

Intiger to acquire FinTech developer, Complii

Intiger Group Limited (**Intiger** or the **Company**) (**ASX:IAM**) is pleased to announce that the Company has signed a Bid Implementation Agreement (**BIA**) with Complii FinTech Solutions Ltd (**Complii**), which sets out the terms on which the Company will offer to acquire all of the fully paid ordinary shares in Complii by way of an off-market takeover (**Takeover Offer**).

As set out in the BIA, the Company will offer holders of fully paid ordinary shares in Complii who accept the Takeover Offer the following consideration:

- 1.24357915 fully paid ordinary shares in the capital of Intiger (**Shares**);
- 0.31089478 unlisted options each with an exercise price of \$0.05 and expiration date of 31 December 2022; and
- 0.41452637 unlisted options each with an exercise price of \$0.10 and expiration date of 31 December 2023,

(each stated on a post-Consolidation basis¹) for every fully paid ordinary share held in Complii.

The Takeover Offer will be subject to the satisfaction of certain bid conditions including re-compliance with Chapters 1 and 2 of the ASX Listing Rules (**Listing Rules**) and completion of a public offer (**Public Offer**). If the conditions to the Takeover Offer are not satisfied or waived before the end of the offer period under the Takeover Offer (**Takeover Offer Period**), the proposed acquisition of 100% of the issued capital of Complii (**Proposed Acquisition**) will not proceed.

The BIA, which includes the conditions to the Takeover Offer is annexed at Schedule 1.

The Company notes that ASX takes no responsibility for the contents of this announcement.

Overview of Complii

Complii is a Financial Technology (FinTech) company which has a vision of becoming the financial services industry standard in targeted risk, compliance and business technology.

The Complii Group (defined below) provides solutions to the financial services sector covering compliance, capital raising, e-learning, account opening and online portfolio management tools. These solutions are primarily provided through the Complii platform (**Complii Platform**), a modular and customisable digital platform that provides a configurable digital solution to offer specific business, compliance and operational needs of financial organisations, their advisers and investors.

The Complii Group is expanding and diversifying its product offering through the recent acquisition of the following entities:

- Shroogle Pty Ltd (**Shroogle**), acquired in October 2019, has developed an online platform for individuals to apply for a competitive home loan and to seek assistance in the completion of the application process, and support through to settlement (**Shroogle Platform**). Shroogle has been issued an Australian Credit Licence and operates as a mortgage broker;
- ThinkCaddie Pty Ltd (**ThinkCaddie**), acquired in November 2019, which developed a compliance e-learning module, which has been integrated into the core Complii Platform; and

¹ Following the proposed 80:1 consolidation of the capital of Intiger, for which the approval of shareholders will be sought at a shareholder meeting which is expected to be held in November 2020 (**Consolidation**).

- Adviser Solutions Group Pty Ltd (**ASG**), acquired in May 2020, which provides AFSL services to support organisations and individuals who are providing financial advice to their clients. These organisations are also provided with access to the core Complii Platform to manage their compliance functions, (the above entities, as well as Complii, comprise the **Complii Group**).

The Complii Group currently operates in Australia.

A summary of the Complii Platform, the Shroogle Platform and the services provided by ASG is set out below.

Complii Platform

The Complii Platform digitises compliance, capital raising and operational functions, assisting stockbrokers, financial planners and other AFSL holders to meet their regulatory obligations. The Complii Platform is a secure service that allows customers to subscribe to service module(s), as set out in the table below.

Electronic Compliance	A digital platform that removes the need for paper-based compliance functions. This customisable software has been designed to automate, record and report on targeted AFSL holder compliance obligations.
Capital Raisings	Manages the core capital raising functions allowing financial advisers to manage the bidding, scale back and allocation process. Successful bids letters can be automatically sent to clients who have the option to electronically accept.
Client Portfolios	Enables the customer's client to log on securely to view their investment portfolio. Investors can also upload and manage assets held outside their trading accounts, to update their investor profile, add stocks to watch lists and contact their adviser through a secure channel. Both investors and advisers have the ability to view and print trading statements, ledger activity, contract notes and end of financial year reports.
Account Fast	An account opening application which allows advisers to establish a fully compliant investor account digitally. A snapshot of the investor's identification details is uploaded into the application for external AML verification and an account can be created within minutes in an external brokers' back-office system.
ThinkCaddie	A platform that helps financial advisers and AFS licensees meet their legislated continuing professional development (CPD) obligations by aggregating CPD content relevant to the industry from more than 200 leading financial services content providers. Users can consume the content, demonstrate applied learning outcomes and track it against their Financial Adviser Standards and Ethics Authority CPD requirements. From a management perspective, ThinkCaddie alleviates the burden of following up representatives through the use of automated reminder emails, progress overview snapshots and real-time CPD reporting.

The services modules have been designed and developed by industry professionals with collaborative input from stakeholders and customers and are continually updated to offer new functions and to comply with new regulatory obligations.

Users access the Complii Platform based on a subscription model of monthly or annual fees, charged according to the number of users and the modules utilised.

Shroogle, Personal Advice Service

Complii is currently in the process of expanding its product offering to provide comprehensive personalised financial advice and related services to meet the needs of Australian consumers.

Shroogle launched an online mortgage broking service in October 2019, which enables customers to find a competitive product over the life of a home loan from a database of twenty mortgage lenders. This service is supported by an assigned credit officer who assists customers throughout the application process. The

Shroogle Platform currently operates on a business-to-consumer basis, offering its services directly to customers.

Shroogle generates revenue by charging customers a fixed fee (deducted from the commission paid by the lender) regardless of the size of the loan. As a fixed fee is charged for this service, customers are rebated for any commissions earned by Shroogle. This means that, in essence, the larger the loan, the larger the rebate paid to the customer. This unique offering differentiates Shroogle from its competitors.

Adviser Solutions Group

ASG provides corporate authorised representative services and applicable AFSL supervisory functions to financial services firms and their advisers. ASG has recently established trading connectivity to offer domestic ASX trading capability and settlement services to support customers' back-office functions.

Clients of ASG are also provided with access to the Complii Platform, enabling ASG to actively manage the compliance supervisory functions.

Under this service, revenue is earned from the customer on either a fixed fee basis per capital raise deal or on the basis of a recurring monthly fee for corporate authorised representative services. With respect to ASG trading and settlement service, the customer and ASG share the broker commission revenue (after deducting direct brokerage costs).

Revenue and Business Model

Complii currently generates revenue primarily from monthly and annual subscription fees paid by customers for use of the Complii Platform. As at the date of this announcement, Complii provides over 60 investment and advisory firms with access to its services.

Complii has experienced rapid growth since commencement of its operations and activation of the Complii Platform. Following completion of the Public Offer, the Company intends to utilise the funds raised to:

- introduce new service modules to the Complii Platform;
- continue to develop the existing service modules which are available on Complii Platform;
- introduce new modules to the Shroogle Platform, including modules relating to superannuation, insurance, investment and tax;
- conduct marketing and promotional activities to increase the Shroogle user-base by targeting potential customers through digital advertisement channels;
- contract a part-time business development executive to build and contract the pipeline for the ASG services;
- undertake the gap analysis to adapt the Complii Platform to the needs of international markets initially in the United Kingdom and Singapore and to market the Complii Platform through strategic partnerships and direct marketing to firms in the designated region.

