

## Form 604

### Corporations Act 2001 Section 671B

## Notice of change of interests of substantial holder

To Company Name/Scheme **Spookfish Limited**  
ACN/ARSN **ACN 160 841 341**

### 1. Details of substantial holder (1)

Name **HOPERIDGE ENTERPRISES PTY LTD <JONES FAMILY A/C>**  
ACN/ARSN (if applicable) **058 568 835**

There was a change in the interests of the substantial holder on **7 September 2018**

The previous notice was given to the company on **23 August 2018**

### 2. Previous and present voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power	Person's votes	Voting power (5)
Fully Paid Ordinary Shares ( <b>Shares</b> )	178,206,888	14.20%	249,863,357	19.91%

### 3. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
7 September 2018	HOPERIDGE ENTERPRISES PTY LTD <JONES FAMILY A/C>	Relevant Interest under s608(1)(b) and (c) of the Corporations Act 2001 (Cth) ( <b>Corporations Act</b> ) pursuant to the voting agreements attached at Annexure B	N/A	71,656,469 Shares	71,656,469

### 4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
<b>See Annexure A</b>					

## 5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

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

## 6. Addresses

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

Name	Address
Hoperidge Enterprises Pty Ltd as trustee for the Jones Family	Level 8, 125 St Georges Terrace Perth WA 6000

## Signature

Print name Rodney Malcom Jones

Capacity Director



sign here

date 9-09-2018

## DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 6 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (6) Include details of:
  - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. If subsection 671B(4) a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
  - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies). See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (7) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown".
- (9) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

## Annexure A

### 4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
HOPERIDGE ENTERPRISES PTY LTD <JONES FAMILY A/C>	HOPERIDGE ENTERPRISES PTY LTD <JONES FAMILY A/C>	HOPERIDGE ENTERPRISES PTY LTD <JONES FAMILY A/C>	Holder	76,633,333 shares	76,633,333
HOPERIDGE ENTERPRISES PTY LTD <JONES FAMILY A/C>	OPTIM8 PTY LTD <THE GIC SUPER FUND A/C>	OPTIM8 PTY LTD <THE GIC SUPER FUND A/C>	Relevant interest in 43,048,821 Shares held by OPTIM8 PTY LTD <THE GIC SUPER FUND A/C> under s608(1)(b) and (c) of the Corporations Act pursuant to the voting agreement between the registered holder and Hoperidge Enterprises Pty Ltd <JONES FAMILY A/C> attached at Annexure B."	43,048,821 shares	43,048,821
HOPERIDGE ENTERPRISES PTY LTD <JONES FAMILY A/C>	RAVENHILL INVESTMENTS PTY LTD <HOUSE OF EQUITY A/C>	RAVENHILL INVESTMENTS PTY LTD <HOUSE OF EQUITY A/C>	Relevant interest in 10,000,000 Shares held by RAVENHILL INVESTMENTS PTY LTD <HOUSE OF EQUITY A/C> under s608(1)(b) and (c) of the Corporations Act pursuant to the voting agreement between the registered holder and Hoperidge Enterprises Pty Ltd <JONES FAMILY A/C> attached at Annexure B."	10,000,000 shares	10,000,000
HOPERIDGE ENTERPRISES PTY LTD <JONES FAMILY A/C>	MR NEIL DOUGLAS RAE + MRS MELANIE RAE <THE RAE FAMILY SF A/C>	MR NEIL DOUGLAS RAE + MRS MELANIE RAE <THE RAE FAMILY SF A/C>	Relevant interest in 16,000,000 Shares held by MR NEIL DOUGLAS RAE + MRS MELANIE RAE <THE RAE FAMILY SF A/C> under s608(1)(b) and (c) of the Corporations Act pursuant to the voting agreement between the registered holder and Hoperidge Enterprises Pty Ltd <JONES FAMILY A/C> attached at Annexure B."	16,000,000 shares	16,000,000
HOPERIDGE ENTERPRISES PTY LTD <JONES FAMILY A/C>	MR JAMES TAYLOR + MS MARION TAYLOR <ITS MANAGEMENT S/F A/C>	MR JAMES TAYLOR + MS MARION TAYLOR <ITS MANAGEMENT S/F A/C>	Relevant interest in 11,375,000 Shares held by MR JAMES TAYLOR + MS MARION TAYLOR <ITS MANAGEMENT S/F A/C> under s608(1)(b) and (c) of the Corporations Act pursuant to the voting agreement between the registered holder and Hoperidge Enterprises Pty Ltd <JONES FAMILY A/C> attached at Annexure B."	11,375,000 shares	11,375,000
HOPERIDGE ENTERPRISES PTY LTD <JONES FAMILY A/C>	ACEWORLD HOLDINGS PTY LTD <DHIA/C>	ACEWORLD HOLDINGS PTY LTD <DHIA/C>	Relevant interest in 5,545,000 Shares held by ACEWORLD HOLDINGS PTY LTD <DHIA/C> under s608(1)(b) and (c) of the Corporations Act pursuant to the voting agreement between the registered holder and Hoperidge Enterprises Pty Ltd <JONES FAMILY A/C> attached at Annexure B."	5,545,000 shares	5,545,000
HOPERIDGE ENTERPRISES PTY LTD <JONES FAMILY A/C>	MR JAMES DAVID TAYLOR	MR JAMES DAVID TAYLOR	Relevant interest in 4,550,000 Shares held by MR JAMES DAVID TAYLOR under s608(1)(b) and (c) of the Corporations Act pursuant to the voting agreement between the registered holder and Hoperidge Enterprises Pty Ltd <JONES FAMILY A/C> attached at Annexure B."	4,550,000 shares	4,550,000
HOPERIDGE ENTERPRISES PTY LTD <JONES FAMILY A/C>	WILLIAM TAYLOR NOMINEES PTY LTD	WILLIAM TAYLOR NOMINEES PTY LTD	Relevant interest in 12,944,781 Shares held by WILLIAM TAYLOR NOMINEES PTY LTD under s608(1)(b) and (c) of the Corporations Act pursuant to the voting agreement between the registered holder and Hoperidge Enterprises Pty Ltd <JONES FAMILY A/C> attached at Annexure B."	12,944,781 shares	12,944,781
HOPERIDGE ENTERPRISES PTY LTD <JONES FAMILY A/C>	MR SHANE ROBERT JONES + MRS CAROL ROBIN JONES <ROSH FAMILY A/C>	MR SHANE ROBERT JONES + MRS CAROL ROBIN JONES <ROSH FAMILY A/C>	Relevant interest in 8,109,953 Shares held by MR SHANE ROBERT JONES + MRS CAROL ROBIN JONES <ROSH FAMILY A/C> under s608(1)(b) and (c) of the Corporations Act pursuant to the voting agreement between the registered holder and Hoperidge Enterprises Pty Ltd <JONES FAMILY A/C> attached at Annexure B."	8,109,953 shares	8,109,953
HOPERIDGE ENTERPRISES PTY LTD <JONES FAMILY A/C>	MRS CAROL ROBIN JONES + MRS NATALIE LOUISE HARLOND <NALOJO FAMILY A/C>	MRS CAROL ROBIN JONES + MRS NATALIE LOUISE HARLOND <NALOJO FAMILY A/C>	Relevant interest in 2,526,538 Shares held by MRS CAROL ROBIN JONES + MRS NATALIE LOUISE HARLOND <NALOJO FAMILY A/C> under s608(1)(b) and (c) of the Corporations Act pursuant to the voting agreement between the registered holder and Hoperidge Enterprises Pty Ltd <JONES FAMILY A/C> attached at Annexure B."	2,526,538 shares	2,526,538
HOPERIDGE ENTERPRISES PTY LTD <JONES FAMILY A/C>	MRS CAROL ROBIN JONES	MRS CAROL ROBIN JONES	Relevant interest in 2,500,000 Shares held by MRS CAROL ROBIN JONES under s608(1)(b) and (c) of the Corporations Act pursuant to the voting agreement between the registered holder and Hoperidge Enterprises Pty Ltd <JONES FAMILY A/C> attached at Annexure B."	2,500,000 shares	2,500,000

## Annexure A (continued)

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
HOPERIDGE ENTERPRISES PTY LTD <JONES FAMILY A/C>	MR BRENT STEWART <THE STEWART A/C>	MR BRENT STEWART <THE STEWART A/C>	Relevant interest in 4,116,667 Shares held by MR BRENT STEWART <THE STEWART A/C> under s608(1)(b) and (c) of the Corporations Act pursuant to the voting agreement between the registered holder and Hoperidge Enterprises Pty Ltd <JONES FAMILY A/C> attached at Annexure B."	4,116,667 shares	4,116,667
HOPERIDGE ENTERPRISES PTY LTD <JONES FAMILY A/C>	MR KEMPER SHAW	MR KEMPER SHAW	Relevant interest in 2,654,609 Shares held by MR KEMPER SHAW under s608(1)(b) and (c) of the Corporations Act pursuant to the voting agreement between the registered holder and Hoperidge Enterprises Pty Ltd <JONES FAMILY A/C> attached at Annexure B."	2,654,609 shares	2,654,609
HOPERIDGE ENTERPRISES PTY LTD <JONES FAMILY A/C>	TISIA NOMINEES PTY LTD <THE HENDERSON FAMILY A/C>	TISIA NOMINEES PTY LTD <THE HENDERSON FAMILY A/C>	Relevant interest in 13,924,871 Shares held by TISIA NOMINEES PTY LTD <THE HENDERSON FAMILY A/C> under s608(1)(b) and (c) of the Corporations Act pursuant to the voting agreement between the registered holder and Hoperidge Enterprises Pty Ltd <JONES FAMILY A/C> attached at Annexure B."	13,924,871 shares	13,924,871
HOPERIDGE ENTERPRISES PTY LTD <JONES FAMILY A/C>	Lamma Nominees ATF XL Middleto Trust	Lamma Nominees ATF XL Middleto Trust	Relevant interest in 5,483,367 Shares held by Lamma Nominees ATF XL Middleto Trust under s608(1)(b) and (c) of the Corporations Act pursuant to the voting agreement between the registered holder and Hoperidge Enterprises Pty Ltd <JONES FAMILY A/C> attached at Annexure B."	5,483,367 shares	5,483,367
HOPERIDGE ENTERPRISES PTY LTD <JONES FAMILY A/C>	SANDHURST TRUSTEES LTD <Endeavor Asset Mgmt>	SANDHURST TRUSTEES LTD <Endeavor Asset Mgmt>	Relevant interest in 19,885,684 Shares held by SANDHURST TRUSTEES LTD <Endeavor Asset Mgmt> under s608(1)(b) and (c) of the Corporations Act pursuant to the voting agreement between the registered holder and Hoperidge Enterprises Pty Ltd <JONES FAMILY A/C> attached at Annexure B."	19,885,684 shares	19,885,684
HOPERIDGE ENTERPRISES PTY LTD <JONES FAMILY A/C>	PETERLYN PTY LTD <RPC SALMON SUPER FUND A/C>	PETERLYN PTY LTD <RPC SALMON SUPER FUND A/C>	Relevant interest in 6,000,000 Shares held by PETERLYN PTY LTD <RPC SALMON SUPER FUND A/C> under s608(1)(b) and (c) of the Corporations Act pursuant to the voting agreement between the registered holder and Hoperidge Enterprises Pty Ltd <JONES FAMILY A/C> attached at Annexure B."	6,000,000 shares	6,000,000
HOPERIDGE ENTERPRISES PTY LTD <JONES FAMILY A/C>	MRS CAROLYN ELIZABETH BRACKNELL	MRS CAROLYN ELIZABETH BRACKNELL	Relevant interest in 1,409,090 Shares held by MRS CAROLYN ELIZABETH BRACKNELL under s608(1)(b) and (c) of the Corporations Act pursuant to the voting agreement between the registered holder and Hoperidge Enterprises Pty Ltd <JONES FAMILY A/C> attached at Annexure B."	1,409,090 shares	1,409,090
HOPERIDGE ENTERPRISES PTY LTD <JONES FAMILY A/C>	MR ANDREW CLARENCE MAYNARD <ACM A/C>	MR ANDREW CLARENCE MAYNARD <ACM A/C>	Relevant interest in 3,155,643 Shares held by MR ANDREW CLARENCE MAYNARD <ACM A/C> under s608(1)(b) and (c) of the Corporations Act pursuant to the voting agreement between the registered holder and Hoperidge Enterprises Pty Ltd <JONES FAMILY A/C> attached at Annexure B."	3,155,643 shares	3,155,643



**Annexure B**

## Voting Agreement

This Agreement is made Friday the 7<sup>th</sup> day of September 2018

**Parties**                    **Hoperidge Enterprises Pty Ltd (ACN 058 568 835) atf Jones Family Trust of 3/93**  
South Perth Esplanade, South Perth, WA 6151 (**Hoperidge**)

and

**The Party in Item 1 of the Schedule (Shareholder)**

**This Agreement provides**

### 1. Background

- (a) Spookfish Limited ACN 123 511 017 (**Spookfish**) has entered into a scheme implementation agreement with its largest shareholder, Eagle View Technologies, Inc. (**EVT**), under which EVT has agreed to acquire all of the remaining fully paid ordinary shares in the capital of Spookfish (each a **Share**) that it does not already own (**Scheme Implementation Agreement**).
- (b) The Shareholder is the legal and beneficial owner of the Shares set out in Item 2 of the Schedule (**Shareholder Shares**).
- (c) Hoperidge proposes to make a public statement of intention that it will vote in favour of the Scheme provided the Scheme Consideration is increased to \$0.09 per Share.
- (d) Hoperidge is seeking the support of the Shareholder to vote in favour of the Scheme if the Scheme Consideration is increased on the terms and conditions of this Agreement.

### 2. Vote in favour of the Scheme

In consideration of the mutual promises set out in this Agreement if EVT varies the Scheme Implementation Agreement to increase the Scheme Consideration to \$0.09 per Share, the Shareholder irrevocably undertakes to:

- (a) exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal; and
- (b) do everything (including executing any document and making any election) that is reasonably required, to exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal, including completing, signing and lodging one or more proxy forms consistent with the undertaking in clause 2(a) above on behalf of the Shareholder.

### 3. Power of Attorney

By this clause the Shareholder grants Hoperidge an irrevocable power of attorney to:

- (a) exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal on the Shareholder's behalf; and

- (b) do everything (including executing any document and making any election) that is reasonably required, to exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal, including completing, signing and lodging one or more proxy forms consistent with the undertaking in clause 3(a) above on behalf of the Shareholder,

provided that EVT varies the Scheme Implementation Agreement to increase the Scheme Consideration to \$0.09 per Share.

#### 4. **Obligations of Hoperidge**

In consideration of the mutual promises set out in this Agreement, if EVT varies the Scheme Implementation Agreement to increase the Scheme Consideration to \$0.09 per Share, Hoperidge undertakes to exercise all votes attaching to the Shareholder Shares as power of attorney of the Shareholder in favour of the Scheme in the absence of a Superior Proposal.

#### 5. **Prohibited Actions**

The Shareholder agrees that from the date of execution of this Agreement until the termination of this Agreement, other than pursuant to a transaction contemplated by this Agreement, the Shareholder will not Dispose or Encumber any Shareholder Shares.

For the purposes of this clause 5:

“**Dispose**” has the meaning given by the Listing Rules; and

“**Encumbrance**” means a mortgage, charge, pledge, lien, hypothecation or third party interest of any kind whatsoever, or an agreement or arrangement to create any of them or to allow any of them to exist and **Encumber** has a corresponding meaning.

#### 6. **Warranties**

The Shareholder warrants to Hoperidge that:

- (a) it is the legal and beneficial owner of the Shareholder Shares;
- (b) the Shareholder Shares will at all relevant times be free from any Encumbrance (other than an Encumbrance (as defined in clause 5) created by this Agreement);
- (c) it has full power and authority to enter into this Agreement; and
- (d) where the Shareholder enters into this Agreement as trustee of a trust:
  - (i) the Shareholder has full power and lawful authority to execute and deliver this Agreement and to consummate and perform its obligations under this Agreement in its capacity as trustee of the trust; and
  - (ii) the beneficiaries of the trust have given their fully informed consent to the Shareholder entering into this Agreement, where such consent is necessary to authorise the Shareholder to enter into this Agreement; and
  - (iii) the execution and performance of this Agreement is not in breach of any trust, deed, contract or other obligation to which it is bound.

**7. Expiry and Termination**

This Agreement will expire and terminate and there will be no continuing rights or obligations of either party (other than the warranties set out in clause 6) if:

- (a) the Scheme Implementation Agreement is terminated; or
- (b) the Scheme is implemented.

**8. Confidentiality and Consent**

- (a) The fact and terms of this Agreement must be kept confidential until the announcement of the intentions of Hoperidge.
- (b) The Shareholder consents to the inclusion of references to it and the subject matter of this Agreement in any public announcement in relation to the Scheme, the intentions of Hoperidge or a substantial shareholder notice of Hoperidge.

**9. Acknowledgement by Shareholder**

The Shareholder acknowledges that:

- (a) it has had the opportunity to take legal advice in relation to its entry into this Agreement; and
- (b) it understands the irrevocable and binding nature of the commitments in this Agreement.

**10. Notices**

Any communication under or in connection with this Agreement:

- (a) must be in legible writing and in English;
- (b) must be addressed as shown below:
  - (i) if to Hoperidge:  
  
Address: Logan Robertson  
  
Attention: Level 8, 125 St Georges Terrace, Perth WA 6000  
  
Email: logan.robertson@hoperidge.com.au
  - (ii) if to the Shareholder to the contact details in Item 1 of the Schedule.  
  
(or as otherwise notified by that party to the other party from time to time);
- (c) must be signed by the party making the communication or (on its behalf) by the solicitor for, or by any attorney, director, secretary, or authorised agent of, that party;
- (d) must be delivered or posted by prepaid post to the address, or sent by fax to the number, of the addressee, or sent by email to the addressee, in accordance with clause 101.1(b)1.1(b); and

- (e) will be deemed to be received by the addressee:
- (i) (in the case of prepaid post) on the third business day after the date of posting to an address within Australia, and on the fifth business day after the date of posting to an address outside Australia;
  - (ii) (in the case of delivery by hand) on delivery at the address of the addressee as provided in clause 101.1(b), unless that delivery is made on a non business day, or after 5.00 pm on a business day, when that communication will be deemed to be received at 9.00 am on the next business day; and
  - (iii) (in the case of email) when it is received by the addressee's server,
- and where 'business day' means a day which is not a Saturday, Sunday or public holiday in the place of receipt of that communication.

## 11. General

- (a) Terms used in this Agreement have the same meaning as the terms defined in the Scheme Implementation Agreement unless the context requires otherwise.
- (b) Each party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) reasonably requested by the other party to give effect to this Agreement or required by law, including lodging any substantial holding notices required to be lodged in accordance with the Corporations Act 2001 (Cth) (**Corporations Act**).
- (c) This Agreement is governed by and will be construed according to the laws of Western Australia. Each party:
  - (i) irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to this Agreement; and
  - (ii) irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where that venue falls within clause 11(c)(i).
- (d) This Agreement may not be varied.
- (e) A party cannot assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.
- (f) Any provision of this Agreement which is illegal, void or unenforceable will be ineffective to the extent only of that illegality, voidness or unenforceability without invalidating the remaining provisions.
- (g) The provisions of this Agreement will enure for the benefit of and be binding on the Parties and their respective successors and permitted substitutes and assigns and (where applicable) legal personal representatives.

- (h) To the extent permitted by law, in relation to the subject matter of this Agreement, this Agreement:
  - (i) embodies the entire understanding of the parties and constitutes the entire terms agreed upon between the parties; and
  - (ii) supersedes any prior agreement (whether or not in writing) between the parties.
- (i) Each party acknowledges that no party (nor any person acting on its behalf) has made any representation or other inducement to it to enter into this Agreement, except for representations or inducements expressly set out in this Agreement.
- (j) Each party acknowledges and confirms that it does not enter into this Agreement in reliance on any representation or other inducement by or on behalf of any other party, except for any representation or inducement expressly set out in this Agreement.
- (k) This Agreement may be executed in any number of counterparts including by electronic counterparts. All counterparts will be taken to constitute one instrument.

## 12. Interpretation

In this Agreement:

- (a) headings are for convenience only and do not affect interpretation;
- (b) specifying anything after the words 'including', 'includes', 'for example' or any similar expression does not limit what else is included unless there is express wording to the contrary;

and unless the context indicates a contrary intention:

- (c) the expression 'person' includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (e) a reference to any document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (g) words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender;
- (h) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this Agreement, and a

reference to this Agreement includes any schedule, exhibit or annexure to this Agreement;

- (i) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (j) the word 'includes' in any form is not a word of limitation;
- (k) a reference to '\$' or 'dollar' is to Australian currency; and
- (l) if any day appointed or specified by this Agreement for the payment of any money or doing of any thing falls on a day which is not a business Day, the day so appointed or specified shall be deemed to be the next business Day.

