot participate in any new issues of the Company without exercising the WHL Bid Option.
- (m) A WHL Bid Option does not confer the right to a change in Exercise Price or a change in the number of underlying securities over which the WHL Bid Option can be exercised.

3.22 Dividend History

WHL has not previously and does not currently pay dividends.

3.23 Further Information

Due to the fact that WHL is offering WHL Shares, WHL Performance Shares and WHL Bid Options as consideration for the acquisition of Quantify Ordinary Shares and Quantify Ordinary Options, the Corporations Act requires that this Bidder's Statement must include all information that would be required for a prospectus for an offer of WHL Shares under Sections 710 to 713 of the Corporations Act.

WHL is a listed disclosing entity for the purposes of the Corporations Act and as such is subject to regular reporting and disclosure obligations. WHL is subject to the ASX Listing Rules which require continuous disclosure of any information WHL has concerning itself that a reasonable person would expect to have a material effect on the price or value or its securities.

ASX maintains files containing publicly disclosed information about all listed companies. WHL's file is available for inspection at ASX during normal business hours.

WHL is also required to lodge various documents with ASIC. Copies of documents lodged with ASIC by WHL may be obtained from, or inspected at, an ASIC office.

On request to WHL and free of charge, Quantify Ordinary Shareholders may obtain a copy of:

- (a) the annual financial report of WHL for the year ended 30 June 2016 (being the annual financial report most recently lodged with ASIC before lodgement of this Bidder's Statement with ASIC);
- (b) WHL's half year report for the period ended 31 December 2015; and

- (c) any continuous disclosure notice given to ASX by WHL since the lodgement with ASIC of the 2016 annual report for WHL referred to above and before lodgement of this Bidder's Statement with ASIC.

A list of the announcements that WHL has lodged with ASX since the date of lodgement of the Company's latest annual financial report and before the lodgement of this Bidder's Statement with the ASIC are set out in Annexure B to this Bidder's Statement.

A substantial amount of information about WHL is also available in electronic form from www.whlenergy.com and on the ASX website.

4. PROFILE OF QUANTIFY TECHNOLOGY LTD

4.1 Disclaimer

This overview of Quantify and all financial information concerning Quantify contained in this Bidder's Statement has been prepared by the Company using information provided to the Company by Quantify, as well as publicly available information.

The information in this Bidder's Statement concerning Quantify **has not** been independently verified. The Company does not, subject to any applicable laws, make any representation or warranty, express or implied, as to the accuracy or completeness of this information. The information on Quantify is not considered to be comprehensive.

Quantify Ordinary Shareholders and Quantify Ordinary Optionholders **should not** rely on the information contained in the Bidder's Statement as a true and correct summary of Quantify or the Quantify Business. The WHL Board recommends that Quantify Ordinary Shareholders and Quantify Ordinary Optionholders refer to the Target's Statement for information on Quantify and its business operations.

4.2 Overview of Quantify

Quantify was incorporated on 17 September 2012 as an Australian proprietary limited company.

In February 2015, Quantify acquired certain intellectual property rights from Mr Mark Lapins (the current Managing Director of Quantify) and Cuda, a company associated with Mark Lapins, and commenced its current business.

In the four years prior to Quantify acquiring this intellectual property, Mark Lapins, Lapins Holdings and Cuda incurred expenses developing the hardware and software that has resulted in the Q Device, and associated intellectual property, as detailed in Section 3.10. During this period these development efforts did not constitute carrying on a business.

Quantify currently owns various intellectual property as summarised in Annexure C (**Quantify Intellectual Property**).

Quantify is a first mover in the Internet of Things (**IoT**) market, with a focus on intelligent building technology. It is primarily a developer of hardware and software devices that enable the monitoring and management of the next generation of internet enabled devices (such as lighting, power, heating and cooling systems) installed in buildings (the **Quantify Business**).

Quantify's patented flagship product, the Q Device, provides real-time evaluation of environmental and risk factors for building occupants, as well as proactively managing services and utilities to ensure the highest levels of efficiency are achieved – for example, maximum energy efficiency - to create truly intelligent buildings.

Quantify's products are designed to be retrofittable, cost effective, simple, scalable, extensible, autonomous and secure, and aim to allow IoT solutions to become part of the fabric of buildings - redefining the industry standard with a view to making Quantify's solution the platform of choice.

Quantify converted to an unlisted Australian public company on 25 May 2016.

4.3 Quantify Board of Directors

As at the date of this Bidder's Statement, the directors of Quantify are:

- (a) Mr Mark Lapins – Managing Director;
- (b) Mr Aidan Montague – Executive Chairman; and
- (c) Mr Alex Paior– Executive Director (operations).

Messrs Mark Lapins and Aiden Montague will each become a director of WHL on successful completion of the Takeover Offers. Further details in respect of the Proposed Directors are set out in Section 3.5.

4.4 Overview of the Quantify Business

(a) The Q Device

The Q Device consists of hardware and software that provide a modular hardware architecture for Internet Protocol (IP) network connected AC end points. This creates an innovative and intelligent IoT solution addressing a growing global requirement for energy consumption, management and a distribution platform for advanced IoT applications.

It is able to efficiently monitor, manipulate and manage the power network of a building to enable seamless, effective and efficient power network monitoring, usage analysis, policy management and power manipulation on an electrical device/ power outlet level basis. Its connected IoT architecture allows the creation, distribution, application and enforcement of AC power policy from a central management platform.

The Q Device replaces light switches/dimmers and power outlets with intelligent devices to provide consumers with the power to control and manage power consumption in a building, at a device and circuit level. Power management is the first feature set of the Q Device and empowers users to potentially make savings in power and money by managing power consumption and limiting power wastage.

The technology incorporates "over the air" firmware update and upgrade capabilities, so that AC modules should not require replacement subsequent to their installation for the foreseeable future while consumers continue to rely on AC power. The end-user application is planned to be run from users' Android or iOS devices such as smart phones and tablets for the domestic consumer market and from on-premises control devices for enterprise installations.

Each of the Q Devices within a building are able to communicate with each other via a range of wireless communications protocols and have the capability to communicate consumption data with a secure cloud database. Diverse wireless communication protocols allow flexibility and consumer choice.

Quantify's platform development model aims to avoid dependence on any one operating system or device and is designed to be modular and replaceable, so that where technology changes are required or mandated, the Quantify platform can be rapidly adapted.

The three modules of the Q Device are:

- (i) the user replaceable fascia, which allows upgrades and additional features - available in any size, shape, colour, form and function including distribution of IoT sensing applications, audio, video and other technologies over time;
- (ii) the user replaceable feature card, which is the primary wireless communication device connection and allows local application processing power and other features such as additional memory or processing capabilities as required to support local autonomous device functionality; and
- (iii) the fixed AC module (to be installed in the wall by a licensed electrician where required by local laws), which controls, manages and reports on AC power usage on a per channel (device/circuit) basis.

The Q Device shown on the left below will be used in place of traditional light switches. The Q Device on the right will be used in place of traditional general power outlets.

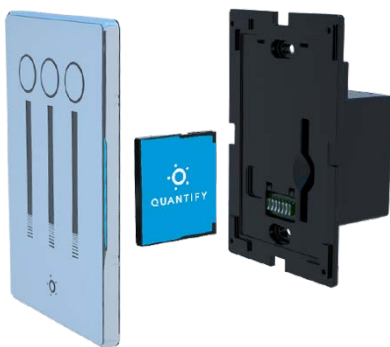


Figure 1 - Device - 3 channel dimmer fascia included

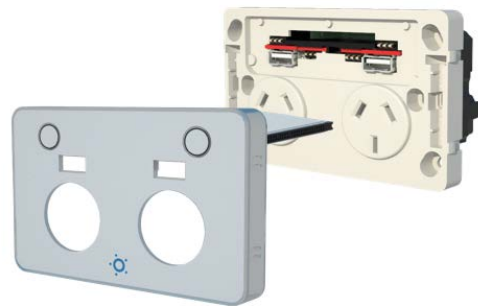


Figure 2 - General Power Outlet



Above device can have fascia replaced by users to a range of different fascias. Example above includes



Consumer application

(b) **Competitive Advantages**

Quantify believes that its Q Device has a number of advantages over competitor products:

- (i) **It is easily and inexpensively retrofittable:** It can be installed in almost any building without additional network cabling or changes to the existing power cable plant and can be retrofitted onto the two most common devices found in almost every room in almost every household worldwide: light switches and power outlets. Existing solutions are very expensive to retrofit, requiring large costs in rewiring, network cabling and infrastructure changes.
- (ii) **Modular design:** The modular design means that, subsequent to the initial installation by an electrician, all upgrades of form, features and functions are relatively inexpensive feature card and fascia upgrades that can be completed by the user. This also addresses the major issue facing technology companies - mitigating technological obsolescence. Quantify is confident that the AC module will not need to be changed in the foreseeable future while populations are dependent on AC power.
- (iii) **Patented, modern technology:** Quantify has patents in Australia and Singapore and has patent applications pending in another 23 countries and an application with the European Patent Office under the European Patent Convention which, if successful, provides protection in up to an additional 38 countries. By comparison, competitors predominantly use outdated technology bundled together with newer technologies in an inefficient and expensive manner to deliver only limited functionality and energy savings. Competitors in this space almost always introduce a single point of failure in their solutions which renders the installation ineffective if this single device fails. Furthermore, most solutions don't have the capacity to scale economically for large scale installations.

(c) **Business Model**

Quantify is currently increasing its sales and marketing efforts with a view to deriving revenue from the following revenue streams:

- (i) the sale of products both direct to consumers and through channel partners, commencing with the Q Device;
- (ii) ongoing subscription revenue from consumers for use of the Quantify's advanced features available in its planned advanced application and future retirement living platform, which will leverage the existing Q Device technology with additional sensors and features in the fascia and more advanced software;
- (iii) training and certification program revenues;

- (iv) ongoing fascia and feature card replacement/ upgrades by existing users; and
- (v) potential sale and/or interpretation of big data³.

(d) **Commercialisation Strategy**

Quantify has a staged commercialisation strategy targeting four distinct markets, which the company aims to target in the following priority. Each of the markets are natural progressions of the Q devices development:

- (i) **energy management:** the company's first feature set offering potential savings to consumers in the form of power savings and delivering the required wall mounted autonomous computer power required for future product and solution delivery;
- (ii) **behavioural and environmental sensor networks:** this builds on the energy management platform by adding sensors and features with improved software analytics via interchangeable components, key to Quantify's modular design;
- (iii) **retirement living market:** this uses the additional sensors, features and improved software with further developed algorithms and functionality to aid retirees living at home and in facilities by providing risk assessment, lifestyle reporting and other assistive living functionality; and
- (iv) **the Truly Intelligent Buildings market:** this uses additional and ongoing upgrades of user features and functions to deliver a flexible, upgradable, autonomously intelligent building.

(e) **Commercialisation Status**

The user interchangeable fascias and user interchangeable feature card for the Q Device have been tooled and are ready for mass production, subject to final compliance and certification.

With respect to the two mechanical formats of AC module:

- (i) the format that replaces traditional light switches has been tooled and is ready for mass production, subject to final compliance and certification; and
- (ii) the format that replaces traditional general power outlets is undergoing pre-production testing and is expected to be released to production first quarter calendar 2017.

Quantify is currently manufacturing small runs of the Q Device for testing, demonstration and pilot installations from its production tooling, with

³ Big Data and IoT are intimately connected with billions of internet-connected 'things' generating massive amounts of data. Big Data Analytics is the process of examining large data sets (**big data**) containing a variety of data types to uncover unknown correlations, market trends, useful business information, customer preferences. These findings can be used to drive more effective marketing, additional revenue opportunities, competitive advantages over rivals as well as many other unconceived uses

hardware currently undergoing embedded software and hardware testing.

The Q Device is currently undergoing assessment by a contracted specialist electronic engineering firm against the Australian certifications required for sale.

Quantify aims to have the AC modules certified to the AS/NZS CISPR15 standard, which is the Australian and New Zealand standard for "Limits and methods of measurement of radio disturbance characteristics of electrical lighting and similar equipment", in the first quarter of calendar year 2017.

Quantify has entered discussions with a tier 1, large volume overseas manufacturer, with a view to manufacturing Quantify's Q Device in high volumes once Quantify has built a sufficient sales pipeline to warrant such high-volume manufacture.

While Quantify's Q Device is expected to be completed in the first quarter calendar 2017, with Quantify able to deliver product in the near term for sale, Quantify's strategy is to build sales pipeline to enable high-volume, cost efficient manufacture to maximise profitability (ie the starting point is to sell to customers who will order large volumes of product).

Quantify is in the process of aggressively accelerating its sales effort to build a sales pipeline focusing on the sale of its products and software into new construction, iconic commercial and enterprise projects with delivery of the Q Device to these projects aiming for the second half of 2017.

Quantify is also in discussions with parties looking to form strategic partnerships with systems integrators and channels to the Australian domestic consumer market. Research and development (R&D) work is ongoing and will continue in line with the company's commercialisation strategy. Further planned complementary products in the Quantify product range, with the potential to generate additional revenue, are currently undergoing R&D. Ongoing R&D is important and potentially valuable to the company, and, owing to the modular, upgradable design of the Q Device, future evolutions of the product are more easily achievable than if the company were producing single function, point solutions.

4.5 Quantify Capital Structure

As at the date of this Bidder's Statement, Quantify has a total of 77 Quantify Ordinary Shareholders and 61 Quantify Ordinary Optionholders.

Quantify's capital structure as at the date of this Bidder's Statement is as set out below:

- (a) 245,365,169 Quantify Ordinary Shares (including 15,500,000 Quantify Ordinary Shares issued under the Quantify ESS (**Quantify ESS Shares**);
- (b) 1,000 Class A Performance Shares and 1000 Class B Performance Shares each entitling the holder to receive 40,000 Quantify Ordinary Shares if certain performance hurdles are met, held by the Major Shareholder;

- (c) 59,900,002 Quantify Ordinary Options exercisable at \$0.075 each, expiring 31 May 2017; and
- (d) 6,750,000 Quantify EOP Options granted pursuant to the terms of the Quantify EOP exercisable at \$0.075 each, expiring 31 May 2017.

Quantify has issued a total of 11,607,480 Quantify Shares (Class C), comprising 3,869,160 Quantify Shares (Class C) to each of Accelerated Investment Group Pty Ltd <Accelerated Investment A/C>, Mintaka Nominees Pty Ltd and J Stimpson Pty Ltd <Hoek A/C> or their nominees. These Quantify Shares (Class C) were issued in consideration for amounts owed for services provided to Quantify.

4.6 Substantial Shareholders

As at the date of this Bidder's Statement, the 20 largest shareholders in Quantify were:

Rank	Quantify Shareholder	Number of Quantify Shares	% of Quantify issued share capital ¹
1	Lapins Holdings Pty Ltd	110,000,001	44.83
2	Globevista Pty Ltd	17,000,000	6.93
3	Pacific Corporate Services (Aus) Pty Ltd	10,000,000	4.08
4	Paul Wilson	12,029,167	4.90
5	Stephen Dixon	8,750,000	3.57
6	Simon Naylor	7,500,000	3.06
7	Paul Knight	5,000,000	2.04
8	Barker Donovan Pty Limited	4,166,667	1.70
9	John Higgs	4,166,667	1.70
10	Scott Frew	4,166,667	1.70
11	GWJ Investments Pty Ltd	3,333,333	1.36%
12	Roy Newbury	3,333,333	1.36%
13	Abbey West Capital Pty Ltd	3,085,000	1.26%
14	Brush Investments Pty Ltd	2,500,000	1.02%
15	Pure Golf Pty Ltd	2,500,000	1.02%
16	Warmar Super Fund Pty Ltd	2,500,000	1.02%
17	Michael Ester	2,166,667	0.88%
18	Timothy Leahy	2,000,000	0.82%
19	Allan Hall	1,875,000	0.76%
20	Hughfam Pty Ltd	1,875,000	0.76%
	TOTAL TOP 20 SHAREHOLDERS	207,947,502	84.75%

4.7 Intellectual property

The patents and trademarks of Quantify are set out in Annexure C.

4.8 Reimbursement to Cuda

As set out in Section 3.10, under the MIA, subject to the production of documentary evidence to the satisfaction of WHL acting reasonably and any necessary shareholder or regulatory approvals, including ASX approval (which has been sought) WHL has agreed to reimburse Cuda, a company associated with Mark Lapins, the amount of \$500,000 in past expenditure incurred in developing Quantify's intellectual property as follows:

- (a) \$166,666 on WHL being reinstated to official quotation on ASX;
- (b) \$166,667 on the date that is 6 months after the date that WHL is reinstated to official quotation on ASX; and
- (c) \$166,667 on the date that is 12 months after the date that WHL is reinstated to official quotation on ASX.

If, and to the extent, the ASX does not approve WHL paying Cuda (or its nominee) cash for reimbursement of the \$500,000, shortfall will be satisfied by the issue of Shares on completion of the Merger, subject to WHL Shareholder approval being obtained at the Meeting. If the ASX approves the payment of \$500,000 in cash before the Meeting, Shareholder approval for the issue of WHL Shares to Cuda will not be sought at the Meeting.

4.9 Quantify Financial Information

4.9.1 Basis of presentation of historical financial information

The historical financial information below relates to Quantify on a stand-alone basis and accordingly does not reflect any impact of the Takeover Offer. It is a summary only and the full financial statements of Quantify for the financial periods described below, which includes the notes to the financial accounts, are available in Quantify's annual reports for the years ended 30 June 2014, 30 June 2015 and 30 June 2016.

The historical financial information in respect of Quantify has been prepared in accordance with the recognition and measurement principles of the Australian Accounting Standards, and in accordance with the accounting policies, as set out in the financial reports of Quantify for the full year ended 30 June 2014, 30 June 2015 and 30 June 2016.

The past performance of Quantify is not a guarantee of future performance.

4.9.2 Consolidated Statement of Financial Position of Quantify

	Audited 30 Jun 16 \$	Audited 30 Jun 15 \$	Audited 30 Jun 14 \$
Assets			
Current Assets			
Cash and cash equivalents	950,977	299,309	1
Other receivables	377,249	6,941	-
Total current assets	1,328,226	306,250	1
Non-current Assets			
Trade and other receivables	28,409	-	-
Plant and equipment	72,763	2,097	-
Intangible assets	6,298,007	5,604,490	-
Total non-current assets	6,399,179	5,606,587	-
Total Assets	7,727,405	5,912,837	1
Liabilities			
Current liabilities			
Trade and other payables	513,240	426,498	-
Employee provisions	74,418	-	-
Total current liabilities	587,658	426,498	-
Non-Current liabilities			
Borrowings	526,042	598,799	-
Total non-current liabilities	526,042	598,799	-
Total liabilities	1,113,700	1,025,297	-
Net assets	6,613,705	4,887,540	1
Equity			
Issued Capital	9,592,781	4,950,081	1
Share based payment reserve	190,587	-	-
Accumulated losses	-3,169,663	-62,541	-
Total Equity	6,613,705	4,887,540	1

4.9.3 Consolidated Statement of Comprehensive Income of Quantify

	Audited 30-Jun-16 \$	Audited 30-Jun-15 \$	Audited 30-Jun-14 \$
Revenue			
Other income	13,407	54	-
Expenses			
Administration and Corporate	-1,152,943	-34,376	-
Employee benefits	-1,254,309	-	-
Marketing	-436,446	-25,865	-
Occupancy costs	-107,058	-	-
Travel	-158,675	-2,354	-
Depreciation	-11,098	-	-
(Loss) before income tax expense	-3,107,122	-62,541	-
Income tax expense	-	-	-
(Loss) after income tax expense attributable to the owners of Quantify	-3,107,122	-62,541	-
Other comprehensive income	-	-	-
Total comprehensive (loss) attributable to the owners of Quantify Technology Ltd	- 3,107,122	-62,541	-

4.9.4 Further information on Quantify

Quantify maintains a website, www.quantifytechnology.com, which contains further information about Quantify and its operations.

Quantify is an unlisted public company and, as such, is subject to regular financial reporting obligations under the Corporations Act. Quantify is required to lodge various documents with ASIC. Copies of documents lodged with ASIC by Quantify may be obtained from, or inspected at, an ASIC office.

Further information about Quantify is contained in its Target's Statement.

5. MERGED GROUP

5.1 Approach

This Section 5 provides an overview of the Company and its subsidiaries following the acquisition by the Company of all, or a portion of the Quantify Ordinary Shares on issue (**Merged Group**), in the various scenarios following the Takeover Offers and the effect of the Takeover Offers on the Company and Quantify.

5.2 Disclaimer Regarding Quantify and the Merged Group Information

In preparing the information relating to Quantify and the Merged Group contained in this Bidder's Statement, the Company has relied on publicly available information relating to Quantify and this has not been independently verified by the Company or its Directors. Risks may exist in relation to Quantify (which may affect the Merged Group) of which the Company is unaware. If any material risks are known to the directors of Quantify, they must be disclosed in the Target's Statement to be issued by Quantify.