Key Dependencies of the Business Model

The key factors that Complii will depend on to meet its objectives are:

- the Company's capacity to re-comply with Chapters 1 and 2 of the Listing Rules to enable re-admission and quotation of the Company's securities;
- the successful completion of the Public Offer;
- the successful completion of the Proposed Acquisition;
- continual development and updates to the Complii Platform to ensure compliance with regulatory requirements;

- customers' willingness to utilise the Complii Platform and to pay for the products and services that the Complii Group provides;
- being able to increase the number of customers using the Complii Platform and the number of service modules that each customer subscribes for, to achieve economies of scale and to generate revenue;
- raising sufficient funds to develop its technology further and pursue business growth opportunities while the Company works towards generating profits from the commercialisation of its technology; and
- maintenance of its existing Australian Financial Services Licence and Australian Credit Licence.

Change of Activities

The Proposed Acquisition of Complii will result in a change in Intiger's nature and/or scale of activities and will require shareholder approval under Chapter 11 of the Listing Rules as well as require the Company to re-comply with Chapters 1 and 2 of the Listing Rules.

Name Change

Following completion of the Proposed Acquisition, and subject to shareholder approval, the Company intends to change its name to 'Complii FinTech Solutions Limited'.

Change of Board

The Company intends to continue to have a board of three following the Proposed Acquisition. The Company will seek the approval of shareholders to appoint Mr Craig Mason (Executive Chairman) and Ms Alison Sarich (Managing Director) (together, the **Proposed Directors**) to the board effective on completion of the Proposed Acquisition. To ensure continuity of corporate governance, Mr Greg Gaunt has agreed to remain as a director. Current directors of the Company, Mr Patrick Canion and Mr Mark Fisher will retire from the board at the conclusion of the Proposed Acquisition.

The qualifications and experience of Mr Craig Mason and Ms Alison Sarich are set out below.

Mr Craig Mason

Proposed Executive Chairman

Craig has over 30 years' experience in the finance industry in various capacities and has been involved in many major changes which have taken place and shaped the industry over this time. He has worked closely with ASX, ASIC and recently APRA more specifically in the areas of custody, third party trade execution and clearing associated services.

During his career, Craig has established three third-party clearing and trade execution businesses in Australia and held senior roles with Bank of America Merrill Lynch, UBS and BNY Mellon/ Pershing.

Craig has continued to work with the industry and its stakeholders to further enhance the important mid-tier and boutique broking segment with particular focus on the retail and wealth management segment.

Ms Alison Sarich

Proposed Managing Director

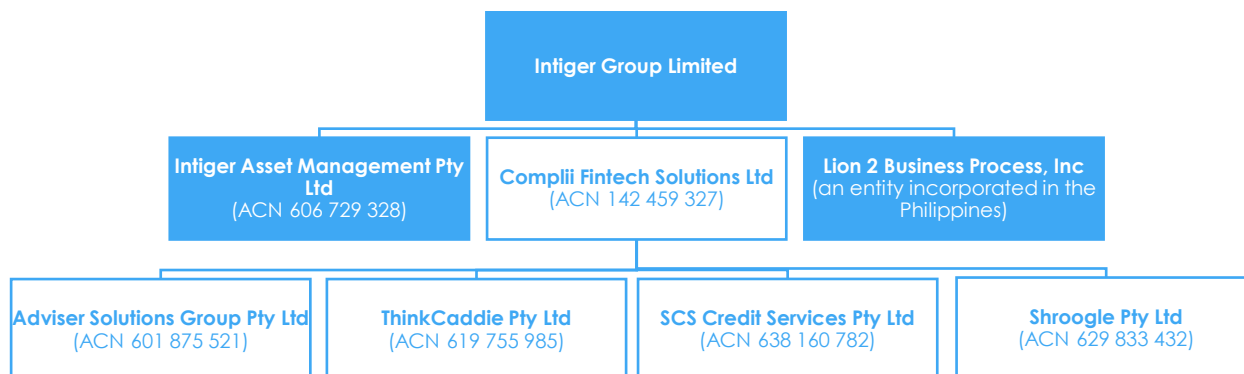
Alison has strong relationship management and operations experience in the finance industry and brings this to the everyday running of Complii.

Alison has been instrumental in the commercialisation of Complii into Sydney and Melbourne.

During her career, Alison has held senior operational roles in Australia and the UK with JP Morgan, Credit Suisse, BNP Paribas and Pershing. One of her leading successes was being part of the pioneering team at Pershing that helped create the service module, which became the baseline for the business.

Corporate Structure

Subject to the completion of the Proposed Acquisition, the corporate structure of the Company is anticipated to be as follows:



Public Offer

To assist the Company to re-comply with Chapters 1 and 2 of the Listing Rules the Company plans, subject to Shareholder approval, to conduct a capital raising through the issue of a minimum of 100,000,000 Shares (on a post-consolidation basis) at an issue price of \$0.05 per Share to raise a minimum of \$5,000,000 before costs (**Minimum Subscription**) and a maximum of 140,000,000 Shares (on a post-consolidation basis) at an issue price of \$0.05 per Share to raise a maximum of \$7,000,000 before costs (**Maximum Subscription**). The Public Offer will be conducted under a full form prospectus (**Prospectus**).

The Company has appointed Euroz Securities Ltd (ACN 089 314 983) (**Euroz**) as lead manager to the Public Offer. In consideration for its services, the Company has agreed:

- subject to obtaining Shareholder approval, to issue Euroz (or its nominees) 4,000,000 Facilitation Shares (on a post-Consolidation basis) in consideration for introducing the Proposed Acquisition to the Company and assisting with its implementation;
- pay Euroz a lead management fee of 2% of all funds raised under the Public Offer (being a fee of between \$100,000 and \$140,000); and
- pay Euroz a placement fee of 4% of all funds raised under the Public Offer (being a fee of between \$200,000 and \$280,000).

Intiger has agreed to pay Michael Carter a \$50,000 fee in consideration for introducing the Proposed Acquisition to the Company and assisting with its implementation. Subject to Intiger Shareholder approval being obtained, the fee will be payable in Shares at the relisting price of \$0.05 (1,000,000 Facilitation Shares, on a post-Consolidation basis).

The Public Offer will not be underwritten.

Proposed Use of Funds

The Company intends to apply funds raised from the Public Offer, together with existing cash reserves, over the first two years following admission of the Company to the official list of the ASX (**Official List**) as follows:

Allocation of funds	Minimum Subscription	Maximum Subscription
Product development and integration	\$1,100,000	\$1,579,703
Marketing	\$700,000	\$1,005,266
Strategic and acquisition opportunities	\$800,000	\$1,148,875
Expansion capital	\$1,611,000	\$2,357,156
Fees to Broker/Lead Manager	\$300,000	\$420,000
Costs of the Public Offer	\$189,000	\$189,000
Unallocated working capital	\$300,000	\$300,000
Total Use of Funds	\$5,000,000	\$7,000,000

Notes:

- Expenses of the Public Offer include legal fees, ASX fees, adviser fees, Investigating Accountant fees, Share Registry Fees and brokerage costs.

The above table is a statement of current intentions as of the date of this announcement. As with any budget, intervening events and new circumstances have the potential to affect the manner in which the funds are ultimately applied. The Board reserves the right to alter the way funds are applied on this basis.

Indicative Capital Structure

The proposed capital structure of the Company following completion of the Proposed Acquisition and issues of all securities contemplated as at the date of this announcement (which will be subject to receipt of Shareholder approval at the Company's upcoming shareholder meeting) is set out below. The Company notes the capital structure is indicative only and may be subject to change prior to completion of the Proposed Acquisition.