## Schedule

### Item 1. Shareholder's name and contact details

Name of Shareholder	RAVENHILL INVESTMENTS PTY LTD <HOUSE OF EQUITY A/C>
Address	2 ADAMS ROAD, DALKEITH WA, 6009
Email	
Attention	Stephen Anastos

### Item 2. Shareholder Shares

10,000,000 fully paid ordinary shares in the capital of Spookfish.
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**Executed as an Agreement**

**Executed by Hoperidge Enterprises Pty Ltd  
ACN 058 568 835 atf Jones Family Trust in  
accordance with section 127 of the  
Corporations Act:**

\_\_\_\_\_  
Signature of Sole Director/Director

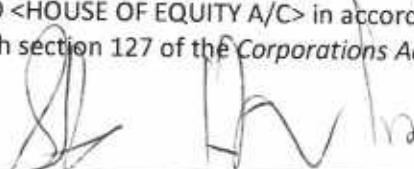
\_\_\_\_\_  
Signature of Sole Director/Director

\_\_\_\_\_  
Name of Sole Director/Director in full

\_\_\_\_\_  
Name of Sole Director/Director in full

**Company**

**Executed by RAVENHILL INVESTMENTS PTY  
LTD <HOUSE OF EQUITY A/C> in accordance  
with section 127 of the Corporations Act:**

  
\_\_\_\_\_  
Signature of Sole Director/Director

\_\_\_\_\_  
Signature of Secretary/other Director

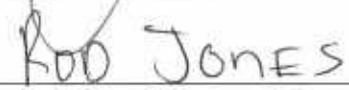
Stephen Anastas  
\_\_\_\_\_  
Name of Sole Director/Director in full

\_\_\_\_\_  
Name of Secretary/other Director in full

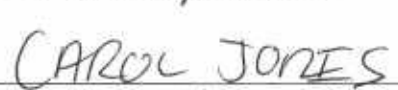
**Executed as an Agreement**

**Executed by Hoperidge Enterprises Pty Ltd  
ACN 058 568 835 atf Jones Family Trust** in  
accordance with section 127 of the  
*Corporations Act*:

  
\_\_\_\_\_  
Signature of Sole Director/Director

  
\_\_\_\_\_  
Name of Sole Director/Director in full

  
\_\_\_\_\_  
Signature of Sole Director/Director

  
\_\_\_\_\_  
Name of Sole Director/Director in full

**Company**

**Executed by RAVENHILL INVESTMENTS PTY  
LTD <HOUSE OF EQUITY A/C>** in accordance  
with section 127 of the *Corporations Act*:

\_\_\_\_\_  
Signature of Sole Director/Director

\_\_\_\_\_  
Name of Sole Director/Director in full

\_\_\_\_\_  
Signature of Secretary/other Director

\_\_\_\_\_  
Name of Secretary/other Director in full

# Voting Agreement

This Agreement is made Friday the 7<sup>th</sup> day of September 2018

**Parties**                    **Hoperidge Enterprises Pty Ltd (ACN 058 568 835) atf Jones Family Trust of 3/93**  
South Perth Esplanade, South Perth, WA 6151 (**Hoperidge**)

and

**The Party in Item 1 of the Schedule (Shareholder)**

**This Agreement provides**

## **1. Background**

- (a) Spookfish Limited ACN 123 511 017 (**Spookfish**) has entered into a scheme implementation agreement with its largest shareholder, Eagle View Technologies, Inc. (**EVT**), under which EVT has agreed to acquire all of the remaining fully paid ordinary shares in the capital of Spookfish (each a **Share**) that it does not already own (**Scheme Implementation Agreement**).
- (b) The Shareholder is the legal and beneficial owner of the Shares set out in Item 2 of the Schedule (**Shareholder Shares**).
- (c) Hoperidge proposes to make a public statement of intention that it will vote in favour of the Scheme provided the Scheme Consideration is increased to \$0.09 per Share.
- (d) Hoperidge is seeking the support of the Shareholder to vote in favour of the Scheme if the Scheme Consideration is increased on the terms and conditions of this Agreement.

## **2. Vote in favour of the Scheme**

In consideration of the mutual promises set out in this Agreement if EVT varies the Scheme Implementation Agreement to increase the Scheme Consideration to \$0.09 per Share, the Shareholder irrevocably undertakes to:

- (a) exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal; and
- (b) do everything (including executing any document and making any election) that is reasonably required, to exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal, including completing, signing and lodging one or more proxy forms consistent with the undertaking in clause 2(a) above on behalf of the Shareholder.

## **3. Power of Attorney**

By this clause the Shareholder grants Hoperidge an irrevocable power of attorney to:

- (a) exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal on the Shareholder's behalf; and

- (b) do everything (including executing any document and making any election) that is reasonably required, to exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal, including completing, signing and lodging one or more proxy forms consistent with the undertaking in clause 3(a) above on behalf of the Shareholder,

provided that EVT varies the Scheme Implementation Agreement to increase the Scheme Consideration to \$0.09 per Share.

#### 4. **Obligations of Hoperidge**

In consideration of the mutual promises set out in this Agreement, if EVT varies the Scheme Implementation Agreement to increase the Scheme Consideration to \$0.09 per Share, Hoperidge undertakes to exercise all votes attaching to the Shareholder Shares as power of attorney of the Shareholder in favour of the Scheme in the absence of a Superior Proposal.

#### 5. **Prohibited Actions**

The Shareholder agrees that from the date of execution of this Agreement until the termination of this Agreement, other than pursuant to a transaction contemplated by this Agreement, the Shareholder will not Dispose or Encumber any Shareholder Shares.

For the purposes of this clause 5:

**"Dispose"** has the meaning given by the Listing Rules; and

**"Encumbrance"** means a mortgage, charge, pledge, lien, hypothecation or third party interest of any kind whatsoever, or an agreement or arrangement to create any of them or to allow any of them to exist and **Encumber** has a corresponding meaning.

#### 6. **Warranties**

The Shareholder warrants to Hoperidge that:

- (a) it is the legal and beneficial owner of the Shareholder Shares;
- (b) the Shareholder Shares will at all relevant times be free from any Encumbrance (other than an Encumbrance (as defined in clause 5) created by this Agreement);
- (c) it has full power and authority to enter into this Agreement; and
- (d) where the Shareholder enters into this Agreement as trustee of a trust:
  - (i) the Shareholder has full power and lawful authority to execute and deliver this Agreement and to consummate and perform its obligations under this Agreement in its capacity as trustee of the trust; and
  - (ii) the beneficiaries of the trust have given their fully informed consent to the Shareholder entering into this Agreement, where such consent is necessary to authorise the Shareholder to enter into this Agreement; and
  - (iii) the execution and performance of this Agreement is not in breach of any trust, deed, contract or other obligation to which it is bound.

## **7. Expiry and Termination**

This Agreement will expire and terminate and there will be no continuing rights or obligations of either party (other than the warranties set out in clause 6) if:

- (a) the Scheme Implementation Agreement is terminated; or
- (b) the Scheme is implemented.

## **8. Confidentiality and Consent**

- (a) The fact and terms of this Agreement must be kept confidential until the announcement of the intentions of Hoperidge.
- (b) The Shareholder consents to the inclusion of references to it and the subject matter of this Agreement in any public announcement in relation to the Scheme, the intentions of Hoperidge or a substantial shareholder notice of Hoperidge.

## **9. Acknowledgement by Shareholder**

The Shareholder acknowledges that:

- (a) it has had the opportunity to take legal advice in relation to its entry into this Agreement; and
- (b) it understands the irrevocable and binding nature of the commitments in this Agreement.

## **10. Notices**

Any communication under or in connection with this Agreement:

- (a) must be in legible writing and in English;
- (b) must be addressed as shown below:
  - (i) if to Hoperidge:

Address:	Logan Robertson
Attention:	Level 8, 125 St Georges Terrace, Perth WA 6000
Email:	logan.robertson@hoperidge.com.au
  - (ii) if to the Shareholder to the contact details in Item 1 of the Schedule.  
(or as otherwise notified by that party to the other party from time to time);
- (c) must be signed by the party making the communication or (on its behalf) by the solicitor for, or by any attorney, director, secretary, or authorised agent of, that party;
- (d) must be delivered or posted by prepaid post to the address, or sent by fax to the number, of the addressee, or sent by email to the addressee, in accordance with clause 101.1(b)1.1(b); and

- (e) will be deemed to be received by the addressee:
  - (i) (in the case of prepaid post) on the third business day after the date of posting to an address within Australia, and on the fifth business day after the date of posting to an address outside Australia;
  - (ii) (in the case of delivery by hand) on delivery at the address of the addressee as provided in clause 101.1(b), unless that delivery is made on a non business day, or after 5.00 pm on a business day, when that communication will be deemed to be received at 9.00 am on the next business day; and
  - (iii) (in the case of email) when it is received by the addressee's server,

and where 'business day' means a day which is not a Saturday, Sunday or public holiday in the place of receipt of that communication.

## 11. General

- (a) Terms used in this Agreement have the same meaning as the terms defined in the Scheme Implementation Agreement unless the context requires otherwise.
- (b) Each party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) reasonably requested by the other party to give effect to this Agreement or required by law, including lodging any substantial holding notices required to be lodged in accordance with the Corporations Act 2001 (Cth) (**Corporations Act**).
- (c) This Agreement is governed by and will be construed according to the laws of Western Australia. Each party:
  - (i) irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to this Agreement; and
  - (ii) irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where that venue falls within clause 11(c)(i).
- (d) This Agreement may not be varied.
- (e) A party cannot assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.
- (f) Any provision of this Agreement which is illegal, void or unenforceable will be ineffective to the extent only of that illegality, voidness or unenforceability without invalidating the remaining provisions.
- (g) The provisions of this Agreement will enure for the benefit of and be binding on the Parties and their respective successors and permitted substitutes and assigns and (where applicable) legal personal representatives.

- (h) To the extent permitted by law, in relation to the subject matter of this Agreement, this Agreement:
  - (i) embodies the entire understanding of the parties and constitutes the entire terms agreed upon between the parties; and
  - (ii) supersedes any prior agreement (whether or not in writing) between the parties.
- (i) Each party acknowledges that no party (nor any person acting on its behalf) has made any representation or other inducement to it to enter into this Agreement, except for representations or inducements expressly set out in this Agreement.
- (j) Each party acknowledges and confirms that it does not enter into this Agreement in reliance on any representation or other inducement by or on behalf of any other party, except for any representation or inducement expressly set out in this Agreement.
- (k) This Agreement may be executed in any number of counterparts including by electronic counterparts. All counterparts will be taken to constitute one instrument.

## 12. Interpretation

In this Agreement:

- (a) headings are for convenience only and do not affect interpretation;
- (b) specifying anything after the words 'including', 'includes', 'for example' or any similar expression does not limit what else is included unless there is express wording to the contrary;

and unless the context indicates a contrary intention:

- (c) the expression 'person' includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (e) a reference to any document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (g) words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender;
- (h) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this Agreement, and a

reference to this Agreement includes any schedule, exhibit or annexure to this Agreement;

- (i) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (j) the word 'includes' in any form is not a word of limitation;
- (k) a reference to '\$' or 'dollar' is to Australian currency; and
- (l) if any day appointed or specified by this Agreement for the payment of any money or doing of any thing falls on a day which is not a business Day, the day so appointed or specified shall be deemed to be the next business Day.



## Schedule

### Item 1. Shareholder's name and contact details


Name of Shareholder	BRENT STEWART <THE STEWART A/C>
Address	15 KING ALBERT ROAD, TRIGG WA, 6029
Email	brent.stewart@waveride.com.au
Attention	Brent Stewart

### Item 2. Shareholder Shares

4,116,667 fully paid ordinary shares in the capital of Spookfish.

**Executed as an Agreement**

**Executed by Hoperidge Enterprises Pty Ltd  
ACN 058 568 835 atf Jones Family Trust in  
accordance with section 127 of the  
Corporations Act:**

  
\_\_\_\_\_  
Signature of Sole Director/Director


ROD JONES  
\_\_\_\_\_  
Name of Sole Director/Director in full

  
\_\_\_\_\_  
Signature of Sole Director/Director

CAROL JONES  
\_\_\_\_\_  
Name of Sole Director/Director in full

Signed by BRENT STEWART <THE STEWART )  
A/C> in the presence of: )  
)

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature of Witness

MICHELLE STEWART  
\_\_\_\_\_  
Name of Witness in full

## Voting Agreement

This Agreement is made Friday the 7<sup>th</sup> day of September 2018

**Parties**                    **Hoperidge Enterprises Pty Ltd (ACN 058 568 835) atf Jones Family Trust of 3/93**  
South Perth Esplanade, South Perth, WA 6151 (**Hoperidge**)

and

**The Party in Item 1 of the Schedule (Shareholder)**

**This Agreement provides**

### **1. Background**

- (a) Spookfish Limited ACN 123 511 017 (**Spookfish**) has entered into a scheme implementation agreement with its largest shareholder, Eagle View Technologies, Inc. (**EVT**), under which EVT has agreed to acquire all of the remaining fully paid ordinary shares in the capital of Spookfish (each a **Share**) that it does not already own (**Scheme Implementation Agreement**).
- (b) The Shareholder is the legal and beneficial owner of the Shares set out in Item 2 of the Schedule (**Shareholder Shares**).
- (c) Hoperidge proposes to make a public statement of intention that it will vote in favour of the Scheme provided the Scheme Consideration is increased to \$0.09 per Share.
- (d) Hoperidge is seeking the support of the Shareholder to vote in favour of the Scheme if the Scheme Consideration is increased on the terms and conditions of this Agreement.

### **2. Vote in favour of the Scheme**

In consideration of the mutual promises set out in this Agreement if EVT varies the Scheme Implementation Agreement to increase the Scheme Consideration to \$0.09 per Share, the Shareholder irrevocably undertakes to:

- (a) exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal; and
- (b) do everything (including executing any document and making any election) that is reasonably required, to exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal, including completing, signing and lodging one or more proxy forms consistent with the undertaking in clause 2(a) above on behalf of the Shareholder.

### **3. Power of Attorney**

By this clause the Shareholder grants Hoperidge an irrevocable power of attorney to:

- (a) exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal on the Shareholder's behalf; and

- (b) do everything (including executing any document and making any election) that is reasonably required, to exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal, including completing, signing and lodging one or more proxy forms consistent with the undertaking in clause 3(a) above on behalf of the Shareholder,

provided that EVT varies the Scheme Implementation Agreement to increase the Scheme Consideration to \$0.09 per Share.

#### 4. **Obligations of Hoperidge**

In consideration of the mutual promises set out in this Agreement, if EVT varies the Scheme Implementation Agreement to increase the Scheme Consideration to \$0.09 per Share, Hoperidge undertakes to exercise all votes attaching to the Shareholder Shares as power of attorney of the Shareholder in favour of the Scheme in the absence of a Superior Proposal.

#### 5. **Prohibited Actions**

The Shareholder agrees that from the date of execution of this Agreement until the termination of this Agreement, other than pursuant to a transaction contemplated by this Agreement, the Shareholder will not Dispose or Encumber any Shareholder Shares.

For the purposes of this clause 5:

**"Dispose"** has the meaning given by the Listing Rules; and

**"Encumbrance"** means a mortgage, charge, pledge, lien, hypothecation or third party interest of any kind whatsoever, or an agreement or arrangement to create any of them or to allow any of them to exist and **Encumber** has a corresponding meaning.

#### 6. **Warranties**

The Shareholder warrants to Hoperidge that:

- (a) it is the legal and beneficial owner of the Shareholder Shares;
- (b) the Shareholder Shares will at all relevant times be free from any Encumbrance (other than an Encumbrance (as defined in clause 5) created by this Agreement);
- (c) it has full power and authority to enter into this Agreement; and
- (d) where the Shareholder enters into this Agreement as trustee of a trust:
  - (i) the Shareholder has full power and lawful authority to execute and deliver this Agreement and to consummate and perform its obligations under this Agreement in its capacity as trustee of the trust; and
  - (ii) the beneficiaries of the trust have given their fully informed consent to the Shareholder entering into this Agreement, where such consent is necessary to authorise the Shareholder to enter into this Agreement; and
  - (iii) the execution and performance of this Agreement is not in breach of any trust, deed, contract or other obligation to which it is bound.

**7. Expiry and Termination**

This Agreement will expire and terminate and there will be no continuing rights or obligations of either party (other than the warranties set out in clause 6) if:

- (a) the Scheme Implementation Agreement is terminated; or
- (b) the Scheme is implemented.

**8. Confidentiality and Consent**

- (a) The fact and terms of this Agreement must be kept confidential until the announcement of the intentions of Hoperidge.
- (b) The Shareholder consents to the inclusion of references to it and the subject matter of this Agreement in any public announcement in relation to the Scheme, the intentions of Hoperidge or a substantial shareholder notice of Hoperidge.

**9. Acknowledgement by Shareholder**

The Shareholder acknowledges that:

- (a) it has had the opportunity to take legal advice in relation to its entry into this Agreement; and
- (b) it understands the irrevocable and binding nature of the commitments in this Agreement.

**10. Notices**

Any communication under or in connection with this Agreement:

- (a) must be in legible writing and in English;
- (b) must be addressed as shown below:
  - (i) if to Hoperidge:  

Address:	Logan Robertson
Attention:	Level 8, 125 St Georges Terrace, Perth WA 6000
Email:	logan.robertson@hoperidge.com.au
  - (ii) if to the Shareholder to the contact details in Item 1 of the Schedule.  
(or as otherwise notified by that party to the other party from time to time);
- (c) must be signed by the party making the communication or (on its behalf) by the solicitor for, or by any attorney, director, secretary, or authorised agent of, that party;
- (d) must be delivered or posted by prepaid post to the address, or sent by fax to the number, of the addressee, or sent by email to the addressee, in accordance with clause 101.1(b)1.1(b); and

- (e) will be deemed to be received by the addressee:
- (i) (in the case of prepaid post) on the third business day after the date of posting to an address within Australia, and on the fifth business day after the date of posting to an address outside Australia;
  - (ii) (in the case of delivery by hand) on delivery at the address of the addressee as provided in clause 101.1(b), unless that delivery is made on a non business day, or after 5.00 pm on a business day, when that communication will be deemed to be received at 9.00 am on the next business day; and
  - (iii) (in the case of email) when it is received by the addressee's server,
- and where 'business day' means a day which is not a Saturday, Sunday or public holiday in the place of receipt of that communication.

## 11. General

- (a) Terms used in this Agreement have the same meaning as the terms defined in the Scheme Implementation Agreement unless the context requires otherwise.
- (b) Each party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) reasonably requested by the other party to give effect to this Agreement or required by law, including lodging any substantial holding notices required to be lodged in accordance with the Corporations Act 2001 (Cth) (**Corporations Act**).
- (c) This Agreement is governed by and will be construed according to the laws of Western Australia. Each party:
  - (i) irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to this Agreement; and
  - (ii) irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where that venue falls within clause 11(c)(i).
- (d) This Agreement may not be varied.
- (e) A party cannot assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.
- (f) Any provision of this Agreement which is illegal, void or unenforceable will be ineffective to the extent only of that illegality, voidness or unenforceability without invalidating the remaining provisions.
- (g) The provisions of this Agreement will enure for the benefit of and be binding on the Parties and their respective successors and permitted substitutes and assigns and (where applicable) legal personal representatives.

- (h) To the extent permitted by law, in relation to the subject matter of this Agreement, this Agreement:
  - (i) embodies the entire understanding of the parties and constitutes the entire terms agreed upon between the parties; and
  - (ii) supersedes any prior agreement (whether or not in writing) between the parties.
- (i) Each party acknowledges that no party (nor any person acting on its behalf) has made any representation or other inducement to it to enter into this Agreement, except for representations or inducements expressly set out in this Agreement.
- (j) Each party acknowledges and confirms that it does not enter into this Agreement in reliance on any representation or other inducement by or on behalf of any other party, except for any representation or inducement expressly set out in this Agreement.
- (k) This Agreement may be executed in any number of counterparts including by electronic counterparts. All counterparts will be taken to constitute one instrument.

## **12. Interpretation**

In this Agreement:

- (a) headings are for convenience only and do not affect interpretation;
- (b) specifying anything after the words 'including', 'includes', 'for example' or any similar expression does not limit what else is included unless there is express wording to the contrary;

and unless the context indicates a contrary intention:

- (c) the expression 'person' includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (e) a reference to any document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (g) words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender;
- (h) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this Agreement, and a

reference to this Agreement includes any schedule, exhibit or annexure to this Agreement;

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- (k) a reference to '\$' or 'dollar' is to Australian currency; and
- (l) if any day appointed or specified by this Agreement for the payment of any money or doing of any thing falls on a day which is not a business Day, the day so appointed or specified shall be deemed to be the next business Day.



## Schedule

### Item 1. Shareholder's name and contact details

<b>Name of Shareholder</b>	MR ANDREW CLARENCE MAYNARD <ACM A/C>
<b>Address</b>	PO BOX 406, BOOVAL FAIR QLD, 4304
<b>Email</b>	andrew@acmindustries.com.au
<b>Attention</b>	Andrew Maynard

### Item 2. Shareholder Shares

3,155,643 fully paid ordinary shares in the capital of Spookfish.
---

**Executed as an Agreement**

**Executed by Hoperidge Enterprises Pty Ltd  
ACN 058 568 835 atf Jones Family Trust in  
accordance with section 127 of the  
Corporations Act:**

\_\_\_\_\_  
Signature of Sole Director/Director


\_\_\_\_\_  
Signature of Sole Director/Director

\_\_\_\_\_  
Name of Sole Director/Director in full

\_\_\_\_\_  
Name of Sole Director/Director in full

**Signed by MR ANDREW CLARENCE  
MAYNARD <ACM A/C> in the presence of:**

)  
)  
)

  
\_\_\_\_\_  
Signature

*M. Maynard*  
\_\_\_\_\_  
Signature of Witness

*Maxine Lee Maynard*  
\_\_\_\_\_  
Name of Witness in full

**Executed as an Agreement**

**Executed by Hoperidge Enterprises Pty Ltd  
ACN 058 568 835 atf Jones Family Trust in  
accordance with section 127 of the  
Corporations Act:**

  
\_\_\_\_\_  
Signature of Sole Director/Director

  
\_\_\_\_\_  
Name of Sole Director/Director in full

  
\_\_\_\_\_  
Signature of Sole Director/Director

  
\_\_\_\_\_  
Name of Sole Director/Director in full

**Signed by MR ANDREW CLARENCE** )  
**MAYNARD <ACM A/C> in the presence of:** )  
)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness in full

## Voting Agreement

This Agreement is made Friday the 7<sup>th</sup> day of September 2018

**Parties**                    **Hoperidge Enterprises Pty Ltd (ACN 058 568 835) atf Jones Family Trust of 3/93**  
South Perth Esplanade, South Perth, WA 6151 (**Hoperidge**)

and

**The Party in Item 1 of the Schedule (Shareholder)**

**This Agreement provides**

### **1. Background**

- (a) Spookfish Limited ACN 123 511 017 (**Spookfish**) has entered into a scheme implementation agreement with its largest shareholder, Eagle View Technologies, Inc. (**EVT**), under which EVT has agreed to acquire all of the remaining fully paid ordinary shares in the capital of Spookfish (each a **Share**) that it does not already own (**Scheme Implementation Agreement**).
- (b) The Shareholder is the legal and beneficial owner of the Shares set out in Item 2 of the Schedule (**Shareholder Shares**).
- (c) Hoperidge proposes to make a public statement of intention that it will vote in favour of the Scheme provided the Scheme Consideration is increased to \$0.09 per Share.
- (d) Hoperidge is seeking the support of the Shareholder to vote in favour of the Scheme if the Scheme Consideration is increased on the terms and conditions of this Agreement.

### **2. Vote in favour of the Scheme**

In consideration of the mutual promises set out in this Agreement if EVT varies the Scheme Implementation Agreement to increase the Scheme Consideration to \$0.09 per Share, the Shareholder irrevocably undertakes to:

- (a) exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal; and
- (b) do everything (including executing any document and making any election) that is reasonably required, to exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal, including completing, signing and lodging one or more proxy forms consistent with the undertaking in clause 2(a) above on behalf of the Shareholder.

### **3. Power of Attorney**

By this clause the Shareholder grants Hoperidge an irrevocable power of attorney to:

- (a) exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal on the Shareholder's behalf; and

- (b) do everything (including executing any document and making any election) that is reasonably required, to exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal, including completing, signing and lodging one or more proxy forms consistent with the undertaking in clause 3(a) above on behalf of the Shareholder,

provided that EVT varies the Scheme Implementation Agreement to increase the Scheme Consideration to \$0.09 per Share.