Accordingly, subject to any applicable laws, the Company makes no representations or warranties (express or implied) as to the accuracy and completeness of such information.

Quantify Ordinary Shareholders and Quantify Ordinary Optionholders **should not** rely on the information contained in the Bidder's Statement as a true and correct summary of Quantify or the Quantify Business. The WHL Board recommends that Quantify Ordinary Shareholders and Quantify Ordinary Optionholders refer to the Target's Statement for information on Quantify and its business operations.

5.3 Profile of the Merged Group

If the Takeover Offers are successful, Quantify Ordinary Shareholders will each receive 1.0189 WHL Shares and 0.4891 WHL Performance Shares for every 1 Quantify Ordinary Share held by them while Quantify Ordinary Optionholders will each receive 1.0238 WHL Bid Options for every 1 Quantify Ordinary Option held by them.

After the Takeover Offers, if WHL becomes entitled to compulsorily acquire outstanding Quantify Securities in accordance with Part 6A.1 of the Corporations Act, it intends to proceed with the compulsory acquisition of those securities and all of WHL's security holders (including Quantify Securityholders who have received WHL securities pursuant to the Takeover Offers) will be security holders in the Merged Group.

5.4 Effect of Completion of the Takeover Offers

Following the Takeover Offers being successful, WHL will shift its focus from its oil and gas exploration to commercialising the Quantify Business.

The Merged Group will consider how its existing oil and gas interests will be dealt with at a future time to be determined by the new Board, with the Merged Group's preference likely to be to divest to third parties.

The Merged Group will also consider whether WHL's existing subsidiaries will be wound up or retained after completion of the Takeover Offers.

The Merged Group will have a stronger financial position as detailed in Section 5.11.

5.6 **Effect of the Takeover Offers on the Company’s Capital Structure**

The effect of the Takeover Offers on the Company’s capital structure is set out in Section 3.11.

5.7 **Adoption of employee incentive plans**

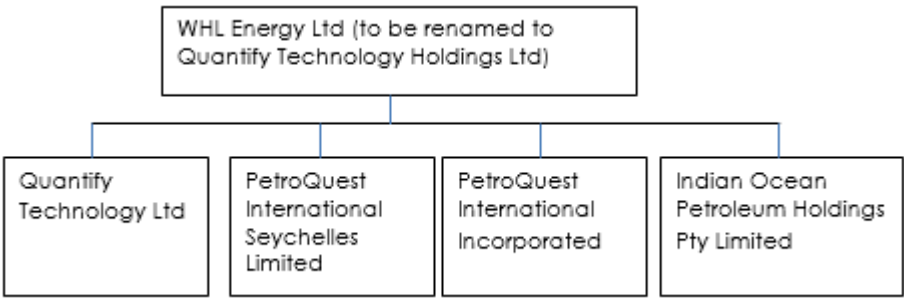
If the Takeover Offers are successful, WHL plans to adopt and implement a number of employee incentive plans on terms that mirror (where possible) the existing Quantify employee incentive plans.

These plans include an employee option plan with terms and conditions summarised in Schedule 4 of the Notice of Meeting (**WHL EOP**) and an employee share plan with terms and conditions summarised in Schedule 5 of the Notice of Meeting (**WHL ESS**).

WHL also intends to adopt a performance rights plan with terms and conditions summarised in Schedule 6 of the Notice of Meeting.

5.8 **Corporate Structure of the Merged Group**

If the Takeover Offers are successful and the Company acquires all Quantify Ordinary Shares and Quantify Ordinary Options on issue, the corporate structure of the Merged Group will be as shown in the following diagram:



5.9 **Basis for preparation of the unaudited pro forma consolidated statement of financial position**

The unaudited pro forma consolidated statement of financial position has been prepared in connection with the proposed acquisition of Quantify by WHL (**Proposed Transaction**). The unaudited pro forma consolidated statement of financial position has been prepared for illustrative purposes only and gives effect to the Proposed Transaction pursuant to the assumptions described in Section 5.12. The unaudited pro forma consolidated statement of financial position as at 30 June 2016 gives effect to the Proposed Transaction as if it had occurred as at 30 June 2016.

The unaudited pro forma consolidated statement of financial position is not necessarily indicative of the financial position that would have been achieved if the transaction had been completed on the dates or for the periods presented, nor do they purport to project the results of operations or the financial position of the consolidated entities for any future period or as of any future date. The unaudited pro forma consolidated statement of financial position does not reflect any special items such as integration costs or operating synergies that may be incurred or achieved as a result of the acquisition.

The pro forma adjustments and allocations of the purchase price for the proposed acquisition of Quantify is based on a preliminary determination that the Proposed Transaction represents a reverse acquisition whereby Quantify is the acquirer and WHL is the acquiree for financial accounting and reporting purposes. The acquisition accounting will be completed after the transaction is complete.

The unaudited pro forma consolidated statement of financial position has been prepared in accordance with the recognition and measurement principles of the International Financial Reporting Standards (IFRS).

In preparing the unaudited pro forma consolidated statement of financial position in accordance with IFRS, the following historical information was used:

- (a) the unaudited consolidated management accounts of WHL as at and for the 3 months ended 30 September 2016; and
- (b) the unaudited consolidated management accounts at Quantify as of and for the 3 months ended 30 September 2016.

In preparing the pro forma consolidated statement of financial position no alignment has been made between the accounting policies of Quantify and WHL.

5.10 Acquisition of Quantify by WHL

As announced to the market on 12 September 2016, the Company entered into the MIA with Quantify with a view to acquiring 100% of the share capital of Quantify by way of an off market takeover bid.

Under the Share Takeover Offer, accepting Quantify Ordinary Shareholders will receive 1.0189 WHL Shares and 0.4891 WHL Performance Shares for every 1 Quantify Ordinary Share held, implying a theoretical value of \$0.06 per Quantify Ordinary Share based on the offer price under the Prospectus Offer of \$0.06 per WHL Share. The implied theoretical value will be the same, pre and post-Consolidation of the WHL securities.

Under the Option Takeover Offer, accepting Quantify Ordinary Optionholders will receive 1.0238 WHL Bid Options for every 1 Quantify Ordinary Option held.

For the purpose of determining the reverse acquisition accounting, we have assumed 250,000,000 WHL Shares will be issued to Quantify Ordinary Shareholders. The purchase consideration for the proposed reverse acquisition of Quantify will be measured as the fair value of the notional number of shares Quantify would have to issue if Quantify was to provide WHL's shareholders with the same ownership interest they will hold as a result of the Takeover Offer.

The amount by which the deemed notional consideration exceeds the fair value of the assets and liabilities of WHL will be recognised as a 'listing fee' in the statement of comprehensive income in the consolidated financial statements of the Merged Group post completion of the Takeover Offer. The acquisition of Quantify, if completed, will be accounted for as a reverse asset acquisition with Quantify as the accounting acquirer of WHL.

5.11 Pro Forma Consolidated Statement of Financial Position as at 30 June 2016 for the Merged Group

	Historical Quantify 30 Jun 16 \$	Proforma \$3.5M Raising \$	Proforma \$5M Raising \$
Assets			
Current assets			
Cash and cash equivalents	950,977	6,050,270	7,460,270
Receivables	377,249	51,512	51,512
Total current assets	1,328,226	6,101,782	7,511,782
Non-current assets			
Receivables	28,409	28,409	28,409
Inventories	-	71,913	71,913
Plant and equipment	72,763	84,346	84,346
Intangible assets	6,298,007	6,563,130	6,563,130
Total non-current assets	6,399,179	6,747,798	6,747,798
Total assets	7,727,405	12,849,580	14,259,580
Liabilities			
Current liabilities			
Trade and other payables	513,240	776,993	776,933
Other liabilities	74,418	107,431	107,431
Borrowings	-	-	-
Total current liabilities	587,658	884,364	884,364
Non-current liabilities			
Borrowings	526,042	359,375	359,375
Total non-current liabilities	526,042	359,375	359,375
Total liabilities	1,113,700	1,243,739	1,243,739
Net assets	6,613,705	11,605,841	13,015,841
Equity			
Issued capital	9,592,781	18,169,401	19,516,401
Reserves	190,587	1,009,908	1,072,908
Accumulated losses	(3,169,663)	(7,573,467)	(7,573,467)
Total equity	6,613,705	11,605,841	13,015,841

5.12 Effect of transaction on the unaudited pro forma statement of financial position

The pro forma consolidated statement of financial position assuming \$3.5 million is raised under the Prospectus Offer incorporates the following subsequent events and pro forma assumptions in relation to WHL's proposed acquisition of Quantify:

- (a) the Quantify Convertible Loans, together with interest incurred at a rate of 10% per annum, being converted into WHL Shares upon successful completion of the Takeover Offers at a deemed issue price of \$0.06 per WHL Share;
- (b) the issue of 250,000,000 WHL Shares and 120,000,000 WHL Performance Shares under the Share Takeover Offer;
- (c) the issue of 61,325,622 WHL Bid Options under the Option Takeover Offer;
- (d) WHL raising \$3,500,000 under the Prospectus Offer through the issue of 58,333,333 post-Consolidation WHL Shares at \$0.06 per WHL Share;
- (e) the issue of 11,826,787 WHL Shares under the Quantify C Class Shareholder Offer;
- (f) the issue of the issue of 30,000,000 WHL Founder Performance Shares (on a post Consolidation basis) to the Major Shareholder on completion of the Merger, which are being offered as consideration for the transfer of Quantify Performance Shares from the Major Shareholder to WHL;
- (g) the issue of up to 6,910,543 EOP Options (on a post Consolidation basis) to Quantify EOP Optionholders (or their nominees) on completion of the Merger in consideration for the transfer of up to 6,750,000 Quantify EOP Options to the Company;
- (h) the issue of up to 8,747,626 Options at an issue price of \$0.001 each, with an exercise price of \$0.09 each (on a post Consolidation basis) and expiring 30 September 2019 (**Advisor Options**) to Quantify corporate advisors on completion of the Merger as consideration for the provision of corporate advisory services to Quantify;
- (i) the issue of up to 5,000,000 Options (post Consolidation) to brokers (or their nominees) as part consideration for services in relation to the Capital Raising, to be issued on the same terms and conditions as the Bid Options (**Broker Options**);
- (j) the issue of 6,250,000 Performance Rights to Proposed Director Mark Lapins (or his nominee) and 6,250,000 Performance Rights to Proposed Director Aidan Montague (or his nominee) (on a post Consolidation basis) under the Performance Rights Plan;
- (k) costs of \$496,667 incurred in connection with the Prospectus Offer and with the Takeover Offers;
- (l) the issue of up to 12,500,000 Options (post Consolidation) to Copper Coast upon notification by Copper Coast subsequent to the Company being readmitted to the Official List and subject to compliance with the ASX Listing Rules; and

- (m) consolidation and elimination accounting entries for the reverse acquisition including recognising an approximate \$2.16 million 'listing fee' in the statement of comprehensive income of the Merged Group.

The pro forma consolidated statement of financial position assuming \$5 million is raised under the Prospectus Offer incorporates the following subsequent events and pro forma assumptions in relation to WHL's proposed acquisition of Quantify:

- (a) the Quantify Convertible Loans being issued for \$650,000;
- (b) the Quantify Convertible Loans, together with interest incurred at a rate of 10% per annum, being converted into WHL Shares upon successful completion of the Takeover Offers at a deemed issue price of \$0.06 per WHL Share;
- (c) the issue of 250,000,000 WHL Shares and 120,000,000 WHL Performance Shares under the Share Takeover Offer;
- (d) the issue of 61,325,622 WHL Bid Options under the Option Takeover Offer;
- (e) WHL raising \$5,000,000 under the Prospectus Offer through the issue of 83,333,333 post-Consolidation WHL Shares at \$0.06 per WHL Share;
- (f) the issue of 11,826,787 WHL Shares under the Quantify C Class Shareholder Offer;
- (g) the issue of the issue of 30,000,000 WHL Founder Performance Shares (on a post Consolidation basis) to the Major Shareholder on completion of the Merger, which are being offered as consideration for the transfer of Quantify Performance Shares from the Major Shareholder to WHL;
- (h) the issue of up to 6,910,543 EOP Options (on a post Consolidation basis) to Quantify EOP Optionholders (or their nominees) on completion of the Merger in consideration for the transfer of up to 6,750,000 Quantify EOP Options to the Company;
- (i) the issue of the Advisor Options;
- (j) the issue of the Broker Options;
- (k) the issue of 6,250,000 Performance Rights to Proposed Director Mark Lapins (or his nominee) and 6,250,000 Performance Rights to Proposed Director Aidan Montague (or his nominee) (on a post Consolidation basis) under the Performance Rights Plan;
- (l) costs of \$586,667 incurred in connection with the Prospectus Offer and the Takeover Offers;
- (m) the issue of up to 12,500,000 Options (post Consolidation) to Copper Coast upon notification by Copper Coast subsequent to the Company being readmitted to the Official List and subject to compliance with the ASX Listing Rules; and
- (n) consolidation and elimination accounting entries for the reverse acquisition including recognising an approximate \$2.16 million 'listing fee' in the statement of comprehensive income of the Merged Group.

5.13 Outlook for the Merged Group

This Bidder's Statement does not include any financial forecasts or projections for revenue or profit in relation to the Company, Quantify or the Merged Group.

The Company has given careful consideration as to whether there is a reasonable basis to produce reliable and meaningful forecast financial information for the Merged Group. However, the WHL Directors have concluded that as at the date of this Bidder's Statement, it would be misleading to provide forecast financial information for the Merged Group.

6. INTENTIONS OF WHL

6.1 Disclosure Regarding Forward-Looking Statements

This Bidder's Statement includes forward-looking statements that have been based on the Company's current expectations and predictions about future events including the Company's intentions (which include those set out in this Section 6). These forward-looking statements are, however, subject to inherent risks, uncertainties and assumptions that could cause actual results, performance or achievements of WHL, Quantify and the Merged Group to differ materially from the expectations and predictions, express or implied, in such forward-looking statements. These factors include, among other things, those risks identified in this Bidder's Statement (including those set out in Section 8).

None of WHL, its officers, the persons named in this Bidder's Statement with their consent or the persons involved in the preparation of this Bidder's Statement makes any representation or warranty (express or implied) as to the accuracy or likelihood of any forward looking statements. You are cautioned not to place reliance on these statements in the event that the outcome is not achieved. These statements reflect views and opinions as at the date of this Bidder's Statement.

6.2 WHL's Intentions Regarding Quantify

(a) Overview

Subject to the below, it is the present intention of WHL, on the basis of the information concerning Quantify which is known to WHL and the existing circumstances affecting the business of Quantify, that:

- (i) the business of Quantify will otherwise be continued in substantially the same manner as it is presently being conducted;
- (ii) no other major changes will be made to the business of Quantify;
- (iii) there will not be any redeployment of the fixed assets of Quantify; and
- (iv) the present employees of Quantify will otherwise continue to be employed by Quantify.

The current intentions of WHL may change in light of material facts and circumstances at the relevant time.

(b) Intentions Upon Acquisition of 90% or More of Quantify

If as a result of the Share Takeover Offer, WHL becomes entitled to compulsorily acquire outstanding Quantify Ordinary Shares in accordance with Part 6A.1 of the Corporations Act, it intends to proceed with the compulsory acquisition of those Quantify Ordinary Shares.

The Company then intends to undertake the steps outlined in 6.2(a) above.

WHL reserves its right, with Quantify's consent (if required), to declare the Share Takeover Offer free from the Minimum Acceptance Condition (or any other Condition) to the Share Takeover Offer.

(c) **Intentions Upon Gaining Control (more than 50%) but Less Than 90% of Quantify**

Under the MIA, WHL has the right to waive the Minimum Acceptance Condition (without Quantify's consent) in the event that it has received acceptance in respect of 80% of the Quantify Ordinary Shares on issue.

WHL reserves its right, with Quantify's consent, to declare the Share Takeover Offer free from the Minimum Acceptance Condition (or any other Condition) to the Share Takeover Offer. However, WHL has not decided at this stage whether it will free the Share Takeover Offer from the 90% minimum acceptance Condition (or any other Condition).

In the event that WHL acquires at least 80% of the voting shares in Quantify, full or partial CGT rollover relief may be available to certain Australian domiciled accepting Quantify Ordinary Shareholders and Quantify Ordinary Optionholders. The effect of the rollover relief is that part or all of the Quantify Ordinary Shareholder's and Quantify Ordinary Optionholder's total capital gain will be deferred until the WHL Shares or WHL Bid Options are disposed of.

If, WHL does declare the Takeover Offers unconditional and following the close of the Takeover Offers, Quantify becomes a controlled entity but not a wholly owned subsidiary of WHL, WHL presently intends, subject to the following, and to the extent possible, and appropriate, to implement the objectives and goals mentioned in 6.2(a).

The extent to which WHL will be able to implement these intentions will be subject to:

- (i) the law and the ASX Listing Rules, in particular in relation to related party transactions and conflicts of interest; and
- (ii) the legal obligation of the directors of Quantify to act for proper purposes and in the best interests of Quantify Ordinary Shareholders as a whole.

Having regard to this and in particular the possible requirements of minority shareholder approval, it is possible that WHL may not be able to implement some of these intentions.

(d) **Intentions if WHL does not Acquire Effective Control of Quantify (50% or less)**

WHL reserves its right, with Quantify's consent, to declare the Share Takeover Offer free from the Minimum Acceptance Condition (or any other Condition) to the Share Takeover Offer. However, WHL has not decided at this stage whether it will free the Share Takeover Offer from the 90% minimum acceptance Condition (or any other Condition).

If WHL does declare the Takeover Offers unconditional, WHL presently intends, subject to the Corporations Act and the ASX Listing Rules, to implement, as far as possible given its position as a non-controlling shareholder of Quantify, the objectives and goals outlined in 6.2(a) above.

7. AUSTRALIAN TAX CONSIDERATIONS

7.1 Overview

The following summary is a general description of the Australian income tax and CGT consequences for Quantify Ordinary Shareholders and Quantify Ordinary Optionholders who accept a Takeover Offer and dispose of their Quantify Ordinary Shares and/or Quantify Ordinary Options to WHL in accordance with a Takeover Offer. Quantify Ordinary Shareholders and Quantify Ordinary Optionholders **should not** rely on the below summary as tax advice applicable to their circumstances and should seek independent taxation advice regarding the tax consequences of disposing of Quantify Ordinary Shares and/or Quantify Ordinary Options given the particular circumstances which apply to them.

The summary is based on taxation law and practice in effect at the date of this Bidder's Statement. It is not intended to be an authoritative or comprehensive analysis of the taxation laws of Australia, nor does it consider any specific facts or circumstances that may apply to particular Quantify Ordinary Shareholders or Quantify Ordinary Optionholders. Further, it does not deal with the taxation consequences of disposing of Quantify Ordinary Shares or Quantify Ordinary Options which may have been issued under an employee share/option scheme, which may be subject to specific tax provisions.

The Australian tax consequences for Quantify Ordinary Shareholders and Quantify Ordinary Optionholders of disposing of their Quantify Ordinary Shares and/or Quantify Ordinary Options will depend on a number of factors including:

- (a) whether they are an Australian resident or non-resident for tax purposes;
- (b) whether they hold their Quantify Ordinary Shares and/or Quantify Ordinary Options on capital, revenue account or as trading stock;
- (c) when they acquired their Quantify Ordinary Shares and/or Quantify Ordinary Options;
- (d) whether they are an individual, a company or a trustee of a complying superannuation entity; and
- (e) whether scrip for scrip rollover relief is available – see Section 7.3 below.

Given the complexity of the taxation legislation, the WHL Board reiterates that Quantify Ordinary Shareholders and Quantify Ordinary Optionholders should seek independent taxation advice regarding the tax consequences of accepting a Takeover Offer.

7.2 Taxation Consequences for Quantify Ordinary Shareholders

(a) Resident shareholders holding Quantify Ordinary Shares as trading stock

Quantify Ordinary Shareholders who hold their Quantify Ordinary Shares as trading stock (e.g. as a share trader) will be required to include the value of the consideration from the disposal of their Quantify Ordinary Shares in their assessable income.

(b) **Resident shareholders holding Quantify Ordinary Shares on Revenue Account**

The Australian tax consequences for Quantify Ordinary Shareholders who hold their Quantify Ordinary Shares on revenue account and who accept the Share Takeover Offer will be able to include the amount received (the market value of the WHL Shares) over the cost of acquisition of the Quantify Ordinary Shares as ordinary assessable income. Where the market value of WHL Shares is less than the cost of Quantify Ordinary Shares the loss may be claimed as a tax deduction.