	Shares		Options	Performance Rights
	Minimum Subscription	Maximum Subscription		
Current	1,936,136,913	1,936,136,913	315,000,000 ¹	-
Post-Consolidation	24,201,686	24,201,686	3,937,500 ²	-
Expiry of Existing Options	-	-	(3,937,500)	-
Shares to be issued pursuant to the Public Offer	100,000,000	140,000,000	-	-
Shares and Options issued pursuant to the Takeover Offer	124,000,000	124,000,000	72,333,338 ³	-
Director Fee Shares	550,000	550,000	-	-
Facilitation Shares	5,000,000	5,000,000	-	-
Convertible Note Securities ⁴	5,213,698	5,213,698	10,000,000	-
Placement Fee Shares	187,500	187,500	-	-
Director Performance Rights ⁵	-	-	-	25,250,000
TOTAL	259,152,884	299,152,884	82,333,338	25,250,000

Notes:

- Options exercisable at \$0.015 each on or before 31 October 2020.
- Options exercisable at \$1.20 each on or before 31 October 2020
- Comprising 31,000,002 Options exercisable at \$0.05 each on or before 31 December 2022 on a post-Consolidation basis and 41,333,336 Options exercisable at \$0.10 each on or before 31 December 2023 on a post-Consolidation basis.
- The Company intends to seek shareholder approval to vary the terms of its existing convertible notes. Subject to such shareholder approval being received, the convertible note holders will receive 5,000,000 Shares and 10,000,000 Options exercisable at \$0.05 each on or before 31 December 2023 (on a post-Consolidation basis) on conversion of the convertible notes, which will occur within 5 business days of the later to occur of the Company completing the issue of a minimum of 100,000,000 Shares (on a post-Consolidation basis) at an issue price of \$0.05 per Share to raise a minimum of \$5,000,000 (before costs) under the Public Offer, the Company obtaining a relevant interest at least 90% of the aggregate of all the fully paid ordinary shares on issue (on a fully-diluted basis) in Complii and the Company receiving from ASX written confirmation that ASX will re-admit the Company to the Official List and terminate the suspension from official quotation of the Shares, subject to the satisfaction of such terms and conditions (if any) as are prescribed by ASX or the Listing Rules. Subject to obtaining shareholder approval, the Company will also issue 213,698 Shares (on a post-Consolidation basis) in settlement of interest owing in respect of those convertible notes.
- The Company has agreed, subject to obtaining shareholder approval and completion of the Proposed Acquisition, to issue an aggregate of 25,250,000 Performance Rights to the Proposed Directors in order to link part of the remuneration and fees paid to specific performance criteria, namely the achievement of specific milestones, include a market-linked incentive component in their remuneration package or fees payable (as applicable), motivate and reward the successful performance of the Proposed Directors in their respective roles in managing the operations and

strategic direction of the Company and further align the goals of the Proposed Directors with creating value for Shareholders.

Indicative Timetable

An indicative timetable is set out below. The Company notes the timetable may be subject to change.

Event	Date
Notice of Meeting sent to Intiger shareholders	26 October 2020
Bidder's Statement lodged with ASIC and served on Complii	28 October 2020
Target's Statement lodged with ASIC and served on Intiger	28 October 2020
Takeover Offer Period commences	30 October 2020
Prospectus lodged with ASIC	2 November 2020
Public Offer opens	2 November 2020
Intiger Annual General Meeting	25 November 2020
Public Offer closes	27 November 2020
End of Takeover Offer Period (unless extended)	30 November 2020
Anticipated date for re-instatement to trading on ASX	4 December 2020

*Please note that this timetable is indicative only and the Directors of the Company reserve the right to amend the timetable as required.

Pro Forma Balance Sheet

A pro forma balance sheet as at 30 June 2020 showing the effect of the Proposed Acquisition and the Capital Raising on the Company is set out in Annexure A to this announcement. The pro forma balance sheet has been prepared using audited accounts for the Company and Complii.

Control Issues

No person will acquire a holding of Shares, or increase their holding, to an amount in excess of 19.9% of all the Shares on issue on completion of the Proposed Acquisition.

Shareholder Approvals

A notice of meeting seeking Shareholder approval for the resolutions required to give effect to the Proposed Acquisition will be sent to Shareholders in due course. It is expected that the Company will convene its annual general meeting in November 2020 (**Annual General Meeting**) to facilitate Shareholder approval for the following matters in respect of the Proposed Acquisition:

- approval for a change in nature and/or scale of the Company's activities;

- the approval of the consolidation of the Company's currently issued Shares and options (**Consolidation**);
- the issue of up to 140,000,000 Shares (on a post-Consolidation basis) under the Public Offer;
- the issue of an aggregate of 5,000,000 Shares (on a post-Consolidation basis), comprising the issue of to 1,000,000 Shares to Mr Michael Carter and 4,000,000 Shares to Euroz in consideration for facilitating and introducing the Proposed Acquisition to the Company;
- the issue of 5,000,000 Shares and 10,000,000 Options (on a post-Consolidation basis) on conversion of the convertible notes which are on issue; and
- the issue of 213,698 Shares (on a post-Consolidation basis), which will be issued in connection with the repayment of interest owing in respect of the convertible notes;
- the election of the Proposed Directors;
- the issue of up to an aggregate of 25,250,000 Performance Rights (on a post-Consolidation basis) to the Proposed Directors in order to link part of the remuneration and fees paid to specific performance criteria; and
- the adoption of an incentive performance rights plan.

The Company will also seek Shareholder approval for the change of the Company's name to 'Complii FinTech Solutions Limited' and the adoption of a new constitution.

The Company's securities have been suspended from quotation since 31 August 2020 and will remain suspended from quotation until the Company has completed the Proposed Acquisition and re-complied with Chapters 1 and 2 of the Listing Rules, including by satisfaction of ASX's conditions precedent to reinstatement.

If Shareholders do not approve the Proposed Acquisition, the Company's securities will not be reinstated to trading until such time as the Company has demonstrated to ASX that it satisfies Chapter 12 of the Listing Rules.

For the purposes of ASX Listing Rule 3.13.1 and clause 13.3 of its Constitution, Intiger advises that anticipates that the AGM will be held on or after 23 November 2020.

The closing date for the receipt of nominations from persons wishing to be considered for election as a director is 12 October 2020. Any nominations must be received in writing no later than 5.00pm (WST) on 12 October 2020 at Intiger's registered office.

Shareholders will be advised of further details regarding the AGM including the date and time of the AGM in a separate Notice of Meeting, which will be provided to shareholders in October 2020. The Notice of Meeting will also be available on the ASX Company Announcements Platform and the Company's website at www.intigergrouplimited.com.au.

ASX Waivers and Confirmations Obtained

Listing Rule 2.1 (Condition 2) provides that the issue price or sale price of all the securities for which an entity seeks quotation (except options) must be at least 20 cents in cash.

Listing Rule 1.1 (Condition 12) provides that if an entity has options on issue, the underlying security (the exercise price) must be at least 20 cents.

The Company has received a conditional waiver from the requirements of:

- Listing Rule 2.1 (Condition 2) to allow the Company to offer Shares under the Public Offer with an issue price which is less than 20 cents; and
- Listing Rule 1.1 (Condition 12) to allow the Company to issue Options with an exercise price of less than 20 cents each and to permit the Company to have Performance Rights on issue with a nil exercise price.

The ASX granted the Company a waiver from Listing Rule 2.1 (Condition 2) to the extent necessary to permit the issue price of the ordinary shares issued under the Public Offer at an issue price of \$0.05 each, on the following conditions:

- the issue price of the Shares issued by the Company under the Public Offer is not less than \$0.05 per Share;
- the terms of the waiver are clearly disclosed in the Notice of Meeting and in the Prospectus;
- Shareholders approve the issue price of the ordinary securities as part of the approvals obtained under Listing Rule 11.1.2 for the Proposed Acquisition; and
- the Company completes the a consolidation such that its securities are consolidated at a ratio that will be sufficient, based on the lowest price at which the Company's securities traded over the 20 trading days preceding the date of the suspension of the Company's securities from official quotation, to achieve a market value for its securities of not less than \$0.05 per Share.