#### **4. Obligations of Hoperidge**

In consideration of the mutual promises set out in this Agreement, if EVT varies the Scheme Implementation Agreement to increase the Scheme Consideration to \$0.09 per Share, Hoperidge undertakes to exercise all votes attaching to the Shareholder Shares as power of attorney of the Shareholder in favour of the Scheme in the absence of a Superior Proposal.

#### **5. Prohibited Actions**

The Shareholder agrees that from the date of execution of this Agreement until the termination of this Agreement, other than pursuant to a transaction contemplated by this Agreement, the Shareholder will not Dispose or Encumber any Shareholder Shares.

For the purposes of this clause 5:

**"Dispose"** has the meaning given by the Listing Rules; and

**"Encumbrance"** means a mortgage, charge, pledge, lien, hypothecation or third party interest of any kind whatsoever, or an agreement or arrangement to create any of them or to allow any of them to exist and **Encumber** has a corresponding meaning.

#### **6. Warranties**

The Shareholder warrants to Hoperidge that:

- (a) it is the legal and beneficial owner of the Shareholder Shares;
- (b) the Shareholder Shares will at all relevant times be free from any Encumbrance (other than an Encumbrance (as defined in clause 5) created by this Agreement);
- (c) it has full power and authority to enter into this Agreement; and
- (d) where the Shareholder enters into this Agreement as trustee of a trust:
  - (i) the Shareholder has full power and lawful authority to execute and deliver this Agreement and to consummate and perform its obligations under this Agreement in its capacity as trustee of the trust; and
  - (ii) the beneficiaries of the trust have given their fully informed consent to the Shareholder entering into this Agreement, where such consent is necessary to authorise the Shareholder to enter into this Agreement; and
  - (iii) the execution and performance of this Agreement is not in breach of any trust, deed, contract or other obligation to which it is bound.

**7. Expiry and Termination**

This Agreement will expire and terminate and there will be no continuing rights or obligations of either party (other than the warranties set out in clause 6) if:

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- (b) the Scheme is implemented.

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- (a) The fact and terms of this Agreement must be kept confidential until the announcement of the intentions of Hoperidge.
- (b) The Shareholder consents to the inclusion of references to it and the subject matter of this Agreement in any public announcement in relation to the Scheme, the intentions of Hoperidge or a substantial shareholder notice of Hoperidge.

**9. Acknowledgement by Shareholder**

The Shareholder acknowledges that:

- (a) it has had the opportunity to take legal advice in relation to its entry into this Agreement; and
- (b) it understands the irrevocable and binding nature of the commitments in this Agreement.

**10. Notices**

Any communication under or in connection with this Agreement:

- (a) must be in legible writing and in English;
- (b) must be addressed as shown below:
  - (i) if to Hoperidge:  
  
Address: Logan Robertson  
  
Attention: Level 8, 125 St Georges Terrace, Perth WA 6000  
  
Email: logan.robertson@hoperidge.com.au
  - (ii) if to the Shareholder to the contact details in Item 1 of the Schedule.  
  
(or as otherwise notified by that party to the other party from time to time);
- (c) must be signed by the party making the communication or (on its behalf) by the solicitor for, or by any attorney, director, secretary, or authorised agent of, that party;
- (d) must be delivered or posted by prepaid post to the address, or sent by fax to the number, of the addressee, or sent by email to the addressee, in accordance with clause 101.1(b)1.1(b); and

- (e) will be deemed to be received by the addressee:
- (i) (in the case of prepaid post) on the third business day after the date of posting to an address within Australia, and on the fifth business day after the date of posting to an address outside Australia;
  - (ii) (in the case of delivery by hand) on delivery at the address of the addressee as provided in clause 101.1(b), unless that delivery is made on a non business day, or after 5.00 pm on a business day, when that communication will be deemed to be received at 9.00 am on the next business day; and
  - (iii) (in the case of email) when it is received by the addressee's server,
- and where 'business day' means a day which is not a Saturday, Sunday or public holiday in the place of receipt of that communication.

## 11. General

- (a) Terms used in this Agreement have the same meaning as the terms defined in the Scheme Implementation Agreement unless the context requires otherwise.
- (b) Each party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) reasonably requested by the other party to give effect to this Agreement or required by law, including lodging any substantial holding notices required to be lodged in accordance with the Corporations Act 2001 (Cth) (**Corporations Act**).
- (c) This Agreement is governed by and will be construed according to the laws of Western Australia. Each party:
  - (i) irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to this Agreement; and
  - (ii) irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where that venue falls within clause 11(c)(i).
- (d) This Agreement may not be varied.
- (e) A party cannot assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.
- (f) Any provision of this Agreement which is illegal, void or unenforceable will be ineffective to the extent only of that illegality, voidness or unenforceability without invalidating the remaining provisions.
- (g) The provisions of this Agreement will enure for the benefit of and be binding on the Parties and their respective successors and permitted substitutes and assigns and (where applicable) legal personal representatives.

- (h) To the extent permitted by law, in relation to the subject matter of this Agreement, this Agreement:
  - (i) embodies the entire understanding of the parties and constitutes the entire terms agreed upon between the parties; and
  - (ii) supersedes any prior agreement (whether or not in writing) between the parties.
- (i) Each party acknowledges that no party (nor any person acting on its behalf) has made any representation or other inducement to it to enter into this Agreement, except for representations or inducements expressly set out in this Agreement.
- (j) Each party acknowledges and confirms that it does not enter into this Agreement in reliance on any representation or other inducement by or on behalf of any other party, except for any representation or inducement expressly set out in this Agreement.
- (k) This Agreement may be executed in any number of counterparts including by electronic counterparts. All counterparts will be taken to constitute one instrument.

## **12. Interpretation**

In this Agreement:

- (a) headings are for convenience only and do not affect interpretation;
- (b) specifying anything after the words 'including', 'includes', 'for example' or any similar expression does not limit what else is included unless there is express wording to the contrary;

and unless the context indicates a contrary intention:

- (c) the expression 'person' includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (e) a reference to any document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (g) words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender;
- (h) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this Agreement, and a



reference to this Agreement includes any schedule, exhibit or annexure to this Agreement;

- (i) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (j) the word 'includes' in any form is not a word of limitation;
- (k) a reference to '\$' or 'dollar' is to Australian currency; and
- (l) if any day appointed or specified by this Agreement for the payment of any money or doing of any thing falls on a day which is not a business Day, the day so appointed or specified shall be deemed to be the next business Day.

## Schedule

### Item 1. Shareholder's name and contact details

<b>Name of Shareholder</b>	MRS CAROL ROBIN JONES + MRS NATALIE LOUISE HARLOND <NALOJO FAMILY A/C>
<b>Address</b>	LEVEL 8 BROOKFIELD PLACE, 125 ST GEORGES TERRACE, PERTH WA, 6000
<b>Email</b>	Natjones99@hotmail.com
<b>Attention</b>	Natalie Harlond

### Item 2. Shareholder Shares

2,526,538 fully paid ordinary shares in the capital of Spookfish.
---

**Executed as an Agreement**

**Executed by Hoperidge Enterprises Pty Ltd  
ACN 058 568 835 atf Jones Family Trust in  
accordance with section 127 of the  
Corporations Act:**

  
\_\_\_\_\_  
Signature of Sole Director/Director

ROD JONES  
\_\_\_\_\_  
Name of Sole Director/Director in full

  
\_\_\_\_\_  
Signature of Sole Director/Director

CAROL JONES  
\_\_\_\_\_  
Name of Sole Director/Director in full

**Signed by MRS CAROL ROBIN JONES + MRS )  
NATALIE LOUISE HARLOND <NALOJO FAMILY )  
A/C> in the presence of: )**


\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature of Witness

LOGAN ROBERTSON  
\_\_\_\_\_  
Name of Witness in full

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature of Witness

CAROLYN BRACKNELL  
\_\_\_\_\_  
Name of Witness in full

## Voting Agreement

This Agreement is made Friday the 7<sup>th</sup> day of September 2018

**Parties**                    **Hoperidge Enterprises Pty Ltd (ACN 058 568 835) atf Jones Family Trust of 3/93**  
South Perth Esplanade, South Perth, WA 6151 (**Hoperidge**)

and

**The Party in Item 1 of the Schedule (Shareholder)**

**This Agreement provides**

**1. Background**

- (a) Spookfish Limited ACN 123 511 017 (**Spookfish**) has entered into a scheme implementation agreement with its largest shareholder, Eagle View Technologies, Inc. (**EVT**), under which EVT has agreed to acquire all of the remaining fully paid ordinary shares in the capital of Spookfish (each a **Share**) that it does not already own (**Scheme Implementation Agreement**).
- (b) The Shareholder is the legal and beneficial owner of the Shares set out in Item 2 of the Schedule (**Shareholder Shares**).
- (c) Hoperidge proposes to make a public statement of intention that it will vote in favour of the Scheme provided the Scheme Consideration is increased to \$0.09 per Share.
- (d) Hoperidge is seeking the support of the Shareholder to vote in favour of the Scheme if the Scheme Consideration is increased on the terms and conditions of this Agreement.

**2. Vote in favour of the Scheme**

In consideration of the mutual promises set out in this Agreement if EVT varies the Scheme Implementation Agreement to increase the Scheme Consideration to \$0.09 per Share, the Shareholder irrevocably undertakes to:

- (a) exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal; and
- (b) do everything (including executing any document and making any election) that is reasonably required, to exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal, including completing, signing and lodging one or more proxy forms consistent with the undertaking in clause 2(a) above on behalf of the Shareholder.

**3. Power of Attorney**

By this clause the Shareholder grants Hoperidge an irrevocable power of attorney to:

- (a) exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal on the Shareholder's behalf; and

- (b) do everything (including executing any document and making any election) that is reasonably required, to exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal, including completing, signing and lodging one or more proxy forms consistent with the undertaking in clause 3(a) above on behalf of the Shareholder,

provided that EVT varies the Scheme Implementation Agreement to increase the Scheme Consideration to \$0.09 per Share.

#### 4. **Obligations of Hoperidge**

In consideration of the mutual promises set out in this Agreement, if EVT varies the Scheme Implementation Agreement to increase the Scheme Consideration to \$0.09 per Share, Hoperidge undertakes to exercise all votes attaching to the Shareholder Shares as power of attorney of the Shareholder in favour of the Scheme in the absence of a Superior Proposal.

#### 5. **Prohibited Actions**

The Shareholder agrees that from the date of execution of this Agreement until the termination of this Agreement, other than pursuant to a transaction contemplated by this Agreement, the Shareholder will not Dispose or Encumber any Shareholder Shares.

For the purposes of this clause 5:

**"Dispose"** has the meaning given by the Listing Rules; and

**"Encumbrance"** means a mortgage, charge, pledge, lien, hypothecation or third party interest of any kind whatsoever, or an agreement or arrangement to create any of them or to allow any of them to exist and **Encumber** has a corresponding meaning.

#### 6. **Warranties**

The Shareholder warrants to Hoperidge that:

- (a) it is the legal and beneficial owner of the Shareholder Shares;
- (b) the Shareholder Shares will at all relevant times be free from any Encumbrance (other than an Encumbrance (as defined in clause 5) created by this Agreement);
- (c) it has full power and authority to enter into this Agreement; and
- (d) where the Shareholder enters into this Agreement as trustee of a trust:
  - (i) the Shareholder has full power and lawful authority to execute and deliver this Agreement and to consummate and perform its obligations under this Agreement in its capacity as trustee of the trust; and
  - (ii) the beneficiaries of the trust have given their fully informed consent to the Shareholder entering into this Agreement, where such consent is necessary to authorise the Shareholder to enter into this Agreement; and
  - (iii) the execution and performance of this Agreement is not in breach of any trust, deed, contract or other obligation to which it is bound.

**7. Expiry and Termination**

This Agreement will expire and terminate and there will be no continuing rights or obligations of either party (other than the warranties set out in clause 6) if:

- (a) the Scheme Implementation Agreement is terminated; or
- (b) the Scheme is implemented.

**8. Confidentiality and Consent**

- (a) The fact and terms of this Agreement must be kept confidential until the announcement of the intentions of Hoperidge.
- (b) The Shareholder consents to the inclusion of references to it and the subject matter of this Agreement in any public announcement in relation to the Scheme, the intentions of Hoperidge or a substantial shareholder notice of Hoperidge.

**9. Acknowledgement by Shareholder**

The Shareholder acknowledges that:

- (a) it has had the opportunity to take legal advice in relation to its entry into this Agreement; and
- (b) it understands the irrevocable and binding nature of the commitments in this Agreement.

**10. Notices**

Any communication under or in connection with this Agreement:

- (a) must be in legible writing and in English;
- (b) must be addressed as shown below:
  - (i) if to Hoperidge:  
  
Address: Logan Robertson  
  
Attention: Level 8, 125 St Georges Terrace, Perth WA 6000  
  
Email: logan.robertson@hoperidge.com.au
  - (ii) if to the Shareholder to the contact details in Item 1 of the Schedule.  
  
(or as otherwise notified by that party to the other party from time to time);
- (c) must be signed by the party making the communication or (on its behalf) by the solicitor for, or by any attorney, director, secretary, or authorised agent of, that party;
- (d) must be delivered or posted by prepaid post to the address, or sent by fax to the number, of the addressee, or sent by email to the addressee, in accordance with clause 101.1(b)1.1(b); and

- (e) will be deemed to be received by the addressee:
- (i) (in the case of prepaid post) on the third business day after the date of posting to an address within Australia, and on the fifth business day after the date of posting to an address outside Australia;
  - (ii) (in the case of delivery by hand) on delivery at the address of the addressee as provided in clause 101.1(b), unless that delivery is made on a non business day, or after 5.00 pm on a business day, when that communication will be deemed to be received at 9.00 am on the next business day; and
  - (iii) (in the case of email) when it is received by the addressee's server,
- and where 'business day' means a day which is not a Saturday, Sunday or public holiday in the place of receipt of that communication.

## 11. General

- (a) Terms used in this Agreement have the same meaning as the terms defined in the Scheme Implementation Agreement unless the context requires otherwise.
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- (c) This Agreement is governed by and will be construed according to the laws of Western Australia. Each party:
  - (i) irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to this Agreement; and
  - (ii) irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where that venue falls within clause 11(c)(i).
- (d) This Agreement may not be varied.
- (e) A party cannot assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.
- (f) Any provision of this Agreement which is illegal, void or unenforceable will be ineffective to the extent only of that illegality, voidness or unenforceability without invalidating the remaining provisions.
- (g) The provisions of this Agreement will enure for the benefit of and be binding on the Parties and their respective successors and permitted substitutes and assigns and (where applicable) legal personal representatives.

- (h) To the extent permitted by law, in relation to the subject matter of this Agreement, this Agreement:
  - (i) embodies the entire understanding of the parties and constitutes the entire terms agreed upon between the parties; and
  - (ii) supersedes any prior agreement (whether or not in writing) between the parties.
- (i) Each party acknowledges that no party (nor any person acting on its behalf) has made any representation or other inducement to it to enter into this Agreement, except for representations or inducements expressly set out in this Agreement.
- (j) Each party acknowledges and confirms that it does not enter into this Agreement in reliance on any representation or other inducement by or on behalf of any other party, except for any representation or inducement expressly set out in this Agreement.
- (k) This Agreement may be executed in any number of counterparts including by electronic counterparts. All counterparts will be taken to constitute one instrument.

## 12. Interpretation

In this Agreement:

- (a) headings are for convenience only and do not affect interpretation;
- (b) specifying anything after the words 'including', 'includes', 'for example' or any similar expression does not limit what else is included unless there is express wording to the contrary;

and unless the context indicates a contrary intention:

- (c) the expression 'person' includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (e) a reference to any document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
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- (j) the word 'includes' in any form is not a word of limitation;
- (k) a reference to '\$' or 'dollar' is to Australian currency; and
- (l) if any day appointed or specified by this Agreement for the payment of any money or doing of any thing falls on a day which is not a business Day, the day so appointed or specified shall be deemed to be the next business Day.

## Schedule

### Item 1. Shareholder's name and contact details

Name of Shareholder	MRS CAROL ROBIN JONES
Address	Level 8 125 St Georges Terrace Perth WA
Email	carj21@hotmail.com
Attention	Carol Jones

### Item 2. Shareholder Shares

2,500,000 fully paid ordinary shares in the capital of Spookfish.

**Executed as an Agreement**

**Executed by Hoperidge Enterprises Pty Ltd  
ACN 058 568 835 atf Jones Family Trust in  
accordance with section 127 of the  
Corporations Act:**

  
\_\_\_\_\_  
Signature of Sole Director/Director

CAROL JONES  
\_\_\_\_\_  
Name of Sole Director/Director in full

  
\_\_\_\_\_  
Signature of Sole Director/Director

ROD JONES  
\_\_\_\_\_  
Name of Sole Director/Director in full

**Signed by CAROL ROBIN JONES in the  
presence of:**

)  
)   
)

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature of Witness

LOGAN ROBERTSON  
\_\_\_\_\_  
Name of Witness in full

## Voting Agreement

This Agreement is made Friday the 7<sup>th</sup> day of September 2018

**Parties**                    **Hoperidge Enterprises Pty Ltd (ACN 058 568 835) atf Jones Family Trust of 3/93**  
South Perth Esplanade, South Perth, WA 6151 (**Hoperidge**)

and

**The Party in Item 1 of the Schedule (Shareholder)**

**This Agreement provides**

**1. Background**

- (a) Spookfish Limited ACN 123 511 017 (**Spookfish**) has entered into a scheme implementation agreement with its largest shareholder, Eagle View Technologies, Inc. (**EVT**), under which EVT has agreed to acquire all of the remaining fully paid ordinary shares in the capital of Spookfish (each a **Share**) that it does not already own (**Scheme Implementation Agreement**).
- (b) The Shareholder is the legal and beneficial owner of the Shares set out in Item 2 of the Schedule (**Shareholder Shares**).
- (c) Hoperidge proposes to make a public statement of intention that it will vote in favour of the Scheme provided the Scheme Consideration is increased to \$0.09 per Share.
- (d) Hoperidge is seeking the support of the Shareholder to vote in favour of the Scheme if the Scheme Consideration is increased on the terms and conditions of this Agreement.

**2. Vote in favour of the Scheme**

In consideration of the mutual promises set out in this Agreement if EVT varies the Scheme Implementation Agreement to increase the Scheme Consideration to \$0.09 per Share, the Shareholder irrevocably undertakes to:

- (a) exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal; and
- (b) do everything (including executing any document and making any election) that is reasonably required, to exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal, including completing, signing and lodging one or more proxy forms consistent with the undertaking in clause 2(a) above on behalf of the Shareholder.

**3. Power of Attorney**

By this clause the Shareholder grants Hoperidge an irrevocable power of attorney to:

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provided that EVT varies the Scheme Implementation Agreement to increase the Scheme Consideration to \$0.09 per Share.

**4. Obligations of Hoperidge**

In consideration of the mutual promises set out in this Agreement, if EVT varies the Scheme Implementation Agreement to increase the Scheme Consideration to \$0.09 per Share, Hoperidge undertakes to exercise all votes attaching to the Shareholder Shares as power of attorney of the Shareholder in favour of the Scheme in the absence of a Superior Proposal.

**5. Prohibited Actions**

The Shareholder agrees that from the date of execution of this Agreement until the termination of this Agreement, other than pursuant to a transaction contemplated by this Agreement, the Shareholder will not Dispose or Encumber any Shareholder Shares.

For the purposes of this clause 5:

**"Dispose"** has the meaning given by the Listing Rules; and

**"Encumbrance"** means a mortgage, charge, pledge, lien, hypothecation or third party interest of any kind whatsoever, or an agreement or arrangement to create any of them or to allow any of them to exist and **Encumber** has a corresponding meaning.

**6. Warranties**

The Shareholder warrants to Hoperidge that:

- (a) it is the legal and beneficial owner of the Shareholder Shares;
- (b) the Shareholder Shares will at all relevant times be free from any Encumbrance (other than an Encumbrance (as defined in clause 5) created by this Agreement);
- (c) it has full power and authority to enter into this Agreement; and
- (d) where the Shareholder enters into this Agreement as trustee of a trust:
  - (i) the Shareholder has full power and lawful authority to execute and deliver this Agreement and to consummate and perform its obligations under this Agreement in its capacity as trustee of the trust; and
  - (ii) the beneficiaries of the trust have given their fully informed consent to the Shareholder entering into this Agreement, where such consent is necessary to authorise the Shareholder to enter into this Agreement; and
  - (iii) the execution and performance of this Agreement is not in breach of any trust, deed, contract or other obligation to which it is bound.

**7. Expiry and Termination**

This Agreement will expire and terminate and there will be no continuing rights or obligations of either party (other than the warranties set out in clause 6) if:

- (a) the Scheme Implementation Agreement is terminated; or
- (b) the Scheme is implemented.

**8. Confidentiality and Consent**

- (a) The fact and terms of this Agreement must be kept confidential until the announcement of the intentions of Hoperidge.
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The Shareholder acknowledges that:

- (a) it has had the opportunity to take legal advice in relation to its entry into this Agreement; and
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Attention: Level 8, 125 St Georges Terrace, Perth WA 6000  
Email: logan.robertson@hoperidge.com.au
  - (ii) if to the Shareholder to the contact details in Item 1 of the Schedule.  
  
(or as otherwise notified by that party to the other party from time to time);
- (c) must be signed by the party making the communication or (on its behalf) by the solicitor for, or by any attorney, director, secretary, or authorised agent of, that party;
- (d) must be delivered or posted by prepaid post to the address, or sent by fax to the number, of the addressee, or sent by email to the addressee, in accordance with clause 101.1(b)1.1(b); and

- (e) will be deemed to be received by the addressee:
- (i) (in the case of prepaid post) on the third business day after the date of posting to an address within Australia, and on the fifth business day after the date of posting to an address outside Australia;
  - (ii) (in the case of delivery by hand) on delivery at the address of the addressee as provided in clause 101.1(b), unless that delivery is made on a non business day, or after 5.00 pm on a business day, when that communication will be deemed to be received at 9.00 am on the next business day; and
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- and where 'business day' means a day which is not a Saturday, Sunday or public holiday in the place of receipt of that communication.

## 11. General

- (a) Terms used in this Agreement have the same meaning as the terms defined in the Scheme Implementation Agreement unless the context requires otherwise.
- (b) Each party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) reasonably requested by the other party to give effect to this Agreement or required by law, including lodging any substantial holding notices required to be lodged in accordance with the Corporations Act 2001 (Cth) (**Corporations Act**).
- (c) This Agreement is governed by and will be construed according to the laws of Western Australia. Each party:
  - (i) irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to this Agreement; and
  - (ii) irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where that venue falls within clause 11(c)(i).
- (d) This Agreement may not be varied.
- (e) A party cannot assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.
- (f) Any provision of this Agreement which is illegal, void or unenforceable will be ineffective to the extent only of that illegality, voidness or unenforceability without invalidating the remaining provisions.
- (g) The provisions of this Agreement will enure for the benefit of and be binding on the Parties and their respective successors and permitted substitutes and assigns and (where applicable) legal personal representatives.