(c) **Non-resident Quantify Ordinary Shareholders holding Quantify Ordinary Shares as trading stock or on revenue account**

Quantify Ordinary Shareholders who are non-residents of Australia and whose Quantify Ordinary Shares were acquired as trading stock or otherwise on revenue account, should seek their own professional advice. The Australian tax treatment will depend on the source of any gain and whether a double taxation agreement exists between their country of residence and Australia.

(d) **Quantify Ordinary Shareholders holding Quantify Ordinary Shares on Capital Account**

In broad terms, the Australian tax consequences for Quantify Ordinary Shareholders who hold their Quantify Ordinary Shares on capital account and who accept the Share Takeover Offer will depend on whether or not 'scrip for scrip' capital gains tax rollover relief is available and, if available, is elected. The following discussion considers the general Australian tax consequences for Quantify Ordinary Shareholders where:

- (i) rollover relief is not available or is not elected; and
- (ii) rollover relief is available and is elected.

7.3 Acceptance of a Takeover Offer where Rollover Relief is Available and is Elected

Australian-resident Quantify Ordinary Shareholders may be entitled to 'scrip for scrip' CGT rollover relief in respect of the consideration referable to WHL Shares where the exchange of the shares would otherwise realise an assessable capital gain. Broadly speaking, rollover relief is available to Quantify Ordinary Shareholders who exchange shares in one company for shares in another company where the transaction is made pursuant to a takeover bid and provided certain qualifying conditions are satisfied.

In broad terms, these qualifying conditions include the requirement that WHL must make an offer to all shareholders in Quantify to acquire their voting shares on substantially the same terms and WHL must become the owner of at least 80% of the voting shares in Quantify on issue as at the close of the Offer Period as a consequence of the Share Takeover Offer.

If the qualifying conditions are satisfied and a Quantify Ordinary Shareholder elects for rollover relief to apply, the rollover relief is available.

The effect of the rollover relief is that the Quantify Ordinary Shareholder's total capital gain will be deferred until the WHL Shares are disposed of.

The CGT cost base of the new WHL Shares acquired in the exchange is determined by reasonably attributing to it the CGT cost base of the Quantify Ordinary Shares for which a rollover was obtained. Further, the Quantify Ordinary Shareholders will be taken to acquire their WHL Shares at the time they originally acquired their Quantify Ordinary Shares (for the purpose of determining any entitlement to a discount on an otherwise assessable capital gain in relation to a subsequent dealing in their new WHL Shares).

As discussed above, rollover relief will only be available if the qualifying conditions are satisfied and Quantify Ordinary Shareholders elect to apply for it. Further, rollover relief is not available if Quantify Ordinary Shareholders realise a capital loss on the disposal of their Quantify Ordinary Shares.

Scrip for scrip rollover relief does not apply automatically and must be elected. The election to utilise scrip for scrip rollover relief is evidenced by the manner in which the tax return for the relevant income year is prepared although it may be prudent to keep a written record of that election with your tax records.

Given the complexity of the provisions governing rollover relief and the various qualifying conditions that need to be satisfied, Quantify Ordinary Shareholders should seek independent taxation advice regarding their particular circumstances.

Non-resident Quantify Ordinary Shareholders may only obtain rollover relief in very limited circumstances. It is imperative that non-residents seek independent tax advice to confirm their Australian tax position.

7.4 Acceptance of the Share Takeover Offer where Rollover Relief is Not Available or is Not Elected

Acceptance of the Share Takeover Offer is likely to involve a disposal by a Quantify Ordinary Shareholder of its Quantify Ordinary Shares for CGT purposes.

An Australian-resident Quantify Ordinary Shareholder may make a capital gain or capital loss, depending on whether the capital proceeds from the exchange are more than the cost base of its Quantify Ordinary Shares, or whether those capital proceeds are less than the cost base of those Quantify Ordinary Shares.

Quantify Ordinary Shareholders who are not resident in Australia for tax purposes will generally be subject to Australian CGT on the disposal of Quantify Ordinary Shares if:

- (a) together with their Associates, they directly or indirectly own at least 10% or more (by value) of the shares in Quantify:
 - (i) at the time of the sale; or
 - (ii) throughout a 12 month period beginning no earlier than 24 months before the time of the sale and ending no later than the time of the sale; and
- (b) if more than 50% of the value of Quantify's assets is attributable to Australian real property,

subject to the terms of any applicable double taxation agreement. It is imperative that non-residents independently confirm their Australian tax position.

The capital proceeds that a Quantify Ordinary Shareholder will be taken to have received in respect of the disposal of their Quantify Ordinary Shares will generally be the market value of WHL Shares on the date of implementation of the Takeover Offers.

The cost base of Quantify Ordinary Shares will generally be the cost at which they were acquired including any incidental costs of acquisition.

Where the amount of capital proceeds received by a Quantify Ordinary Shareholder in respect of the disposal of their Quantify Ordinary Shares is greater than the cost base of those Quantify Ordinary Shares, then the Quantify Ordinary Shareholder should realise a capital gain for Australian CGT purposes.

Where the amount of capital proceeds received by a Quantify Ordinary Shareholder in respect of the disposal of its Quantify Ordinary Shares is less than the reduced cost base of those Quantify Ordinary Shares, then the Quantify Ordinary Shareholder should realise a capital loss for Australian CGT purposes. Where it is expected that a capital gain will result, if a Quantify Ordinary Shareholder does not elect for rollover relief, or that relief is not available, then partial tax relief may be available in the form of the CGT discount.

Specifically, where Quantify Ordinary Shares have been held for at least 12 months before their disposal, a Quantify Ordinary Shareholder who is an individual, a complying superannuation entity or the trustee of a trust should be able to reduce the capital gain arising from the disposal of Quantify Ordinary Shares by the CGT discount (see below).

The CGT discount will be available if the relevant Quantify Ordinary Shares have been held for at least 12 months.

Subject to the Quantify Ordinary Shareholder having any capital losses or net capital losses from previous income years, where the CGT discount is available, eligible Quantify Ordinary Shareholders which are individuals or trustees of trusts will reduce the capital gain arising on the disposal of Quantify Ordinary Shares by one-half. For individuals, this reduced gain should be assessed at the Quantify Ordinary Shareholder's marginal tax rate. Trustees should seek specific advice regarding the tax consequences of distributions attributable to discounted capital gains.

Subject to the Quantify Ordinary Shareholder having any capital losses or net capital losses from previous income years, where Quantify Ordinary Shares are held by a complying superannuation entity and the CGT discount is available, the discount will reduce the nominal capital gain on the disposal of the shares by one-third.

The CGT discount is generally applied after taking into account any capital losses or net capital losses from previous income years. Quantify Ordinary Shareholders having any capital losses or net capital losses from previous income years should seek independent advice in relation to the potential availability of the CGT discount.

7.5 Quantify Ordinary Shareholders who are Companies will Not be Entitled to the CGT Discount

Companies are not entitled to the CGT discount. The capital gain or capital loss will be calculated with reference to the capital proceeds less the cost base or reduced cost base of the company's Quantify Ordinary Shares. Where a company realises a capital gain, it may be eligible to reduce that gain with

capital losses from previous income years. We recommend that companies seek advice from their professional tax advisor in relation to the availability and deductibility of capital losses.

7.6 Taxation consequences for Quantify Ordinary Optionholders

The Australian taxation consequences to Quantify Ordinary Optionholders are generally similar to those of Quantify Ordinary Shareholders.

Rollover relief may apply to Quantify Ordinary Optionholders where the options in Quantify are replaced by options in WHL. To qualify for rollover relief the transaction must be pursuant to the take-over bid and satisfy certain conditions. The effect of the rollover relief is that the Quantify Ordinary Optionholders defer any capital gain until such time as the WHL Bid Options are disposed of.

Given the complexity of the taxation legislation, Quantify Ordinary Optionholders should seek independent taxation advice regarding the tax consequences of disposing of Quantify Ordinary Options given the particular circumstances which apply to them.

7.7 GST

GST should not apply to the disposal of Quantify Ordinary Shares or Quantify Ordinary Options under the Takeover Offers, the issue of WHL Shares or WHL Bid Options under the Takeover Offers, or any subsequent disposal of WHL Shares or WHL Bid Options.

Quantify Ordinary Shareholders and Quantify Ordinary Optionholders who are registered for GST purposes may not be entitled to full input tax credits for any GST incurred on costs associated with acquiring or disposing of securities in WHL or Quantify. Quantify Ordinary Shareholders and Quantify Ordinary Optionholders should seek their own tax advice in this respect.

8. RISK FACTORS

8.1 Overview

The risk factors included below with respect to the business of Quantify have been prepared by the Company using information provided to WHL by Quantify, as well as publicly available information. The information concerning Quantify **has not** been independently verified. WHL does not, subject to any applicable laws, make any representation or warranty, express or implied, as to the accuracy or completeness of this information. The information on Quantify is not considered to be comprehensive.

The business activities of WHL and the Merged Group are subject to various risks that may impact on the future performance of WHL and the Merged Group. Some of these risks can be mitigated by the use of safeguards and appropriate systems and controls, but some are outside the control of WHL and the Merged Group and cannot be mitigated.

If the Offer becomes unconditional, Quantify Ordinary Shareholders and Quantify Ordinary Optionholders who accept the Offer will become WHL Shareholders and WHL Optionholders respectively. In those circumstances, Quantify Ordinary Shareholders and Quantify Ordinary Optionholders will:

- (a) continue to be exposed to the risks associated to the investment in Quantify as a result of their indirect interest in Quantify through WHL;
- (b) be exposed to the risks which are specific to an investment in WHL; and
- (c) be exposed to additional risks relating to the Offer and the Merged Group.

The principal risk factors are explained below. These risks however are not intended to be an exhaustive list of the risk factors to which WHL and the Merged Group are exposed.

Quantify Ordinary Shareholders and Quantify Ordinary Optionholders should read the Bidder's Statement carefully and consult their professional advisers before deciding whether to accept the Offer. This Section 8 has been prepared without taking into account the individual financial objectives, financial situation and particular needs of Quantify Ordinary Shareholders and Quantify Ordinary Optionholders.

An investment in the Merged Group carries no guarantee with respect to the payment of dividends, return of capital or price at which shares will trade and should be considered speculative.

8.2 Risks Relating to the Offer

- (a) **Issue of WHL Shares, WHL Performance Shares and WHL Bid Options as consideration**

Quantify Ordinary Shareholders and Quantify Ordinary Optionholders are being offered specific quantities of WHL Shares and WHL Performance Shares and/or WHL Bid Options as consideration under the Offer. As a result, the value of the consideration will fluctuate depending upon the market value of WHL Shares or WHL Bid Options at any given time. Accordingly, the market value of the WHL Shares or WHL Bid Options at

the time you receive them may vary significantly from their market value on the date of your acceptance of the Offer.

(b) **Sale of WHL Shares or WHL Bid Options**

Under the Offer, WHL will issue a significant number of new WHL Shares and WHL Bid Options. Some holders of WHL Shares and/or WHL Bid Options may not intend to continue to hold their WHL Shares and/or WHL Bid Options and may wish to sell them. There is a risk that this may adversely impact on the price of and demand for WHL Shares and/or WHL Bid Options.

(c) **Acquisition of Less than 90% of Quantify Ordinary Shares**

It is possible that WHL could acquire a Relevant Interest of less than 90% of Quantify Ordinary Shares on issue under the Share Takeover Offer, which would prevent WHL compulsorily acquiring all remaining Quantify securities. The existence of a minority interest in Quantify may have an impact on the operations of the Merged Group, although this impact will depend upon the ultimate level of Quantify ownership acquired by WHL.

8.3 Risks relating to the Change in Nature and Scale of Activities

(a) **Contractual Risk**

In order for WHL to be able to achieve its objectives and complete the Merger, WHL is reliant on Quantify complying with its respective contractual obligations under the MIA. Should one of these parties fail to comply with the terms of the MIA, the Merger may not complete meaning WHL will not acquire an interest in Quantify. Further, if a party defaults in the performance of its contractual obligations it may be necessary for WHL to approach a court to seek a legal remedy. Legal action can be costly and there can be no guarantee that a legal remedy will be ultimately granted on the appropriate terms. There can be no guarantee that the Merger will be completed.

(b) **Conditions of the Merger and Re-Quotation of Securities on ASX**

The Merger is dependent upon the satisfaction of a number of conditions, which include (but are not limited to) completion of the Capital Raising and Shareholder approval and completion of the Essential Resolutions. As the Merger constitutes a significant change in the nature and scale of WHL's activities, WHL is also required to re-comply with Chapters 1 and 2 of the ASX Listing Rules.

Trading in WHL's Securities has been suspended following the date of WHL's announcement of the Merger and will continue to be suspended until WHL satisfies the requirements of Chapters 1 and 2 of the ASX Listing Rules in accordance with ASX Listing Rule 11.1.3. There is a risk that WHL may not be able to meet the requirements of the ASX for re-quotation of its Securities on the ASX. Should this occur, the Securities will not be able to be traded on the ASX until such time as those requirements can be met, if at all. Shareholders would then be prevented from trading their Securities should WHL be suspended until such time as it does re-comply with the ASX Listing Rules.

(c) **Dilution Risk**

WHL currently has 5,564,983,246 Shares on issue (on a pre-Consolidation basis). On completion of the Merger, WHL proposes to issue:

- (i) up to 250,000,000 Shares and 120,000,000 WHL Performance Shares under the Share Takeover Offer;
- (ii) a minimum of 58,333,333 Shares to raise \$3,500,000 as part of the Capital Raising;
- (iii) 11,826,787 Shares to acquire all Quantify Shares (Class C); and
- (iv) up to 10,833,333 Shares to Quantify Convertible Loan Holders.

Assuming no exercise of Options and no conversion of WHL Performance Shares or WHL Founder Performance Shares, the existing Shareholders will retain approximately 16.8% of the issued capital of WHL (i.e. they will be diluted by approximately 83.2%), with the holders of Quantify Ordinary Shares holding 62.8% and investors under the Capital Raising holding 14.7% of the issued capital of WHL respectively.

Assuming the maximum subscription of \$5 million is raised under the Capital Raising, the existing Shareholders will retain approximately 15.8% of the issued capital of WHL (i.e. they will be diluted by approximately 84.2%), with the holders of Quantify Ordinary Shares holding 59.1% and investors under the Capital Raising holding 19.7% of the issued capital of WHL respectively.

If all the WHL Bid Options and EOP Options are exercised, and all of the WHL Performance Shares and WHL Founder Performance Shares vest and are converted into Shares, a further 218,236,165 Shares will be issued, further diluting existing Shareholders to a holding of 10.88% assuming minimum subscription under the Capital Raising and a holding of 10.46% assuming maximum subscription under the Capital Raising.

There is also a risk that the interests of Shareholders will be further diluted as a result of future capital raisings required in order to fund the development of Quantify's business.

(d) **Liquidity Risk**

On the Effective Date, WHL proposes to issue up to 250,000,000 Shares and 120,000,000 WHL Performance Shares to the holders of Quantify Ordinary Shares, up to 11,826,787 Shares to Quantify Class C Shareholders and up to 10,833,333 Shares to Quantify Convertible Loan Holders (all issues being on a post-Consolidation basis).

These Shares (and WHL Shares issued upon conversion of WHL Performance Shares) may be subject to escrow restrictions in accordance with Chapter 9 of the ASX Listing Rules. This could result in an increased liquidity risk as a substantial portion of issued capital may not be able to be traded freely for a period of time.

8.4 Risks in respect of Quantify's current operations

(a) Capital and Funding Requirements

Given its initial focus on growing its market share, Quantify has negative operating cashflow and, at present, it does not currently have any revenue. No assurance can be given that Quantify will achieve commercial viability through its existing technology or otherwise. Until Quantify is able to realise value from its technology, it is likely to incur ongoing operating losses. It is intended that the Capital Raising will provide for Quantify's funding in the immediate term. However, depending on how successfully Quantify times and executes its monetisation and depending on the opportunities that arise for business development, Quantify may require further resources to achieve its aims going forward. Beyond its regular operating expenses, additional funding may also be deemed necessary to take advantage of Merger, promotional or other business opportunities. These funds may come in the form of further investments or loans. While the Directors and Proposed Directors believe that Quantify represents an exciting and attractive investment opportunity, WHL may not be able to secure funding on acceptable terms. Its ability to raise further capital and the terms on which it does so may depend on macro-economic conditions, the performance of Quantify and of the broader Internet of Things technology industry at the time, and the risks associated with the intended use of the funds. If Quantify is unable to access these funds, or is unable to do so on acceptable terms, this could adversely affect WHL's position.

(b) Development and commercialisation of the Quantify technology

The success of the Merged Group post completion of the Merger will depend upon Quantify's ability to develop and commercialise the Quantify technology and Quantify Intellectual Property. A failure to successfully develop and commercialise the Quantify technology could lead to a loss of opportunities and adversely impact on the Merged Group's operating results and financial position. The global marketplace for most products is ever changing due to new technologies, new products, changes in preferences, changes in regulation and other factors influencing market acceptance or market rejection. This market volatility and risk exists despite the best endeavours of market research, promotion and sales and licensing campaigns. There is a risk that, if the Quantify technology is not accepted by the market, Quantify will not be able to commercialise its Internet of Things products, which could adversely impact the Merged Group's operations.

The market for "Internet of Things" is still relatively new. It is uncertain whether "Internet of Things" devices will achieve wide market acceptance. Quantify's success will depend to a substantial extent on the willingness of consumers to widely adopt these devices. In part, adoption of Quantify's Products will depend on the increasing prevalence of "Internet of Things" devices and the profile of the market as a whole. Furthermore, some consumers may be unwilling to use "Internet of Things" devices because they have concerns regarding data privacy and security. If consumers do not perceive the benefits of "Internet of Things" devices or choose not to adopt them, the market may develop more slowly than expected which would adversely affect Quantify's business, financial condition and operating results.

Quantify could experience delays in completing the development and introduction of its Products. Problems in the design or quality of Quantify's Products may also have an adverse effect on Quantify's business, financial condition, and operating results. If Product introductions are delayed or not successful, Quantify may not be able to achieve an acceptable return, if any, on its research and development efforts, and Quantify's business may be adversely affected. Expenditure on research and development may not produce the intended results. Additionally, investments in new technologies, processes and products may not produce returns for the Company above the cost of development of those technologies, products and processes.

(c) **Redundancy, Upgradability and Scalability Risk**

There is a risk that industry standards might change in relation to standard communication protocols (for example wifi, zigbee protocols becoming obsolete) and that Quantify's current communication architecture base may become redundant or no longer supported.

Quantify believes that it is well placed to address this risk owing to its modular design. Quantify will ensure that its current technology choices and architecture use industry standard development frameworks and monitors these industry standards.

(d) **Intellectual property**

Securing rights to intellectual property, and in particular patents, is an integral part of securing potential product value from the development of Quantify's technology. Competition in retaining and sustaining protection of intellectual property and the complex nature of intellectual property can lead to expensive and lengthy patents disputes for which there can be no guaranteed outcome. The granting of a patent does not guarantee that the rights of others are not infringed nor that competitors will not develop competing intellectual property that circumvents such patents. Quantify's success depends, in part, on its ability to obtain patents, maintain trade secret protection and operate without infringing the proprietary rights of third parties.

Annexure C of this Bidder's Statement sets out Quantify's current patents, patent applications and trade mark rights currently held. As some of these patents have not yet been granted, without the priority date for some of its intellectual property there is a risk of third parties lodging patents in the same field with an earlier priority date, as well as the publication of similar methods to those envisioned in the Quantify patents which would invalidate any future Quantify patent claims.

There is also a risk of third parties claiming involvement in technological developments, and if any disputes arise, they could adversely affect Quantify's business. Except as disclosed below, Quantify is not aware of any third party interests in relation to the intellectual property rights of the Quantify technology, there has not been any external analysis of patents to determine whether the Quantify technology infringes any existing patents. This provides for the potential risk of claims being made at a later point which may incur costs for Quantify through the need for licensing of further patents. The Merged Group's prospects may also depend on Quantify's ability to licence third party proprietary technology necessary for the development of the Quantify technology. Breach of any licence agreements, or infringement of the licensed intellectual property by third

parties, may have an adverse impact on Quantify's ability to develop its technology.

(e) **Lack of patent protection**

An integral part of Quantify's business will be its ability to obtain and sustain patents, maintain trade secret protection and operate without infringing proprietary rights of third parties. The granting of protection, such as a registered patent, does not guarantee that the rights of others are not infringed, that competitors will not develop technology to avoid the patent or that third parties will not claim an interest in the intellectual property with a view to seeking a commercial benefit from Quantify or its partners. In this regard, based on the perceived cost versus benefit of doing so, Quantify has decided not to pursue patent filing in certain jurisdictions. This may allow competitors in such jurisdictions to develop products functionally identical to Quantify Products and Quantify may not be able to seek injunctive or financial relief against those companies by virtue of not having registered interests in those jurisdictions. No guarantee can be given that the patents will give Quantify commercially significant protection of its intellectual property.