The ASX granted the Company a waiver from Listing Rule 1.1 (Condition 12) to permit the Company to have Options on issue with an exercise price which is less than 20 cents and Performance Rights on issue with a nil exercise price on the following conditions:

- the exercise price of the Options is not less than \$0.05 each (being the price at which the Public Offer is being conducted);
- the terms of the waiver are clearly disclosed in the Notice of Meeting and in the Prospectus; and
- Shareholders approve the issue of the Options and the Performance Rights as part of the approvals obtained under Listing Rule 11.1.2 for the Proposed Acquisition.

Appropriate Enquiries

The Company confirms that it has undertaken appropriate enquiries into the assets and liabilities, financial position and performance, profits and losses, and prospects of Complii for the Board to be satisfied that the Proposed Acquisition is in the best interests of Shareholders.

Previous Security Issues

In the six months prior to the date of this announcement, the Company has completed the following security issues:

- **Placement:** A placement of 250,000,000 Shares (on a pre-Consolidation basis) at an issue price of \$0.0005 per Share to professional and sophisticated investors who participated in a placement undertaken by the Company in June 2020 to raise \$125,000 (before costs) . The Shares were issued on 11 June 2020 under the Company's placement capacity pursuant to Listing Rule 7.1. The funds raised under the placement were used for evaluating potential acquisition opportunities and general working capital purposes. The issue was not underwritten.
- **Interest Shares:** The Company issued 8,241,096 Shares (on a pre-Consolidation basis) on 17 May 2020 to the convertible noteholders in repayment of interest owed of \$6,181. The Shares were issued at a deemed issue price of \$0.00075 per Share in accordance with Shareholder approval obtained at the general meeting held on 18 February 2020. The issue was not underwritten.

Regulatory Requirements Generally

The Company notes that:

- the transaction requires security holder approval under Listing Rule 11.1.2 and may not proceed if that approval is not forthcoming;

- the Company is required to re-comply with ASX's requirements for admission and quotation and therefore the Proposed Acquisition may not proceed if those requirements are not met;
- if the Company does not complete the Proposed Acquisition and re-comply with ASX's requirements for admission and quotation, the Company's securities will not be reinstated to trading until such time as the Company has demonstrated to ASX that it satisfies Chapter 12 of the Listing Rules;
- ASX has an absolute discretion in deciding whether to re-admit the Company to the Official List and to quote its securities and, therefore, the Proposed Acquisition may not proceed if ASX exercises that discretion; and
- investors should take account of these uncertainties in deciding whether to buy or sell the Company's securities.

Furthermore, the Company:

- notes that ASX takes no responsibility for the contents of this announcement; and
- confirms that it is in compliance with its continuous disclosure obligations under Listing Rule 3.1.

This announcement has been authorised by the Board of Intiger Group Limited.

- ENDS -



A.C.N. 098 238 585

Schedule 1 - Bid Implementation Agreement

INTIGER GROUP LIMITED
ACN 098 238 585
(Intiger)

and

COMPLII FINTECH SOLUTIONS LTD
ACN 142 459 327
(Complii)

BID IMPLEMENTATION AGREEMENT

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THIS AGREEMENT is made the 29th day of September 2020

BETWEEN

INTIGER GROUP LIMITED (ACN 098 238 585) of c/- Wolfstar Corporate Management Pty Ltd, Level 1, 247 Oxford Street, West Leederville, Western Australia (**Intiger**);

AND

COMPLII FINTECH SOLUTIONS LTD (ACN 142 459 327) of Suite 1.03, 56 Pitt Street, Sydney, New South Wales (**Complii**).

RECITALS

- A.** Intiger is proposing to acquire all of the Complii Shares by way of the Takeover Bid.
- B.** Intiger and Complii have agreed to certain matters in relation to the Takeover Bid as set out in this agreement.
- C.** The Complii Board proposes to recommend that Complii Shareholders accept the Takeover Offer in respect of their Complii Shares subject only to the qualification that no Superior Proposal emerges.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following words have these meanings in this agreement unless the contrary intention appears:

Advisers means, in relation to an entity, its legal, financial and other expert advisers.

Amount of the Consideration means:

- (a) the amount of any payment in connection with a supply; and
- (b) in relation to non-monetary consideration in connection with a supply, the GST exclusive market value of that consideration as reasonably determined by the supplier.

Announcement Date means the date the Takeover Bid is announced in accordance with clause 10.

ASIC means the Australian Securities and Investments Commission.

Associate has the meaning in section 12 of the Corporations Act as if subsection (1) of that section is included as a reference to this agreement.

ASX means ASX Limited (ACN 008 624 691) or where the context requires, the financial market that it operates.

Bidder's Statement means the bidder's statement to be issued by Intiger in respect of the Takeover Bid in accordance with Chapter 6 of the Corporations Act.

Business Day means a business day as defined in the Listing Rules.

Competing Proposal means any expression of interest, proposal, offer or transaction notified to the Complii Board which, if completed substantially in accordance with its terms, would mean a person (other than Intiger or its Related Bodies Corporate) would:

- (a) directly or indirectly, acquire an interest or Relevant Interest in or become the holder of:
 - (i) 20% or more of all Complii Shares;
 - (ii) voting power of more than 20% in Complii;
 - (iii) all or a substantial part of the business conducted by the Complii Group.
- (b) acquire control of Complii, within the meaning of section 50AA of the Corporations Act; or
- (c) otherwise directly or indirectly acquire or merge with Complii or acquire an economic interest in the whole or a substantial part of Complii or its businesses or assets (including by takeover offer, scheme of arrangement, capital reduction, sale of assets, strategic alliance, joint venture, partnership or reverse takeover bid).

Complii Board means the board of directors of Complii.

Complii Confidential Information means all confidential, non-public or proprietary information regardless of how the information is stored or delivered, exchanged between the parties before, on or after the date of this agreement relating to the business, technology or other affairs of Complii or its Subsidiaries, the terms of this agreement, its existence and the fact the parties are in negotiations in relation to the agreement.

Complii Director means a director of Complii.

Complii Director Shares means 1,250,000 Complii Shares which are proposed to be issued, subject to obtaining approval from the Complii Shareholders, to Alison Sarich.

Complii Employee Shares means 963,275 Complii Shares which are proposed to be issued to various employees of Complii.

Complii Finance Facility means the loan facility agreement between Complii (as borrower) and JMN Services Pty Ltd (ACN 138 125 201) (as lender) dated 22 September 2020 pursuant to which:

- (a) the lender may advance up to \$100,000 to Complii; and
- (b) the loan and accrued interest is repayable by Complii on successful completion of the Takeover Bid (from the proceeds of the Public Offer) or earlier in other certain circumstances.

Complii Group means Complii and its Subsidiaries.

Complii Loan Conversion Shares means 19,957,413 Complii Shares which are proposed to be issued to existing lenders of Complii upon conversion of the Complii Loans.

Complii Loans means the existing loans between Complii and various lenders to the value of \$1,192,445 (which includes \$1,080,000 in principal and interest owing of \$117,445) but does not include any amount that may be advanced to Complii under the Complii Finance Facility.