- (h) To the extent permitted by law, in relation to the subject matter of this Agreement, this Agreement:
  - (i) embodies the entire understanding of the parties and constitutes the entire terms agreed upon between the parties; and
  - (ii) supersedes any prior agreement (whether or not in writing) between the parties.
- (i) Each party acknowledges that no party (nor any person acting on its behalf) has made any representation or other inducement to it to enter into this Agreement, except for representations or inducements expressly set out in this Agreement.
- (j) Each party acknowledges and confirms that it does not enter into this Agreement in reliance on any representation or other inducement by or on behalf of any other party, except for any representation or inducement expressly set out in this Agreement.
- (k) This Agreement may be executed in any number of counterparts including by electronic counterparts. All counterparts will be taken to constitute one instrument.

## 12. Interpretation

In this Agreement:

- (a) headings are for convenience only and do not affect interpretation;
- (b) specifying anything after the words 'including', 'includes', 'for example' or any similar expression does not limit what else is included unless there is express wording to the contrary;

and unless the context indicates a contrary intention:

- (c) the expression 'person' includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (e) a reference to any document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (g) words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender;
- (h) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this Agreement, and a



reference to this Agreement includes any schedule, exhibit or annexure to this Agreement;

- (i) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (j) the word 'includes' in any form is not a word of limitation;
- (k) a reference to '\$' or 'dollar' is to Australian currency; and
- (l) if any day appointed or specified by this Agreement for the payment of any money or doing of any thing falls on a day which is not a business Day, the day so appointed or specified shall be deemed to be the next business Day.

## Schedule

### Item 1. Shareholder's name and contact details

Name of Shareholder	JAMES DAVID TAYLOR
Address	PO BOX 656, BONDI JUNCTION NSW, 1355
Email	jamie@itsmanagement.net
Attention	Jamie Taylor

### Item 2. Shareholder Shares

4,550,000 fully paid ordinary shares in the capital of Spookfish.

**Executed as an Agreement**

**Executed by Hoperidge Enterprises Pty Ltd  
ACN 058 568 835 atf Jones Family Trust in  
accordance with section 127 of the  
Corporations Act:**


  
\_\_\_\_\_  
Signature of Sole Director/Director


ROD JONES  
\_\_\_\_\_  
Name of Sole Director/Director in full

  
\_\_\_\_\_  
Signature of Sole Director/Director

CAROL JONES  
\_\_\_\_\_  
Name of Sole Director/Director in full

**Signed by JAMES DAVID TAYLOR in the** )  
**presence of:** )  
 )

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature of Witness

KEMPER SHAW  
\_\_\_\_\_  
Name of Witness in full

## Voting Agreement

This Agreement is made Friday the 7<sup>th</sup> day of September 2018

**Parties**                    **Hoperidge Enterprises Pty Ltd (ACN 058 568 835) atf Jones Family Trust of 3/93**  
South Perth Esplanade, South Perth, WA 6151 (**Hoperidge**)

and

**The Party in Item 1 of the Schedule (Shareholder)**

**This Agreement provides**

**1. Background**

- (a) Spookfish Limited ACN 123 511 017 (**Spookfish**) has entered into a scheme implementation agreement with its largest shareholder, Eagle View Technologies, Inc. (**EVT**), under which EVT has agreed to acquire all of the remaining fully paid ordinary shares in the capital of Spookfish (each a **Share**) that it does not already own (**Scheme Implementation Agreement**).
- (b) The Shareholder is the legal and beneficial owner of the Shares set out in Item 2 of the Schedule (**Shareholder Shares**).
- (c) Hoperidge proposes to make a public statement of intention that it will vote in favour of the Scheme provided the Scheme Consideration is increased to \$0.09 per Share.
- (d) Hoperidge is seeking the support of the Shareholder to vote in favour of the Scheme if the Scheme Consideration is increased on the terms and conditions of this Agreement.

**2. Vote in favour of the Scheme**

In consideration of the mutual promises set out in this Agreement if EVT varies the Scheme Implementation Agreement to increase the Scheme Consideration to \$0.09 per Share, the Shareholder irrevocably undertakes to:

- (a) exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal; and
- (b) do everything (including executing any document and making any election) that is reasonably required, to exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal, including completing, signing and lodging one or more proxy forms consistent with the undertaking in clause 2(a) above on behalf of the Shareholder.

**3. Power of Attorney**

By this clause the Shareholder grants Hoperidge an irrevocable power of attorney to:

- (a) exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal on the Shareholder's behalf; and

- (b) do everything (including executing any document and making any election) that is reasonably required, to exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal, including completing, signing and lodging one or more proxy forms consistent with the undertaking in clause 3(a) above on behalf of the Shareholder,

provided that EVT varies the Scheme Implementation Agreement to increase the Scheme Consideration to \$0.09 per Share.

#### **4. Obligations of Hoperidge**

In consideration of the mutual promises set out in this Agreement, if EVT varies the Scheme Implementation Agreement to increase the Scheme Consideration to \$0.09 per Share, Hoperidge undertakes to exercise all votes attaching to the Shareholder Shares as power of attorney of the Shareholder in favour of the Scheme in the absence of a Superior Proposal.

#### **5. Prohibited Actions**

The Shareholder agrees that from the date of execution of this Agreement until the termination of this Agreement, other than pursuant to a transaction contemplated by this Agreement, the Shareholder will not Dispose or Encumber any Shareholder Shares.

For the purposes of this clause 5:

**"Dispose"** has the meaning given by the Listing Rules; and

**"Encumbrance"** means a mortgage, charge, pledge, lien, hypothecation or third party interest of any kind whatsoever, or an agreement or arrangement to create any of them or to allow any of them to exist and **Encumber** has a corresponding meaning.

#### **6. Warranties**

The Shareholder warrants to Hoperidge that:

- (a) it is the legal and beneficial owner of the Shareholder Shares;
- (b) the Shareholder Shares will at all relevant times be free from any Encumbrance (other than an Encumbrance (as defined in clause 5) created by this Agreement);
- (c) it has full power and authority to enter into this Agreement; and
- (d) where the Shareholder enters into this Agreement as trustee of a trust:
  - (i) the Shareholder has full power and lawful authority to execute and deliver this Agreement and to consummate and perform its obligations under this Agreement in its capacity as trustee of the trust; and
  - (ii) the beneficiaries of the trust have given their fully informed consent to the Shareholder entering into this Agreement, where such consent is necessary to authorise the Shareholder to enter into this Agreement; and
  - (iii) the execution and performance of this Agreement is not in breach of any trust, deed, contract or other obligation to which it is bound.

**7. Expiry and Termination**

This Agreement will expire and terminate and there will be no continuing rights or obligations of either party (other than the warranties set out in clause 6) if:

- (a) the Scheme Implementation Agreement is terminated; or
- (b) the Scheme is implemented.

**8. Confidentiality and Consent**

- (a) The fact and terms of this Agreement must be kept confidential until the announcement of the intentions of Hoperidge.
- (b) The Shareholder consents to the inclusion of references to it and the subject matter of this Agreement in any public announcement in relation to the Scheme, the intentions of Hoperidge or a substantial shareholder notice of Hoperidge.

**9. Acknowledgement by Shareholder**

The Shareholder acknowledges that:

- (a) it has had the opportunity to take legal advice in relation to its entry into this Agreement; and
- (b) it understands the irrevocable and binding nature of the commitments in this Agreement.

**10. Notices**

Any communication under or in connection with this Agreement:

- (a) must be in legible writing and in English;
- (b) must be addressed as shown below:
  - (i) if to Hoperidge:  

Address:	Logan Robertson
Attention:	Level 8, 125 St Georges Terrace, Perth WA 6000
Email:	logan.robertson@hoperidge.com.au
  - (ii) if to the Shareholder to the contact details in Item 1 of the Schedule.  
(or as otherwise notified by that party to the other party from time to time);
- (c) must be signed by the party making the communication or (on its behalf) by the solicitor for, or by any attorney, director, secretary, or authorised agent of, that party;
- (d) must be delivered or posted by prepaid post to the address, or sent by fax to the number, of the addressee, or sent by email to the addressee, in accordance with clause 101.1(b)1.1(b); and

- (e) will be deemed to be received by the addressee:
- (i) (in the case of prepaid post) on the third business day after the date of posting to an address within Australia, and on the fifth business day after the date of posting to an address outside Australia;
  - (ii) (in the case of delivery by hand) on delivery at the address of the addressee as provided in clause 101.1(b), unless that delivery is made on a non business day, or after 5.00 pm on a business day, when that communication will be deemed to be received at 9.00 am on the next business day; and
  - (iii) (in the case of email) when it is received by the addressee's server,
- and where 'business day' means a day which is not a Saturday, Sunday or public holiday in the place of receipt of that communication.

## 11. General

- (a) Terms used in this Agreement have the same meaning as the terms defined in the Scheme Implementation Agreement unless the context requires otherwise.
- (b) Each party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) reasonably requested by the other party to give effect to this Agreement or required by law, including lodging any substantial holding notices required to be lodged in accordance with the Corporations Act 2001 (Cth) (**Corporations Act**).
- (c) This Agreement is governed by and will be construed according to the laws of Western Australia. Each party:
  - (i) irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to this Agreement; and
  - (ii) irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where that venue falls within clause 11(c)(i).
- (d) This Agreement may not be varied.
- (e) A party cannot assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.
- (f) Any provision of this Agreement which is illegal, void or unenforceable will be ineffective to the extent only of that illegality, voidness or unenforceability without invalidating the remaining provisions.
- (g) The provisions of this Agreement will enure for the benefit of and be binding on the Parties and their respective successors and permitted substitutes and assigns and (where applicable) legal personal representatives.

- (h) To the extent permitted by law, in relation to the subject matter of this Agreement, this Agreement:
  - (i) embodies the entire understanding of the parties and constitutes the entire terms agreed upon between the parties; and
  - (ii) supersedes any prior agreement (whether or not in writing) between the parties.
- (i) Each party acknowledges that no party (nor any person acting on its behalf) has made any representation or other inducement to it to enter into this Agreement, except for representations or inducements expressly set out in this Agreement.
- (j) Each party acknowledges and confirms that it does not enter into this Agreement in reliance on any representation or other inducement by or on behalf of any other party, except for any representation or inducement expressly set out in this Agreement.
- (k) This Agreement may be executed in any number of counterparts including by electronic counterparts. All counterparts will be taken to constitute one instrument.

## **12. Interpretation**

In this Agreement:

- (a) headings are for convenience only and do not affect interpretation;
- (b) specifying anything after the words 'including', 'includes', 'for example' or any similar expression does not limit what else is included unless there is express wording to the contrary;

and unless the context indicates a contrary intention:

- (c) the expression 'person' includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (e) a reference to any document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (g) words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender;
- (h) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this Agreement, and a



reference to this Agreement includes any schedule, exhibit or annexure to this Agreement;

- (i) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (j) the word 'includes' in any form is not a word of limitation;
- (k) a reference to '\$' or 'dollar' is to Australian currency; and
- (l) if any day appointed or specified by this Agreement for the payment of any money or doing of any thing falls on a day which is not a business Day, the day so appointed or specified shall be deemed to be the next business Day.

## Schedule

### Item 1. Shareholder's name and contact details

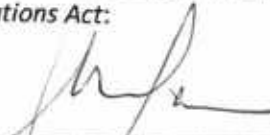
<b>Name of Shareholder</b>	MR JAMES TAYLOR + MS MARION TAYLOR <ITS MANAGEMENT S/F A/C>
<b>Address</b>	PO BOX 656, BONDI JUNCTION NSW, 1355
<b>Email</b>	jamie@itsmanagement.net
<b>Attention</b>	Jamie Taylor

### Item 2. Shareholder Shares

11,375,000 fully paid ordinary shares in the capital of Spookfish.

**Executed as an Agreement**

**Executed by Hoperidge Enterprises Pty Ltd  
ACN 058 568 835 atf Jones Family Trust in  
accordance with section 127 of the  
Corporations Act:**

  
\_\_\_\_\_  
Signature of Sole Director/Director

ROD JONES  
\_\_\_\_\_  
Name of Sole Director/Director in full

  
\_\_\_\_\_  
Signature of Sole Director/Director

CAROL JONES  
\_\_\_\_\_  
Name of Sole Director/Director in full


**Signed by MR JAMES TAYLOR + MS MARION  
TAYLOR <ITS MANAGEMENT S/F A/C> in the  
presence of:** )  
)  
)

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature of Witness

KEMPER SHAW  
\_\_\_\_\_  
Name of Witness in full

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature of Witness

KEMPER SHAW  
\_\_\_\_\_  
Name of Witness in full

## Voting Agreement

This Agreement is made Friday the 7<sup>th</sup> day of September 2018

**Parties**                    **Hoperidge Enterprises Pty Ltd (ACN 058 568 835) atf Jones Family Trust of 3/93**  
South Perth Esplanade, South Perth, WA 6151 (**Hoperidge**)

and

**The Party in Item 1 of the Schedule (Shareholder)**

**This Agreement provides**

### **1. Background**

- (a) Spookfish Limited ACN 123 511 017 (**Spookfish**) has entered into a scheme implementation agreement with its largest shareholder, Eagle View Technologies, Inc. (**EVT**), under which EVT has agreed to acquire all of the remaining fully paid ordinary shares in the capital of Spookfish (each a **Share**) that it does not already own (**Scheme Implementation Agreement**).
- (b) The Shareholder is the legal and beneficial owner of the Shares set out in Item 2 of the Schedule (**Shareholder Shares**).
- (c) Hoperidge proposes to make a public statement of intention that it will vote in favour of the Scheme provided the Scheme Consideration is increased to \$0.09 per Share.
- (d) Hoperidge is seeking the support of the Shareholder to vote in favour of the Scheme if the Scheme Consideration is increased on the terms and conditions of this Agreement.

### **2. Vote in favour of the Scheme**

In consideration of the mutual promises set out in this Agreement if EVT varies the Scheme Implementation Agreement to increase the Scheme Consideration to \$0.09 per Share, the Shareholder irrevocably undertakes to:

- (a) exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal; and
- (b) do everything (including executing any document and making any election) that is reasonably required, to exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal, including completing, signing and lodging one or more proxy forms consistent with the undertaking in clause 2(a) above on behalf of the Shareholder.

### **3. Power of Attorney**

By this clause the Shareholder grants Hoperidge an irrevocable power of attorney to:

- (a) exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal on the Shareholder's behalf; and

- (b) do everything (including executing any document and making any election) that is reasonably required, to exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal, including completing, signing and lodging one or more proxy forms consistent with the undertaking in clause 3(a) above on behalf of the Shareholder,

provided that EVT varies the Scheme Implementation Agreement to increase the Scheme Consideration to \$0.09 per Share.

#### **4. Obligations of Hoperidge**

In consideration of the mutual promises set out in this Agreement, if EVT varies the Scheme Implementation Agreement to increase the Scheme Consideration to \$0.09 per Share, Hoperidge undertakes to exercise all votes attaching to the Shareholder Shares as power of attorney of the Shareholder in favour of the Scheme in the absence of a Superior Proposal.

#### **5. Prohibited Actions**

The Shareholder agrees that from the date of execution of this Agreement until the termination of this Agreement, other than pursuant to a transaction contemplated by this Agreement, the Shareholder will not Dispose or Encumber any Shareholder Shares.

For the purposes of this clause 5:

**"Dispose"** has the meaning given by the Listing Rules; and

**"Encumbrance"** means a mortgage, charge, pledge, lien, hypothecation or third party interest of any kind whatsoever, or an agreement or arrangement to create any of them or to allow any of them to exist and **Encumber** has a corresponding meaning.

#### **6. Warranties**

The Shareholder warrants to Hoperidge that:

- (a) it is the legal and beneficial owner of the Shareholder Shares;
- (b) the Shareholder Shares will at all relevant times be free from any Encumbrance (other than an Encumbrance (as defined in clause 5) created by this Agreement);
- (c) it has full power and authority to enter into this Agreement; and
- (d) where the Shareholder enters into this Agreement as trustee of a trust:
  - (i) the Shareholder has full power and lawful authority to execute and deliver this Agreement and to consummate and perform its obligations under this Agreement in its capacity as trustee of the trust; and
  - (ii) the beneficiaries of the trust have given their fully informed consent to the Shareholder entering into this Agreement, where such consent is necessary to authorise the Shareholder to enter into this Agreement; and
  - (iii) the execution and performance of this Agreement is not in breach of any trust, deed, contract or other obligation to which it is bound.

**7. Expiry and Termination**

This Agreement will expire and terminate and there will be no continuing rights or obligations of either party (other than the warranties set out in clause 6) if:

- (a) the Scheme Implementation Agreement is terminated; or
- (b) the Scheme is implemented.

**8. Confidentiality and Consent**

- (a) The fact and terms of this Agreement must be kept confidential until the announcement of the intentions of Hoperidge.
- (b) The Shareholder consents to the inclusion of references to it and the subject matter of this Agreement in any public announcement in relation to the Scheme, the intentions of Hoperidge or a substantial shareholder notice of Hoperidge.

**9. Acknowledgement by Shareholder**

The Shareholder acknowledges that:

- (a) it has had the opportunity to take legal advice in relation to its entry into this Agreement; and
- (b) it understands the irrevocable and binding nature of the commitments in this Agreement.

**10. Notices**

Any communication under or in connection with this Agreement:

- (a) must be in legible writing and in English;
- (b) must be addressed as shown below:
  - (i) if to Hoperidge:  

Address:	Logan Robertson
Attention:	Level 8, 125 St Georges Terrace, Perth WA 6000
Email:	logan.robertson@hoperidge.com.au
  - (ii) if to the Shareholder to the contact details in Item 1 of the Schedule.  
(or as otherwise notified by that party to the other party from time to time);
- (c) must be signed by the party making the communication or (on its behalf) by the solicitor for, or by any attorney, director, secretary, or authorised agent of, that party;
- (d) must be delivered or posted by prepaid post to the address, or sent by fax to the number, of the addressee, or sent by email to the addressee, in accordance with clause 101.1(b)1.1(b); and

- (e) will be deemed to be received by the addressee:
- (i) (in the case of prepaid post) on the third business day after the date of posting to an address within Australia, and on the fifth business day after the date of posting to an address outside Australia;
  - (ii) (in the case of delivery by hand) on delivery at the address of the addressee as provided in clause 101.1(b), unless that delivery is made on a non business day, or after 5.00 pm on a business day, when that communication will be deemed to be received at 9.00 am on the next business day; and
  - (iii) (in the case of email) when it is received by the addressee's server,
- and where 'business day' means a day which is not a Saturday, Sunday or public holiday in the place of receipt of that communication.

## 11. General

- (a) Terms used in this Agreement have the same meaning as the terms defined in the Scheme Implementation Agreement unless the context requires otherwise.
- (b) Each party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) reasonably requested by the other party to give effect to this Agreement or required by law, including lodging any substantial holding notices required to be lodged in accordance with the Corporations Act 2001 (Cth) (**Corporations Act**).
- (c) This Agreement is governed by and will be construed according to the laws of Western Australia. Each party:
  - (i) irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to this Agreement; and
  - (ii) irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where that venue falls within clause 11(c)(i).
- (d) This Agreement may not be varied.
- (e) A party cannot assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.
- (f) Any provision of this Agreement which is illegal, void or unenforceable will be ineffective to the extent only of that illegality, voidness or unenforceability without invalidating the remaining provisions.
- (g) The provisions of this Agreement will enure for the benefit of and be binding on the Parties and their respective successors and permitted substitutes and assigns and (where applicable) legal personal representatives.

- (h) To the extent permitted by law, in relation to the subject matter of this Agreement, this Agreement:
  - (i) embodies the entire understanding of the parties and constitutes the entire terms agreed upon between the parties; and
  - (ii) supersedes any prior agreement (whether or not in writing) between the parties.
- (i) Each party acknowledges that no party (nor any person acting on its behalf) has made any representation or other inducement to it to enter into this Agreement, except for representations or inducements expressly set out in this Agreement.
- (j) Each party acknowledges and confirms that it does not enter into this Agreement in reliance on any representation or other inducement by or on behalf of any other party, except for any representation or inducement expressly set out in this Agreement.
- (k) This Agreement may be executed in any number of counterparts including by electronic counterparts. All counterparts will be taken to constitute one instrument.

## **12. Interpretation**

In this Agreement:

- (a) headings are for convenience only and do not affect interpretation;
- (b) specifying anything after the words 'including', 'includes', 'for example' or any similar expression does not limit what else is included unless there is express wording to the contrary;

and unless the context indicates a contrary intention:

- (c) the expression 'person' includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (e) a reference to any document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (g) words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender;
- (h) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this Agreement, and a



reference to this Agreement includes any schedule, exhibit or annexure to this Agreement;

- (i) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (j) the word 'includes' in any form is not a word of limitation;
- (k) a reference to '\$' or 'dollar' is to Australian currency; and
- (l) if any day appointed or specified by this Agreement for the payment of any money or doing of any thing falls on a day which is not a business Day, the day so appointed or specified shall be deemed to be the next business Day.

## Schedule

### Item 1. Shareholder's name and contact details

<b>Name of Shareholder</b>	WILLIAM TAYLOR NOMINEES PTY LTD
<b>Address</b>	PO BOX 656, BONDI JUNCTION NSW, 1355
<b>Email</b>	jamie@itsmanagement.net
<b>Attention</b>	Jamie Taylor


### Item 2. Shareholder Shares

12,944,781 fully paid ordinary shares in the capital of Spookfish.
--

**Executed as an Agreement**

**Executed by Hoperidge Enterprises Pty Ltd  
ACN 058 568 835 atf Jones Family Trust in  
accordance with section 127 of the  
Corporations Act:**

  
\_\_\_\_\_  
Signature of Sole Director/Director

  
\_\_\_\_\_  
Name of Sole Director/Director in full

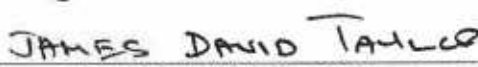
  
\_\_\_\_\_  
Signature of Sole Director/Director

  
\_\_\_\_\_  
Name of Sole Director/Director in full

**Company**

**Executed by WILLIAM TAYLOR NOMINEES  
PTY LTD in accordance with section 127 of  
the Corporations Act:**

  
\_\_\_\_\_  
Signature of Sole Director/Director

  
\_\_\_\_\_  
Name of Sole Director/Director in full

\_\_\_\_\_  
Signature of Secretary/other Director

\_\_\_\_\_  
Name of Secretary/other Director in full

## Voting Agreement

This Agreement is made Friday the 7<sup>th</sup> day of September 2018

**Parties**                    **Hoperidge Enterprises Pty Ltd (ACN 058 568 835) atf Jones Family Trust of 3/93**  
South Perth Esplanade, South Perth, WA 6151 (**Hoperidge**)

and

**The Party in Item 1 of the Schedule (Shareholder)**

**This Agreement provides**

### **1. Background**

- (a) Spookfish Limited ACN 123 511 017 (**Spookfish**) has entered into a scheme implementation agreement with its largest shareholder, Eagle View Technologies, Inc. (**EVT**), under which EVT has agreed to acquire all of the remaining fully paid ordinary shares in the capital of Spookfish (each a **Share**) that it does not already own (**Scheme Implementation Agreement**).
- (b) The Shareholder is the legal and beneficial owner of the Shares set out in Item 2 of the Schedule (**Shareholder Shares**).
- (c) Hoperidge proposes to make a public statement of intention that it will vote in favour of the Scheme provided the Scheme Consideration is increased to \$0.09 per Share.
- (d) Hoperidge is seeking the support of the Shareholder to vote in favour of the Scheme if the Scheme Consideration is increased on the terms and conditions of this Agreement.