Quantify has notified a third party that it may be developing a product that might fall within the scope of Quantify's Australian patent (Application number 2013204864), and has invited the party to engage at a commercial level to discuss a beneficial way forward. Quantify may not be able to reach agreement with the party that is potentially in breach and at such stage, will have to evaluate what course of action it should take in relation to the breach.

(f) **Trade Marks**

Quantify is the applicant of pending trade mark applications. Objections have been raised by the relevant examiner in a case to the wording of the services claimed and, in the case of one of the Quantify trademarks, on the basis of allegedly similar trade marks on the Trade Marks register. There is a risk that this and any other potential future objections may not be able to be overcome, and accordingly a risk that the trade mark application may not be accepted, and subsequently registered. While this may not prevent Quantify from continuing to trade under the relevant brands, it may limit Quantify's ability to prevent a competing product from being made available by another party using the same or similar branding.

(g) **Sales risk**

In order to commercialise the Quantify technology, the Merged Group will need to develop a successful sales model for delivery of the Quantify technology to customers. Potential sales models include the reseller strategy and direct sales model. The reseller model provides significant advantages to a smaller business by increasing its reach to the customer. However, risk lies in the ability or motivation of the reseller achieving agreed sales volumes not being under the direct control of the Merged Group. This can only be mitigated through the reseller agreements providing clauses in relation to non-performance of meeting mutually agreed sales targets. The direct sales model has the benefit of the Merged Group retaining control of the sales process. However, the sale of technically complex products requires additional financial resources and specialized sales staff. There is a risk that the Merged Group may lack

the financial and technical capacity to implement successful sales channels across borders and to different geographical regions. The inability of the Merged Group to implement a successful sales model will have an adverse impact on the future success and profitability of the Merged Group.

(h) **Global Market Risk**

Quantify's future aim is to take the Q Device into global markets, thus Quantify's continued growth is dependent on it entering new markets. Any expansion into new markets could expose Quantify to a number of risks including different regulatory systems, difficulties managing foreign operations, exchange rate fluctuations, differences in consumer behaviour, potential political and economic instability and potential difficulties in enforcing contracts and intellectual property rights. Any of these factors could materially affect Quantify's business, financial performance and operations.

(i) **Competition risk**

There is significant competition in the Internet of Things industry generally, with companies offering a variety of competitive products and services. Competition in the Internet of Things industry is expected to intensify in the future as new and existing competitors introduce new or enhanced products that are potentially more competitive than Quantify's products. The Internet of Things industry has a multitude of participants, including many large, broad-based consumer electronic companies that compete in Quantify's market.

There is no assurance that competitors will not succeed in developing products that are more effective or economic than the products developed by Quantify, or which would render the products obsolete and/or otherwise uncompetitive.

The large number of market participants can complicate customers' discrimination between competitors, increasing the difficulty of achieving market share and revenue. Quantify may be unable to compete successfully against future competitors where aggressive policies are employed to capture market share. Such competition could result in price reductions, reduced gross margins and loss of market share, any of which could materially adversely affect the Merged Group's future business, operating results and financial position.

There is also the potential for significant consolidation in Quantify's targeted market, resulting in a fewer number of competitors each having greater financial and other resources. Any such consolidation before the commercialisation of Quantify's technology could also adversely affect Quantify's ability to gain market share and commercialise its technology.

(j) **Staffing and reliance on key management**

Quantify will rely heavily on the experience and knowledge of Mark Lapins and Aidan Montague. In the event that any of these persons or any other key personnel that Quantify subsequently leaves Quantify and Quantify is unable to recruit suitable replacements, such loss could have a materially adverse effect on Quantify.

The responsibility of successfully implementing Quantify's development and commercialisation strategy depends substantially on its senior management and its key personnel. There can be no assurance given that there will be no detrimental impact on the Merged Group if one or more of these employees cease their employment with Quantify. There is also a risk to the business where there is a turnover of development staff that have knowledge of the technology and business. This loss of knowledge could result in leakage or misappropriation of confidential information. Whilst Quantify aims to mitigate this risk by imposing contractual restraints on use and ownership of Quantify's confidential information, there could also be increased costs for Quantify in having to replace the implicit knowledge and skills of departing employees.

(k) **Dependence on the Internet and telecommunications infrastructure**

The success of Quantify and its products will depend to some extent on the availability and stability of telecommunications infrastructure, and in particular the infrastructure over which devices directly communicate with each other and the internet. The utility of both connectivity and the Internet for carrying communications between devices can be adversely impacted upon as a result of the rapidly increasing demands for bandwidth, data security, reliability, cost, accessibility and quality of service. Delays in the development or adoption of new standards and protocols to handle these increased demands may impact on the adoption of Quantify and ultimately the success of Quantify's business. The performance of the Internet has been harmed by "viruses," "worms" and similar malicious programs, and the Internet has experienced a variety of outages and other delays as a result of damage to portions of its infrastructure. Importantly, Quantify's Q device is agnostic of the transmission technology used. A wide range of wireless as well as wireline options can be used and would be dependent upon the application and development resources. This is a decision made by the manufacturer on what best suits the needs of their customers. Note that Quantify's platform does not rely on access to the internet for basic functionality.

(l) **Hacker risk, Technology, disruption, corruption, systems failure**

Security concerns and the possibility of data corruption and data manipulation are particular concerns with most wireless technology. Where consumers perceive that Quantify is insecure and open to being hacked then the adoption of Quantify's technology may be impacted. This may ultimately impact on the success of Quantify's business. Whilst Quantify have sought as part of the design of their technology to incorporate enterprise grade security aspects, at the present time this security design is still being investigated and no assurance can be given at this time that Quantify's technology will be immune from the usual range of IoT technology risks. To mitigate any risks associated with this security, Quantify will be implementing changes to the hardware design to include an AES encryption engine.

(m) **Third Party Reliance Risk**

There is a risk that the technology used by Quantify in the development of its solution may subsequently require payment for upgrade or the payment of royalties to proprietors of that technology. This applies both to hardware components and software platforms comprising Quantify's IoT Solution.

Quantify's current strategy seeks to avoid the risk of dependence on proprietary third party technology by using technology with standardised open source or royalty free tools and libraries where possible. Quantify is of the view that if the technology it currently uses becomes proprietary in the future, or existing proprietary technology currently in use by Quantify becomes subject to commercial terms that are not acceptable to Quantify, there are existing alternate and often open source technologies which are available. However, the Company cannot guarantee that such alternatives will remain available at all times or at a commercially feasible cost.

Quantify currently uses third party tools and components in the development of its technology and as such faces a risk that those tools and components contain limitations and imperfections such as bugs or errors which may adversely affect the operation of the Quantify solution. This problem can occur with any third party tools or technologies in use by Quantify. Quantify seeks to mitigate this risk by ensuring that it maintains an agile development process involved with patching and updates of both hardware and software where these problems are publicly identified. Additionally, Quantify testing and quality assurance seeks to reduce the potential risks caused by the incorporation of third party component and software library updates.

(n) **Relationships with suppliers**

Quantify will rely on sourcing chips, sensors and other componentry (**Components**) from various suppliers and any material adverse change in Quantify's relationships with its suppliers, its terms of trade, or the ability of key suppliers to meet orders could have a negative impact on its operations. Quantify's business model revolves largely around the supply of hardware and this target revenue stream relies heavily upon the supply of these Components for hardware manufacture. Quantify is in discussions with various Components suppliers to mitigate the risk of availability and other supplier problems.

(o) **Regulatory risks**

Currently there are few IoT-specific laws and regulations. However in Australia, IoT-based technologies may be impacted by informational privacy laws. Such laws differ from jurisdiction to jurisdiction. In Australia, the collection, use, storage and disclosure of "personal information" is principally regulated by the Privacy Act 1988 (Cth) (**Privacy Act**). The Privacy Act does not prohibit IoT-based technologies but it could in certain circumstances impose additional compliance obligations on businesses who use or commercialise those technologies. If Quantify's technology collects data which falls within the definition of "personal information", or the data aggregated with other datasets which together could be considered personal information, then the compliance regime under the Privacy Act will apply to Quantify in respect of the collection, use, storage and disclosure of that "personal information". Quantify will take steps to ensure compliance with any applicable requirements of the Privacy Act. There is the risk that increased regulation may be imposed on IoT-based technologies and therefore Quantify's business may incur additional regulatory compliance costs, potentially affecting Quantify's business, financial performance and operations.

8.5 General Risks Relating to the Merged Group

(a) Management of growth

There is a risk that management of the Merged Group will not be able to implement the Merged Group's growth strategy after completion of the Merger. The capacity of the new management to properly implement and manage the strategic direction of the Merged Group may affect the Merged Group's financial performance.

Since incorporation, Quantify's business has expanded rapidly as it has retained key management, sales, development and operational staff. Consequently, Quantify's operating results and financial condition could be adversely affected if it is unable to appropriately manage this recent expansion and the increased scale of the business together with the planned commercialisation of various products.

(b) Risk of High Volume of Sale of Securities in WHL

If the Merger is successfully completed, WHL will have issued a significant number of new Shares to various parties. Some of the Quantify Shareholders and others that receive Shares as a result of the Merger may not intend to continue to hold those Shares and may wish to sell them on ASX (subject to any applicable escrow period). There is a risk that an increase in the amount of people wanting to sell Shares may adversely impact on the market price of Securities.

There can be no assurance that there will be, or continue to be, an active market for Shares or that the price of Shares will increase. As a result, Quantify Shareholders may, upon selling their Shares, receive a market price for their securities that is less than the price at the date of this Bidder's Statement.

(c) Acquisition of less than 90% of Quantify Ordinary Shares

It is possible that WHL could acquire a relevant interest of less than 90% of all Quantify Ordinary Shares on issue under the Share Takeover Offer (in the event that WHL waives, with the prior written consent of Quantify, the 90% minimum acceptance condition). The existence of third party minority interests in Quantify Ordinary Shares may have an impact on the operations of Quantify as Quantify would not, in those circumstances, be a wholly owned subsidiary of WHL. However, this impact will depend upon the ultimate level of WHL ownership in Quantify.

(d) Trading Price of Shares

WHL's operating results, economic and financial prospects and other factors will affect the trading price of the Shares. In addition, the price of Shares is subject to varied and often unpredictable influences on the market for equities, including, but not limited to general economic conditions including the performance of the Australian dollar and United States dollar on world markets, inflation rates, foreign exchange rates and interest rates, variations in the general market for listed stocks in general, changes to government policy, legislation or regulation, industrial disputes, general operational and business risks and hedging or arbitrage trading activity that may develop involving the Shares.

In particular, the share prices for many companies have been and may in the future be highly volatile, which in many cases may reflect a diverse range of non-company specific influences such as global hostilities and tensions relating to certain unstable regions of the world, acts of terrorism and the general state of the global economy. No assurances can be made that WHL's market performance will not be adversely affected by any such market fluctuations or factors.

(e) **Additional Requirements for Capital**

The capital requirements of the Merged Group will depend on numerous factors. Depending on the ability of the Merged Group to generate income from its operations, the Merged Group may require further financing in addition to amounts raised under the Capital Raising. Any additional equity financing will dilute shareholdings, and debt financing, if available, may involve restrictions on financing and operating activities. If the Merged Group is unable to obtain additional financing as needed, it may be required to reduce the scope of its operations.

(f) **Market risk**

Share market conditions may affect the value of the Merged Group's quoted Securities regardless of the Merged Group's operating performance. Share market conditions are affected by many factors such as:

- (i) general economic outlook;
- (ii) interest rates and inflation rates;
- (iii) currency fluctuations;
- (iv) commodity price fluctuations;
- (v) changes in investor sentiment toward particular market sectors;
- (vi) the demand for, and supply of, capital; and
- (vii) terrorism and other hostilities.

(g) **Acquisitions**

As part of its business strategy, the Merged Group may make acquisitions of, or significant investments in, companies, products, technologies and/or products that are complementary to Quantify's business. Any such future transactions are accompanied by the risks commonly encountered in making acquisitions of companies, products and technologies, such as integrating cultures and systems of operation, relocation of operations, short term strain on working capital requirements, achieving the sales and margins anticipated and retaining key staff and customer and supplier relationships.

(h) **Litigation Risks**

The Merged Group is exposed to possible litigation risks including intellectual property claims, contractual disputes, occupational health and safety claims and employee claims. Further, the Merged Group may be involved in disputes with other parties in the future which may result in

litigation. Any such claim or dispute if proven, may impact adversely on the Merged Group's operations, financial performance and financial position. Neither WHL nor Quantify is currently engaged in any litigation.

(i) **Investment Speculative**

The above list of risk factors ought not to be taken as exhaustive of the risks faced by WHL, the Merged Group or by investors in WHL. The above factors, and others not specifically referred to above may, in the future, materially affect the financial performance of the Merged Group and the value of the Merged Group's securities.

9. ADDITIONAL INFORMATION

9.1 WHL's Interest in Quantify Ordinary Shares

As at the date of this Bidder's Statement and the day before the Takeover Offers will be sent WHL does not have a Relevant Interest in any Quantify securities.

9.2 Acquisitions of Quantify Ordinary Shares by WHL and its Associates

(a) Previous 4 months

Neither WHL nor any Associate of WHL has provided, or agreed to provide, consideration for Quantify Ordinary Shares or Quantify Ordinary Options under any purchase or agreement during the period beginning 4 months before the date of this Bidder's Statement ending on the day immediately before the date of this Bidder's Statement.

(b) Period before Takeover Offers

Neither WHL nor any Associate of WHL will provide, or agree to provide, consideration for Quantify Ordinary Shares or Quantify Ordinary Options under any purchase or agreement during the period starting on the date of this Bidder's Statement and ending on the date immediately before the date of the Takeover Offers.

9.3 No Escalation Agreements

Neither WHL nor any Associate of WHL has entered into any escalation agreement that is prohibited by Section 622 of the Corporations Act.

9.4 Collateral Benefits

(a) Previous 4 months

During the period beginning 4 months before the date of this Bidder's Statement and ending on the day immediately before the date of this Bidder's Statement, neither WHL nor any Associate of WHL gave, or offered to give or agreed to give, a benefit to another person that was likely to induce the other person, or an Associate of that person, to:

- (i) accept the Takeover Offers; or
- (ii) dispose of their Quantify Ordinary Shares or Quantify Ordinary Options,

and which is not offered to all holders of Quantify Ordinary Shares under the Share Takeover Offer or all holders of Quantify Ordinary Options under the Option Takeover Offer.

(b) Period before Takeover Offers

During the period starting on the date of this Bidder's Statement and ending on the date immediately before the date of the Takeover Offers, neither WHL nor any Associate of WHL will give, or offer to give or agree to give, a benefit to another person that was likely to induce the other person, or an Associate of that person, to:

- (i) accept the Takeover Offers; or

- (ii) dispose of their Quantify Ordinary Shares or Quantify Ordinary Options,

and which is not offered to all holders of Quantify Ordinary Shares under the Share Takeover Offer or all holders of Quantify Ordinary Options under the Option Takeover Offer.

9.5 Disclosure of Information

Due to the fact that WHL is offering WHL Shares as consideration for the acquisition of Quantify Ordinary Shares under the Share Takeover Offer and WHL Bid Options as consideration for the acquisition of Quantify Ordinary Options under the Option Takeover Option, the Corporations Act requires that this Bidder's Statement must include all information that would be required for a prospectus for an offer of WHL Shares and WHL Bid Options under Sections 710 to 713 of the Corporations Act.

As a company whose shares are quoted on ASX, WHL is subject to regular disclosure requirements. In particular, WHL is required to disclose information concerning its finances, activities and performance. This disclosure is available on WHL's website as well as on the ASX website (ASX Code: WHN).

Please see Section 3.23 for further information. Section 3.13 also contains further details in relation to WHL's corporate governance policies.

9.6 Material Agreements

9.6.1 Merger Implementation Agreement

On 12 September 2016, the Company announced that it had entered into a merger implementation agreement with Quantify, which outlines the terms and conditions upon which the Company will acquire 100% of the issued capital in Quantify by means of a takeover offer and, in relation to Quantify's other issued securities that are not subject to the Takeover Offers, by private agreement.

The material terms of the MIA are as follows:

(a) **(Takeover Offers):** The Company has agreed to:

- (i) offer to purchase each Quantify Ordinary Share on issue or issued prior to the close of the offer in exchange for 1.0189 WHL Shares and 0.4891 WHL Performance Shares per Quantify Ordinary Share; and
- (ii) effect the above offer such that it will also be offered to holders of Quantify ESS Shares (being a total of 15,500,000 Quantify Ordinary Shares issued to a number of employees under an employee incentive share plan). The Company has agreed to adopt an employee share plan (**WHL ESS**) on materially the same terms as the Quantify incentive share plan (**Quantify ESS**) so that Shares issued to these employees in consideration for the acquisition of their Quantify ESS Shares will be subject to materially the same terms and conditions as apply to their Quantify ESS Shares,

(the **Share Takeover Offer**), subject to the Share Takeover Offer conditions contained in the MIA and as set out in Section 1.8 of Annexure A to this Bidder's Statement; and

- (iii) offer to purchase each Quantify Ordinary Option on issue or issued prior to the close of the offer in exchange for 1.0238 WHL Bid Options, subject to the Share Takeover Offer becoming unconditional as set out in Section 2.8 of Annexure A to this Bidder's Statement (**Option Takeover Offer**).
- (b) (**Other Quantify Securities**):
 - (i) (**Quantify EOP Options**): The Company has agreed to enter into arrangements with each holder of a Quantify EOP Option under which the EOP Optionholders will transfer to the Company a total of 6,750,000 Quantify EOP Options, in consideration for the Company issuing 6,910,543 EOP Options, allocated to EOP Optionholders on a pro rata basis, on materially the same terms and vesting conditions as the Quantify EOP Options;
 - (ii) (**Quantify Class C Shares**): the parties have agreed that Quantify may issue up to 11,607,480 Class C Quantify Shares to advisers, on the condition that the advisers agree to transfer those Class C Quantify Shares to the Company in consideration for up to 11,826,787 WHL Shares on a pro-rate basis, at completion of the Merger;
 - (iii) (**WHL Founder Performance Shares**): the parties have agreed to enter into an arrangement with Lapins Holdings Pty Ltd <Lapins Family Account> (**Lapins**) for the transfer of all Quantify Class A and B Performance Shares held by Lapins, to the Company, in exchange for 30,000,000 WHL Founder Performance Shares on completion of the Merger.
- (c) (**Capital Raising**):
 - (i) the Company has agreed to issue a prospectus for a capital raising at \$0.06 per WHL Share in compliance with Chapters 1 and 2 of the ASX Listing Rules in order to have the Company reinstated to trading on the ASX (**Capital Raising**); and
 - (ii) to appoint Westar Capital Limited (ABN 28 009 372 838) (**Westar**) as the lead manager for a fee of 2% of the gross funds raised under the Capital Raising and 4% of the funds raised by Westar.
- (d) (**Convertible Loans**): The parties have agreed, subject to certain conditions, that where Quantify needs to raise additional working capital, the Company will fund Quantify by way of convertible loans, up to an amount of \$850,000. The convertible loans:
 - (i) will be convertible into Quantify Ordinary Shares, at the Company's election, only after the MIA terminates, at a deemed conversion price of \$0.06; and
 - (ii) will accrue interest at a rate of 10% per annum payable monthly in arrears or convertible, at the Company's election, into Quantify Shares at a deemed conversion price of \$0.06 per Quantify Share.

- (e) **(Further WHL Issues):** the parties have agreed that the Company may issue the following further securities:
 - (i) 8,747,626 Advisor Options to Quantify's corporate advisors; and
 - (ii) between 3,500,000 and 5,000,000 Broker Options to WHL brokers in consideration for services provided in connection with the Capital Raising; and
 - (iii) issues for the purpose of maintaining the Company's cash balance, provided that the issue occurs prior to a proposed consolidation of the Company's securities (on a basis of every 83 Shares being consolidated into 1 Share) and is approved by Quantify.
- (f) **(Board Composition):** On completion of the Merger, the Company has agreed that all of the Company's current Directors will resign and three new directors nominated by Quantify (including Mr Mark Lapins and Mr Aidan Montague, subject to their consent) will be appointed to the Board.
- (g) **(Name Change):** On completion of the Merger, the Company has agreed, subject to Shareholder approval, to change its name to "*Quantify Technology Holdings Limited*."
- (h) **(Fees):**
 - (i) on signing the MIA, the Company paid \$100,000 to Quantify as a contribution towards the due diligence costs associated with the Merger; and
 - (ii) subject to documentary evidence, on completion of the Merger, the Company will reimburse Cuda Development Corporation Pty Ltd, a company associated with Mr Mark Lapins (a Proposed Director), \$500,000 in past expenditure incurred in development of Quantify intellectual property, in three equal repayments (or through the issue of Shares at a deemed issue price of \$0.06 per Share on a post Consolidation basis, to the extent ASX does not approve the payment of cash).
- (i) **(Termination):** the MIA contains standard termination rights and specifically provides the following individual rights to each party:
 - (i) the Company may terminate the MIA where:
 - (A) any director of Quantify does not recommend or withdraws or adversely modifies their recommendation that Quantify security holders accept the WHL Offers;
 - (B) a third party obtains a relevant interest in 20% or more of Quantify Shares; or
 - (C) a material adverse change or certain prescribed occurrences occur with regards to Quantify.