Complii Material Adverse Change means any act, omission, event, change, matter or circumstance occurring, or being discovered or becoming public (either individually or aggregated with other acts, omissions, events, changes, matters or circumstances) which:

- (a) has, will or is reasonably likely to have a material adverse effect on the assets, liabilities, financial position, performance, profitability or prospects of the Complii Group taken as a whole (whether individually or when aggregated with one or more other events, matters or things); or
- (b) any event, matter or thing, as described in sub-paragraph (a), which occurred before the date of this agreement but was not apparent from public filings of Complii before then, becomes public,

where the financial impact of such event, change, condition, matter or thing on the Complii Group exceeds \$50,000, but does not include:

- (c) anything which has arisen solely as a result of actions taken by any member of the Complii Group in the ordinary course of its business;
- (d) those events or circumstances required to be done or procured by Complii pursuant to this agreement;
- (e) those events or circumstances relating to changes in the global technology industry or security markets generally or a change in the market price of technology stocks which impacts on Complii and its competitors in a similar manner; or
- (f) an event, circumstance, matter or information that is known to Intiger or its Representatives on or prior to the date of this agreement or otherwise disclosed in public filings by Complii with ASIC or provided to ASX on or prior to the date of this agreement.

Complii Option means an option to acquire a Complii Share.

Complii Salary Shares means 306,249 Complii Shares which are proposed to be issued to directors and executives of Complii in lieu of directors' fees and salary payments.

Complii Share means a fully paid ordinary share in Complii.

Complii Shareholder means a holder of one or more Complii Shares.

Conditions means the conditions to the Takeover Offer which are set out in Schedule 2.

Confidential Information means Intiger Confidential Information or Complii Confidential Information, as the case requires.

Confidentiality Agreement means the confidentiality agreement entered into between Intiger and Complii dated 20 May 2020.

Consolidation means the 80:1 consolidation which will be undertaken by Intiger in accordance with shareholder approval obtained at Intiger's upcoming annual general meeting.

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

Director Fee Shares means 550,000 Shares (on a post-Consolidation basis) which, subject to Intiger Shareholder approval being obtained, will be issued to Mr Greg Gaunt (or his nominee) in lieu of accrued directors' fees.

Director Performance Rights means an aggregate of 25,250,000 Performance Rights (on a post-Consolidation basis) which, subject to Intiger Shareholder approval being obtained and the completion of the Takeover Bid, will be issued to Ms Alison Sarich and Mr Craig Mason.

Encumbrance means any mortgage, lien, charge, pledge, assignment by way of security, security interest, title retention, preferential right or trust arrangement, claim, covenant, profit a prendre, easement or any other security arrangement or any other arrangement having the same effect.

End Date means the earliest of:

- (a) date of termination of this agreement in accordance with its terms; and
- (b) the end of the Takeover Offer Period,

or such later date as the parties agree.

Essential Resolutions means the following resolutions which will be considered by Intiger Shareholders at an upcoming meeting:

- (a) the adoption of the remuneration report as contained in Intiger's annual financial report for the financial year ended 30 June 2020 (or in the alternative, if the spill resolution is put to the vote, the spill resolution not being carried);
- (b) the change to the nature and/or scale of Intiger's activities as a result of the Takeover Offer for the purposes of Listing Rule 11.1.2;
- (c) the Consolidation;
- (d) the issue of the Intiger Capital Raising Shares;
- (e) the issue of the Intiger Facilitation Shares;
- (f) the appointment of Ms Alison Sarich and Mr Craig Mason as directors of Intiger on and from completion of the Takeover Offer;
- (g) the issue of the Director Performance Rights;
- (h) the adoption of an incentive performance rights plan; and
- (i) the issue of the Intiger Convertible Note Shares, Intiger Convertible Note Options and the Intiger Interest Shares.

Euroz means Euroz Securities Ltd (ACN 089 314 983)

Excluded Information means Intiger Confidential Information or Complii Confidential Information which:

- (a) is in or becomes part of the public domain other than through a breach of this agreement or an obligation of confidence owed to the party providing the Confidential Information;
- (b) the recipient of the Confidential Information can prove by contemporaneous written documentation was already known to it at the time of disclosure by the party providing the Confidential Information (unless such knowledge arose from disclosure of information in breach of an obligation of confidentiality); or
- (c) the recipient of the Confidential Information acquires from a source other than the party providing the Confidential Information or any Related Body Corporate or Representative of the party providing the Confidential Information where such source is entitled to disclose it.

Exclusivity Period means the period from and including the date of this agreement until the earlier of:

- (a) the date of termination of this agreement in accordance with its terms;
- (b) the end of the Takeover Offer Period; and
- (c) the date that is 6 months after the date of this agreement.

GST means a goods and services or similar tax imposed in Australia.

GST Act means the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Input Tax Credit has the meaning it has in the GST Act.

Intiger Board means the board of directors of Intiger.

Intiger Capital Raising Shares means up to 140,000,000 Intiger Shares (on a post-Consolidation basis) which, subject to Intiger Shareholder approval being obtained, will be issued to subscribers under the Public Offer.

Intiger Confidential Information means all confidential, non-public or proprietary information, regardless of how the information is stored or delivered, exchanged between the parties before, on, or after the date of this agreement relating to the business, technology or other affairs of Intiger or its Subsidiaries, the terms of this agreement, its existence and the fact the parties are in negotiations in relation to the agreement.

Intiger Consideration Securities means the Intiger Shares, Intiger Tranche 1 Options and Intiger Tranche 2 Options which will be offered as consideration under the Takeover Offer in accordance with clause 3.2.

Intiger Convertible Note Options means the 10,000,000 options to acquire an Intiger Share (on a post-Consolidation basis) exercisable at \$0.05 each on before 31 December 2023, which, subject to Intiger Shareholder approval being obtained, will be issued in connection with the conversion of the Intiger Convertible Notes.

Intiger Convertible Note Shares means the 5,000,000 Intiger Shares (on a post-Consolidation basis), which, subject to Intiger Shareholder approval being obtained, will be issued in connection with the conversion of the Intiger Convertible Notes.

Intiger Convertible Notes means the 200,000 convertible notes each with a face value of \$1.00 which were issued pursuant to the binding terms sheet entered into between Intiger and Adam Davey on or about 16 December 2019 (as subsequently varied).

Intiger Facilitation Shares means the 5,000,000 Intiger Shares (on a post-Consolidation basis) which, subject to Intiger Shareholder approval being obtained, will be issued in consideration for introduction and facilitation services provided to Intiger, comprising:

- (a) 4,000,000 Intiger Shares which will be issued to Euroz (or its nominees); and
- (b) 1,000,000 Intiger Shares which will be issued to Mr Michael Carter (or his nominees).

Intiger Group means Intiger and its Subsidiaries.

Intiger Interest Shares means the 213,698 Shares (on a post-Consolidation basis), which, subject to Intiger Shareholder approval being obtained, will be issued in connection with the repayment of interest owing in respect of the Intiger Convertible Notes.

Intiger Material Adverse Change means any act, omission, event, change, matter or circumstance occurring, or being discovered or becoming public (either individually or aggregated with other acts, omissions, events, changes, matters or circumstances) which:

- (a) has, will or is reasonably likely to have a material adverse effect on the assets, liabilities, financial position, performance, profitability or prospects of the Intiger Group taken as a whole (whether individually or when aggregated with one or more other events, matters or things); or
- (b) any event, matter or thing, as described in sub-paragraph (a), which occurred before the date of this agreement but was not reasonably apparent from public filings of Intiger before then, becomes public,

where the financial impact of such event, change, condition, matter or thing on the Intiger Group exceeds \$50,000, but does not include:

- (c) anything which has arisen solely as a result of actions taken by any member of the Intiger Group in the ordinary course of its business;
- (d) those events or circumstances required to be done or procured by Intiger pursuant to this agreement;
- (e) those events or circumstances relating to changes in business conditions affecting the global technology industry or security markets generally or a change in the market price of technology stocks which impacts on Intiger and its competitors in a similar manner; or
- (f) an event, circumstance, matter or information that is known to Complii or its Representatives on or prior to the date of this agreement or otherwise

disclosed in public filings of Intiger on or prior to the date of this agreement.