### **2. Vote in favour of the Scheme**

In consideration of the mutual promises set out in this Agreement if EVT varies the Scheme Implementation Agreement to increase the Scheme Consideration to \$0.09 per Share, the Shareholder irrevocably undertakes to:

- (a) exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal; and
- (b) do everything (including executing any document and making any election) that is reasonably required, to exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal, including completing, signing and lodging one or more proxy forms consistent with the undertaking in clause 2(a) above on behalf of the Shareholder.

### **3. Power of Attorney**

By this clause the Shareholder grants Hoperidge an irrevocable power of attorney to:

- (a) exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal on the Shareholder's behalf; and

- (b) do everything (including executing any document and making any election) that is reasonably required, to exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal, including completing, signing and lodging one or more proxy forms consistent with the undertaking in clause 3(a) above on behalf of the Shareholder,

provided that EVT varies the Scheme Implementation Agreement to increase the Scheme Consideration to \$0.09 per Share.

#### **4. Obligations of Hoperidge**

In consideration of the mutual promises set out in this Agreement, if EVT varies the Scheme Implementation Agreement to increase the Scheme Consideration to \$0.09 per Share, Hoperidge undertakes to exercise all votes attaching to the Shareholder Shares as power of attorney of the Shareholder in favour of the Scheme in the absence of a Superior Proposal.

#### **5. Prohibited Actions**

The Shareholder agrees that from the date of execution of this Agreement until the termination of this Agreement, other than pursuant to a transaction contemplated by this Agreement, the Shareholder will not Dispose or Encumber any Shareholder Shares.

For the purposes of this clause 5:

**"Dispose"** has the meaning given by the Listing Rules; and

**"Encumbrance"** means a mortgage, charge, pledge, lien, hypothecation or third party interest of any kind whatsoever, or an agreement or arrangement to create any of them or to allow any of them to exist and **Encumber** has a corresponding meaning.

#### **6. Warranties**

The Shareholder warrants to Hoperidge that:

- (a) it is the legal and beneficial owner of the Shareholder Shares;
- (b) the Shareholder Shares will at all relevant times be free from any Encumbrance (other than an Encumbrance (as defined in clause 5) created by this Agreement);
- (c) it has full power and authority to enter into this Agreement; and
- (d) where the Shareholder enters into this Agreement as trustee of a trust:
  - (i) the Shareholder has full power and lawful authority to execute and deliver this Agreement and to consummate and perform its obligations under this Agreement in its capacity as trustee of the trust; and
  - (ii) the beneficiaries of the trust have given their fully informed consent to the Shareholder entering into this Agreement, where such consent is necessary to authorise the Shareholder to enter into this Agreement; and
  - (iii) the execution and performance of this Agreement is not in breach of any trust, deed, contract or other obligation to which it is bound.

**7. Expiry and Termination**

This Agreement will expire and terminate and there will be no continuing rights or obligations of either party (other than the warranties set out in clause 6) if:

- (a) the Scheme Implementation Agreement is terminated; or
- (b) the Scheme is implemented.

**8. Confidentiality and Consent**

- (a) The fact and terms of this Agreement must be kept confidential until the announcement of the intentions of Hoperidge.
- (b) The Shareholder consents to the inclusion of references to it and the subject matter of this Agreement in any public announcement in relation to the Scheme, the intentions of Hoperidge or a substantial shareholder notice of Hoperidge.

**9. Acknowledgement by Shareholder**

The Shareholder acknowledges that:

- (a) it has had the opportunity to take legal advice in relation to its entry into this Agreement; and
- (b) it understands the irrevocable and binding nature of the commitments in this Agreement.

**10. Notices**

Any communication under or in connection with this Agreement:

- (a) must be in legible writing and in English;
- (b) must be addressed as shown below:
  - (i) if to Hoperidge:  

Address:	Logan Robertson
Attention:	Level 8, 125 St Georges Terrace, Perth WA 6000
Email:	logan.robertson@hoperidge.com.au
  - (ii) if to the Shareholder to the contact details in Item 1 of the Schedule.  
(or as otherwise notified by that party to the other party from time to time);
- (c) must be signed by the party making the communication or (on its behalf) by the solicitor for, or by any attorney, director, secretary, or authorised agent of, that party;
- (d) must be delivered or posted by prepaid post to the address, or sent by fax to the number, of the addressee, or sent by email to the addressee, in accordance with clause 101.1(b)1.1(b); and

- (e) will be deemed to be received by the addressee:
- (i) (in the case of prepaid post) on the third business day after the date of posting to an address within Australia, and on the fifth business day after the date of posting to an address outside Australia;
  - (ii) (in the case of delivery by hand) on delivery at the address of the addressee as provided in clause 101.1(b), unless that delivery is made on a non business day, or after 5.00 pm on a business day, when that communication will be deemed to be received at 9.00 am on the next business day; and
  - (iii) (in the case of email) when it is received by the addressee's server,
- and where 'business day' means a day which is not a Saturday, Sunday or public holiday in the place of receipt of that communication.

## 11. General

- (a) Terms used in this Agreement have the same meaning as the terms defined in the Scheme Implementation Agreement unless the context requires otherwise.
- (b) Each party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) reasonably requested by the other party to give effect to this Agreement or required by law, including lodging any substantial holding notices required to be lodged in accordance with the Corporations Act 2001 (Cth) (**Corporations Act**).
- (c) This Agreement is governed by and will be construed according to the laws of Western Australia. Each party:
  - (i) irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to this Agreement; and
  - (ii) irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where that venue falls within clause 11(c)(i).
- (d) This Agreement may not be varied.
- (e) A party cannot assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.
- (f) Any provision of this Agreement which is illegal, void or unenforceable will be ineffective to the extent only of that illegality, voidness or unenforceability without invalidating the remaining provisions.
- (g) The provisions of this Agreement will enure for the benefit of and be binding on the Parties and their respective successors and permitted substitutes and assigns and (where applicable) legal personal representatives.

- (h) To the extent permitted by law, in relation to the subject matter of this Agreement, this Agreement:
  - (i) embodies the entire understanding of the parties and constitutes the entire terms agreed upon between the parties; and
  - (ii) supersedes any prior agreement (whether or not in writing) between the parties.
- (i) Each party acknowledges that no party (nor any person acting on its behalf) has made any representation or other inducement to it to enter into this Agreement, except for representations or inducements expressly set out in this Agreement.
- (j) Each party acknowledges and confirms that it does not enter into this Agreement in reliance on any representation or other inducement by or on behalf of any other party, except for any representation or inducement expressly set out in this Agreement.
- (k) This Agreement may be executed in any number of counterparts including by electronic counterparts. All counterparts will be taken to constitute one instrument.

## 12. Interpretation

In this Agreement:

- (a) headings are for convenience only and do not affect interpretation;
- (b) specifying anything after the words 'including', 'includes', 'for example' or any similar expression does not limit what else is included unless there is express wording to the contrary;

and unless the context indicates a contrary intention:

- (c) the expression 'person' includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (e) a reference to any document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (g) words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender;
- (h) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this Agreement, and a



reference to this Agreement includes any schedule, exhibit or annexure to this Agreement;

- (i) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (j) the word 'includes' in any form is not a word of limitation;
- (k) a reference to '\$' or 'dollar' is to Australian currency; and
- (l) if any day appointed or specified by this Agreement for the payment of any money or doing of any thing falls on a day which is not a business Day, the day so appointed or specified shall be deemed to be the next business Day.

## Schedule

### Item 1. Shareholder's name and contact details

<b>Name of Shareholder</b>	ACEWORLD HOLDINGS PTY LTD <DHI A/C>
<b>Address</b>	PO BOX 656, BONDI JUNCTION NSW, 1355
<b>Email</b>	jamie@itsmanagement.net
<b>Attention</b>	Jamie Taylor

### Item 2. Shareholder Shares

5,545,000 fully paid ordinary shares in the capital of Spookfish.
---

**Executed as an Agreement**

**Executed by Hoperidge Enterprises Pty Ltd  
ACN 058 568 835 atf Jones Family Trust in  
accordance with section 127 of the  
Corporations Act:**

  
\_\_\_\_\_  
Signature of Sole Director/Director

ROD JONES  
\_\_\_\_\_  
Name of Sole Director/Director in full

  
\_\_\_\_\_  
Signature of Sole Director/Director

CAROL JONES  
\_\_\_\_\_  
Name of Sole Director/Director in full

**Executed by ACEWORLD HOLDINGS PTY LTD  
<DHI A/C> in accordance with section 127 of  
the Corporations Act:**

  
\_\_\_\_\_  
Signature of Sole Director/Director

JAMES DAVID TAYLOR  
\_\_\_\_\_  
Name of Sole Director/Director in full

\_\_\_\_\_  
Signature of Secretary/other Director

\_\_\_\_\_  
Name of Secretary/other Director in full

## Voting Agreement

This Agreement is made Friday the 7<sup>th</sup> day of September 2018

**Parties**                    **Hoperidge Enterprises Pty Ltd (ACN 058 568 835) atf Jones Family Trust of 3/93**  
South Perth Esplanade, South Perth, WA 6151 (**Hoperidge**)

and

**The Party in Item 1 of the Schedule (Shareholder)**

**This Agreement provides**

### **1. Background**

- (a) Spookfish Limited ACN 123 511 017 (**Spookfish**) has entered into a scheme implementation agreement with its largest shareholder, Eagle View Technologies, Inc. (**EVT**), under which EVT has agreed to acquire all of the remaining fully paid ordinary shares in the capital of Spookfish (each a **Share**) that it does not already own (**Scheme Implementation Agreement**).
- (b) The Shareholder is the legal and beneficial owner of the Shares set out in Item 2 of the Schedule (**Shareholder Shares**).
- (c) Hoperidge proposes to make a public statement of intention that it will vote in favour of the Scheme provided the Scheme Consideration is increased to \$0.09 per Share.
- (d) Hoperidge is seeking the support of the Shareholder to vote in favour of the Scheme if the Scheme Consideration is increased on the terms and conditions of this Agreement.

### **2. Vote in favour of the Scheme**

In consideration of the mutual promises set out in this Agreement if EVT varies the Scheme Implementation Agreement to increase the Scheme Consideration to \$0.09 per Share, the Shareholder irrevocably undertakes to:

- (a) exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal; and
- (b) do everything (including executing any document and making any election) that is reasonably required, to exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal, including completing, signing and lodging one or more proxy forms consistent with the undertaking in clause 2(a) above on behalf of the Shareholder.

### **3. Power of Attorney**

By this clause the Shareholder grants Hoperidge an irrevocable power of attorney to:

- (a) exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal on the Shareholder's behalf; and

- (b) do everything (including executing any document and making any election) that is reasonably required, to exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal, including completing, signing and lodging one or more proxy forms consistent with the undertaking in clause 3(a) above on behalf of the Shareholder,

provided that EVT varies the Scheme Implementation Agreement to increase the Scheme Consideration to \$0.09 per Share.

#### 4. **Obligations of Hoperidge**

In consideration of the mutual promises set out in this Agreement, if EVT varies the Scheme Implementation Agreement to increase the Scheme Consideration to \$0.09 per Share, Hoperidge undertakes to exercise all votes attaching to the Shareholder Shares as power of attorney of the Shareholder in favour of the Scheme in the absence of a Superior Proposal.

#### 5. **Prohibited Actions**

The Shareholder agrees that from the date of execution of this Agreement until the termination of this Agreement, other than pursuant to a transaction contemplated by this Agreement, the Shareholder will not Dispose or Encumber any Shareholder Shares.

For the purposes of this clause 5:

**"Dispose"** has the meaning given by the Listing Rules; and

**"Encumbrance"** means a mortgage, charge, pledge, lien, hypothecation or third party interest of any kind whatsoever, or an agreement or arrangement to create any of them or to allow any of them to exist and **Encumber** has a corresponding meaning.

#### 6. **Warranties**

The Shareholder warrants to Hoperidge that:

- (a) it is the legal and beneficial owner of the Shareholder Shares;
- (b) the Shareholder Shares will at all relevant times be free from any Encumbrance (other than an Encumbrance (as defined in clause 5) created by this Agreement);
- (c) it has full power and authority to enter into this Agreement; and
- (d) where the Shareholder enters into this Agreement as trustee of a trust:
  - (i) the Shareholder has full power and lawful authority to execute and deliver this Agreement and to consummate and perform its obligations under this Agreement in its capacity as trustee of the trust; and
  - (ii) the beneficiaries of the trust have given their fully informed consent to the Shareholder entering into this Agreement, where such consent is necessary to authorise the Shareholder to enter into this Agreement; and
  - (iii) the execution and performance of this Agreement is not in breach of any trust, deed, contract or other obligation to which it is bound.

**7. Expiry and Termination**

This Agreement will expire and terminate and there will be no continuing rights or obligations of either party (other than the warranties set out in clause 6) if:

- (a) the Scheme Implementation Agreement is terminated; or
- (b) the Scheme is implemented.

**8. Confidentiality and Consent**

- (a) The fact and terms of this Agreement must be kept confidential until the announcement of the intentions of Hoperidge.
- (b) The Shareholder consents to the inclusion of references to it and the subject matter of this Agreement in any public announcement in relation to the Scheme, the intentions of Hoperidge or a substantial shareholder notice of Hoperidge.

**9. Acknowledgement by Shareholder**

The Shareholder acknowledges that:

- (a) it has had the opportunity to take legal advice in relation to its entry into this Agreement; and
- (b) it understands the irrevocable and binding nature of the commitments in this Agreement.

**10. Notices**

Any communication under or in connection with this Agreement:

- (a) must be in legible writing and in English;
- (b) must be addressed as shown below:
  - (i) if to Hoperidge:  

Address:	Logan Robertson
Attention:	Level 8, 125 St Georges Terrace, Perth WA 6000
Email:	logan.robertson@hoperidge.com.au
  - (ii) if to the Shareholder to the contact details in Item 1 of the Schedule.  
(or as otherwise notified by that party to the other party from time to time);
- (c) must be signed by the party making the communication or (on its behalf) by the solicitor for, or by any attorney, director, secretary, or authorised agent of, that party;
- (d) must be delivered or posted by prepaid post to the address, or sent by fax to the number, of the addressee, or sent by email to the addressee, in accordance with clause 101.1(b)1.1(b); and
- (e) will be deemed to be received by the addressee:

- (i) (in the case of prepaid post) on the third business day after the date of posting to an address within Australia, and on the fifth business day after the date of posting to an address outside Australia;
- (ii) (in the case of delivery by hand) on delivery at the address of the addressee as provided in clause 101.1(b), unless that delivery is made on a non business day, or after 5.00 pm on a business day, when that communication will be deemed to be received at 9.00 am on the next business day; and
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and where 'business day' means a day which is not a Saturday, Sunday or public holiday in the place of receipt of that communication.

## 11. General

- (a) Terms used in this Agreement have the same meaning as the terms defined in the Scheme Implementation Agreement unless the context requires otherwise.
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- (c) This Agreement is governed by and will be construed according to the laws of Western Australia. Each party:
  - (i) irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to this Agreement; and
  - (ii) irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where that venue falls within clause 11(c)(i).
- (d) This Agreement may not be varied.
- (e) A party cannot assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.
- (f) Any provision of this Agreement which is illegal, void or unenforceable will be ineffective to the extent only of that illegality, voidness or unenforceability without invalidating the remaining provisions.
- (g) The provisions of this Agreement will enure for the benefit of and be binding on the Parties and their respective successors and permitted substitutes and assigns and (where applicable) legal personal representatives.
- (h) To the extent permitted by law, in relation to the subject matter of this Agreement, this Agreement:

- (i) embodies the entire understanding of the parties and constitutes the entire terms agreed upon between the parties; and
- (ii) supersedes any prior agreement (whether or not in writing) between the parties.
- (i) Each party acknowledges that no party (nor any person acting on its behalf) has made any representation or other inducement to it to enter into this Agreement, except for representations or inducements expressly set out in this Agreement.
- (j) Each party acknowledges and confirms that it does not enter into this Agreement in reliance on any representation or other inducement by or on behalf of any other party, except for any representation or inducement expressly set out in this Agreement.
- (k) This Agreement may be executed in any number of counterparts including by electronic counterparts. All counterparts will be taken to constitute one instrument.

## 12. Interpretation

In this Agreement:

- (a) headings are for convenience only and do not affect interpretation;
- (b) specifying anything after the words 'including', 'includes', 'for example' or any similar expression does not limit what else is included unless there is express wording to the contrary;

and unless the context indicates a contrary intention:

- (c) the expression 'person' includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (e) a reference to any document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (g) words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender;
- (h) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this Agreement, and a reference to this Agreement includes any schedule, exhibit or annexure to this Agreement;
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- (j) the word 'includes' in any form is not a word of limitation;
- (k) a reference to '\$' or 'dollar' is to Australian currency; and
- (l) if any day appointed or specified by this Agreement for the payment of any money or doing of any thing falls on a day which is not a business Day, the day so appointed or specified shall be deemed to be the next business Day.

## Schedule

### Item 1. Shareholder's name and contact details

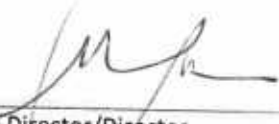
Name of Shareholder	MR KEMPER SHAW
Address	PO BOX 656, BONDI JUNCTION NSW, 1355
Email	kshaw@itsmanagement.net
Attention	MR KEMPER SHAW

### Item 2. Shareholder Shares


2,654,609 fully paid ordinary shares in the capital of Spookfish.

**Executed as an Agreement**

**Executed by Hoperidge Enterprises Pty Ltd  
ACN 058 568 835 atf Jones Family Trust in  
accordance with section 127 of the  
Corporations Act:**


  
\_\_\_\_\_  
Signature of Sole Director/Director


ROD JONES  
\_\_\_\_\_  
Name of Sole Director/Director in full

  
\_\_\_\_\_  
Signature of Sole Director/Director

CAROL JONES  
\_\_\_\_\_  
Name of Sole Director/Director in full

Signed by Kemper Shaw in the presence of: )  
)  
)

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature of Witness

JAMES DAVID TAYLOR  
\_\_\_\_\_  
Name of Witness in full

## Voting Agreement

This Agreement is made Friday the 7<sup>th</sup> day of September 2018

**Parties**                    **Hoperidge Enterprises Pty Ltd (ACN 058 568 835) atf Jones Family Trust of 3/93**  
South Perth Esplanade, South Perth, WA 6151 (**Hoperidge**)

and

**The Party in Item 1 of the Schedule (Shareholder)**

### This Agreement provides

#### 1. Background

- (a) Spookfish Limited ACN 123 511 017 (**Spookfish**) has entered into a scheme implementation agreement with its largest shareholder, Eagle View Technologies, Inc. (**EVT**), under which EVT has agreed to acquire all of the remaining fully paid ordinary shares in the capital of Spookfish (each a **Share**) that it does not already own (**Scheme Implementation Agreement**).
- (b) The Shareholder is the legal and beneficial owner of the Shares set out in Item 2 of the Schedule (**Shareholder Shares**).
- (c) Hoperidge proposes to make a public statement of intention that it will vote in favour of the Scheme provided the Scheme Consideration is increased to \$0.09 per Share.
- (d) Hoperidge is seeking the support of the Shareholder to vote in favour of the Scheme if the Scheme Consideration is increased on the terms and conditions of this Agreement.

#### 2. Vote in favour of the Scheme

In consideration of the mutual promises set out in this Agreement if EVT varies the Scheme Implementation Agreement to increase the Scheme Consideration to \$0.09 per Share, the Shareholder irrevocably undertakes to:

- (a) exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal; and
- (b) do everything (including executing any document and making any election) that is reasonably required, to exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal, including completing, signing and lodging one or more proxy forms consistent with the undertaking in clause 2(a) above on behalf of the Shareholder.

#### 3. Power of Attorney

By this clause the Shareholder grants Hoperidge an irrevocable power of attorney to:

- (a) exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal on the Shareholder's behalf; and

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provided that EVT varies the Scheme Implementation Agreement to increase the Scheme Consideration to \$0.09 per Share.

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In consideration of the mutual promises set out in this Agreement, if EVT varies the Scheme Implementation Agreement to increase the Scheme Consideration to \$0.09 per Share, Hoperidge undertakes to exercise all votes attaching to the Shareholder Shares as power of attorney of the Shareholder in favour of the Scheme in the absence of a Superior Proposal.

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The Shareholder agrees that from the date of execution of this Agreement until the termination of this Agreement, other than pursuant to a transaction contemplated by this Agreement, the Shareholder will not Dispose or Encumber any Shareholder Shares.

For the purposes of this clause 5:

**"Dispose"** has the meaning given by the Listing Rules; and

**"Encumbrance"** means a mortgage, charge, pledge, lien, hypothecation or third party interest of any kind whatsoever, or an agreement or arrangement to create any of them or to allow any of them to exist and **Encumber** has a corresponding meaning.

#### **6. Warranties**

The Shareholder warrants to Hoperidge that:

- (a) it is the legal and beneficial owner of the Shareholder Shares;
- (b) the Shareholder Shares will at all relevant times be free from any Encumbrance (other than an Encumbrance (as defined in clause 5) created by this Agreement);
- (c) it has full power and authority to enter into this Agreement; and
- (d) where the Shareholder enters into this Agreement as trustee of a trust:
  - (i) the Shareholder has full power and lawful authority to execute and deliver this Agreement and to consummate and perform its obligations under this Agreement in its capacity as trustee of the trust; and
  - (ii) the beneficiaries of the trust have given their fully informed consent to the Shareholder entering into this Agreement, where such consent is necessary to authorise the Shareholder to enter into this Agreement; and
  - (iii) the execution and performance of this Agreement is not in breach of any trust, deed, contract or other obligation to which it is bound.