- (ii) Quantify may terminate the MIA where:
 - (A) a material adverse change occurs with regards to the Company prior to the lodgement of the prospectus for the Capital Raising with ASIC;
 - (B) the Conditions are not satisfied or waived by 31 January 2017 (unless otherwise agreed between the parties and excluding where failure to satisfy such conditions is due to acts or omissions of Quantify); or
 - (C) Quantify reasonably determines that the Company will not have a cash balance of \$2,000,000 (less any amounts advanced by WHL to Quantify, and in costs reasonably incurred by WHL in implementing the transactions envisaged by the MIA and agreed by the parties, acting reasonably) following completion of the Merger.

The MIA otherwise contains confidentiality provision and warranties considered standard for an agreement of this nature.

9.6.2 EOP Option Transfer Deed

WHL has entered into separate option transfer deeds with each of the Quantify EOP Optionholders under which WHL will issue up to 6,910,543 WHL EOP Options, allocated on a pro rata basis to the Quantify EOP Optionholders, in consideration for the transfer to WHL of all 6,750,000 Quantify EOP Options on the Effective Date.

Until the Effective Date, the Quantify EOP Optionholders are not permitted to exercise, transfer, dispose of or otherwise deal with their Quantify EOP Options without the prior written consent of WHL, which WHL may give or withhold in its absolute discretion.

The WHL EOP Options to be issued to the Quantify EOP Optionholders will be exercisable at \$0.075 each (post Consolidation) and expire on 30 September 2019. They will be subject to equivalent vesting conditions as the Quantify EOP Options they replace and otherwise be subject to the terms of the WHL EOP.

9.6.3 Founder Performance Shares Transfer Deed

Lapins Holdings Pty Ltd (ACN 067 117 506) as trustee for the Lapins Family Account (**Lapins Holdings**), a related party and associate of Mr Mark Lapins, the Managing Director of Quantify, and proposed new Managing Director of WHL, has entered or intends to enter into a performance share transfer deed with WHL whereby Lapins Holdings will be issued 30,000,000 WHL Founder Performance Shares in consideration for the transfer of its 1,000 Class A Quantify Performance Shares and 1,000 Class B Quantify Performance Shares to WHL on the Effective Date.

Until the earlier of the Effective Date or 28 February 2017, Lapins Holdings is not permitted to transfer, dispose of or otherwise deal with its Quantify Performance Shares without the prior written consent of WHL, which WHL may give or withhold in its absolute discretion.

The full terms and conditions of the WHL Founder Performance Shares to be issued to Lapins Holdings are set out in Schedule 3 of the Notice of Meeting.

9.6.4 Quantify Shares (Class C) Transfer Deed

WHL has entered or intends to enter into separate share transfer deeds with each of the holders of Quantify (Class C) Shares under which WHL will issue up to 11,826,787 Shares, allocated on a pro rata basis to the Quantify Class C Shareholders in consideration for the acquisition of their 11,607,480 Quantify Shares (Class C) on the Effective Date.

Until the earlier of the Effective Date or 28 February 2017, the Quantify Class C Shareholders are not permitted to transfer, dispose of or otherwise deal with their Quantify Shares (Class C) without the prior written consent of WHL, which WHL may give or withhold in its absolute discretion.

Mintaka Nominees Pty Ltd (**Mintaka**), an entity controlled by Neville Bassett, holds 3,869,160 Quantify Shares (Class C) and has entered into a share transfer deed pursuant to which it has agreed to issue 3,942,262 WHL Shares to Mintaka in consideration for the acquisition of 3,869,160 Quantify Shares (Class C).

Shareholder approval under ASX Listing Rule 10.11 is being sought at the WHL Shareholder Meeting for the issue of WHL Shares to Mintaka.

9.6.5 Quantify ESS Shareholders

WHL intends entering into arrangements with each of the Quantify employees holding Quantify ESS Shares under which those employees agree to accept the Share Takeover Offer and that any WHL Shares and WHL Performance Shares (including WHL Shares issued upon conversion of the WHL Performance Shares) issued to them as consideration under the Share Takeover Offer shall be subject to the same vesting conditions (if any) as apply to their Quantify ESS Shares and subject to the terms of the WHL ESS.

9.6.6 Westar Mandate

On 12 September 2016, Quantify and Westar entered into a corporate advisory mandate (**Mandate**) pursuant to which Westar agreed to be appointed as Quantify's corporate advisor in relation to the Prospectus Offer.

Under the Mandate, Westar will be paid the following fees, exclusive of GST:

- (a) a management fee of 2% of the gross amount raised by the issue of WHL Shares under the Prospectus Offer;
- (b) a placement fee of 4% of the amounts raised by Westar under the Prospectus Offer. If other brokers participate in the Prospectus Offer, they will receive a fee agreed between Westar and the other brokers that is to be paid by Westar;
- (c) issued with one option for each dollar raised by it or other brokers that participate in the Prospectus Offer. These options will be on the same terms as the WHL Bid Options;
- (d) a monthly fee of A\$10,000 for corporate advisory services, from the date of the Mandate;
- (e) a commission fee of 10% payable on the value of the first 12 months' purchase orders accepted by Quantify from parties that are introduced by Westar to Quantify, where Westar is an active participant in the forming of a working business arrangement between Quantify and those

parties introduced by Westar. The commission fee is to be satisfied by the issue of WHL Shares, subject to any necessary WHL Shareholder approval, as follows:

- (i) quarterly receipt of revenue will be calculated resulting from the purchase orders provided that receipt of such revenue is within 12 months of the original purchase order; and
- (ii) WHL Shares will be issued within 30 days of each quarter on the value of the receipt of revenue for such quarter with the value of the WHL Shares calculated based on the previous 30-day VWAP of WHL Shares on the date that the purchase order/s that resulted in the relevant quarter's revenues are received.

The Mandate otherwise contains terms and conditions which are considered standard for an agreement of this nature, including those relating to confidentiality, representations and warranties.

9.6.7 Convertible Loan Agreement

On 24 October 2016, Quantify and WHL entered into a convertible loan agreement (**Convertible Loan Agreement**) pursuant to which WHL agreed to fund Quantify up to an amount of \$850,000. The loan is convertible into Quantify Shares at a deemed issue price of \$0.06 per Quantify Share at WHL's discretion, with an interest rate of 10% per annum payable monthly in arrears, repayable within 6 months if the MIA is terminated. A total of \$200,000 has been drawn down under this agreement as at the date of this Bidder's Statement.

9.7 Interests and Benefits Relating to the Takeover Offers

(a) Interests

Other than as set out below or elsewhere in this Bidder's Statement, no:

- (i) director or proposed director of WHL;
- (ii) person named in this Bidder's Statement as performing a function in a professional, advisory or other capacity in connection with the preparation or distribution of this Bidder's Statement;
- (iii) promoter of WHL; or
- (iv) broker or underwriter in relation to the issue of WHL Securities pursuant to the Takeover Offers or financial services licensee named in this Bidder's Statement as being involved in the issue of WHL Securities,

(together, the **Interested Persons**) has, or had within 2 years before the date of this Bidder's Statement, any interest in:

- (v) the formation or promotion of WHL;
- (vi) any property acquired or proposed to be acquired by WHL in connection with its formation or promotion or in connection with the offer of WHL Shares under the Share Takeover Offer or the Offer WHL Bid Options under the Option Takeover Offer; or

- (vii) the offer of WHL Shares under the Share Takeover Offer or the Offer of WHL Bid Options under the Option Takeover Offer.

(b) **Disclosure of Fees and Benefits Received by Certain Persons**

Other than as set out below or elsewhere in this Bidder's Statement, no amounts have been paid or agreed to be paid and no benefits have been given or agreed to be given:

- (i) to a Director or Proposed Director of WHL to induce them to become, or to qualify as, a director of WHL; or
- (ii) for services provided by a Director or Proposed Director of WHL in connection with the formation or promotion of WHL or the offer of WHL Shares under the Share Takeover Offer or WHL Bid Options under the Option Takeover Offer.

(c) **Expenses of the Takeover Offers**

The total amount of cash that WHL may become obliged to pay to satisfy all expenses incurred by WHL and relating to the Takeover Offers will be provided from WHL's existing cash balances.

WHL estimates it will incur fees for services provided in connection with the Takeover Offers, including for legal, taxation, financial advisers, share register and ASX and other professional and advisory fees, in the amount of approximately \$230,347 (excluding GST).

	\$
ASIC	2,350
ASX listing fees for new WHL Shares and WHL Bid Options	107,997
Legal	110,000
Accounting	5,000
Share Registry, Printing and Mailing	5,000
TOTAL	\$230,347

9.8 Disclosure of Interests of Directors and Proposed Directors

The Directors have the following interests in WHL securities (on a pre-Consolidation basis) as at the date of this Bidder's Statement.

Director	Shares	Options
Neville Bassett	7,500,000 ¹	1,875,000 ²
Gary Castledine	50,000,000 ³	Nil
Faldi Ismail	350,000 ⁴	20,000 ⁵

Notes:

- Held indirectly through Mandevilla Pty Ltd of which Mr Bassett is a Director and shareholder.
- Exercisable at \$0.002 (pre-consolidation) on or before 30 June 2018.

3. Held indirectly through Perizia Investments Pty Ltd of which Mr Castledine is a Director and shareholder.
4. Comprising 320,000 Shares held by Mr Faldi Ismail and Mrs Roumelia Rozanna Ismail <The Ismail Super Fund A/C> of which Mr Ismail is a trustee and beneficiary and 30,000 Shares held by Romfal Sifat Pty Ltd <the Fizmail Family A/C> of which Mr Ismail is a Director and beneficiary.
5. Exercisable at \$0.18 (pre-Consolidation) on or before 30 November 2016 and held by Romfal Sifat Pty Ltd <the Fizmail Family A/C> of which Mr Ismail is a Director and beneficiary.

As noted in Section 9.6.6:

- (a) subject to shareholder approval, Westar (an entity controlled by director Neville Bassett) is entitled to be issued one Broker Option (on a post Consolidation basis) for every dollar it raises under the Prospectus Offer; and
- (b) Westar is entitled, subject to any necessary WHL Shareholder approval, to be issued WHL Shares in satisfaction of a 10% commission payable on certain sales of Quantify products to buyers introduced by Westar.

The Directors do not have an interest in Quantify securities as at the date of this Bidder's Statement, with the exception of Neville Bassett, who holds an indirect interest in 3,869,160 Quantify Shares (Class C) held by Mintaka, an entity which he controls.

As summarised in Section 9.6.4, WHL has entered into a transfer deed with Mintaka pursuant to which it has agreed to issue 3,942,262 WHL Shares to Mintaka in consideration for the acquisition of 3,869,160 Quantify Shares (Class C). Shareholder approval under ASX Listing Rule 10.11 is being sought at the WHL Shareholder Meeting for the issue of WHL Shares to Mintaka.

The Proposed Directors have the following interests in Quantify securities as at the date of this Bidder's Statement.

Director	Quantify Ordinary Shares	Quantify Ordinary Options	Quantify A Class Performance Shares	Quantify B Class Performance Shares
Mark Lapins ¹	110,000,001	5,000,000	1,000	1,000
Aidan Montague ²	17,000,000	2,000,000	Nil	Nil
Alex Paior ^{3,4}	Nil	18,978,228	Nil	Nil

Notes:

1. Mark Lapin's interests in Quantify Securities are held indirectly through Lapins Holdings Pty Ltd as trustee for the Lapins Family Trust, an entity controlled by Mark Lapins.
2. Aidan Montague's interests in Quantify Securities are held indirectly by Globevista Pty Ltd, an entity controlled by Aidan Montague.
3. Alex Paior holds 16,362,843 Quantify Ordinary Options directly. Alex Paior also has an indirect interest in 2,615,385 Quantify Ordinary Options held by Saddlehorn Investments Pty Ltd, an entity controlled by Alex Paior and his spouse.
4. Copper Coast, of which Proposed Director Alex Paior is a director, has an agreement with Quantify relating to the sale and installation of Quantify's products at Copper Coast's proposed Wallaroo development project. Under the Wallaroo Project Agreement, Quantify has agreed to procure that WHL, subject to compliance with the ASX Listing Rules, will grant Copper Coast up to 12.5 million WHL Options (on a post Consolidation basis) on

the same terms as the WHL Bid Options upon notification by Copper Coast following WHL being re-admitted to the Official List. Refer to the Target Statement for further details.

9.9 Fees and Benefits of Directors and Proposed Directors

The Constitution provides that the Directors may be paid for their services as Directors a sum not exceeding such fixed sum per annum as may be determined by WHL in general meeting, to be divided among the Directors and in default of agreement then in equal shares.

The annual remuneration (inclusive of superannuation) of the WHL Directors for the last two financial years ended 30 June 2015 and 2016 and the proposed remuneration (inclusive of superannuation) of the WHL Directors and Proposed Directors for the current financial year ending 30 June 2017 are as follows:

Existing Directors	2015 Financial Year	2016 Financial Year	2017 Financial Year (to date) ¹
Neville Bassett	Nil	\$17,500	\$42,000
Gary Castledine	Nil	\$17,500	\$42,000
Faldi Ismail	\$58,754	\$42,000	\$42,000
Proposed Directors	2015 Financial Year	2016 Financial Year	2017 Financial Year (proposed)
Mark Lapins	Nil	Nil	\$385,000
Aidan Montague	Nil	Nil	\$280,000
Alex Paor	Nil	Nil	\$20,000

Notes:

- It is proposed that Messrs Bassett, Castledine and Ismail will resign from the WHL Board upon successful completion of the Takeover Offers.

Directors, companies associated with the Directors or their Associates are also reimbursed for all reasonable expenses incurred in the course of conducting their duties which include, but are not in any way limited to, out of pocket expenses, travelling expenses, disbursements made on behalf of WHL and other miscellaneous expenses.

The remuneration of Directors is reviewed annually by WHL.

9.10 Agreements with Directors - Executive Director engagements

The Company intends to enter into executive service agreements with Mark Lapins and Aidan Montague, which will commence upon the completion of the Merger. The material terms of these executive agreements are set out below.

Mark Lapins – Managing Director

- Term:** Mr Lapins will be employed as the Managing Director of the Company for a fixed term of three (3) years, commencing on the Effective Date.
- Remuneration:** Mr Lapins will be paid a base salary of \$365,000 per annum (exclusive of superannuation), which will be reviewed after an initial six month period following completion of the Merger, and thereafter in

accordance with the policy of the Company for the annual review of salaries (**Salary**).

- **Directors Fees:** In addition to his Salary, Mr Lapins will receive director's fees from the Company during such period as he serves as a director of the Company as determined by the Board.
- **Performance Rights:** Subject to Shareholder approval being obtained (which is being sought at the WHL Shareholder Meeting), on completion of the Merger, Mr Lapins will receive 6,250,000 Performance Rights under the Company's Performance Rights Plan, the terms and conditions of which are contained in the Company's Notice of General Meeting.
- **Performance Based Bonuses:** In addition to the above, the Company may pay to Mr Lapins a performance based bonus at any time during his employment, over and above his Salary, to be based on key performance indicators as set by the Company from time to time.
- **Termination:**
 - The Company may terminate Mr Lapins' employment without reason by giving six months' written notice, or by giving one (1) month's written notice (and in some cases summarily without notice) for a number of reasons contained in the executive service agreement.
 - Mr Lapins may terminate his employment without reason by giving six months' written notice or, where the Company has committed a serious, un-remedied breach of the executive service agreement, within 28 days of notice of that breach to the Company.

Aidan Montague – Executive Chairman

- **Term:** Mr Montague will be employed as the Executive Chairman of the Company for a fixed term of three (3) years, commencing on the Effective Date.
- **Remuneration:** Mr Montague will be paid a base salary of \$260,000 per annum (exclusive of superannuation), which will be reviewed after an initial six month period following completion of the Merger, and thereafter in accordance with the policy of the Company for the annual review of salaries (**Salary**).
- **Directors Fees:** In addition to his Salary, Mr Montague will receive director's fees from the Company during such period as he serves as a director of the Company as determined by the Board.
- **Performance Rights:** Subject to Shareholder approval being obtained (which is being sought at the WHL Shareholder Meeting), on completion of the Merger, Mr Montague will receive 6,250,000 Performance Rights under the Company's Performance Rights Plan, the terms and conditions of which are contained in the Company's Notice of General Meeting.
- **Performance Based Bonuses:** In addition to the above, the company may pay to Mr Montague a performance based bonus at any time during his employment, over and above his Salary, to be based on key performance indicators as set by the Company from time to time.

- **Termination:**
 - The Company may terminate Mr Montague's employment without reason by giving six months' written notice, or by giving one (1) month's written notice (and in some cases summarily without notice) for a number of reasons contained in the executive service agreement.
 - Mr Montague may terminate his employment without reason by giving six months' written notice or, where the Company has committed a serious, un-remedied breach of the executive service agreement, within 28 days of notice of that breach to the Company.

9.11 Restricted Securities

As the WHL Shares and WHL Performance Shares issued to accepting Quantify Ordinary Shareholders and WHL Bid Options issued to accepting Quantify Ordinary Optionholders will be issued in consideration for the acquisition of a classified asset, Quantify Ordinary Shareholders and Quantify Ordinary Optionholders may be required under the ASX Listing Rules to enter into restriction agreement under which they will be restricted from trading their WHL Shares and/or WHL Shares issued on conversion of WHL Performance Shares and/or WHL Bid Options issued as Offer Consideration for periods of between 12 and 24 months.

The Company will apply to the ASX for a waiver from the certain restriction requirements on the basis that a majority of Quantify Ordinary Shareholders paid cash for their Quantify Ordinary Shares upon issue by Quantify and have held their Quantify Ordinary Shares for a substantial period of time prior to WHL making the Takeover Offers.

9.12 Material Litigation

WHL is not aware of any instituted or threatened litigation, or other legal proceedings in relation to WHL.

9.13 Status of Conditions

The conditions of the Takeover Offers are set out in Section 1.8 of Annexure A (with respect to the Share Takeover Offer) and Section 2.8 (with respect to the Option Takeover Offer) (**Conditions**). WHL will use all reasonable endeavours to ensure the Conditions are satisfied as soon as possible after the date of this Bidder's Statement.

As at the date of this Bidder's Statement, WHL is not aware of any events which would result in a breach or inability to satisfy the Conditions.

WHL will give a notice of the status of the Conditions in accordance with the Corporations Act on 24 January 2017 (subject to extension if the Offer Period is extended).

9.14 Regulatory Approvals

As contemplated in Section 1.8 of Annexure A, the Share Takeover Offer is conditional upon obtaining various approvals, including from WHL Shareholders and the ASX.

ASX Listing Rule 11.1 provides that where an entity proposes to make a significant change, either directly or indirectly, to the nature or scale of its activities, it must provide full details to ASX as soon as practicable. ASX Listing Rule 11.1.2 provides that, if ASX requires, the entity must get the approval of shareholders and must comply with any requirements of ASX in relation to the Notice of Meeting.

ASX has indicated to the Company that, given the significant change in the nature and scale of the activities of the Company upon completion of the Takeover Offers, it requires the Company to obtain the approval of its Shareholders.

Additionally, ASX has informed WHL that Shareholder approval and compliance with Chapters 1 and 2 is required. Amongst other things, the provisions of Chapters 1 and 2 of the Listing Rules require the Company to undertake or comply with the following:

- (a) subject to any exemptions granted by the ASX, any new Share issues must be made at a minimum of \$0.20 in order to raise additional working capital and any options must have an exercise price of no less than \$0.20;
- (b) obtain the requisite shareholder spread;
- (c) prepare a prospectus, which will be in accordance with the provisions of the Corporations Act;
- (d) have an appropriate structure and operations; and
- (e) satisfy either of the tests set down in the Listing Rules in relation to WHL's profitability or asset value.

Pursuant to the Notice of Meeting, WHL will seek Shareholder approval for such approvals as required to effect the Takeover Offers and to satisfy the Conditions.

In addition, WHL has applied for a waiver of the ASX Listing Rules in order to have shares and options on issue with an exercise price of below \$0.20 at the time of WHL being readmitted to trading on ASX (refer to Section 3.16 for further details).

WHL will use best endeavours to procure that acceptances received under the Prospectus will satisfy the ASX's shareholder spread requirement.