Intiger Share means a fully paid ordinary share in Intiger.

Intiger Shareholder means the holder of an Intiger Share.

Intiger Tranche 1 Option means an unlisted option to acquire an Intiger Share, exercisable at \$0.05 each on or before 31 December 2022 (on a post-Consolidation basis).

Intiger Tranche 2 Option means an unlisted option to acquire an Intiger Share, exercisable at \$0.10 and expiration date of 31 December 2023 (on a post-Consolidation basis).

Intiger Unlisted Option means an option to acquire an Intiger Share.

A person is **Insolvent** if:

- (a) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act);
- (b) it or its Subsidiaries is in liquidation, in provisional liquidation, under administration or wound up or has had a controller, receiver or receiver and manager appointed to any part of its property;
- (c) it or its Subsidiaries enters into a deed of company arrangement;
- (d) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the other parties to this agreement);
- (e) an application or order has been made (and in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of (a), (b) or (c) above;
- (f) it is taken (under section 459F(1) of the Corporations Act) to have failed to comply with a statutory demand;
- (g) it is the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act (or it makes a statement from which the other party to this agreement reasonably deduces it is so subject);
- (h) it is otherwise unable to pay its debts when they fall due; or
- (i) something having a substantially similar effect to (a) to (g) happens in connection with that person under the law of any jurisdiction.

Listing Rules means the Listing Rules of ASX.

Lodgement Date means the date Intiger lodges the Bidder's Statement with ASIC.

Material Contract means a contract or commitment requiring total payments by, or providing revenue to, a party in excess of \$50,000.

Officers means, in relation to an entity, its directors, officers, and employees.

Placement Fee Shares means 187,500 Shares (on a post-Consolidation basis) which, subject to Intiger Shareholder approval being obtained, will be issued to Euroz (or its nominees) in consideration for services provided in connection with a placement undertaken by Intiger in June 2020.

Prescribed Occurrence means any of the events listed in Schedule 3.

Public Offer means the offer of up to 140,000,000 Shares (on a post-Consolidation basis) at an issue price of \$0.05 per Intiger Share in connection with the re-admission of Intiger to the Official List.

Register means the share register of Complii and **Registry** has a corresponding meaning.

Register Date means the date set by Intiger pursuant to section 633(2) of the Corporations Act.

Regulatory Authority includes:

- (a) ASX and ASIC;
- (b) a government or governmental, semi-governmental or judicial entity or authority including the Takeovers Panel;
- (c) a minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government; and
- (d) any regulatory organisation established under statute.

Reimbursement Fee means \$200,000.

Related Bodies Corporate has the meaning given to it in the Corporations Act.

Related Person in respect of a party or its Related Bodies Corporate, each director, officer, employee, Adviser (and each director, officer, employee or contractor of that Adviser), agent or representative of that party or Related Body Corporate.

Relevant Interest has the meaning given to it in the Corporations Act.

Representatives of a party includes:

- (a) a Related Bodies Corporate of the party; and
- (b) each of the Officers and Advisers of the party or any of its Related Bodies Corporate.

Restriction Period means the period commencing on the date of this agreement and ending on the End Date.

Subsidiaries has the meaning given in the Corporations Act.

Superior Proposal means a Competing Proposal which is, in the determination of the Complii Board acting in good faith and in order to satisfy what the Complii Board consider to be their fiduciary and statutory duties:

- (a) reasonably capable of being completed taking into account all aspects of the Competing Proposal; and
- (b) more favourable to Complii Shareholders than the Takeover Bid, taking into account all terms and conditions of the Competing Proposal.

Takeover Bid means the off-market takeover bid by Intiger for all Complii Shares to be implemented in accordance with Chapter 6 of the Corporations Act.

Takeover Offer means the offer to Complii Shareholders by way of the Takeover Bid in respect of the Complii Shares on issue as at the date of the Takeover Offer.

Takeover Offer Date means:

- (a) the date which is 5 Business Days after the Lodgement Date, unless the parties otherwise agree on an earlier despatch date for the Takeover Offer following lodgement of the Bidder's Statement with ASIC, in which case the Takeover Offer Date will be the earlier despatch date agreed by the parties; or
- (b) such other date agreed on in writing by the parties.

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

Target's Statement means the target's statement to be issued by Complii in respect of the Takeover Bid under section 638 of the Corporations Act.

Tax means any tax, levy, impost, charge or duty that is assessed, levied, imposed or collected by any Regulatory Authority together with any related interest, penalties, fines and expenses in connection with them.

Third Party means a person other than Complii, Intiger or their respective Related Bodies Corporate or Associates.

Timetable means the timetable set out in Schedule 1.

1.2 Interpretation

In this agreement:

- (a) headings are for convenience only and do not affect its interpretation;
- (b) no provision of this agreement will be construed adversely to a party because that party was responsible for the preparation of this agreement or that provision;
- (c) specifying anything after the words "include" or "for example" or similar expressions does not limit what else is included;

and unless the context otherwise requires:

- (d) the expression **person** includes an individual, the estate of an individual, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), a partnership and a trust;

- (e) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation;
- (f) a reference to any document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (g) 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;
- (h) words importing the singular include the plural (and vice versa) and words indicating a gender include every other gender;
- (i) reference 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;
- (j) 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;
- (k) a reference to time is to Western Standard Time as observed in Perth, Western Australia;
- (l) if a period of time is specified and dates from a given day or the day of an event, it is to be calculated exclusive of that day;
- (m) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (n) where an action is required to be undertaken on a day that is not a Business Day it shall be undertaken on the next Business Day;
- (o) if an act under this agreement to be done by a party on or by a given day is done after 5.00 pm on that day, it is taken to be done on the next day;
- (p) a reference to a payment is to a payment by bank cheque or such other form of cleared funds the recipient otherwise allows in the relevant lawful currency specified;
- (q) a reference to **\$** or **dollar** is to the lawful currency of the Commonwealth of Australia;
- (r) a reference to a party using or an obligation on a party to use reasonable endeavours or its best endeavours does not oblige that party to agree to commercially onerous or unreasonable conditions; and
- (s) a reference to a fact, matter, circumstance or thing being fairly disclosed to a person means disclosed in writing to that person or any of that person's advisers in good faith and in sufficient detail so as to reasonably apprise a person (or one of its advisers) as to the nature and scope of the relevant fact, matter, circumstance or thing.

2. CO-OPERATION

2.1 General obligations

Complii and Intiger must each:

- (a) use all reasonable endeavours and commit necessary resources (including management and the resources of external advisers); and
- (b) procure that its Representatives work in good faith and in a timely and co-operative fashion with the other party and its Representatives (including by attending meetings and by providing such records and information as the other party reasonably requires),

to implement the Takeover Bid in accordance with the terms and conditions set out in this agreement.