**7. Expiry and Termination**

This Agreement will expire and terminate and there will be no continuing rights or obligations of either party (other than the warranties set out in clause 6) if:

- (a) the Scheme Implementation Agreement is terminated; or
- (b) the Scheme is implemented.

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- (a) The fact and terms of this Agreement must be kept confidential until the announcement of the intentions of Hoperidge.
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The Shareholder acknowledges that:

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Any communication under or in connection with this Agreement:

- (a) must be in legible writing and in English;
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  - (i) if to Hoperidge:  

Address:	Logan Robertson
Attention:	Level 8, 125 St Georges Terrace, Perth WA 6000
Email:	logan.robertson@hoperidge.com.au
  - (ii) if to the Shareholder to the contact details in Item 1 of the Schedule.  
(or as otherwise notified by that party to the other party from time to time);
- (c) must be signed by the party making the communication or (on its behalf) by the solicitor for, or by any attorney, director, secretary, or authorised agent of, that party;
- (d) must be delivered or posted by prepaid post to the address, or sent by fax to the number, of the addressee, or sent by email to the addressee, in accordance with clause 101.1(b)1.1(b); and

- (e) will be deemed to be received by the addressee:
  - (i) (in the case of prepaid post) on the third business day after the date of posting to an address within Australia, and on the fifth business day after the date of posting to an address outside Australia;
  - (ii) (in the case of delivery by hand) on delivery at the address of the addressee as provided in clause 101.1(b), unless that delivery is made on a non business day, or after 5.00 pm on a business day, when that communication will be deemed to be received at 9.00 am on the next business day; and
  - (iii) (in the case of email) when it is received by the addressee's server,and where 'business day' means a day which is not a Saturday, Sunday or public holiday in the place of receipt of that communication.

## 11. General

- (a) Terms used in this Agreement have the same meaning as the terms defined in the Scheme Implementation Agreement unless the context requires otherwise.
- (b) Each party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) reasonably requested by the other party to give effect to this Agreement or required by law, including lodging any substantial holding notices required to be lodged in accordance with the Corporations Act 2001 (Cth) (**Corporations Act**).
- (c) This Agreement is governed by and will be construed according to the laws of Western Australia. Each party:
  - (i) irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to this Agreement; and
  - (ii) irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where that venue falls within clause 11(c)(i).
- (d) This Agreement may not be varied.
- (e) A party cannot assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.
- (f) Any provision of this Agreement which is illegal, void or unenforceable will be ineffective to the extent only of that illegality, voidness or unenforceability without invalidating the remaining provisions.
- (g) The provisions of this Agreement will enure for the benefit of and be binding on the Parties and their respective successors and permitted substitutes and assigns and (where applicable) legal personal representatives.



- (h) To the extent permitted by law, in relation to the subject matter of this Agreement, this Agreement:
  - (i) embodies the entire understanding of the parties and constitutes the entire terms agreed upon between the parties; and
  - (ii) supersedes any prior agreement (whether or not in writing) between the parties.
- (i) Each party acknowledges that no party (nor any person acting on its behalf) has made any representation or other inducement to it to enter into this Agreement, except for representations or inducements expressly set out in this Agreement.
- (j) Each party acknowledges and confirms that it does not enter into this Agreement in reliance on any representation or other inducement by or on behalf of any other party, except for any representation or inducement expressly set out in this Agreement.
- (k) This Agreement may be executed in any number of counterparts including by electronic counterparts. All counterparts will be taken to constitute one instrument.

## 12. Interpretation

In this Agreement:

- (a) headings are for convenience only and do not affect interpretation;
- (b) specifying anything after the words 'including', 'includes', 'for example' or any similar expression does not limit what else is included unless there is express wording to the contrary;

and unless the context indicates a contrary intention:

- (c) the expression 'person' includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (e) a reference to any document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (g) words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender;
- (h) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this Agreement, and a



reference to this Agreement includes any schedule, exhibit or annexure to this Agreement;

- (i) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (j) the word 'includes' in any form is not a word of limitation;
- (k) a reference to '\$' or 'dollar' is to Australian currency; and
- (l) if any day appointed or specified by this Agreement for the payment of any money or doing of any thing falls on a day which is not a business Day, the day so appointed or specified shall be deemed to be the next business Day.

## Schedule

### Item 1. Shareholder's name and contact details

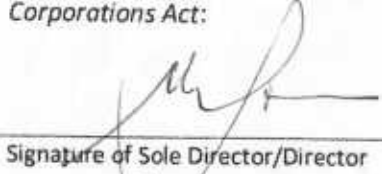
<b>Name of Shareholder</b>	SANDHURST TRUSTEES LTD <ENDEAVOR ASSET MGMT>
<b>Address</b>	LEVEL 5, 120 HARBOUR ESPLANADE, DOCKLANDS VIC, 3008
<b>Email</b>	haydenb@endeavoram.com.au
<b>Attention</b>	Rob Mead, Richard Hammersley, Hayden Beamish

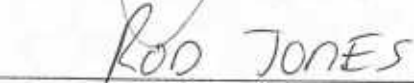
### Item 2. Shareholder Shares

19,885,684 fully paid ordinary shares in the capital of Spookfish.
--


**Executed as an Agreement**

**Executed by Hoperidge Enterprises Pty Ltd  
ACN 058 568 835 atf Jones Family Trust in  
accordance with section 127 of the  
Corporations Act:**

  
\_\_\_\_\_  
Signature of Sole Director/Director

  
\_\_\_\_\_  
Name of Sole Director/Director in full


  
\_\_\_\_\_  
Signature of Sole Director/Director

  
\_\_\_\_\_  
Name of Sole Director/Director in full


**Company**

**Executed by SANDHURST TRUSTEES LTD  
<ENDEAVOR ASSET MGMT> in accordance  
with section 127 of the Corporations Act:**

  
\_\_\_\_\_  
Signature of Sole Director/Director

  
\_\_\_\_\_  
Name of Sole Director/Director in full

  
\_\_\_\_\_  
Signature of Secretary/other Director

  
\_\_\_\_\_  
Name of Secretary/other Director in full

## Voting Agreement

This Agreement is made Friday the 7<sup>th</sup> day of September 2018

**Parties**                    **Hoperidge Enterprises Pty Ltd (ACN 058 568 835) atf Jones Family Trust of 3/93**  
South Perth Esplanade, South Perth, WA 6151 (**Hoperidge**)

and

**The Party in Item 1 of the Schedule (Shareholder)**

**This Agreement provides**

**1. Background**

- (a) Spookfish Limited ACN 123 511 017 (**Spookfish**) has entered into a scheme implementation agreement with its largest shareholder, Eagle View Technologies, Inc. (**EVT**), under which EVT has agreed to acquire all of the remaining fully paid ordinary shares in the capital of Spookfish (each a **Share**) that it does not already own (**Scheme Implementation Agreement**).
- (b) The Shareholder is the legal and beneficial owner of the Shares set out in Item 2 of the Schedule (**Shareholder Shares**).
- (c) Hoperidge proposes to make a public statement of intention that it will vote in favour of the Scheme provided the Scheme Consideration is increased to \$0.09 per Share.
- (d) Hoperidge is seeking the support of the Shareholder to vote in favour of the Scheme if the Scheme Consideration is increased on the terms and conditions of this Agreement.

**2. Vote in favour of the Scheme**

In consideration of the mutual promises set out in this Agreement if EVT varies the Scheme Implementation Agreement to increase the Scheme Consideration to \$0.09 per Share, the Shareholder irrevocably undertakes to:

- (a) exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal; and
- (b) do everything (including executing any document and making any election) that is reasonably required, to exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal, including completing, signing and lodging one or more proxy forms consistent with the undertaking in clause 2(a) above on behalf of the Shareholder.

**3. Power of Attorney**

By this clause the Shareholder grants Hoperidge an irrevocable power of attorney to:

- (a) exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal on the Shareholder's behalf; and

- (b) do everything (including executing any document and making any election) that is reasonably required, to exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal, including completing, signing and lodging one or more proxy forms consistent with the undertaking in clause 3(a) above on behalf of the Shareholder,

provided that EVT varies the Scheme Implementation Agreement to increase the Scheme Consideration to \$0.09 per Share.

#### 4. **Obligations of Hoperidge**

In consideration of the mutual promises set out in this Agreement, if EVT varies the Scheme Implementation Agreement to increase the Scheme Consideration to \$0.09 per Share, Hoperidge undertakes to exercise all votes attaching to the Shareholder Shares as power of attorney of the Shareholder in favour of the Scheme in the absence of a Superior Proposal.

#### 5. **Prohibited Actions**

The Shareholder agrees that from the date of execution of this Agreement until the termination of this Agreement, other than pursuant to a transaction contemplated by this Agreement, the Shareholder will not Dispose or Encumber any Shareholder Shares.

For the purposes of this clause 5:

**"Dispose"** has the meaning given by the Listing Rules; and

**"Encumbrance"** means a mortgage, charge, pledge, lien, hypothecation or third party interest of any kind whatsoever, or an agreement or arrangement to create any of them or to allow any of them to exist and **Encumber** has a corresponding meaning.

#### 6. **Warranties**

The Shareholder warrants to Hoperidge that:

- (a) it is the legal and beneficial owner of the Shareholder Shares;
- (b) the Shareholder Shares will at all relevant times be free from any Encumbrance (other than an Encumbrance (as defined in clause 5) created by this Agreement);
- (c) it has full power and authority to enter into this Agreement; and
- (d) where the Shareholder enters into this Agreement as trustee of a trust:
  - (i) the Shareholder has full power and lawful authority to execute and deliver this Agreement and to consummate and perform its obligations under this Agreement in its capacity as trustee of the trust; and
  - (ii) the beneficiaries of the trust have given their fully informed consent to the Shareholder entering into this Agreement, where such consent is necessary to authorise the Shareholder to enter into this Agreement; and
  - (iii) the execution and performance of this Agreement is not in breach of any trust, deed, contract or other obligation to which it is bound.

**7. Expiry and Termination**

This Agreement will expire and terminate and there will be no continuing rights or obligations of either party (other than the warranties set out in clause 6) if:

- (a) the Scheme Implementation Agreement is terminated; or
- (b) the Scheme is implemented.

**8. Confidentiality and Consent**

- (a) The fact and terms of this Agreement must be kept confidential until the announcement of the intentions of Hoperidge.
- (b) The Shareholder consents to the inclusion of references to it and the subject matter of this Agreement in any public announcement in relation to the Scheme, the intentions of Hoperidge or a substantial shareholder notice of Hoperidge.

**9. Acknowledgement by Shareholder**

The Shareholder acknowledges that:

- (a) it has had the opportunity to take legal advice in relation to its entry into this Agreement; and
- (b) it understands the irrevocable and binding nature of the commitments in this Agreement.

**10. Notices**

Any communication under or in connection with this Agreement:

- (a) must be in legible writing and in English;
- (b) must be addressed as shown below:
  - (i) if to Hoperidge:  

Address:	Logan Robertson
Attention:	Level 8, 125 St Georges Terrace, Perth WA 6000
Email:	logan.robertson@hoperidge.com.au
  - (ii) if to the Shareholder to the contact details in Item 1 of the Schedule.  
(or as otherwise notified by that party to the other party from time to time);
- (c) must be signed by the party making the communication or (on its behalf) by the solicitor for, or by any attorney, director, secretary, or authorised agent of, that party;
- (d) must be delivered or posted by prepaid post to the address, or sent by fax to the number, of the addressee, or sent by email to the addressee, in accordance with clause 101.1(b)1.1(b); and

- (e) will be deemed to be received by the addressee:
- (i) (in the case of prepaid post) on the third business day after the date of posting to an address within Australia, and on the fifth business day after the date of posting to an address outside Australia;
  - (ii) (in the case of delivery by hand) on delivery at the address of the addressee as provided in clause 101.1(b), unless that delivery is made on a non business day, or after 5.00 pm on a business day, when that communication will be deemed to be received at 9.00 am on the next business day; and
  - (iii) (in the case of email) when it is received by the addressee's server,
- and where 'business day' means a day which is not a Saturday, Sunday or public holiday in the place of receipt of that communication.

## 11. General

- (a) Terms used in this Agreement have the same meaning as the terms defined in the Scheme Implementation Agreement unless the context requires otherwise.
- (b) Each party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) reasonably requested by the other party to give effect to this Agreement or required by law, including lodging any substantial holding notices required to be lodged in accordance with the Corporations Act 2001 (Cth) (**Corporations Act**).
- (c) This Agreement is governed by and will be construed according to the laws of Western Australia. Each party:
  - (i) irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to this Agreement; and
  - (ii) irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where that venue falls within clause 11(c)(i).
- (d) This Agreement may not be varied.
- (e) A party cannot assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.
- (f) Any provision of this Agreement which is illegal, void or unenforceable will be ineffective to the extent only of that illegality, voidness or unenforceability without invalidating the remaining provisions.
- (g) The provisions of this Agreement will enure for the benefit of and be binding on the Parties and their respective successors and permitted substitutes and assigns and (where applicable) legal personal representatives.

- (h) To the extent permitted by law, in relation to the subject matter of this Agreement, this Agreement:
  - (i) embodies the entire understanding of the parties and constitutes the entire terms agreed upon between the parties; and
  - (ii) supersedes any prior agreement (whether or not in writing) between the parties.
- (i) Each party acknowledges that no party (nor any person acting on its behalf) has made any representation or other inducement to it to enter into this Agreement, except for representations or inducements expressly set out in this Agreement.
- (j) Each party acknowledges and confirms that it does not enter into this Agreement in reliance on any representation or other inducement by or on behalf of any other party, except for any representation or inducement expressly set out in this Agreement.
- (k) This Agreement may be executed in any number of counterparts including by electronic counterparts. All counterparts will be taken to constitute one instrument.

## 12. Interpretation

In this Agreement:

- (a) headings are for convenience only and do not affect interpretation;
- (b) specifying anything after the words 'including', 'includes', 'for example' or any similar expression does not limit what else is included unless there is express wording to the contrary;

and unless the context indicates a contrary intention:

- (c) the expression 'person' includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (e) a reference to any document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (g) words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender;
- (h) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this Agreement, and a



reference to this Agreement includes any schedule, exhibit or annexure to this Agreement;

- (i) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (j) the word 'includes' in any form is not a word of limitation;
- (k) a reference to '\$' or 'dollar' is to Australian currency; and
- (l) if any day appointed or specified by this Agreement for the payment of any money or doing of any thing falls on a day which is not a business Day, the day so appointed or specified shall be deemed to be the next business Day.

## Schedule

### Item 1. Shareholder's name and contact details

<b>Name of Shareholder</b>	OPTIM8 PTY LTD <THE GIC SUPER FUND A/C>
<b>Address</b>	11 KADINA STREET, NORTH PERTH WA, 6006
<b>Email</b>	stephen@x10.partners
<b>Attention</b>	Stephen Rice

### Item 2. Shareholder Shares

43,048,821 fully paid ordinary shares in the capital of Spookfish.
--

**Executed** as an Agreement

**Executed** by Hoperidge Enterprises Pty Ltd  
ACN 058 568 835 atf Jones Family Trust in  
accordance with section 127 of the  
*Corporations Act*:

  
\_\_\_\_\_  
Signature of Sole Director/Director

ROD JONES  
\_\_\_\_\_  
Name of Sole Director/Director in full

  
\_\_\_\_\_  
Signature of Sole Director/Director

CAROL JONES  
\_\_\_\_\_  
Name of Sole Director/Director in full

**Company**

**Executed** by OPTIM8 PTY LTD <THE GIC  
SUPER FUND A/C> in accordance with  
section 127 of the *Corporations Act*:

  
\_\_\_\_\_  
Signature of Sole Director/Director

Cheryl Morris  
\_\_\_\_\_  
Name of Sole Director/Director in full

\_\_\_\_\_  
Signature of Secretary/other Director

\_\_\_\_\_  
Name of Secretary/other Director in full

## Voting Agreement

This Agreement is made Friday the 7<sup>th</sup> day of September 2018

**Parties**                    **Hoperidge Enterprises Pty Ltd (ACN 058 568 835) atf Jones Family Trust of 3/93**  
South Perth Esplanade, South Perth, WA 6151 (**Hoperidge**)

and

**The Party in Item 1 of the Schedule (Shareholder)**

### This Agreement provides

#### 1. Background

- (a) Spookfish Limited ACN 123 511 017 (**Spookfish**) has entered into a scheme implementation agreement with its largest shareholder, Eagle View Technologies, Inc. (**EVT**), under which EVT has agreed to acquire all of the remaining fully paid ordinary shares in the capital of Spookfish (each a **Share**) that it does not already own (**Scheme Implementation Agreement**).
- (b) The Shareholder is the legal and beneficial owner of the Shares set out in Item 2 of the Schedule (**Shareholder Shares**).
- (c) Hoperidge proposes to make a public statement of intention that it will vote in favour of the Scheme provided the Scheme Consideration is increased to \$0.09 per Share.
- (d) Hoperidge is seeking the support of the Shareholder to vote in favour of the Scheme if the Scheme Consideration is increased on the terms and conditions of this Agreement.

#### 2. Vote in favour of the Scheme

In consideration of the mutual promises set out in this Agreement if EVT varies the Scheme Implementation Agreement to increase the Scheme Consideration to \$0.09 per Share, the Shareholder irrevocably undertakes to:

- (a) exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal; and
- (b) do everything (including executing any document and making any election) that is reasonably required, to exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal, including completing, signing and lodging one or more proxy forms consistent with the undertaking in clause 2(a) above on behalf of the Shareholder.

#### 3. Power of Attorney

By this clause the Shareholder grants Hoperidge an irrevocable power of attorney to:

- (a) exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal on the Shareholder's behalf; and

- (b) do everything (including executing any document and making any election) that is reasonably required, to exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal, including completing, signing and lodging one or more proxy forms consistent with the undertaking in clause 3(a) above on behalf of the Shareholder,

provided that EVT varies the Scheme Implementation Agreement to increase the Scheme Consideration to \$0.09 per Share.

#### 4. **Obligations of Hoperidge**

In consideration of the mutual promises set out in this Agreement, if EVT varies the Scheme Implementation Agreement to increase the Scheme Consideration to \$0.09 per Share, Hoperidge undertakes to exercise all votes attaching to the Shareholder Shares as power of attorney of the Shareholder in favour of the Scheme in the absence of a Superior Proposal.

#### 5. **Prohibited Actions**

The Shareholder agrees that from the date of execution of this Agreement until the termination of this Agreement, other than pursuant to a transaction contemplated by this Agreement, the Shareholder will not Dispose or Encumber any Shareholder Shares.

For the purposes of this clause 5:

**"Dispose"** has the meaning given by the Listing Rules; and

**"Encumbrance"** means a mortgage, charge, pledge, lien, hypothecation or third party interest of any kind whatsoever, or an agreement or arrangement to create any of them or to allow any of them to exist and **Encumber** has a corresponding meaning.

#### 6. **Warranties**

The Shareholder warrants to Hoperidge that:

- (a) it is the legal and beneficial owner of the Shareholder Shares;
- (b) the Shareholder Shares will at all relevant times be free from any Encumbrance (other than an Encumbrance (as defined in clause 5) created by this Agreement);
- (c) it has full power and authority to enter into this Agreement; and
- (d) where the Shareholder enters into this Agreement as trustee of a trust:
  - (i) the Shareholder has full power and lawful authority to execute and deliver this Agreement and to consummate and perform its obligations under this Agreement in its capacity as trustee of the trust; and
  - (ii) the beneficiaries of the trust have given their fully informed consent to the Shareholder entering into this Agreement, where such consent is necessary to authorise the Shareholder to enter into this Agreement; and
  - (iii) the execution and performance of this Agreement is not in breach of any trust, deed, contract or other obligation to which it is bound.

## **7. Expiry and Termination**

This Agreement will expire and terminate and there will be no continuing rights or obligations of either party (other than the warranties set out in clause 6) if:

- (a) the Scheme Implementation Agreement is terminated; or
- (b) the Scheme is implemented.

## **8. Confidentiality and Consent**

- (a) The fact and terms of this Agreement must be kept confidential until the announcement of the intentions of Hoperidge.
- (b) The Shareholder consents to the inclusion of references to it and the subject matter of this Agreement in any public announcement in relation to the Scheme, the intentions of Hoperidge or a substantial shareholder notice of Hoperidge.

## **9. Acknowledgement by Shareholder**

The Shareholder acknowledges that:

- (a) it has had the opportunity to take legal advice in relation to its entry into this Agreement; and
- (b) it understands the irrevocable and binding nature of the commitments in this Agreement.

## **10. Notices**

Any communication under or in connection with this Agreement:

- (a) must be in legible writing and in English;
- (b) must be addressed as shown below:
  - (i) if to Hoperidge:  

Address:	Logan Robertson
Attention:	Level 8, 125 St Georges Terrace, Perth WA 6000
Email:	logan.robertson@hoperidge.com.au
  - (ii) if to the Shareholder to the contact details in Item 1 of the Schedule.  
(or as otherwise notified by that party to the other party from time to time);
- (c) must be signed by the party making the communication or (on its behalf) by the solicitor for, or by any attorney, director, secretary, or authorised agent of, that party;
- (d) must be delivered or posted by prepaid post to the address, or sent by fax to the number, of the addressee, or sent by email to the addressee, in accordance with clause 101.1(b)1.1(b); and

- (e) will be deemed to be received by the addressee:
- (i) (in the case of prepaid post) on the third business day after the date of posting to an address within Australia, and on the fifth business day after the date of posting to an address outside Australia;
  - (ii) (in the case of delivery by hand) on delivery at the address of the addressee as provided in clause 101.1(b), unless that delivery is made on a non business day, or after 5.00 pm on a business day, when that communication will be deemed to be received at 9.00 am on the next business day; and
  - (iii) (in the case of email) when it is received by the addressee's server,

and where 'business day' means a day which is not a Saturday, Sunday or public holiday in the place of receipt of that communication.

## 11. General

- (a) Terms used in this Agreement have the same meaning as the terms defined in the Scheme Implementation Agreement unless the context requires otherwise.
- (b) Each party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) reasonably requested by the other party to give effect to this Agreement or required by law, including lodging any substantial holding notices required to be lodged in accordance with the Corporations Act 2001 (Cth) (**Corporations Act**).
- (c) This Agreement is governed by and will be construed according to the laws of Western Australia. Each party:
  - (i) irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to this Agreement; and
  - (ii) irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where that venue falls within clause 11(c)(i).
- (d) This Agreement may not be varied.
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- (g) The provisions of this Agreement will enure for the benefit of and be binding on the Parties and their respective successors and permitted substitutes and assigns and (where applicable) legal personal representatives.