Further information in relation to the necessary Shareholder approvals and compliance requirements is contained in the Notice of Meeting.

9.15 Consents

Chapter 6 of the Corporations Act imposes a liability regime on WHL, the WHL Directors, the persons named in the Bidder's Statement with their consent as Proposed Directors, persons named in the Bidder's Statement with their consent having made a statement in the Bidder's Statement and persons involved in a contravention in relation to the Bidder's Statement, with regard to misleading and deceptive statements made in the Bidder's Statement. Although WHL bears primary responsibility for the Bidder's Statement, the other parties involved in the preparation of the Bidder's Statement can also be responsible for certain statements made in it.

Each of the parties referred to in this Section 9.15:

- (a) in light of the above, only to the maximum extent permitted by law, expressly disclaims and takes no responsibility for any part of this Bidder's Statement other than a reference to its name and a statement included in this Bidder's Statement with the consent of that party as specified in this Section 9.15; and
- (b) has not caused or authorised the issue of this Bidder's Statement.

Each of the following has consented to being named in this Bidder's Statement in the capacity as noted below and have not withdrawn such consent prior to the lodgement of this Bidder's Statement with ASIC:

Steinepreis Paganin as legal advisors to WHL in relation to the Offer has consented to being named in this Bidder's Statement and has not withdrawn such consent prior to the lodgement of this Bidder's Statement with ASIC.

Automic Registry Services has acted as the share registry to WHL in relation to the Offer and has not withdrawn such consent prior to the lodgement of this Bidder's Statement with ASIC.

HLB Mann Judd as the Company's auditor has consented to being named in this Bidder's Statement and to the inclusion of audited and reviewed WHL financial statements being included in this Bidder's Statement and has not withdrawn such consent prior to the lodgement of this Bidder's Statement.

As permitted by ASIC Class Order 13/521, this Bidder's Statement includes statements which are made in, or based on statements made in, documents lodged with ASIC or on the company announcement platform of ASX. Under that Class Order, the parties making those statements are not required to consent to, and have not consented to, inclusion of those statements in this Bidder's Statement. If you would like to receive a copy of any of these reports or statements free of charge, please contact WHL on +61 8 6500 0271.

As permitted by ASIC Corporations (Consent to Statements) Instrument 2016/72, this Bidder's Statement may include or be accompanied by certain statements fairly representing a statement by an official person or from a public official document or a published book, journal or comparable publication, as well as ASX share price trading information sourced from ASX without its consent.

9.16 Other Material Information

There is no other information material to the making of a decision by a holder of Quantify Ordinary Shares whether or not to accept the Takeover Offers being information that is known to WHL and which has not previously been disclosed to Quantify Ordinary Shareholders other than as is contained elsewhere in this Bidder's Statement.

9.17 Expiry Date

No securities will be issued on the basis of this Bidder's Statement after the date which is 13 months after the date of this Bidder's Statement.

9.18 Date for Determining Holders

For the purposes of Section 633 of the Corporations Act, the date for determining the people to whom this Bidder's Statement is sent is the Record Date.

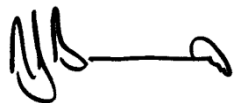
9.19 ASIC Modifications and Exemptions, ASX Waivers

ASIC has published various “Class Order” instruments providing for modifications and exemptions that apply generally to all persons, including WHL, in relation to the operation of Chapter 6 of the Corporations Act. WHL may rely on this “Class Order” relief.

In addition, WHL has applied to ASX for a waiver of the ASX Listing Rules in order to have shares and options on issue with an exercise price of below \$0.20 at the time of WHL being readmitted to trading on ASX (refer to Section 3.16 for further details).

10. **DIRECTORS AUTHORISATION**

This Bidder's Statement is dated 8 November 2016 and was approved pursuant to a unanimous resolution passed at a meeting of the Directors.

A handwritten signature in black ink, consisting of stylized initials followed by a horizontal line and a small flourish.

Signed for and on behalf of
WHL Energy Limited
Neville Bassett
Non-Executive Director

11. DEFINITIONS AND INTERPRETATION

11.1 Definitions

In this Bidder's Statement (including its annexures), unless the context otherwise requires:

\$ or **Dollar** means Australian dollars.

Acceptance Form means the form of acceptance for the Offer accompanying this Bidder's Statement or alternatively any acceptance form sent to a Quantify Ordinary Shareholder or Quantify Ordinary Optionholder by WHL's share registry in relation to the Offer, as the context requires.

Adviser Options means the 8,747,626 Options to be issued to corporate advisors of Quantify on the terms set out in Schedule 7 of the Notice of Meeting.

ASIC means the Australian Securities and Investments Commission.

Associate has the meaning given in Chapter 6 of the Corporations Act.

ASX Listing Rules means the official listing rules of ASX, as amended from time to time.

ASX means ASX Limited (ACN 008 624 691) or the Australian Securities Exchange (as the context requires).

ASX Settlement Corporation means ASX Settlement Pty Ltd (ACN 008 504 532).

ASX Settlement Operating Rules means the operating rules of the ASX Settlement Facility (as defined in Rule 1.1.1 and Rule 1.1.2 of the ASX Settlement Operating Rules) in accordance with Rule 1.2 which govern, inter alia, the administration of the CHESS subregisters.

Austral means Austral Exploration Pty Ltd (ACN 607 482 897).

Bid Period has the meaning given to that term in the Corporations Act.

Bidder's Statement means this document including the Annexures.

Board or **WHL Board** means the board of directors of WHL.

Broker Options means the 5,000,000 Options to be issued to brokers as part consideration for services in relation to the Capital Raising on the same terms and conditions as the WHL Bid Options.

Business Day means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in Western Australia.

Capital Raising means the issue of up to 83,333,333 Shares (on a post Consolidation basis) at an issue price of \$0.06 per Share to raise up to \$5,000,000 and a minimum of \$3,500,000.

CGT means capital gains tax as defined in the *Income Tax Assessment Act 1997* (Cth).

CHESS Holding means a holding that is sponsored by CHESS.

CHESS means Clearing House Electronic Subregister System as defined in Rule 2.3.1 of the ASX Settlement Operating Rules.

Committed Orders means any of the following in respect of Quantify hardware, software or services:

- (a) the price specified in firm, legally binding purchase orders for supply of Quantify hardware, software or services;
- (b) the anticipated total price (determined by the Company acting reasonably) for Quantify hardware, software or services to be supplied to a construction project where:
 - (i) Quantify has entered into a binding contract for the supply of Quantify hardware, software or services to that project; and
 - (ii) the project has funding in place to enable completion; and
 - (iii) the value of Quantify hardware, software or services to be supplied can be estimated with a high degree of certainty; and
- (c) the revenue anticipated (determined by the Company acting reasonably) in the first three years from any licensing or services agreement relating to Quantify Intellectual Property that Quantify has entered into, where the agreement is unconditional and the licensee has binding obligations with third parties to use the Quantify services or install products which utilise the Quantify Intellectual Property.

Company or **WHL** means WHL Energy Limited (to be renamed "Quantify Technology Holdings Limited") (ACN 113 326 524) or the Merged Group as the context requires.

Conditions means the conditions to the Share Takeover Offer Set out in Section 1.8 of Annexure A and/or the conditions to the Option Takeover Offer set out in Section 2.8 of Annexure A (as applicable).

Consolidation means the consolidation of the capital of WHL on a 1:83 basis, for which Shareholder approval is being sought at the WHL Shareholder Meeting.

Constitution means the constitution of WHL.

Control has the meaning given in the Corporations Act.

Convertible Loan Holders means holders of the Convertible Loans.

Convertible Loan or **Quantify Convertible Loan** means the convertible loan agreements entered into by Quantify and unrelated third parties.

Copper Coast means Copper Coast Investments Pty Ltd (ACN 166 860 724) as trustee for the Wallaroo Shores Unit Trust.

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

Director or **WHL Director** means a director of WHL as at the date of this Bidder's Statement.

Disposal has the meaning given in Section 3.3.

Effective Date means the date on which the Merger is completed, being 5 Business Days after all Share Offer Conditions and Option Offer Conditions are satisfied or waived and the Takeover Offers have closed, or such other date as agreed by the parties.

Encumbrance means any mortgage, fixed or floating charge, pledge, lien, option, right to acquire a security or to restrain someone from acquiring a security (including under a right of pre-emption or right of first refusal), assignment by way of security, trust arrangement for the purpose of providing security, retention arrangement or other security interest of any kind (including a “security interest” as defined under the *Personal Property Securities Act 2009* (Cth)), and any agreement to create any of the foregoing or allow any of the foregoing to exist.

EOP Option means an Option to be issued to Quantify EOP Optionholders in accordance with the EOP Option Offer.

EOP Option Offer means the offer by WHL by way of private treaty to purchase the Quantify EOP Options in consideration for the grant of up to 6,910,543 EOP Options.

Essential Bid Condition means the conditions set out in Sections 1.8(a) - (d) of Annexure A.

Essential Resolutions has the meaning given in Section 3.15.

Intellectual Property or **Quantify Intellectual Property** means all patents, trademarks, confidential information, copyright in software and additional intellectual property held by Quantify and includes the intellectual property interest set out in Annexure C of this Bidder’s Statement.

Major Shareholder means Lapins Holdings Pty Ltd (ACN 067 117 506) as trustee for the Lapins Family Account, a major shareholder of Quantify.

Meeting or WHL Shareholder Meeting means the meeting convened by the Notice.

Merged Group means WHL and its subsidiaries after successful completion of the Takeover Offers, including without limitation Quantify.

Merger means WHL’s acquisition of 100% of the share capital in Quantify by means of the Takeover Offers and entry into private agreements.

MIA means the agreement between WHL and Quantify dated 12 September 2016 in respect to the Merger.

Milestone means a milestone attaching to a Performance Share, detailed in Section 3.20.

Minimum Acceptance Condition means the condition to the Share Takeover Offer set out in Section 1.8(b) of Annexure A.

Mintaka means Mintaka Nominees Pty Ltd (ACN 614 138 500).

Notice or Notice of Meeting means the notice of meeting for the WHL Shareholder Meeting, as required under the ASX Listing Rules and the Corporations Act.

Offer Consideration means, 1.0189 WHL Shares and 0.4891 WHL Performance Shares for every 1 Quantify Ordinary Share held by Quantify Ordinary Shareholders

on a post-Consolidation basis and 1.0238 WHL Bid Options for every 1 Quantify Ordinary Option held by a Quantify Ordinary Optionholder on a post-Consolidation basis.

Offer has the same meaning as given to the term "Takeover Offers" in this Bidder's Statement.

Offer Period means the period during which the Takeover Offers are open for acceptance.

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

Option Takeover Offer means the off market takeover offer by WHL to acquire all Quantify Ordinary Options in consideration for 1.0238 WHL Bid Options for every 1 Quantify Ordinary Option (on a post-Consolidation basis) and otherwise on the terms and conditions set out in this Bidder's Statement.

Prescribed Occurrence has the meaning given in Section 1.9 paragraph (g) of Annexure A.

Proposed Directors means the nominees of Quantify to be appointed to the WHL Board pursuant to the terms of the MIA, being Mark Lapin, Aidan Montague and Alex Paior.

Prospectus means the prospectus prepared by WHL in accordance with Chapter 6D of the Corporations Act, pursuant to which the Prospectus Offer will be made, to be dated on or about 23 November 2016.

Prospectus Offer means an offer by WHL of WHL Shares at an issue price of no less than \$0.06 per WHL Share (on a post-Consolidation basis), made pursuant to the Prospectus to raise at least \$3.5 million and up to \$5 million.

Prospectus Offer Condition means the condition to the Share Takeover Offer set out in Section 1.8(c) of Annexure A to this Bidder's Statement.

Quantify means Quantify Technology Ltd (ACN 160 392 898).

Quantify Board means the board of directors of Quantify as at the date of this Bidder's Statement.

Quantify Business has the meaning given in Section 4.2.

Quantify C Class Shareholder Offer means the offer by WHL to issue up to 11,826,787 Shares to Quantify Class C Shareholders in consideration for the acquisition of their Quantify Shares (Class C) on a pro rata basis on completion of the Merger.

Quantify Class C Shareholders means holders of Quantify Shares (Class C).

Quantify EOP means Quantify's existing employee option plan.

Quantify EOP Options means an option to acquire a Quantify Share issued under the Quantify EOP.

Quantify ESS means Quantify's existing employee share plan.

Quantify ESS Share means a Quantify Ordinary Share issued under the Quantify ESS.

Quantify Group means Quantify and its Subsidiaries.

Quantify Option means a Quantify Ordinary Option or a Quantify EOP Option (as applicable).

Quantify Ordinary Option means Quantify's main class of options to acquire Quantify Ordinary Shares exercisable at \$0.075 each and expiring 31 May 2017 which for the avoidance of doubt, does not include Quantify EOP Options.

Quantify Ordinary Optionholder means a holder of a Quantify Ordinary Option.

Quantify Ordinary Share means a fully paid ordinary share in the capital of Quantify.

Quantify Ordinary Shareholders means all persons who hold Quantify Ordinary Shares.

Quantify Performance Shares means the 1000 Class A performance shares and 1000 Class B performance shares on issue in Quantify.

Quantify Securities means an issued security in Quantify.

Quantify Shares (Class C) means Quantify class c shares on issue in Quantify.

Readmission Condition means the condition to the Share Takeover Offer set out in Section 1.8(d) of Annexure A to this Bidder's Statement.

Record Date means the date set by WHL under Section 633(2) of the Corporations Act, being 5:00pm (WST) on 8 November 2016.

Relevant Interest has the meaning given in Sections 608 and 609 of the Corporations Act.

Section means a section of this Bidder's Statement.

Securities or **WHL Securities** means securities in the capital of the Company and includes Shares, Options, WHL Performance Shares and WHL Founder Performance Shares.

Share Takeover Offer means the off market takeover offer by WHL to acquire all Quantify Ordinary Shares in consideration for 1.0189 WHL Shares and 0.4891 WHL Performance Shares for every 1 Quantify Ordinary Share (on a post-Consolidation basis) and otherwise on the terms and conditions set out in this Bidder's Statement.

Subsidiary means a subsidiary within the meaning given to that term in Section 9 of the Corporations Act.

Takeover Offers or **Offers** means the Share Takeover Offer and Option Takeover Offer.

Target's Statement means the target's statement prepared by Quantify in respect of the Takeover Offers.

VWAP means, in respect of a class of shares, the volume weighted average price of that class of shares on the ASX during a prescribed number of trading days.

WHL Bid Option means the Options to be issued to Quantify Ordinary Optionholders under the Option Takeover Offer in consideration for the acquisition of all Quantify Ordinary Options by WHL, which are on the terms and conditions set out in Section 3.21.

WHL EOP means the employee incentive scheme titled Employee Option Plan the terms of which are summarised in Schedule 3 of the Notice of Meeting.

WHL EOP Options Offer means the offer by WHL by way of private treaty to purchase Quantify EOP Options in consideration for the grant of WHL EOP Options.

WHL ESS means the employee incentive scheme titled Employee Share Plan the terms of which are summarised in Schedule 5 of the Notice of Meeting.

WHL Founder Performance Share means the performance shares in the capital of the Company offered as consideration for the acquisition of the Quantify Performance Shares.

WHL Group means WHL and its Subsidiaries.

WHL Option or Option means an option to acquire a WHL Share.

WHL Performance Right means a performance right in the capital of WHL issued under the Performance Rights Plan on the terms and conditions set out in section 20 of the Explanatory Statement in the Notice of Meeting.

WHL Performance Share means a performance share in WHL on the terms and conditions set out in Section 3.20.

WHL Share or Share means a fully paid ordinary share in the capital of WHL.

WHL Shareholder Approval Condition means the condition to the Share Takeover Offer set out in Section 1.8(a) of Annexure A to this Bidder's Statement.

WHL Shareholder Meeting means a meeting of WHL Shareholders to be held 30 November 2016 to consider and (if thought fit) approve, among other things, the Essential Resolutions.

WHL Shareholder or Shareholder means a holder of a WHL Share.

WST means Western Standard Time as observed in Perth, Western Australia.

Your Options or Your Quantify Ordinary Options means, in respect of a Quantify Ordinary Optionholder, all of their Quantify Ordinary Options.

Your Shares or Your Quantify Ordinary Shares means, in respect of a Quantify Ordinary Shareholder, all of their Quantify Ordinary Shares.

11.2 Interpretation

The following rules of interpretation apply unless intention appears or the context requires otherwise:

- (a) a reference to a time is a reference to Perth (Western Australian) time, unless otherwise stated;
- (b) headings are for convenience only and do not affect interpretation;

- (c) the singular includes the plural and conversely;
- (d) a reference to a Section is to a section of this Bidder's Statement;
- (e) a gender includes all genders;
- (f) where a word or phrase is defined, the other grammatical forms have a corresponding meaning;
- (g) \$, or cents is a reference to the lawful currency in Australia, unless otherwise stated;
- (h) a reference to a person includes a body corporate, an unincorporated body or other entity and conversely;
- (i) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (j) a reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it;
- (k) a reference to any instrument or document includes any variation or replacement of it;
- (l) a term not specifically defined in this Bidder's Statement has the meaning given to it (if any) in the Corporations Act;
- (m) a reference to a right or obligation of any two or more persons confers that right, or imposes that obligation, as the case may be, jointly and individually;
- (n) a reference to you is to a person to whom the Takeover Offers are made; and
- (o) the words 'include', 'including', 'for example' or 'such as' are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

ANNEXURE A – TERMS OF TAKEOVER OFFERS

1. Terms of the Share Takeover Offer

1.1 General Terms

- (a) WHL offers to acquire all of Your Shares (including all Rights attached to them) on the following terms and conditions set out in this Share Takeover Offer.
- (b) The Offer Consideration being offered by WHL for the acquisition of all of Your Shares is 1.0189 WHL Shares and 0.4891 WHL Performance Shares for every 1 Quantify Ordinary Share (on a post Consolidation basis) you own, subject to the terms and conditions set out in this Share Takeover Offer.
- (c) If you become entitled to a fraction of a WHL Share or WHL Performance Share under the Share Takeover Offer, the number of WHL Shares or WHL Performance Shares will be rounded up to the nearest whole WHL Share or Performance Share.
- (d) The WHL Shares to be issued pursuant to this Share Takeover Offer (and upon conversion of the WHL Performance Shares) will be fully paid and, from their date of issue, rank equally in all respects with existing WHL Shares currently on issue.
- (e) The rights and obligations of the WHL Shares and WHL Performance Shares to be issued under the Share Takeover Offer are summarised in Sections 3.19 and 3.20 of the Bidder's Statement respectively.

1.2 Offer Period

- (a) Unless withdrawn, this Share Takeover Offer will remain open for acceptance during the period commencing on the date of this Share Takeover Offer and ending at 5:00 pm (Perth Time) on the later of:
 - (i) 31 January 2017; or
 - (ii) any date to which the Offer Period is extended, in accordance with the Corporations Act.
- (b) WHL reserves the right, exercisable in its sole discretion, to extend the Offer Period in accordance with the Corporations Act.
- (c) If, within the last 7 days of the Offer Period, either of the following events occurs:
 - (i) the Share Takeover Offer is varied to improve the consideration offered; or
 - (ii) WHL's voting power in Quantify increases to more than 50%,then the Offer Period will automatically be extended so that it ends 14 days after the relevant events in accordance with Section 624(2) of the Corporations Act.

1.3 Who May Accept

- (a) A Share Takeover Offer on the terms and conditions set out in this Annexure A and bearing the same date is being made to each person registered as a holder of Quantify Ordinary Shares on Quantify's register of members at 5:00pm (Perth Time) on the Record Date.
- (b) The Offer applies in respect of all Quantify Ordinary Shares:
 - (i) on issue as at the Record Date; or
 - (ii) that are issued after the Record Date and before the end of the Offer Period, as a result of conversion of, or the exercise of a right attaching to, any securities that existed as at the Record Date.
- (c) The Offer also extends to each person who becomes registered as the holder of Your Shares during the Offer Period.
- (d) A person who:
 - (i) is able, during the Offer Period, to give good title to a parcel of Quantify Ordinary Shares; and
 - (ii) has not already accepted this Share Takeover Offer in relation to those Quantify Ordinary Shares,may accept as if an Offer from WHL on terms identical with this Share Takeover Offer had been made to that person in relation to those Quantify Ordinary Shares.
- (e) If, at the time the Share Takeover Offer is made to you, or at any time during the Offer Period, another person is registered as the holder of some or all of Your Shares, then:
 - (i) a corresponding offer on the same terms and conditions as this Share Takeover Offer will be deemed to have been made to that other person in respect of those Quantify Ordinary Shares;
 - (ii) a corresponding offer on the same terms and conditions as this Share Takeover Offer will be deemed to have been made to you in respect of any other Quantify shares you hold to which the Share Takeover Offer relates; and
 - (iii) this Share Takeover Offer will be deemed to have been withdrawn immediately at that time.
- (f) If at any time during the Offer Period you are registered as the holder of one or more parcels of Quantify Ordinary Shares as trustee or nominee for, or otherwise on account of, another person, you may accept as if a separate and distinct offer on the same terms and conditions as this Share Takeover Offer has been made in relation to each of those parcels and any parcel you hold in your own right. To validly accept the Share Takeover Offer for each distinct parcel, you must comply with the procedure in Section 653B(3) of the Corporations Act and provide WHL with a notice stating the following:

- (i) either that the parcel is held in your own right or, if the parcel is held for a beneficiary, the name and address of each beneficiary;
- (ii) if the parcel is held in your own right, the date of the transaction through which you acquired a legal interest in the parcel; and
- (iii) if the parcel is held for one or more beneficiaries, the date on which each beneficiary acquired a beneficial interest in that parcel (or, if unknown, the date that the beneficiary is reasonably believed to have acquired a beneficial interest in that parcel).