2.2 Access to people and information

- (a) Between the date of this agreement and the earlier of the end of the Takeover Offer Period and the date this agreement is terminated, each party must, to the extent reasonably required to implement the Takeover Bid:
 - (i) as soon as reasonably practicable provide the other party and its Representatives with any documents, records, and other information (subject to applicable privacy laws) reasonably requested by them; and
 - (ii) provide the other party and its Officers and Advisers with reasonable access within normal business hours to the other party's Officers and Advisers (provided that such access does not impose an undue burden) which the party reasonably requires for the purposes of:
 - (A) further understanding the other party's financial position (including its working capital position), trading performance and management control systems;
 - (B) implementing the Takeover Bid;
 - (C) preparing for carrying on the business of Complii and Intiger following implementation of the Takeover Bid; and
 - (D) any other purpose which is agreed in writing between the parties.
- (b) The obligations in clause 2.2(a), do not apply to the extent that:
 - (i) in respect of Complii, the access or information is connected to the Complii Board's deliberations in relation to the transactions contemplated by this agreement, or information connected to a potential Competing Proposal; and
 - (ii) in respect of Intiger, the access or information is connected to the Intiger Board's deliberations in relation to the transactions contemplated by this agreement.

- (c) Each party must:
 - (i) keep all information obtained by it under this clause 2.2 confidential (except to the extent that disclosure of that information is required to be made by law, including in the Bidder's Statement or Target's Statement);
 - (ii) provide the other party with reasonable notice of any request for information or access; and
 - (iii) comply with the reasonable requirements of the other party in relation to any access granted.

2.3 Implementation obligations of Complii

Complii must:

- (a) provide all necessary information about the Register to Intiger which Intiger reasonably requires;
- (b) provide all necessary directions to the Registry promptly to provide any information that Intiger reasonably requests in relation to the Register, including any sub-register, and, where requested by Intiger, Complii must procure such information is provided to Intiger in such electronic form as is reasonably requested by Intiger; and
- (c) undertake regular beneficial shareholder analysis and promptly exercise its powers under section 672A of the Corporations Act if requested to do so by Intiger, acting reasonably, subject to Intiger meeting 100% of the costs of such services and preparing the requests to the shareholders,

in each case in order to assist Intiger to solicit acceptances under the Takeover Bid.

2.4 Complii Board Changes

- (a) Subject to clause 2.4(b), as soon as practicable after Intiger has a Relevant Interest in more than 90% of the Complii Shares and the Takeover Offer has become unconditional or is declared by Intiger to be free of all Conditions, Complii must take all actions necessary to ensure:
 - (i) the appointment of Mr Greg Gaunt as a director of Complii, subject to the receipt of necessary consents from Mr Gaunt to act as a director of Complii; and
 - (ii) the resignation of Mr Peter Robinson.
- (b) Clause 2.4(a) is subject always to:
 - (i) a proper board being constituted at all times; and
 - (ii) Intiger procuring that its appointee to the Complii Board does not participate in decisions of Complii in relation to the Takeover Bid until after the End Date and a quorum remains for that purpose.

2.5 Intiger Board changes

As soon as practicable after Intiger has a Relevant Interest in more than 90% of the Complii Shares and the Takeover Offer has become unconditional or is declared by Intiger to be free of all Conditions, Intiger must procure the:

- (a) the appointment of Mr Craig Mason and Ms Alison Sarich as directors of Intiger, subject to the receipt of necessary consents from the individuals to act as directors of Intiger; and
- (b) the resignation of Mr Patrick Canion and Mr Mark Fisher.

3. THE TAKEOVER OFFER

3.1 Takeover Offer by Intiger

Intiger must, by no later than the Takeover Offer Date, and in any event as soon as reasonably practicable, make the Takeover Offer to all Complii Shareholders in respect of all of their Complii Shares on the terms of this agreement or terms no less favourable to Complii Shareholders than the terms of this agreement and otherwise in accordance with all applicable provisions of the Corporations Act.

3.2 Consideration

The consideration offered by Intiger under the Takeover Bid will be:

- (a) 1.24357915 Intiger Shares (on a post Consolidation basis);
- (b) 0.31089478 Intiger Tranche 1 Options (on a post Consolidation basis); and
- (c) 0.41452637 Intiger Tranche 2 Options (on a post Consolidation basis),

for every Complii Share held as at the Register Date.

3.3 Fractional entitlements

If the number of Complii Shares held by a Complii Shareholder means that their aggregate entitlement to Intiger Shares, Intiger Tranche 1 Options and Intiger Tranche 2 Options (as applicable) is not a whole number, then any fractional entitlement will be rounded to the nearest whole number.

3.4 Conditions of the Takeover Offer

- (a) The Takeover Offer and any contract which results from its acceptance will be subject to the Conditions.
- (b) Each party must use all reasonable endeavours to satisfy the Conditions as soon as practicable after the date of this agreement.
- (c) Complii must use all reasonable endeavours to ensure that the Conditions in paragraphs 3 (No Prescribed Occurrence) and 5 (Conduct of Business) of Schedule 2 are not breached prior to the end of the Takeover Offer Period, provided that nothing in this clause requires the directors of Complii to take any action which would result in a breach of a statutory or fiduciary duty or which would otherwise prevent Complii taking any of the actions contemplated in clause 3.7.
- (d) Intiger may waive the satisfaction of any Condition in its sole discretion.

3.5 Takeover Offer Period

The parties intend that the Takeover Offer Period will be one month, but acknowledge and agree that the Takeover Offer Period may be extended by Intiger at its discretion or automatically, in accordance with the Corporations Act.

3.6 Variation

- (a) Intiger may vary the Takeover Offer in accordance with the Corporations Act.
- (b) Subject to the Corporations Act, Intiger may declare the Takeover Offer to be free from any Condition or extend the Takeover Offer Period at any time.

3.7 Non-reliance on and wavier of potential prior breach of Conditions

Intiger agrees that it will not rely on a breach of:

- (a) Condition 4 (No exercise of rights under certain agreements or arrangements):
 - (i) to the extent that any person purports to exercise, states an intention to exercise (whether or not that intention is stated to be a final decision), or asserts the ability to exercise (as contemplated in paragraph 4(b) of that Condition), any right stated in that Condition, where such person is not entitled to exercise that right; or
 - (ii) to the extent that obligations or liabilities under any such agreement total less than \$50,000 (as contemplated in paragraph (d) of that Condition); or
 - (iii) in relation to any mandates in connection with the Takeover Bid which have been fairly disclosed in writing to Intiger prior to signing this agreement;
- (b) Condition 5(g) to the extent that the contract, commitment or other arrangement is not material; and
- (c) Condition 5(i) in relation to any fees from mandates in connection with the Takeover Bid which have been fairly disclosed in writing to Intiger prior to signing this agreement,

and Intiger agrees to waive each of those Conditions to the extent set out above.

4. DOCUMENTATION AND RECOMMENDATION OF COMPLII DIRECTORS

4.1 Intiger's obligations to prepare documentation

- (a) Intiger will prepare:
 - (i) the Bidder's Statement; and
 - (ii) an acceptance form for the Takeover Offer,in each case consistent with clauses 3.2 to 3.5 and in accordance with the Corporations Act.

- (b) Intiger agrees to do and to procure its Officers to do such things as are reasonably necessary to prepare the Bidder's Statement, its lodgement with ASIC and despatch to Complii Shareholders in accordance with the Timetable, subject to Complii granting any necessary consents and ASIC granting any necessary modifications.

4.2 Complii's obligations to prepare documentation

- (a) Complii will prepare the Target's Statement in response to the Takeover Offer in accordance with the Corporations Act.
- (b) Complii agrees to do and to procure its Officers to do such things as are reasonably necessary to prepare the Target's Statement, its lodgement with ASIC and despatch to Complii Shareholders in accordance with the Timetable, subject to Intiger granting any necessary consents and ASIC granting any necessary modifications.