- (h) To the extent permitted by law, in relation to the subject matter of this Agreement, this Agreement:
  - (i) embodies the entire understanding of the parties and constitutes the entire terms agreed upon between the parties; and
  - (ii) supersedes any prior agreement (whether or not in writing) between the parties.
- (i) Each party acknowledges that no party (nor any person acting on its behalf) has made any representation or other inducement to it to enter into this Agreement, except for representations or inducements expressly set out in this Agreement.
- (j) Each party acknowledges and confirms that it does not enter into this Agreement in reliance on any representation or other inducement by or on behalf of any other party, except for any representation or inducement expressly set out in this Agreement.
- (k) This Agreement may be executed in any number of counterparts including by electronic counterparts. All counterparts will be taken to constitute one instrument.

## 12. Interpretation

In this Agreement:

- (a) headings are for convenience only and do not affect interpretation;
- (b) specifying anything after the words 'including', 'includes', 'for example' or any similar expression does not limit what else is included unless there is express wording to the contrary;

and unless the context indicates a contrary intention:

- (c) the expression 'person' includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (e) a reference to any document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (g) words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender;
- (h) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this Agreement, and a



reference to this Agreement includes any schedule, exhibit or annexure to this Agreement;

- (i) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (j) the word 'includes' in any form is not a word of limitation;
- (k) a reference to '\$' or 'dollar' is to Australian currency; and
- (l) if any day appointed or specified by this Agreement for the payment of any money or doing of any thing falls on a day which is not a business Day, the day so appointed or specified shall be deemed to be the next business Day.

## Schedule

### Item 1. Shareholder's name and contact details

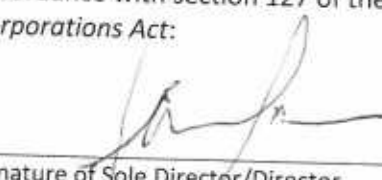
Name of Shareholder	MRS CAROLYN ELIZABETH BRACKNELL
Address	52 BEDWELL CRES, BOORAGOON WA, 6154
Email	carolyn.bracknell@hoperidge.com.au
Attention	Carolyn Bracknell

### Item 2. Shareholder Shares


1,409,090 fully paid ordinary shares in the capital of Spookfish.
---

**Executed as an Agreement**

**Executed by Hoperidge Enterprises Pty Ltd  
ACN 058 568 835 atf Jones Family Trust in  
accordance with section 127 of the  
Corporations Act:**

  
\_\_\_\_\_  
Signature of Sole Director/Director


ROD JONES  
\_\_\_\_\_  
Name of Sole Director/Director in full


  
\_\_\_\_\_  
Signature of Sole Director/Director

CAROL JONES  
\_\_\_\_\_  
Name of Sole Director/Director in full

**Signed by MRS CAROLYN ELIZABETH  
BRACKNELL in the presence of:**

)  
)  
)

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature of Witness

Logan ROBERTSON  
\_\_\_\_\_  
Name of Witness in full

## Voting Agreement

This Agreement is made Friday the 7<sup>th</sup> day of September 2018

**Parties**                    **Hoperidge Enterprises Pty Ltd (ACN 058 568 835) atf Jones Family Trust of 3/93**  
South Perth Esplanade, South Perth, WA 6151 (**Hoperidge**)

and

**The Party in Item 1 of the Schedule (Shareholder)**

**This Agreement provides**

### **1. Background**

- (a) Spookfish Limited ACN 123 511 017 (**Spookfish**) has entered into a scheme implementation agreement with its largest shareholder, Eagle View Technologies, Inc. (**EVT**), under which EVT has agreed to acquire all of the remaining fully paid ordinary shares in the capital of Spookfish (each a **Share**) that it does not already own (**Scheme Implementation Agreement**).
- (b) The Shareholder is the legal and beneficial owner of the Shares set out in Item 2 of the Schedule (**Shareholder Shares**).
- (c) Hoperidge proposes to make a public statement of intention that it will vote in favour of the Scheme provided the Scheme Consideration is increased to \$0.09 per Share.
- (d) Hoperidge is seeking the support of the Shareholder to vote in favour of the Scheme if the Scheme Consideration is increased on the terms and conditions of this Agreement.

### **2. Vote in favour of the Scheme**

In consideration of the mutual promises set out in this Agreement if EVT varies the Scheme Implementation Agreement to increase the Scheme Consideration to \$0.09 per Share, the Shareholder irrevocably undertakes to:

- (a) exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal; and
- (b) do everything (including executing any document and making any election) that is reasonably required, to exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal, including completing, signing and lodging one or more proxy forms consistent with the undertaking in clause 2(a) above on behalf of the Shareholder.

### **3. Power of Attorney**

By this clause the Shareholder grants Hoperidge an irrevocable power of attorney to:

- (a) exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal on the Shareholder's behalf; and

- (b) do everything (including executing any document and making any election) that is reasonably required, to exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal, including completing, signing and lodging one or more proxy forms consistent with the undertaking in clause 3(a) above on behalf of the Shareholder,

provided that EVT varies the Scheme Implementation Agreement to increase the Scheme Consideration to \$0.09 per Share.

#### **4. Obligations of Hoperidge**

In consideration of the mutual promises set out in this Agreement, if EVT varies the Scheme Implementation Agreement to increase the Scheme Consideration to \$0.09 per Share, Hoperidge undertakes to exercise all votes attaching to the Shareholder Shares as power of attorney of the Shareholder in favour of the Scheme in the absence of a Superior Proposal.

#### **5. Prohibited Actions**

The Shareholder agrees that from the date of execution of this Agreement until the termination of this Agreement, other than pursuant to a transaction contemplated by this Agreement, the Shareholder will not Dispose or Encumber any Shareholder Shares.

For the purposes of this clause 5:

**"Dispose"** has the meaning given by the Listing Rules; and

**"Encumbrance"** means a mortgage, charge, pledge, lien, hypothecation or third party interest of any kind whatsoever, or an agreement or arrangement to create any of them or to allow any of them to exist and **Encumber** has a corresponding meaning.

#### **6. Warranties**

The Shareholder warrants to Hoperidge that:

- (a) it is the legal and beneficial owner of the Shareholder Shares;
- (b) the Shareholder Shares will at all relevant times be free from any Encumbrance (other than an Encumbrance (as defined in clause 5) created by this Agreement);
- (c) it has full power and authority to enter into this Agreement; and
- (d) where the Shareholder enters into this Agreement as trustee of a trust:
  - (i) the Shareholder has full power and lawful authority to execute and deliver this Agreement and to consummate and perform its obligations under this Agreement in its capacity as trustee of the trust; and
  - (ii) the beneficiaries of the trust have given their fully informed consent to the Shareholder entering into this Agreement, where such consent is necessary to authorise the Shareholder to enter into this Agreement; and
  - (iii) the execution and performance of this Agreement is not in breach of any trust, deed, contract or other obligation to which it is bound.

## **7. Expiry and Termination**

This Agreement will expire and terminate and there will be no continuing rights or obligations of either party (other than the warranties set out in clause 6) if:

- (a) the Scheme Implementation Agreement is terminated; or
- (b) the Scheme is implemented.

## **8. Confidentiality and Consent**

- (a) The fact and terms of this Agreement must be kept confidential until the announcement of the intentions of Hoperidge.
- (b) The Shareholder consents to the inclusion of references to it and the subject matter of this Agreement in any public announcement in relation to the Scheme, the intentions of Hoperidge or a substantial shareholder notice of Hoperidge.

## **9. Acknowledgement by Shareholder**

The Shareholder acknowledges that:

- (a) it has had the opportunity to take legal advice in relation to its entry into this Agreement; and
- (b) it understands the irrevocable and binding nature of the commitments in this Agreement.

## **10. Notices**

Any communication under or in connection with this Agreement:

- (a) must be in legible writing and in English;
- (b) must be addressed as shown below:
  - (i) if to Hoperidge:  

Address:	Logan Robertson
Attention:	Level 8, 125 St Georges Terrace, Perth WA 6000
Email:	logan.robertson@hoperidge.com.au
  - (ii) if to the Shareholder to the contact details in Item 1 of the Schedule.  
(or as otherwise notified by that party to the other party from time to time);
- (c) must be signed by the party making the communication or (on its behalf) by the solicitor for, or by any attorney, director, secretary, or authorised agent of, that party;
- (d) must be delivered or posted by prepaid post to the address, or sent by fax to the number, of the addressee, or sent by email to the addressee, in accordance with clause 101.1(b)1.1(b); and

- (e) will be deemed to be received by the addressee:
- (i) (in the case of prepaid post) on the third business day after the date of posting to an address within Australia, and on the fifth business day after the date of posting to an address outside Australia;
  - (ii) (in the case of delivery by hand) on delivery at the address of the addressee as provided in clause 101.1(b), unless that delivery is made on a non business day, or after 5.00 pm on a business day, when that communication will be deemed to be received at 9.00 am on the next business day; and
  - (iii) (in the case of email) when it is received by the addressee's server,
- and where 'business day' means a day which is not a Saturday, Sunday or public holiday in the place of receipt of that communication.

## 11. General

- (a) Terms used in this Agreement have the same meaning as the terms defined in the Scheme Implementation Agreement unless the context requires otherwise.
- (b) Each party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) reasonably requested by the other party to give effect to this Agreement or required by law, including lodging any substantial holding notices required to be lodged in accordance with the Corporations Act 2001 (Cth) (**Corporations Act**).
- (c) This Agreement is governed by and will be construed according to the laws of Western Australia. Each party:
  - (i) irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to this Agreement; and
  - (ii) irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where that venue falls within clause 11(c)(i).
- (d) This Agreement may not be varied.
- (e) A party cannot assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.
- (f) Any provision of this Agreement which is illegal, void or unenforceable will be ineffective to the extent only of that illegality, voidness or unenforceability without invalidating the remaining provisions.
- (g) The provisions of this Agreement will enure for the benefit of and be binding on the Parties and their respective successors and permitted substitutes and assigns and (where applicable) legal personal representatives.

- (h) To the extent permitted by law, in relation to the subject matter of this Agreement, this Agreement:
  - (i) embodies the entire understanding of the parties and constitutes the entire terms agreed upon between the parties; and
  - (ii) supersedes any prior agreement (whether or not in writing) between the parties.
- (i) Each party acknowledges that no party (nor any person acting on its behalf) has made any representation or other inducement to it to enter into this Agreement, except for representations or inducements expressly set out in this Agreement.
- (j) Each party acknowledges and confirms that it does not enter into this Agreement in reliance on any representation or other inducement by or on behalf of any other party, except for any representation or inducement expressly set out in this Agreement.
- (k) This Agreement may be executed in any number of counterparts including by electronic counterparts. All counterparts will be taken to constitute one instrument.

## **12. Interpretation**

In this Agreement:

- (a) headings are for convenience only and do not affect interpretation;
- (b) specifying anything after the words 'including', 'includes', 'for example' or any similar expression does not limit what else is included unless there is express wording to the contrary;

and unless the context indicates a contrary intention:

- (c) the expression 'person' includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (e) a reference to any document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (g) words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender;
- (h) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this Agreement, and a



reference to this Agreement includes any schedule, exhibit or annexure to this Agreement;

- (i) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (j) the word 'includes' in any form is not a word of limitation;
- (k) a reference to '\$' or 'dollar' is to Australian currency; and
- (l) if any day appointed or specified by this Agreement for the payment of any money or doing of any thing falls on a day which is not a business Day, the day so appointed or specified shall be deemed to be the next business Day.

## Schedule

### Item 1. Shareholder's name and contact details

<b>Name of Shareholder</b>	MR SHANE ROBERT JONES + MRS CAROL ROBIN JONES <ROSH FAMILY A/C>
<b>Address</b>	LEVEL 8 BROOKFIELD PLACE, 125 ST GEORGES TERRACE, PERTH WA, 6000
<b>Email</b>	shane.jones@melchor.com.au
<b>Attention</b>	Shane Jones

### Item 2. Shareholder Shares

8,109,953 fully paid ordinary shares in the capital of Spookfish.
---

**Executed as an Agreement**

**Executed by Hoperidge Enterprises Pty Ltd  
ACN 058 568 835 atf Jones Family Trust in  
accordance with section 127 of the  
Corporations Act:**

\_\_\_\_\_  
Signature of Sole Director/Director

\_\_\_\_\_  
Signature of Sole Director/Director

\_\_\_\_\_  
Name of Sole Director/Director in full

\_\_\_\_\_  
Name of Sole Director/Director in full

**Signed by MR SHANE ROBERT JONES + MRS )  
CAROL ROBIN JONES <ROSH FAMILY A/C> in )  
the presence of: )**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Witness

Natalie Louise Sutton  
Name of Witness in full

Natalie Louise Sutton  
Name of Witness in full

**Executed as an Agreement**

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ACN 058 568 835 atf Jones Family Trust in  
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Corporations Act:**

\_\_\_\_\_  
Signature of Sole Director/Director

ROD JONES  
Name of Sole Director/Director in full

\_\_\_\_\_  
Signature of Sole Director/Director

CAROL JONES  
Name of Sole Director/Director in full

**Signed by MR SHANE ROBERT JONES + MRS )  
CAROL ROBIN JONES <ROSH FAMILY A/C> in )  
the presence of: )**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness in full

LOAN ROBERTSON  
Name of Witness in full

## Voting Agreement

This Agreement is made Friday the 7<sup>th</sup> day of September 2018

**Parties**                    **Hoperidge Enterprises Pty Ltd (ACN 058 568 835) atf Jones Family Trust of 3/93**  
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and

**The Party in Item 1 of the Schedule (Shareholder)**

**This Agreement provides**

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- (c) Hoperidge proposes to make a public statement of intention that it will vote in favour of the Scheme provided the Scheme Consideration is increased to \$0.09 per Share.
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For the purposes of this clause 5:

**"Dispose"** has the meaning given by the Listing Rules; and

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- (c) it has full power and authority to enter into this Agreement; and
- (d) where the Shareholder enters into this Agreement as trustee of a trust:
  - (i) the Shareholder has full power and lawful authority to execute and deliver this Agreement and to consummate and perform its obligations under this Agreement in its capacity as trustee of the trust; and
  - (ii) the beneficiaries of the trust have given their fully informed consent to the Shareholder entering into this Agreement, where such consent is necessary to authorise the Shareholder to enter into this Agreement; and
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**7. Expiry and Termination**

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Address:	Logan Robertson
Attention:	Level 8, 125 St Georges Terrace, Perth WA 6000
Email:	logan.robertson@hoperidge.com.au
  - (ii) if to the Shareholder to the contact details in Item 1 of the Schedule.  
(or as otherwise notified by that party to the other party from time to time);
- (c) must be signed by the party making the communication or (on its behalf) by the solicitor for, or by any attorney, director, secretary, or authorised agent of, that party;
- (d) must be delivered or posted by prepaid post to the address, or sent by fax to the number, of the addressee, or sent by email to the addressee, in accordance with clause 101.1(b)1.1(b); and

- (e) will be deemed to be received by the addressee:
  - (i) (in the case of prepaid post) on the third business day after the date of posting to an address within Australia, and on the fifth business day after the date of posting to an address outside Australia;
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- (d) This Agreement may not be varied.
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- (h) To the extent permitted by law, in relation to the subject matter of this Agreement, this Agreement:
  - (i) embodies the entire understanding of the parties and constitutes the entire terms agreed upon between the parties; and
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and unless the context indicates a contrary intention:

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## Schedule

### Item 1. Shareholder's name and contact details

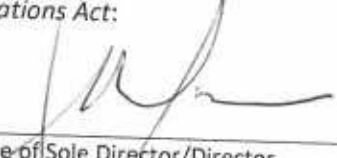
Name of Shareholder	PETERLYN PTY LTD <RPC SALMON SUPER FUND A/C>
Address	53 Watkins Road, Dalkeith Perth WA 6009
Email	dsalmon@merchantgroup.com.au Robsalmon@salmonfamily1.com
Attention	Rob Salmon & David salmon

### Item 2. Shareholder Shares


6,000,000 fully paid ordinary shares in the capital of Spookfish.
---

**Executed as an Agreement**

**Executed by Hoperidge Enterprises Pty Ltd  
ACN 058 568 835 atf Jones Family Trust in  
accordance with section 127 of the  
Corporations Act:**


  
\_\_\_\_\_  
Signature of Sole Director/Director

Roo Jones  
\_\_\_\_\_  
Name of Sole Director/Director in full

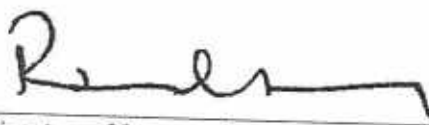
  
\_\_\_\_\_  
Signature of Sole Director/Director

CAROL JONES  
\_\_\_\_\_  
Name of Sole Director/Director in full

**Executed by PETERLYN PTY LTD <RPC  
SALMON SUPER FUND A/C> in accordance  
with section 127 of the Corporations Act:**

  
\_\_\_\_\_  
Signature of Sole Director/Director

Julie Kathleen Salmon  
\_\_\_\_\_  
Name of Sole Director/Director in full

  
\_\_\_\_\_  
Signature of Secretary/other Director

Robert Peter Cockburn Salmon  
\_\_\_\_\_  
Name of Secretary/other Director in full

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- (c) it has full power and authority to enter into this Agreement; and
- (d) where the Shareholder enters into this Agreement as trustee of a trust:
  - (i) the Shareholder has full power and lawful authority to execute and deliver this Agreement and to consummate and perform its obligations under this Agreement in its capacity as trustee of the trust; and
  - (ii) the beneficiaries of the trust have given their fully informed consent to the Shareholder entering into this Agreement, where such consent is necessary to authorise the Shareholder to enter into this Agreement; and
  - (iii) the execution and performance of this Agreement is not in breach of any trust, deed, contract or other obligation to which it is bound.

**7. Expiry and Termination**

This Agreement will expire and terminate and there will be no continuing rights or obligations of either party (other than the warranties set out in clause 6) if:

- (a) the Scheme Implementation Agreement is terminated; or
- (b) the Scheme is implemented.

**8. Confidentiality and Consent**

- (a) The fact and terms of this Agreement must be kept confidential until the announcement of the intentions of Hoperidge.
- (b) The Shareholder consents to the inclusion of references to it and the subject matter of this Agreement in any public announcement in relation to the Scheme, the intentions of Hoperidge or a substantial shareholder notice of Hoperidge.

**9. Acknowledgement by Shareholder**

The Shareholder acknowledges that:

- (a) it has had the opportunity to take legal advice in relation to its entry into this Agreement; and
- (b) it understands the irrevocable and binding nature of the commitments in this Agreement.

**10. Notices**

Any communication under or in connection with this Agreement:

- (a) must be in legible writing and in English;
- (b) must be addressed as shown below:
  - (i) if to Hoperidge:  

Address:	Logan Robertson
Attention:	Level 8, 125 St Georges Terrace, Perth WA 6000
Email:	logan.robertson@hoperidge.com.au
  - (ii) if to the Shareholder to the contact details in Item 1 of the Schedule.  
(or as otherwise notified by that party to the other party from time to time);
- (c) must be signed by the party making the communication or (on its behalf) by the solicitor for, or by any attorney, director, secretary, or authorised agent of, that party;
- (d) must be delivered or posted by prepaid post to the address, or sent by fax to the number, of the addressee, or sent by email to the addressee, in accordance with clause 101.1(b)1.1(b); and

- (e) will be deemed to be received by the addressee:
  - (i) (in the case of prepaid post) on the third business day after the date of posting to an address within Australia, and on the fifth business day after the date of posting to an address outside Australia;
  - (ii) (in the case of delivery by hand) on delivery at the address of the addressee as provided in clause 101.1(b), unless that delivery is made on a non business day, or after 5.00 pm on a business day, when that communication will be deemed to be received at 9.00 am on the next business day; and
  - (iii) (in the case of email) when it is received by the addressee's server,

and where 'business day' means a day which is not a Saturday, Sunday or public holiday in the place of receipt of that communication.

## 11. General

- (a) Terms used in this Agreement have the same meaning as the terms defined in the Scheme Implementation Agreement unless the context requires otherwise.
- (b) Each party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) reasonably requested by the other party to give effect to this Agreement or required by law, including lodging any substantial holding notices required to be lodged in accordance with the Corporations Act 2001 (Cth) (**Corporations Act**).
- (c) This Agreement is governed by and will be construed according to the laws of Western Australia. Each party:
  - (i) irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to this Agreement; and
  - (ii) irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where that venue falls within clause 11(c)(i).
- (d) This Agreement may not be varied.
- (e) A party cannot assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.
- (f) Any provision of this Agreement which is illegal, void or unenforceable will be ineffective to the extent only of that illegality, voidness or unenforceability without invalidating the remaining provisions.
- (g) The provisions of this Agreement will enure for the benefit of and be binding on the Parties and their respective successors and permitted substitutes and assigns and (where applicable) legal personal representatives.



- (h) To the extent permitted by law, in relation to the subject matter of this Agreement, this Agreement:
  - (i) embodies the entire understanding of the parties and constitutes the entire terms agreed upon between the parties; and
  - (ii) supersedes any prior agreement (whether or not in writing) between the parties.
- (i) Each party acknowledges that no party (nor any person acting on its behalf) has made any representation or other inducement to it to enter into this Agreement, except for representations or inducements expressly set out in this Agreement.
- (j) Each party acknowledges and confirms that it does not enter into this Agreement in reliance on any representation or other inducement by or on behalf of any other party, except for any representation or inducement expressly set out in this Agreement.
- (k) This Agreement may be executed in any number of counterparts including by electronic counterparts. All counterparts will be taken to constitute one instrument.

## **12. Interpretation**

In this Agreement:

- (a) headings are for convenience only and do not affect interpretation;
- (b) specifying anything after the words 'including', 'includes', 'for example' or any similar expression does not limit what else is included unless there is express wording to the contrary;

and unless the context indicates a contrary intention:

- (c) the expression 'person' includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (e) a reference to any document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (g) words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender;
- (h) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this Agreement, and a

reference to this Agreement includes any schedule, exhibit or annexure to this Agreement;

- (i) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (j) the word 'includes' in any form is not a word of limitation;
- (k) a reference to '\$' or 'dollar' is to Australian currency; and
- (l) if any day appointed or specified by this Agreement for the payment of any money or doing of any thing falls on a day which is not a business Day, the day so appointed or specified shall be deemed to be the next business Day.

## Schedule

### Item 1. Shareholder's name and contact details

Name of Shareholder	LAMMA NOMINEES PTY LTD <THE XL MIDDLETON A/C>
Address	20 PARRY STREET, CLAREMONT WA, 6010
Email	howarddigby@gmail.com
Attention	Howard Digby

### Item 2. Shareholder Shares

5,483,367 fully paid ordinary shares in the capital of Spookfish.