If, for the purposes of complying with that procedure, you require additional copies of this Bidder's Statement and/or the Acceptance Form, please call WHL's Company Secretary on +61 8 6500 0271 to request those additional copies.

- (g) This Share Takeover Offer is not registered in any jurisdiction outside Australia (unless an applicable foreign law treats it as registered as a result of the Bidder's Statement being lodged with ASIC). It is your sole responsibility to satisfy yourself that you are permitted by any foreign law applicable to you to accept this Share Takeover Offer and to comply with any other necessary formality and to obtain any necessary governmental or other consents.
- (h) If Your Shares are registered in the name of a broker, investment dealer, bank, trust company or other nominee you should contact that nominee for assistance in accepting this Share Takeover Offer.

1.4 How to Accept this Share Takeover Offer

- (a) You may only accept this Share Takeover Offer in respect of all (and not a lesser number) of Your Shares. For example, if you have 10,000 Quantify Ordinary Shares and you wish to accept the Share Takeover Offer, you may only accept this Share Takeover Offer in respect of 10,000 Quantify Ordinary Shares.
- (b) You may accept this Share Takeover Offer at any time during the Share Takeover Offer Period.
- (c) To accept this Share Takeover Offer for Quantify Ordinary Shares held in your name, you must:
 - (i) complete and sign the Acceptance Form in accordance with the terms of this Share Takeover Offer and the instructions on the Acceptance Form; and
 - (ii) ensure that the Acceptance Form (including any documents required by the terms of this Share Takeover Offer and the instructions on the Acceptance Form) is received before the end of the Offer Period, at the address shown on the Acceptance Form.
- (d) Acceptance Form and other documents:
 - (i) The Acceptance Form forms part of the Share Takeover Offer. The requirements on the Acceptance Form must be observed in accepting the Share Takeover Offer.

- (ii) For your acceptance of this Offer to be valid, you must ensure that your Acceptance Form (including any documents required by the terms of this Share Takeover Offer and the instructions on the Acceptance Form) are posted or delivered in sufficient time for it to be received by WHL at the address shown on the Acceptance Form before the end of the Offer Period.
- (iii) The postage and transmission of the Acceptance Form and other documents is at your own risk.
- (iv) When accepting the Share Takeover Offer, you must also forward for inspection:
 - (A) if the Acceptance Form is executed by an attorney, a certified copy of the power of attorney; and
 - (B) if the Acceptance Form is executed by the executor of a will or the administrator of the estate of a deceased Quantify Ordinary Shareholder, the relevant grant of probate or letters of administration.

1.5 Validity of Acceptances

- (a) Subject to the remainder of this Section 1.5 of this Annexure A, your acceptance of the Share Takeover Offer will not be valid unless it is made in accordance with the procedures set out in Section 1.4 of this Annexure A.
- (b) WHL may, in its sole discretion, at any time deem any Acceptance Form it receives to be a valid acceptance in respect of Your Shares even if a requirement for acceptance has not been complied with.
- (c) WHL may at any time in its sole discretion:
 - (i) treat the receipt by it of an Acceptance Form during the Offer Period (or in an envelope post-marked before the expiry of the Offer Period) as a valid acceptance notwithstanding that one or more of the other requirements for a valid acceptance have not been complied with and without further communication to you; and
 - (ii) where you have satisfied the requirements for acceptance in respect of only some of Your Quantify Ordinary Shares, treat the acceptance as a valid acceptance in respect of all of Your Quantify Ordinary Shares.
- (d) In respect of any part of an acceptance treated by it as valid, WHL will provide you with the relevant consideration in accordance with Section 1.7 of this Annexure A, and the exercise of WHL's rights under this Section 1.5 of this Annexure A will be conclusive and only evidenced by its so doing. Subject to the requirements of the Corporations Act, the payment of consideration in accordance with the Share Takeover Offer may be delayed until any irregularity has been resolved or waived and any other documents required to procure registration have been received by WHL.
- (e) This Section is not a condition of this Share Takeover Offer.

1.6 The Effect of Acceptance

- (a) Once you have accepted this Share Takeover Offer, you will be unable to revoke your acceptance and the contract resulting from your acceptance will be binding on you. In addition, you will be unable to withdraw your acceptance of the Share Takeover Offer or otherwise dispose of Your Shares, except as follows:
 - (i) if, by the time specified in Section 1.6(b) of this Annexure A, the conditions in Section 1.8(g) of this Annexure A have not all been fulfilled or waived (in which case the Share Takeover Offer will lapse and any contract resulting from an acceptance of the Offer will be void); or
 - (ii) if the Share Takeover Offer is varied in accordance with the Corporations Act in a way that postpones for more than one month the time when WHL has to meet its obligations under the Share Takeover Offer, and, at the time, the Share Takeover Offer is subject to one or more of the conditions in Section 1.8 of this Annexure A, you may be able to withdraw your acceptance in accordance with Section 650E of the Corporations Act.
- (b) The relevant time for the purposes of Section 1.6(a) is:
 - (i) in the case of the Condition referred to in Section 1.8 (but only to the extent the Conditions is the same as the conditions set out in Section 652C(1) or (2) of the Corporations Act), the third Business Day after the end of the Offer Period; and
 - (ii) in any other case, the end of the Offer Period.
- (c) By following the procedures described in Section 1.4 of this Annexure A, you will be deemed to have:
 - (i) accepted this Share Takeover Offer (and any variation to it) in respect of all of Your Quantify Ordinary Shares, regardless of the number of Quantify Ordinary Shares specified in the Acceptance Form;
 - (ii) agreed to the terms of the Share Takeover Offer and, subject to the conditions contained in Section 1.8 of this Annexure A being fulfilled or waived, agreed to transfer to WHL all of Your Quantify Ordinary Shares (including all of the Rights attached to those Quantify Ordinary Shares);
 - (iii) authorised WHL to complete the Acceptance Form by correcting any errors in or omissions from the Acceptance Form as may be necessary:
 - (A) to make the Acceptance Form an effective acceptance of this Share Takeover Offer; and/or
 - (B) to enable registration of the transfer to WHL of Your Quantify Ordinary Shares;
 - (iv) irrevocably authorised and directed Quantify to pay to WHL or to account to WHL for all dividends and other distributions and entitlements which are declared, paid or which arise or accrue

after the date of this Share Takeover Offer in respect of Your Quantify Ordinary Shares (subject to WHL accounting to you for any dividends, distributions or entitlements received by it if your acceptance of this Share Takeover Offer is validly withdrawn pursuant to Section 650E of the Corporations Act or the contract resulting from that acceptance becomes void);

- (v) represented and warranted to WHL that:
 - (A) WHL will acquire good title to and beneficial ownership of all of Your Quantify Ordinary Shares free from all Encumbrances (whether legal or equitable) and other third party interests of any kind;
 - (B) you have paid Quantify all amounts which are due in respect of Your Quantify Ordinary Shares;
 - (C) all of Your Quantify Ordinary Shares are fully paid; and
 - (D) you have full power and capacity to accept the Share Takeover Offer and to sell and transfer the legal and beneficial ownership of Your Quantify Ordinary Shares (including all Rights attached to them) to WHL;
- (vi) agreed to accept the WHL Shares and WHL Performance Shares to which you become entitled by accepting this Share Takeover Offer subject to the Constitution and the terms of issue of the WHL Shares and WHL Performance Shares and to have authorised WHL to place your name on its register of shareholders as the holder of the WHL Shares and WHL Performance Shares issued to you under the Share Takeover Offer;
- (vii) represented and warranted to WHL that the making by WHL to you, and your acceptance, of this Share Takeover Offer is lawful under any foreign law which applies to you, to the making of this Share Takeover Offer, and to your acceptance of this Share Takeover Offer;
- (viii) with effect from the later of acceptance of the Share Takeover Offer and the date that any contract resulting from that acceptance becomes or is declared unconditional, appointed (and agreed not to revoke that appointment) WHL and each of its directors, secretaries and other officers from time to time severally as your agent and true and lawful attorney, with power to do all things which you could lawfully do concerning Your Quantify Ordinary Shares or in exercise of any right or power derived from the holding of Your Quantify Ordinary Shares including, without limitation:
 - (A) attend and vote in respect of Your Quantify Ordinary Shares at any and all meetings of the members of Quantify;
 - (B) requisition or join with other holders of Quantify Ordinary Shares in requisitioning and/or convening a meeting of the members of Quantify;

- (C) demand a poll for any vote to be taken at any meeting of the members of Quantify;
- (D) propose or second any resolutions to be considered at any, and all meetings of Quantify Ordinary Shareholders;
- (E) execute all forms, transfers, assignments, notices, instruments (including instruments appointing a director of WHL as a proxy in respect of all or any of Your Quantify Ordinary Shares and a transfer form for Your Quantify Ordinary Shares), proxies, consents, agreements and resolutions relating to Your Quantify Ordinary Shares;
- (F) request Quantify to register in the name of WHL (or its nominee) all of Your Quantify Ordinary Shares; and
- (G) do all things incidental or ancillary to the foregoing,

and to have agreed that in exercising the powers conferred by that power of attorney, the attorney shall be entitled to act in the interests of WHL as the beneficial owner and intended registered holder of Your Quantify Ordinary Shares and to have further agreed to do all such acts, matters and things that WHL may require to give effect to the matters the subject of this paragraph (including the execution of a written form of proxy to the same effect as this paragraph which complies in all respects with the requirements of the constitution of Quantify) if requested by WHL. This appointment is irrevocable and terminates upon the earlier of registration of a transfer to WHL of Your Quantify Ordinary Shares, withdrawal of your acceptance of the Offer in accordance with section 650E of the Corporations Act and withdrawal of this Share Takeover Offer by WHL in accordance with section 652A of the Corporations Act;

- (ix) with effect from the later of acceptance of the Share Takeover Offer and the date that any contract resulting from that acceptance becomes, or is declared unconditional, agreed not to vote in person at any general meeting of Quantify or to exercise (or purport to exercise) in person, by proxy or otherwise, any of the powers conferred on WHL and the directors, secretaries and other officers of WHL by Section 1.6(c)(viii) of this Annexure A;
- (x) irrevocably authorised WHL to notify Quantify on your behalf that your place of address for the purposes of serving notices in respect of Your Quantify Ordinary Shares is the address specified by WHL in the notification;
- (xi) represented and warranted to WHL that, unless you have notified WHL in accordance with Section 1.3(f) of this Annexure A, Your Quantify Ordinary Shares do not consist of one or more separate parcels of Quantify Ordinary Shares; and
- (xii) agreed, subject to the conditions of this Share Takeover Offer in Section 1.8 of this Annexure A being fulfilled or freed, to execute all such documents, transfers and assurances, and do all such acts, matters and things that WHL may consider necessary or

desirable to transfer and convey Your Quantify Ordinary Shares (including all Rights attaching to them) to WHL.

- (d) The representations, warranties, undertakings and authorities referred to in this Section 1.6 of this Annexure A will (unless otherwise stated) remain in force after you receive the consideration for Your Quantify Ordinary Shares and after WHL becomes the register as the holder of Your Quantify Ordinary Shares.

1.7 Payment of Consideration

- (a) Subject to the terms of this Share Takeover Offer and the Corporations Act, WHL will provide the consideration for Your Shares on or before the earlier of:
 - (i) one month after the date of your acceptance or, if this Share Takeover Offer is subject to a defeating condition when you accept this Share Takeover Offer, within one month after this Share Takeover Offer becomes unconditional; and
 - (ii) 21 days after the end of the Offer Period.
- (b) Under no circumstances will interest be paid on the consideration to which you are entitled under the Share Takeover Offer, regardless of any delay in providing the consideration or any extension of the Share Takeover Offer.
- (c) Where the Acceptance Form requires an additional document to be given with your acceptance (such as a power of attorney):
 - (i) if that document is given with or at the same time as your acceptance, WHL will provide the consideration in accordance with Section 1.7(a) of this Annexure A;
 - (ii) if that document is given after acceptance and before the end of the Offer Period while this Share Takeover Offer is subject to a defeating condition, WHL will provide the consideration by the end of whichever of the following periods ends earlier:
 - (A) within one month after this Share Takeover Offer becomes unconditional; or
 - (B) 21 days after the end of the Offer Period;
 - (iii) if that document is given after acceptance and before the end of the Offer Period while this Share Takeover Offer is not subject to a defeating condition, WHL will provide the consideration due to you on or before the earlier of:
 - (A) one month after that document is given to WHL; and
 - (B) 21 days after the end of the Offer Period; and
 - (iv) if that document is given after acceptance and after the end of the Offer Period, and the Share Takeover Offer is not subject to a defeating condition, WHL will provide the consideration within 21 days after that document is given to WHL. However, if at the time the document is given, the Share Takeover Offer is still

subject to a defeating condition that relates only to the happening of an event or circumstances referred to in Section 652C(1) or (2) of the Corporations Act, WHL will provide the consideration for you within 21 days after the Share Takeover Offer becomes unconditional.

- (d) Subject to Section 1.8 of this Annexure A, the obligation of WHL to allot and issue any WHL Shares and WHL Performance Shares to which you are entitled as a result of your acceptance of this Share Takeover Offer will be satisfied by:
- (i) entering your name on the register of members of WHL; and
 - (ii) dispatching or procuring the dispatch to you by pre-paid post to your last recorded address on Quantify's register of members (or as stated in your Acceptance Form, if different), a confirmation of the issue of WHL Shares and WHL Performance Shares in your name. If Your Shares are held in a joint name, an uncertificated holding statement will be issued in the name of the first person that appears on Quantify's register of members, and forwarded to your last recorded address on Quantify's register of members (or as stated in your Acceptance Form, if different).
- (e) If, at the time you accept the Share Takeover Offer, any of the following:
- (i) Autonomous Sanctions Regulations 2011 (Cth);
 - (ii) Charter of the United Nations (Dealing with Assets) Regulations 2008 (Cth);
 - (iii) Charter of the United Nations (Sanctions – Al-Qaida) Regulations 2008 (Cth);
 - (iv) Charter of the United Nations (Sanctions - Iraq) Regulations 2008 (Cth); or
 - (v) any other law of Australia,

require that an authority, clearance or approval of the Reserve Bank of Australia, the Australian Taxation Office or any other government authority be obtained before you receive any consideration for Your Shares, or would make it unlawful for WHL to provide any consideration to you for Your Shares, you will not be entitled to receive any consideration for Your Shares until all requisite authorities, clearances or approvals have been received by WHL.

1.8 Conditions of this Share Takeover Offer

The Share Takeover Offer, and any contract resulting from the acceptance of the Share Takeover Offer, are subject to the following conditions:

(a) Approval of Essential WHL Shareholder Resolutions

WHL Shareholders approve the Essential Resolutions, in accordance with the Corporations Act and ASX Listing Rules.

(b) **Minimum Acceptance Condition**

WHL acquires a Relevant Interest in more than 90% (by number) of all of Quantify Ordinary Shares on issue.

(c) **Prospectus Offer Condition**

WHL receives or becomes entitled to receive, in immediately available funds, gross proceeds of no less than \$3.5 million as a result of subscriptions made under the Capital Raising.

(d) **ASX conditional consent to re-admission**

WHL receives from ASX written confirmation that ASX will re-admit WHL to the Official List and terminate the suspension from official quotation of WHL Shares, subject to the satisfaction of such terms and conditions (if any) as are prescribed by ASX or the ASX Listing Rules.

(e) **Other Quantify Securities**

By the end of the Offer Period:

- (i) all Quantify Ordinary Options become subject to the Option Takeover Offer;
- (ii) all Quantify EOP Options become subject to the WHL EOP Option Offer;
- (iii) the Quantify Class C Shareholders enter into private agreements with WHL under which the Quantify Class C Shareholders will be issued, on the Effective Date, 11,826,788 Shares in consideration for the transfer to WHL of all 11,607,480 Quantify Class C Shares;
- (iv) the Major Shareholder enters into a private agreement with WHL under which the Major Shareholder will be granted, on the Effective Date, 30,000,000 WHL Founder Performance Shares in consideration for the transfer to WHL of all 2,000 Quantify Performance Shares; and
- (v) Quantify has no more than 245,364,169 Quantify Ordinary Shares on issue.

(f) **No Quantify Material Adverse Change**

During the period from the Announcement Date to the end of the Offer Period (inclusive), no Quantify Material Adverse Change occurs, is announced or becomes known to WHL (whether or not it becomes public).

(g) **No Quantify Prescribed Occurrence**

During the period from the Announcement Date to the end of the Offer Period (inclusive), none of the following events occur (**Prescribed Occurrence**):

- (i) (**Conversion**): Quantify converts all or any of its shares into a larger or smaller number of shares;

- (ii) **(Reduction of share capital):** Quantify resolves to reduce its share capital in any way or reclassifies, combines, splits or redeems or repurchases directly or indirectly any of its shares;
- (iii) **(Buy-back):** Quantify:
 - (A) enters into a buy-back agreement; or
 - (B) resolves to approve the terms of a buy-back agreement under the Corporations Act;
- (iv) **(Distribution):** Quantify makes or declares, or announces an intention to make or declare, any distribution (whether by way of dividend, capital reduction or otherwise and whether in cash or in specie);
- (v) **(Issuing or granting shares or options):** Quantify:
 - (A) issues shares;
 - (B) grants an option over its shares; or
 - (C) agrees to make such an issue or grant such an option, other than the issue of Quantify Shares (Class C) as contemplated by the MIA, and any agreement to enter into Quantify Convertible Loans;
- (vi) **(Securities or other rights):** Quantify issues or agrees to issue securities or other instruments or rights convertible into Quantify Shares or debt securities other than Quantify Convertible Loans;
- (vii) **(Disposals):** Quantify disposes, or agrees to dispose of the whole or a substantial part of Quantify's business or property;
- (viii) **(Financial Indebtedness):** Quantify incurs any financial indebtedness or issues any debt securities, or guarantees, indemnifies or provides security for the obligations of any person or entity, other than in the ordinary course of business or under Quantify Convertible Loans;
- (ix) **(Acquisitions):** Quantify acquires or agrees to acquire any business, assets, entity or undertaking the value of which exceeds \$1,000,000;
- (x) **(Encumbrances):** other than in the ordinary course of business and consistent with past practice, or to secure a Quantify Convertible Loan provided by WHL, Quantify creates, or agrees to create, any Encumbrance over the whole or a substantial part of its business or property;
- (xi) **(Constitution):** Quantify amends or proposes to amend its constitution; or

- (xii) **(Insolvency):** Quantify becomes Insolvent, but does not include any matter:
 - (A) required or permitted to be done or procured by Quantify under the MIA; or
 - (B) required to be done as a result of a WHL Offer;
 - (C) required to be done by the Quantify Board in order to comply with the fiduciary or statutory duties of its Directors; or
 - (D) directly resulting from any actions taken (or omitted to be taken) following a written request from WHL or with WHL's prior written consent.

(h) **No regulatory intervention**

During the period from the Announcement Date to the end of the Offer Period (inclusive):

- (i) there is not in effect any preliminary or final decision, order or decree issued by an Authority; and
- (ii) no application is made to any Authority (other than by WHL or a subsidiary of WHL), or action or investigation is announced, threatened or commenced by an Authority,

in consequence of, or in connection with, the WHL Share Offer (other than an application to or a determination by ASIC or the Takeovers Panel in the exercise of the powers and discretions conferred by the Corporations Act), which restrains, impedes or prohibits (or if granted could restrain, impede or prohibit), or otherwise materially adversely impacts upon, the making of the WHL Share Offer or any transaction contemplated by the MIA, the WHL Share Offer or the rights of WHL in respect of Quantify or the Quantify Ordinary Shares to be acquired under the WHL Share Offer, or requires the divestiture by WHL or WHL's Shareholders of any Quantify Ordinary Shares or the divestiture of any assets of Quantify, WHL or otherwise.