**Executed as an Agreement**

**Executed by Hoperidge Enterprises Pty Ltd  
ACN 058 568 835 atf Jones Family Trust in  
accordance with section 127 of the  
Corporations Act:**

\_\_\_\_\_  
Signature of Sole Director/Director


\_\_\_\_\_  
Signature of Sole Director/Director

\_\_\_\_\_  
Name of Sole Director/Director in full

\_\_\_\_\_  
Name of Sole Director/Director in full

**Company**

**Executed by LAMMA NOMINEES PTY LTD  
<THE XL MIDDLETON A/C> in accordance  
with section 127 of the Corporations Act:**

  
\_\_\_\_\_  
Signature of Sole Director/Director

\_\_\_\_\_  
Signature of Secretary/other Director

**Howard Digby**  
\_\_\_\_\_  
Name of Sole Director/Director in full


\_\_\_\_\_  
Name of Secretary/other Director in full

**Signed as full Power of Attorney**

**Executed** as an Agreement

**Executed** by Hoperidge Enterprises Pty Ltd  
ACN 058 568 835 atf Jones Family Trust in  
accordance with section 127 of the  
*Corporations Act*:

  
\_\_\_\_\_  
Signature of Sole Director/Director

  
\_\_\_\_\_  
Name of Sole Director/Director in full

  
\_\_\_\_\_  
Signature of Sole Director/Director

  
\_\_\_\_\_  
Name of Sole Director/Director in full

**Company**

**Executed** by LAMMA NOMINEES PTY LTD  
<THE XL MIDDLETON A/C> in accordance  
with section 127 of the *Corporations Act*:

\_\_\_\_\_  
Signature of Sole Director/Director

\_\_\_\_\_  
Name of Sole Director/Director in full

\_\_\_\_\_  
Signature of Secretary/other Director

\_\_\_\_\_  
Name of Secretary/other Director in full

## Voting Agreement

This Agreement is made Friday the 7<sup>th</sup> day of September 2018

**Parties**                    **Hoperidge Enterprises Pty Ltd (ACN 058 568 835) atf Jones Family Trust of 3/93**  
South Perth Esplanade, South Perth, WA 6151 (**Hoperidge**)

and

**The Party in Item 1 of the Schedule (Shareholder)**

**This Agreement provides**

### **1. Background**

- (a) Spookfish Limited ACN 123 511 017 (**Spookfish**) has entered into a scheme implementation agreement with its largest shareholder, Eagle View Technologies, Inc. (**EVT**), under which EVT has agreed to acquire all of the remaining fully paid ordinary shares in the capital of Spookfish (each a **Share**) that it does not already own (**Scheme Implementation Agreement**).
- (b) The Shareholder is the legal and beneficial owner of the Shares set out in Item 2 of the Schedule (**Shareholder Shares**).
- (c) Hoperidge proposes to make a public statement of intention that it will vote in favour of the Scheme provided the Scheme Consideration is increased to \$0.09 per Share.
- (d) Hoperidge is seeking the support of the Shareholder to vote in favour of the Scheme if the Scheme Consideration is increased on the terms and conditions of this Agreement.

### **2. Vote in favour of the Scheme**

In consideration of the mutual promises set out in this Agreement if EVT varies the Scheme Implementation Agreement to increase the Scheme Consideration to \$0.09 per Share, the Shareholder irrevocably undertakes to:

- (a) exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal; and
- (b) do everything (including executing any document and making any election) that is reasonably required, to exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal, including completing, signing and lodging one or more proxy forms consistent with the undertaking in clause 2(a) above on behalf of the Shareholder.

### **3. Power of Attorney**

By this clause the Shareholder grants Hoperidge an irrevocable power of attorney to:

- (a) exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal on the Shareholder's behalf; and

- (b) do everything (including executing any document and making any election) that is reasonably required, to exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal, including completing, signing and lodging one or more proxy forms consistent with the undertaking in clause 3(a) above on behalf of the Shareholder,

provided that EVT varies the Scheme Implementation Agreement to increase the Scheme Consideration to \$0.09 per Share.

#### **4. Obligations of Hoperidge**

In consideration of the mutual promises set out in this Agreement, if EVT varies the Scheme Implementation Agreement to increase the Scheme Consideration to \$0.09 per Share, Hoperidge undertakes to exercise all votes attaching to the Shareholder Shares as power of attorney of the Shareholder in favour of the Scheme in the absence of a Superior Proposal.

#### **5. Prohibited Actions**

The Shareholder agrees that from the date of execution of this Agreement until the termination of this Agreement, other than pursuant to a transaction contemplated by this Agreement, the Shareholder will not Dispose or Encumber any Shareholder Shares.

For the purposes of this clause 5:

“**Dispose**” has the meaning given by the Listing Rules; and

“**Encumbrance**” means a mortgage, charge, pledge, lien, hypothecation or third party interest of any kind whatsoever, or an agreement or arrangement to create any of them or to allow any of them to exist and **Encumber** has a corresponding meaning.

#### **6. Warranties**

The Shareholder warrants to Hoperidge that:

- (a) it is the legal and beneficial owner of the Shareholder Shares;
- (b) the Shareholder Shares will at all relevant times be free from any Encumbrance (other than an Encumbrance (as defined in clause 5) created by this Agreement);
- (c) it has full power and authority to enter into this Agreement; and
- (d) where the Shareholder enters into this Agreement as trustee of a trust:
  - (i) the Shareholder has full power and lawful authority to execute and deliver this Agreement and to consummate and perform its obligations under this Agreement in its capacity as trustee of the trust; and
  - (ii) the beneficiaries of the trust have given their fully informed consent to the Shareholder entering into this Agreement, where such consent is necessary to authorise the Shareholder to enter into this Agreement; and
  - (iii) the execution and performance of this Agreement is not in breach of any trust, deed, contract or other obligation to which it is bound.

**7. Expiry and Termination**

This Agreement will expire and terminate and there will be no continuing rights or obligations of either party (other than the warranties set out in clause 6) if:

- (a) the Scheme Implementation Agreement is terminated; or
- (b) the Scheme is implemented.

**8. Confidentiality and Consent**

- (a) The fact and terms of this Agreement must be kept confidential until the announcement of the intentions of Hoperidge.
- (b) The Shareholder consents to the inclusion of references to it and the subject matter of this Agreement in any public announcement in relation to the Scheme, the intentions of Hoperidge or a substantial shareholder notice of Hoperidge.

**9. Acknowledgement by Shareholder**

The Shareholder acknowledges that:

- (a) it has had the opportunity to take legal advice in relation to its entry into this Agreement; and
- (b) it understands the irrevocable and binding nature of the commitments in this Agreement.

**10. Notices**

Any communication under or in connection with this Agreement:

- (a) must be in legible writing and in English;
- (b) must be addressed as shown below:
  - (i) if to Hoperidge:  

Address:	Logan Robertson
Attention:	Level 8, 125 St Georges Terrace, Perth WA 6000
Email:	logan.robertson@hoperidge.com.au
  - (ii) if to the Shareholder to the contact details in Item 1 of the Schedule.  
(or as otherwise notified by that party to the other party from time to time);
- (c) must be signed by the party making the communication or (on its behalf) by the solicitor for, or by any attorney, director, secretary, or authorised agent of, that party;
- (d) must be delivered or posted by prepaid post to the address, or sent by fax to the number, of the addressee, or sent by email to the addressee, in accordance with clause 101.1(b)1.1(b); and



- (e) will be deemed to be received by the addressee:
- (i) (in the case of prepaid post) on the third business day after the date of posting to an address within Australia, and on the fifth business day after the date of posting to an address outside Australia;
  - (ii) (in the case of delivery by hand) on delivery at the address of the addressee as provided in clause 101.1(b), unless that delivery is made on a non business day, or after 5.00 pm on a business day, when that communication will be deemed to be received at 9.00 am on the next business day; and
  - (iii) (in the case of email) when it is received by the addressee's server,
- and where 'business day' means a day which is not a Saturday, Sunday or public holiday in the place of receipt of that communication.

## 11. General

- (a) Terms used in this Agreement have the same meaning as the terms defined in the Scheme Implementation Agreement unless the context requires otherwise.
- (b) Each party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) reasonably requested by the other party to give effect to this Agreement or required by law, including lodging any substantial holding notices required to be lodged in accordance with the Corporations Act 2001 (Cth) (**Corporations Act**).
- (c) This Agreement is governed by and will be construed according to the laws of Western Australia. Each party:
  - (i) irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to this Agreement; and
  - (ii) irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where that venue falls within clause 11(c)(i).
- (d) This Agreement may not be varied.
- (e) A party cannot assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.
- (f) Any provision of this Agreement which is illegal, void or unenforceable will be ineffective to the extent only of that illegality, voidness or unenforceability without invalidating the remaining provisions.
- (g) The provisions of this Agreement will enure for the benefit of and be binding on the Parties and their respective successors and permitted substitutes and assigns and (where applicable) legal personal representatives.

- (h) To the extent permitted by law, in relation to the subject matter of this Agreement, this Agreement:
  - (i) embodies the entire understanding of the parties and constitutes the entire terms agreed upon between the parties; and
  - (ii) supersedes any prior agreement (whether or not in writing) between the parties.
- (i) Each party acknowledges that no party (nor any person acting on its behalf) has made any representation or other inducement to it to enter into this Agreement, except for representations or inducements expressly set out in this Agreement.
- (j) Each party acknowledges and confirms that it does not enter into this Agreement in reliance on any representation or other inducement by or on behalf of any other party, except for any representation or inducement expressly set out in this Agreement.
- (k) This Agreement may be executed in any number of counterparts including by electronic counterparts. All counterparts will be taken to constitute one instrument.

## 12. Interpretation

In this Agreement:

- (a) headings are for convenience only and do not affect interpretation;
- (b) specifying anything after the words 'including', 'includes', 'for example' or any similar expression does not limit what else is included unless there is express wording to the contrary;

and unless the context indicates a contrary intention:

- (c) the expression 'person' includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (e) a reference to any document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (g) words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender;
- (h) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this Agreement, and a

reference to this Agreement includes any schedule, exhibit or annexure to this Agreement;

- (i) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (j) the word 'includes' in any form is not a word of limitation;
- (k) a reference to '\$' or 'dollar' is to Australian currency; and
- (l) if any day appointed or specified by this Agreement for the payment of any money or doing of any thing falls on a day which is not a business Day, the day so appointed or specified shall be deemed to be the next business Day.

## Schedule

### Item 1. Shareholder's name and contact details

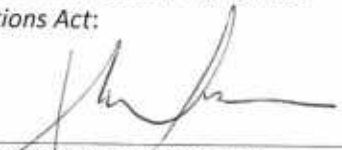
<b>Name of Shareholder</b>	MR NEIL DOUGLAS RAE + MRS MELANIE RAE <THE RAE FAMILY SF A/C>
<b>Address</b>	64 BRANKSOME GARDENS, CITY BEACH WA, 6015
<b>Email</b>	neil@barefootholdings.com.au
<b>Attention</b>	MR NEIL DOUGLAS RAE + MRS MELANIE RAE

### Item 2. Shareholder Shares

16,000,000 fully paid ordinary shares in the capital of Spookfish.
--

**Executed as an Agreement**

**Executed by Hoperidge Enterprises Pty Ltd  
ACN 058 568 835 atf Jones Family Trust in  
accordance with section 127 of the  
Corporations Act:**

  
\_\_\_\_\_  
Signature of Sole Director/Director

ROD JONES  
\_\_\_\_\_  
Name of Sole Director/Director in full

  
\_\_\_\_\_  
Signature of Sole Director/Director

CAROL JONES  
\_\_\_\_\_  
Name of Sole Director/Director in full

**Signed by MR NEIL DOUGLAS RAE + MRS  
MELANIE RAE <THE RAE FAMILY SF A/C> in  
the presence of:** )  
)  
)

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature of Witness

Simeon Rae  
\_\_\_\_\_  
Name of Witness in full

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature of Witness

Simeon Rae  
\_\_\_\_\_  
Name of Witness in full

# Voting Agreement

This Agreement is made Friday the 7<sup>th</sup> day of September 2018

**Parties**                    **Hoperidge Enterprises Pty Ltd (ACN 058 568 835) atf Jones Family Trust of 3/93**  
South Perth Esplanade, South Perth, WA 6151 (**Hoperidge**)

and

**The Party in Item 1 of the Schedule (Shareholder)**

**This Agreement provides**

## **1. Background**

- (a) Spookfish Limited ACN 123 511 017 (**Spookfish**) has entered into a scheme implementation agreement with its largest shareholder, Eagle View Technologies, Inc. (**EVT**), under which EVT has agreed to acquire all of the remaining fully paid ordinary shares in the capital of Spookfish (each a **Share**) that it does not already own (**Scheme Implementation Agreement**).
- (b) The Shareholder is the legal and beneficial owner of the Shares set out in Item 2 of the Schedule (**Shareholder Shares**).
- (c) Hoperidge proposes to make a public statement of intention that it will vote in favour of the Scheme provided the Scheme Consideration is increased to \$0.09 per Share.
- (d) Hoperidge is seeking the support of the Shareholder to vote in favour of the Scheme if the Scheme Consideration is increased on the terms and conditions of this Agreement.

## **2. Vote in favour of the Scheme**

In consideration of the mutual promises set out in this Agreement if EVT varies the Scheme Implementation Agreement to increase the Scheme Consideration to \$0.09 per Share, the Shareholder irrevocably undertakes to:

- (a) exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal; and
- (b) do everything (including executing any document and making any election) that is reasonably required, to exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal, including completing, signing and lodging one or more proxy forms consistent with the undertaking in clause 2(a) above on behalf of the Shareholder.

## **3. Power of Attorney**

By this clause the Shareholder grants Hoperidge an irrevocable power of attorney to:

- (a) exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal on the Shareholder's behalf; and

- (b) do everything (including executing any document and making any election) that is reasonably required, to exercise all votes attaching to the Shareholder Shares in favour of the Scheme in the absence of a Superior Proposal, including completing, signing and lodging one or more proxy forms consistent with the undertaking in clause 3(a) above on behalf of the Shareholder,

provided that EVT varies the Scheme Implementation Agreement to increase the Scheme Consideration to \$0.09 per Share.

#### 4. **Obligations of Hoperidge**

In consideration of the mutual promises set out in this Agreement, if EVT varies the Scheme Implementation Agreement to increase the Scheme Consideration to \$0.09 per Share, Hoperidge undertakes to exercise all votes attaching to the Shareholder Shares as power of attorney of the Shareholder in favour of the Scheme in the absence of a Superior Proposal.

#### 5. **Prohibited Actions**

The Shareholder agrees that from the date of execution of this Agreement until the termination of this Agreement, other than pursuant to a transaction contemplated by this Agreement, the Shareholder will not Dispose or Encumber any Shareholder Shares.

For the purposes of this clause 5:

“**Dispose**” has the meaning given by the Listing Rules; and

“**Encumbrance**” means a mortgage, charge, pledge, lien, hypothecation or third party interest of any kind whatsoever, or an agreement or arrangement to create any of them or to allow any of them to exist and **Encumber** has a corresponding meaning.

#### 6. **Warranties**

The Shareholder warrants to Hoperidge that:

- (a) it is the legal and beneficial owner of the Shareholder Shares;
- (b) the Shareholder Shares will at all relevant times be free from any Encumbrance (other than an Encumbrance (as defined in clause 5) created by this Agreement);
- (c) it has full power and authority to enter into this Agreement; and
- (d) where the Shareholder enters into this Agreement as trustee of a trust:
  - (i) the Shareholder has full power and lawful authority to execute and deliver this Agreement and to consummate and perform its obligations under this Agreement in its capacity as trustee of the trust; and
  - (ii) the beneficiaries of the trust have given their fully informed consent to the Shareholder entering into this Agreement, where such consent is necessary to authorise the Shareholder to enter into this Agreement; and
  - (iii) the execution and performance of this Agreement is not in breach of any trust, deed, contract or other obligation to which it is bound.

**7. Expiry and Termination**

This Agreement will expire and terminate and there will be no continuing rights or obligations of either party (other than the warranties set out in clause 6) if:

- (a) the Scheme Implementation Agreement is terminated; or
- (b) the Scheme is implemented.

**8. Confidentiality and Consent**

- (a) The fact and terms of this Agreement must be kept confidential until the announcement of the intentions of Hoperidge.
- (b) The Shareholder consents to the inclusion of references to it and the subject matter of this Agreement in any public announcement in relation to the Scheme, the intentions of Hoperidge or a substantial shareholder notice of Hoperidge.

**9. Acknowledgement by Shareholder**

The Shareholder acknowledges that:

- (a) it has had the opportunity to take legal advice in relation to its entry into this Agreement; and
- (b) it understands the irrevocable and binding nature of the commitments in this Agreement.

**10. Notices**

Any communication under or in connection with this Agreement:

- (a) must be in legible writing and in English;
- (b) must be addressed as shown below:
  - (i) if to Hoperidge:

Address:	Logan Robertson
Attention:	Level 8, 125 St Georges Terrace, Perth WA 6000
Email:	logan.robertson@hoperidge.com.au
  - (ii) if to the Shareholder to the contact details in Item 1 of the Schedule.  
(or as otherwise notified by that party to the other party from time to time);
- (c) must be signed by the party making the communication or (on its behalf) by the solicitor for, or by any attorney, director, secretary, or authorised agent of, that party;
- (d) must be delivered or posted by prepaid post to the address, or sent by fax to the number, of the addressee, or sent by email to the addressee, in accordance with clause 101.1(b)1.1(b); and



- (e) will be deemed to be received by the addressee:
- (i) (in the case of prepaid post) on the third business day after the date of posting to an address within Australia, and on the fifth business day after the date of posting to an address outside Australia;
  - (ii) (in the case of delivery by hand) on delivery at the address of the addressee as provided in clause 101.1(b), unless that delivery is made on a non business day, or after 5.00 pm on a business day, when that communication will be deemed to be received at 9.00 am on the next business day; and
  - (iii) (in the case of email) when it is received by the addressee's server,

and where 'business day' means a day which is not a Saturday, Sunday or public holiday in the place of receipt of that communication.

## 11. General

- (a) Terms used in this Agreement have the same meaning as the terms defined in the Scheme Implementation Agreement unless the context requires otherwise.
- (b) Each party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) reasonably requested by the other party to give effect to this Agreement or required by law, including lodging any substantial holding notices required to be lodged in accordance with the Corporations Act 2001 (Cth) (**Corporations Act**).
- (c) This Agreement is governed by and will be construed according to the laws of Western Australia. Each party:
  - (i) irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to this Agreement; and
  - (ii) irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where that venue falls within clause 11(c)(i).
- (d) This Agreement may not be varied.
- (e) A party cannot assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.
- (f) Any provision of this Agreement which is illegal, void or unenforceable will be ineffective to the extent only of that illegality, voidness or unenforceability without invalidating the remaining provisions.
- (g) The provisions of this Agreement will enure for the benefit of and be binding on the Parties and their respective successors and permitted substitutes and assigns and (where applicable) legal personal representatives.

- (h) To the extent permitted by law, in relation to the subject matter of this Agreement, this Agreement:
  - (i) embodies the entire understanding of the parties and constitutes the entire terms agreed upon between the parties; and
  - (ii) supersedes any prior agreement (whether or not in writing) between the parties.
- (i) Each party acknowledges that no party (nor any person acting on its behalf) has made any representation or other inducement to it to enter into this Agreement, except for representations or inducements expressly set out in this Agreement.
- (j) Each party acknowledges and confirms that it does not enter into this Agreement in reliance on any representation or other inducement by or on behalf of any other party, except for any representation or inducement expressly set out in this Agreement.
- (k) This Agreement may be executed in any number of counterparts including by electronic counterparts. All counterparts will be taken to constitute one instrument.

## **12. Interpretation**

In this Agreement:

- (a) headings are for convenience only and do not affect interpretation;
- (b) specifying anything after the words 'including', 'includes', 'for example' or any similar expression does not limit what else is included unless there is express wording to the contrary;

and unless the context indicates a contrary intention:

- (c) the expression 'person' includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (e) a reference to any document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (g) words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender;
- (h) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this Agreement, and a

reference to this Agreement includes any schedule, exhibit or annexure to this Agreement;

- (i) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (j) the word 'includes' in any form is not a word of limitation;
- (k) a reference to '\$' or 'dollar' is to Australian currency; and
- (l) if any day appointed or specified by this Agreement for the payment of any money or doing of any thing falls on a day which is not a business Day, the day so appointed or specified shall be deemed to be the next business Day.

## Schedule

### Item 1. Shareholder's name and contact details

<b>Name of Shareholder</b>	TISIA NOMINEES PTY LTD <THE HENDERSON FAMILY A/C>
<b>Address</b>	PO BOX 183, COTTESLOE WA, 6911
<b>Email</b>	tom@forrestcapital.com.au
<b>Attention</b>	Tom Henderson

### Item 2. Shareholder Shares

13,924,871 fully paid ordinary shares in the capital of Spookfish.

**Executed as an Agreement**

**Executed by Hoperidge Enterprises Pty Ltd  
ACN 058 568 835 atf Jones Family Trust in  
accordance with section 127 of the  
Corporations Act:**

\_\_\_\_\_  
Signature of Sole Director/Director

\_\_\_\_\_  
Signature of Sole Director/Director

\_\_\_\_\_  
Name of Sole Director/Director in full

\_\_\_\_\_  
Name of Sole Director/Director in full

**Company**

**Executed by TISIA NOMINEES PTY LTD <THE  
HENDERSON FAMILY A/C> in accordance  
with section 127 of the Corporations Act:**



\_\_\_\_\_  
Signature of Sole Director/Director

\_\_\_\_\_  
Signature of Secretary/other Director

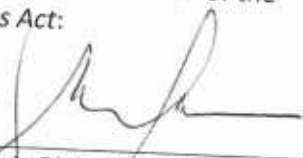
Thomas Henderson

\_\_\_\_\_  
Name of Sole Director/Director in full

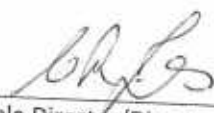
\_\_\_\_\_  
Name of Secretary/other Director in full

**Executed** as an Agreement

**Executed** by Hoperidge Enterprises Pty Ltd  
ACN 058 568 835 atf Jones Family Trust in  
accordance with section 127 of the  
*Corporations Act*:

  
\_\_\_\_\_  
Signature of Sole Director/Director

RON JONES  
\_\_\_\_\_  
Name of Sole Director/Director in full

  
\_\_\_\_\_  
Signature of Sole Director/Director

CAROL JONES  
\_\_\_\_\_  
Name of Sole Director/Director in full

Company

**Executed** by TISIA NOMINEES PTY LTD <THE  
HENDERSON FAMILY A/C> in accordance  
with section 127 of the *Corporations Act*:

\_\_\_\_\_  
Signature of Sole Director/Director

\_\_\_\_\_  
Name of Sole Director/Director in full

\_\_\_\_\_  
Signature of Secretary/other Director

\_\_\_\_\_  
Name of Secretary/other Director in full