1.9 Freeing the Share Takeover Offer of Conditions

- (a) Subject to paragraph (b) below, WHL may free this Share Takeover Offer, and any contract resulting from its acceptance, from all or any of the conditions in Section 1.8 of this Annexure A by giving notice to Quantify declaring the Share Takeover Offer to be free from the relevant conditions specified in accordance with Section 650F of the Corporations Act. This notice may be given not less than 7 days before the end of the Offer Period.
- (b) WHL may only waive the Minimum Acceptance Condition, Prospectus Offer Condition, WHL Shareholder Approval Condition or Readmission Condition with the prior written consent of Quantify, provided that, in the event that WHL has received acceptances in respect of 80% of the Quantify Ordinary Shares, WHL may waive the Minimum Acceptance Condition without Quantify's consent.

- (c) If, at the end of the Offer Period, any of the conditions in Section 1.8 of this Annexure A has not been fulfilled and WHL has not declared the Share Takeover Offer (or it has not become) free from the relevant condition, all contracts resulting from the acceptance of the Share Takeover Offer will be automatically void.
- (d) Subject to the provisions of the Corporations Act, WHL alone will be entitled to the benefit of the conditions in Section 1.8 of this Annexure A and any breach or non-fulfilment thereof may be relied upon only by WHL.

1.10 Notice of Status of Conditions

The date for giving the notice required by Section 630(1) of the Corporations Act is 24 January 2017, subject to extension in accordance with 630(2) if the Offer Period is extended.

1.11 Quotation

- (a) An application will be made within 7 days after the start of the Bid Period to ASX for the granting of quotation of the WHL Shares to be issued in accordance with the Share Takeover Offer. However, quotation is not granted automatically on application.
- (b) Pursuant to the Corporations Act, this Share Takeover Offer and any contract that results from your acceptance of it is subject to conditions that:
 - (i) application for permission to quotation is made within 7 days after the start of the Bid Period; and
 - (ii) permission for quotation by ASX (as the circumstances require) of the WHL Shares to be issued pursuant to the Share Takeover Offer being granted no later than 7 days after the end of the Bid Period. If this condition is not fulfilled, all contracts resulting from the acceptance of the Share Takeover Offer will be automatically void.

1.12 Withdrawal of Offer

- (a) WHL may withdraw this Share Takeover Offer at any time before you accept it, but only with the consent in writing of ASIC (which consent may be given subject to such conditions, if any, as are imposed by ASIC). If ASIC gives such consent, WHL will give notice of the withdrawal to ASX and to Quantify and comply with any other conditions imposed by ASIC.
- (b) Subject to any conditions imposed by ASIC in its consent, if WHL withdraws the Share Takeover Offer, the Share Takeover Offer, to the extent not previously accepted, automatically becomes incapable of acceptance and any contract resulting from acceptance of the Offer before the withdrawal will be automatically void.

1.13 Variation

WHL may vary this Share Takeover Offer in accordance with the Corporations Act.

1.14 Duty or Other Costs

- (a) All costs and expenses of the preparation, dispatch and circulation of this Share Takeover Offer and any duty payable in respect of the transfers will be paid by WHL.
- (b) As long as Your Quantify Ordinary Shares are registered in your name and you deliver them directly to WHL, you will not incur any brokerage in connection with your acceptance of this Share Takeover Offer.

1.15 Governing Law

This Share Takeover Offer and any contract that results from your acceptance of this Share Takeover Offer is governed by the laws in force in Western Australia.

1.16 Date of Offer

This Share Takeover Offer is dated 11 November 2016.

2. Terms of the Option Takeover Offer

2.1 General Terms

- (a) WHL offers to acquire all of Your Quantify Ordinary Options, together with all rights attached to them, on the following terms and conditions.
- (b) The consideration being offered by WHL for the acquisition of all of your Quantify Ordinary Options is 1.0238 WHL Bid Option for each Quantify Bid Option you own, subject to the terms and conditions set out in this Option Takeover Offer.
- (c) If you become entitled to a fraction of a WHL Bid Option under the Option Takeover Offer, the number of WHL Bid Options will be rounded up to the nearest whole WHL Bid Option.
- (d) The rights and obligations of the WHL Bid Options to be issued under the Option Takeover Offer are summarised in Section 3.21 of the Bidder's Statement.

2.2 Official Quotation

- (a) WHL will apply for official quotation of the WHL Bid Options on ASX within 7 days of the start of the Bid Period. Quotation will not be automatic but will depend on ASX exercising its discretion. WHL cannot guarantee, and does not represent or imply, that the WHL Bid Options will be listed on the ASX following issue.
- (b) Pursuant to the Corporations Act, this Option Takeover Offer and any contract that results from your acceptance of it is subject to conditions that:
 - (i) application for permission to quotation is made within 7 days after the start of the Bid Period; and
 - (ii) permission for quotation by ASX (as the circumstances require) of the WHL Bid Options to be issued pursuant to the Option Takeover Offer being granted no later than 7 days after the end of the Bid Period. If this condition is not fulfilled, all contracts resulting from

the acceptance of the Option Takeover Offer will be automatically void.

2.3 Option Takeover Offer Period

- (a) Unless withdrawn, this Option Takeover Offer will remain open for acceptance during the period commencing on the date of this Option Takeover Offer and ending at 5.00pm (WST) on 31 January 2017, subject to any extension in accordance with the Corporations Act.
- (b) WHL reserves the right, exercisable in its sole discretion, to extend the Offer Period for the Option Takeover Offer in accordance with the Corporations Act.

2.4 Who May Accept

- (a) An Option Takeover Offer in this form and bearing the same date is being made to each person registered as a holder of Quantify Ordinary Options on Quantify's register of members as at 5:00pm (Perth Time) on the Record Date.
- (b) A person who:
 - (i) is able during the Option Takeover Offer Period to give good title to a parcel of Quantify Ordinary Options; and
 - (ii) has not already accepted this Option Takeover Offer which relates to those Quantify Ordinary Options,may accept as if an Option Takeover Offer from WHL on terms identical with this Option Takeover Offer had been made to that person in relation to those Quantify Ordinary Options.
- (c) If, at any time during the Option Takeover Offer Period and before this Option Takeover Offer is accepted, any person holds one or more distinct parcels of Quantify Ordinary Options (for example, as trustee, nominee or otherwise on account of another person) within the meaning of Section 653B of the Corporations Act, then:
 - (i) this Option Takeover Offer is deemed to consist of a separate corresponding Option Takeover Offer to that person in relation to each distinct parcel of Quantify Ordinary Options; and
 - (ii) acceptance by that person of the Option Takeover Offer for any distinct parcel of Quantify Ordinary Options is ineffective unless the person gives written notice to WHL stating that the Quantify Ordinary Options consist of distinct portions and the acceptance specifies the number of the Quantify Ordinary Options in each separate parcel to which the acceptance relates.
- (d) This Option Takeover Offer is not registered in any jurisdiction outside Australia (unless an applicable Foreign Law treats it as registered as a result of this Bidder's Statement being lodged with ASIC). It is your sole responsibility to satisfy yourself that you are permitted by any Foreign Law applicable to you to accept this Option Takeover Offer and to comply with any other necessary formality and to obtain any necessary governmental or other consents.

2.5 How to Accept this Option Takeover Offer

- (a) You may only accept this Option Takeover Offer in respect of 100% (and not a lesser number) of your Quantify Ordinary Options. For example, if you have 10,000 Quantify Ordinary Options and you wish to accept the Option Takeover Offer, you may only accept this Option Takeover Offer in respect of 10,000 Quantify Ordinary Options.
- (b) You may only accept this Option Takeover Offer during the Option Takeover Offer Period.
- (c) You may accept the Option Takeover Offer by:
 - (i) completing and signing the Option Acceptance Form in accordance with the instructions on the Option Acceptance Form; and
 - (ii) ensuring that the Option Acceptance Form together with all other documents required by the instructions on it are received at the following address before the end of the Option Takeover Offer Period:

Mailing Address:

P.O. Box 1042
West Perth
WA 6872

- (d) Once you have accepted this Option Takeover Offer, you will be unable to revoke your acceptance and the contract resulting from your acceptance will be binding on you, subject to Sections 650E and 650G of the Corporations Act.
- (e) WHL may, in its sole discretion, at any time deem any Option Acceptance Form it receives to be a valid acceptance in respect of your Quantify Ordinary Options even if a requirement for acceptance has not been complied with.

2.6 The Effect of Acceptance

- (a) By following the procedures described in Section 2.5 of this Annexure B, you will be deemed to have:
 - (i) accepted this Option Takeover Offer (and any variation to it) in respect of all of the Quantify Ordinary Options registered in your name to which this Option Takeover Offer relates, regardless of the number of Quantify Ordinary Options specified in the Option Acceptance Form;
 - (ii) agreed to the terms of the Option Takeover Offer and, subject to the conditions contained in Section 2.8 of this Annexure A being fulfilled or waived, agreed to transfer (or consented to the transfer in accordance with the ASX Settlement Operating Rules) to WHL all of your Quantify Ordinary Options, including agreeing to vary the terms of your Quantify Ordinary Options to allow for this transfer;

- (iii) authorised WHL to complete the Option Acceptance Form by correcting any errors in or omissions from the Option Acceptance Form as may be necessary:
 - (A) to make the Option Acceptance Form an effective acceptance of this Option Takeover Offer; and/or
 - (B) to enable registration of the transfer to WHL of your Quantify Ordinary Options;
- (iv) represented and warranted to WHL that:
 - (A) WHL will acquire good title to and beneficial ownership of all of your Quantify Ordinary Options free from all mortgages, charges, liens, encumbrances (whether legal or equitable) and other third party interests of any kind;
 - (B) you have paid Quantify all amounts which are due in respect of your Quantify Ordinary Options; and
 - (C) you have full power and capacity to accept the Option Takeover Offer and to sell and transfer the legal and beneficial ownership of your Quantify Ordinary Options (together with all rights attached to them) to WHL;
- (v) represented and warranted to WHL that the making by WHL to you, and your acceptance, of this Option Takeover Offer is lawful under any Foreign Law which applies to you to the making of this Option Takeover Offer, and to your acceptance of this Option Takeover Offer; and
- (vi) with effect from the later of acceptance of the Option Takeover Offer and the date that any contract resulting from that acceptance becomes, or is declared unconditional, appointed (and agreed not to revoke that appointment) WHL and each of its Directors, secretaries and other officers from time to time severally as your agent and true and lawful attorney, with power to do all things which you could lawfully do concerning your Quantify Ordinary Options or in exercise of any right or power derived from the holding of your Quantify Ordinary Options and to have agreed that in exercising the powers conferred by that power of attorney, the attorney shall be entitled to act in the interests of WHL as the beneficial owner and intended registered holder of your Quantify Ordinary Options in respect of which you have accepted this Option Takeover Offer and to have further agreed to do all such acts, matters and things that WHL may require to give effect to the matters the subject of this paragraph (including the execution of a written form of proxy to the same effect as this paragraph which complies in all respects with the requirements of the Constitution of Quantify) if requested by WHL. This appointment is irrevocable and terminates upon registration of a transfer to WHL of your Quantify Ordinary Options.

- (b) The representations, warranties, undertakings and authorities referred to in this Section 2.6 of Annexure A will (unless otherwise stated) remain in

force after you receive the consideration for your Quantify Ordinary Options and after WHL becomes the register as the holder of them.

- (c) WHL may at any time in its absolute discretion:
 - (i) treat the receipt by it of an Option Acceptance Form during the Option Takeover Offer Period (or in an envelope post-marked before the expiry of the Option Takeover Offer Period) as a valid acceptance notwithstanding that one or more of the other requirements for a valid acceptance have not been complied with; and
 - (ii) where you have satisfied the requirements for acceptance in respect of only some of your Quantify Ordinary Options, treat the acceptance as a valid acceptance in respect of all of your Quantify Ordinary Options.

In respect of any part of an acceptance treated by it as valid, WHL will provide you with the relevant consideration in accordance with Section 2.7(a) of this Annexure A, and the exercise of WHL rights under this Section 2.6 of this Annexure A will be conclusively and only evidenced by its so doing. This Section is not a condition of this Option Takeover Offer.

2.7 Provision of Consideration

- (a) Subject to the terms of this Option Takeover Offer and the Corporations Act, WHL will provide the consideration for your Quantify Ordinary Options not later than one month after this Option Takeover Offer is accepted or this Option Takeover Offer (or the contract resulting from its acceptance) becomes unconditional, whichever is the later, but in any event (assuming the Option Takeover Offer becomes or is declared unconditional) not later than 21 days after the end of the Option Takeover Offer Period.
- (b) Under no circumstances will interest be paid on the consideration to which you are entitled to under the Option Takeover Offer, regardless of any delay in providing the consideration or any extension of the Option Takeover Offer.
- (c) Where the Option Acceptance Form requires an additional document to be given with your acceptance (such as a power of attorney):
 - (i) if that document is given with your acceptance, WHL will provide the consideration in accordance with Section 2.7 of this Annexure A;
 - (ii) if that document is given after acceptance and before the end of the Option Takeover Offer Period while this Option Takeover Offer is subject to a defeating condition, WHL will provide the consideration by the end of whichever of the following periods ends earlier:
 - (A) within one month after this Option Takeover Offer becomes unconditional; or
 - (B) 21 days after the end of the Option Takeover Offer Period;

- (iii) if that document is given after acceptance and before the end of the Option Takeover Offer Period while this Option Takeover Offer is not subject to a defeating condition, WHL will provide the consideration by the end of whichever of the following periods ends earlier:
 - (A) one month after that document is given; or
 - (B) 21 days after the end of the Option Takeover Offer Period; and
- (iv) if that document is given after the end of the Option Takeover Offer Period, WHL will provide the consideration within 21 days after that document is given.
- (d) If, at the time you accept the Option Takeover Offer, any of the following:
 - (i) Autonomous Sanctions Regulations 2011 (Cth);
 - (ii) Charter of the United Nations (Dealing with Assets) Regulations 2008 (Cth);
 - (iii) Charter of the United Nations (Sanctions – Al-Qaida) Regulations 2008 (Cth);
 - (iv) Charter of the United Nations (Sanctions - Iraq) Regulations 2008 (Cth); or
 - (v) any other law of Australia,

require that an authority, clearance or approval of the Reserve Bank of Australia, the Australian Taxation Office or any other government authority be obtained before you receive any consideration for Your Quantify Ordinary Options, or would make it unlawful for WHL to provide any consideration to you for Your Quantify Ordinary Options, you will not be entitled to receive any consideration for Your Quantify Ordinary Options until all requisite authorities, clearances or approvals have been received by WHL.

2.8 Defeating Conditions of this Option Takeover Offer

The WHL Option Offer, and any contract resulting from the acceptance of the WHL Option Offer, are subject to the condition that, before the end of the Offer Period, the Share Takeover Offer is, or has been declared, unconditional in all respects.

2.9 Notice of Status of Condition

The date for giving the notice required by Section 630(1) of the Corporations Act is 24 January 2017, subject to extension in accordance with 630(2) if the Option Takeover Offer Period is extended.

2.10 Withdrawal of Option Takeover Offer

- (a) WHL may withdraw this Option Takeover Offer at any time before you accept it, but only with the consent in writing of the ASIC (which consent may be given subject to such conditions, if any, as are imposed by the ASIC).

- (b) Subject to any conditions imposed by ASIC in its consent, if WHL withdraws the Option Takeover Offer, the Option Takeover Offer, to the extent not previously accepted, automatically becomes incapable of acceptance and any contract resulting from acceptance of the Offer before the withdrawal will be automatically void.

2.11 Variation

WHL may vary this Option Takeover Offer in accordance with Section 650D of the Corporations Act.

2.12 Duty or Other Costs

All costs and expenses of the preparation, dispatch and circulation of this Option Takeover Offer and any duty payable in respect of the transfers will be paid by WHL. As long as Your Quantify Ordinary Options are registered in your name and you deliver them directly to WHL, No brokerage is payable by you if you accept this Option Takeover Offer.

2.13 Governing Law

This Option Takeover Offer and any contract that results from your acceptance of this Option Takeover Offer are governed by the laws in force in Western Australia.

2.14 Date of Option Takeover Offer

This Option Takeover Offer is dated 11 November 2016.

ANNEXURE B – WHL'S ASX ANNOUNCEMENTS

The Company has lodged the following announcements with ASX since the date of lodgement of the Company's latest annual financial report and before the lodgement of this Bidder's Statement with the ASIC:

Date	Description of Announcement
03/11/2016	Sale of Exploration Tenement
03/11/2016	Consolidation/Split - WHN
31/10/2016	Notice of Annual General Meeting/Proxy Form
31/10/2016	Quarterly Activities Report
31/10/2016	Quarterly Cashflow Report
03/10/2016	Appendix 4G
03/10/2016	Annual Report

ANNEXURE C – QUANTIFY INTELLECTUAL PROPERTY

The patents and trademarks of Quantify are set out in the tables below.



Schedule 1 – Patents


Application No.	Publication No.	Title	Country	Status	Date Filed
2012903669	-	Device, System and Method for Controlling an Operation	Australia	Provisional	24 August 2012
2013204864	-	Device, System and Method for Controlling an Operation	Australia	Granted	12 April 2013
11201501262R	-	Device, System and Method for Controlling an Operation	Singapore	Granted	11 May 2016
PCT/AU/2013/000924	-	Device, System and Method for Controlling an Operation	WO	National phase entered	20 August 2013
20150032	-	Device, System and Method for Controlling an Operation	Bahrain	Application pending	20 August 2013
BR112015003760-7	-	Device, System and Method for Controlling an Operation	Brazil	Application pending	20 August 2013
2,882,510	-	Device, System and Method for Controlling an Operation	Canada	Application pending	20 August 2013
201380051024.3	-	Device, System and Method for Controlling an Operation	China	Application pending	20 August 2013
284/2015	-	Device, System and Method for Controlling an Operation	Egypt	Application pending	20 August 2013
13831037.0	2888659	Device, System and Method for Controlling an Operation	European Patent Convention	Application pending	20 August 2013
15109258.1	-	Device, System and Method for Controlling an Operation	Hong Kong	Application pending	21 September 2015

Application No.	Publication No.	Title	Country	Status	Date Filed
1367/DELNP/2015	-	Device, System and Method for Controlling an Operation	India	Application pending	20 August 2013
P00201501129	-	Device, System and Method for Controlling an Operation	Indonesia	Application pending	20 August 2013
237343	-	Device, System and Method for Controlling an Operation	Israel	Application pending	20 August 2013
2015-527739	-	Device, System and Method for Controlling an Operation	Japan	Application pending	20 August 2013
PI 2015000444	-	Device, System and Method for Controlling an Operation	Malaysia	Application pending	20 August 2013
MX/A/2015/002434	-	Device, System and Method for Controlling an Operation	Mexico	Application pending	20 August 2013
37864	-	Device, System and Method for Controlling an Operation	Morocco	Application pending	20 August 2013
705286	-	Device, System and Method for Controlling an Operation	New Zealand	Application pending	20 August 2013
OM/P2015/00044	-	Device, System and Method for Controlling an Operation	Oman	Application pending	20 August 2013
1-2015-500380	-	Device, System and Method for Controlling an Operation	Philippines	Application pending	20 August 2013
QA/201502/00058	-	Device, System and Method for Controlling an Operation	Qatar	Application pending	20 August 2013
10-2015-7007052	10-2015-0046211	Device, System and Method for Controlling an Operation	Republic of Korea	Application pending	20 August 2013

Application No.	Publication No.	Title	Country	Status	Date Filed
2015/01208	-	Device, System and Method for Controlling an Operation	South Africa	Application pending	20 August 2013
1501000984	-	Device, System and Method for Controlling an Operation	Thailand	Application pending	20 August 2013
P246/15	-	Device, System and Method for Controlling an Operation	United Arab Emirates	Application pending	20 August 2013
14/423,655	2015-0220337-A1	Device, System and Method for Controlling an Operation	United States of America	Application pending	20 August 2013
1-2015-00980	-	Device, System and Method for Controlling an Operation	Vietnam	Application pending	20 August 2013

Trade Marks - Registered trade marks and applications

Country	Mark	Registration No.	Class(es)
Australia	IQ SWITCH	1488785	9
Australia		1488786	9, 38, 42, 45
Australia	AMBIENT COMPANION	1488787	9, 42, 45
Australia		1488789	9, 38, 42, 45
Australia	AMBIENT IQ	1488790	9, 38, 42, 45
Australia	QUANTIFY	1752488	9, 42
Australia	PLATFORM FOR LIFE	1752489	9, 42

Australia	QUANTIFY TRULY INTELLIGENT BUILDINGS ⁴	1752490	9, 42
Australia		1752491	9, 42
Australia	QUANTIFY ENERGY SAVER HOME LOAN	1772088	36

⁴ An objection has been raised by a party against the registration of one of the Quantify trademarks, "Quantify Truly Intelligent Buildings". Quantify has lodged a notice of intention to defend the objection.