4.3 Provision of Information

Each party agrees that it will provide to the other party such information (including Confidential Information on the terms set out in this agreement) as is reasonably required by the other party in order to enable the other party to fulfil its obligations under this agreement, including, but not limited to, the preparation of the Bidder's Statement and Target's Statement.

4.4 Recommendation of Complii Directors

Complii represents and warrants that:

- (a) the Complii Board will recommend that all Complii Shareholders accept the Takeover Offer, subject to there being no Superior Proposal;
- (b) it has been informed by each of the directors of Complii that they intend to accept the Takeover Offer within 21 days of the Takeover Offer becoming open for acceptance in respect of all Complii Shares owned or controlled by that director, subject to there being no Superior Proposal; and
- (c) it has been informed by each of the directors of Complii that they will not withdraw, revise, revoke or qualify, or make any public statement inconsistent with, the recommendation in clause 4.4(a) unless a Superior Proposal emerges.

4.5 Review of Bidder's Statement and Target's Statement

Subject to there being no Superior Proposal:

- (a) Intiger agrees that it will provide Complii with a reasonable opportunity to review the final draft of its Bidder's Statement and any supplementary bidder's statements and Complii agrees that it will provide Intiger with a reasonable opportunity to review the final draft of its Target's Statement and any supplementary target's statements; and
- (b) each party agrees to consider in good faith, and consult in relation to, all reasonable and timely comments received from the other and its Advisers and make such changes to its statement as are reasonably required by the other.

4.6 Timetable

Each party agrees to use its reasonable endeavours to comply with the Timetable.

4.7 Consent to early dispatch of Bidder's Statement

Complii agrees (by authority of its directors) that the Takeover Offer and accompanying documents to be sent by Intiger under the Takeover Bid under item 6 of section 633(1) of the Corporations Act may (subject to agreement with Complii) be sent earlier than the date for sending under item 6 of section 633(1) of the Corporations Act as contemplated in the Timetable.

5. CONDUCT OF BUSINESS

5.1 Overview

- (a) From the date of this agreement until the expiry of the Restriction Period, each party must:
 - (i) conduct its business in the ordinary and proper course and in substantially the same manner as previously conducted or as may be required in order to satisfy a specific requirement of a Regulatory Authority;
 - (ii) takes reasonable steps to preserve and maintain the value of its business;
 - (iii) comply with all applicable laws; and
 - (iv) regularly consult with the other party on the manner of conduct of its business, including on any matters that may have an adverse impact on the integration of the businesses of Intiger and Complii following implementation of the Takeover Bid.
- (b) For the purpose of clause 5.1(a) and subject to the terms of this agreement:
 - (i) Intiger making the Takeover Offer and responding to any Competing Proposal (together with all associated activity and expenditure) in accordance with this agreement, is deemed to be Intiger conducting its business in the ordinary and proper course;
 - (ii) Complii responding to the Takeover Offer and responding to any potential Competing Proposal (together with all associated activity and expenditure) in accordance with this agreement, is deemed to be Complii conducting its business in the ordinary and proper course; and
 - (iii) Intiger entering into a loan facility agreement in order to obtain up to \$40,000 in funding, is deemed to be Intiger conducting its business in the ordinary and proper course.
- (c) Nothing in clause 5.1(a) restricts the ability of either party to take any action which:
 - (i) is required, permitted or contemplated by this agreement;

- (ii) has been fairly disclosed by the party prior to execution of this agreement, including in public filings to the ASX;
- (iii) is required by any applicable law or Regulatory Authority;
- (iv) is required to reasonably and prudently respond to an emergency or disaster (including a situation giving rise to a risk of personal injury or damage to property);
- (v) is required by any legal or contractual obligation arising before, and which has been fairly disclosed to the other party prior to, the date of this agreement
- (vi) has been agreed to in writing by the other party; or
- (vii) involves the incurring of reasonable costs in relation to the transactions contemplated by the Takeover Bid.

5.2 Prohibited actions

Other than with Intiger's prior approval or as fairly disclosed to Intiger in writing before the date of this agreement, Complii must not during the Restriction Period:

(a) **Material Contracts**

Enter into, terminate or materially vary, amend or modify a Material Contract.

(b) **Employment agreements**

Increase the remuneration of or pay any bonus (including under any existing or proposed employee performance bonus policy or retention bonus policy) or issue or agree to issue any securities or options to, or otherwise vary or amend the employment or consultancy agreements with, any of its directors or employees, except that this clause shall not preclude a party from making any payments under an existing employment contract which are not prohibited by the Corporations Act and is in place as at the date of this agreement and a copy of which has previously been provided to Intiger.

(c) **Accelerate rights**

Accelerate the rights of any of its directors or employees to benefits of any kind.

(d) **Termination payments**

Pay a director or executive a termination payment, other than as provided for in an existing employment contract in place as at the date of this agreement and a copy of which has previously been provided to the other party.

(e) **Arrangements with financial advisers**

Amend in any material respect any arrangement with its financial advisers in respect of the transactions contemplated by this agreement.

(f) **Financial accommodation**

Obtain or agree to obtain any financial accommodation from any party.

(g) **Prescribed Occurrence**

Take any action which would be reasonably expected to give rise to a Prescribed Occurrence.

(h) **Disposal**

Offer to dispose or agree to dispose of, or create, or offer to create an equity interest in, any material asset or a material interest in any such asset without prior consultation of Intiger.

(i) **Agreement**

Agree to do any of the matters set out above.

6. EXCLUSIVITY

6.1 No existing discussions

Complii represents and warrants that, other than the discussions with Intiger in respect of the Takeover Bid, it is not currently in negotiations or discussions in respect of any Competing Proposal with any person.

6.2 No-shop and no talk

During the Exclusivity Period, Complii must not, and must ensure that each of its Related Persons do not, directly or indirectly:

(a) **(no shop)** solicit, invite, encourage or initiate (including by the provision of non-public information to any Third Party) any inquiry, expression of interest, offer, proposal or discussion by any person in relation to, or which would reasonably be expected to encourage or lead to the making of, an actual, proposed or potential Competing Proposal or communicate to any person an intention to do anything referred to in this clause 6.2(a); or

(b) **(no talk and no due diligence)** subject to clause 6.3:

(i) participate in or continue any negotiations or discussions with respect to any inquiry, expression of interest, offer, proposal or discussion by any person to make, or which would reasonably be expected to encourage or lead to the making of, an actual, proposed or potential Competing Proposal or participate in or continue any negotiations or discussions with respect to any actual, proposed or potential Competing Proposal;

(ii) negotiate, accept or enter into, or offer or agree to negotiate, accept or enter into, any agreement, arrangement or understanding regarding an actual, proposed or potential Competing Proposal;

(iii) disclose or otherwise provide any non-public information about the business or affairs of the Complii Group to a Third Party (other than a Regulatory Authority) with a view to obtaining, or which

would reasonably be expected to encourage or lead to receipt of, an actual, proposed or potential Competing Proposal (including, without limitation, providing such information for the purposes of the conduct of due diligence investigations in respect of the Complii Group whether by that Third Party or another person); or

- (iv) communicate to any person an intention to do anything referred to in the preceding paragraphs of this clause 6.2(b).

6.3 Fiduciary exception

Clause 6.2(b) does not prohibit any action or inaction by Complii or any of its Related Persons in relation to any actual, proposed or potential Competing Proposal, which the Complii Board acting in good faith determines, having regard to written advice from its external Advisers, is a Superior Proposal and the failure to take or not take such action would constitute, or would be likely to constitute, a breach of the fiduciary or statutory duties of the directors of Complii, provided that the Competing Proposal was not directly or indirectly brought about by, or facilitated by, a breach of clause 6.2(a).

6.4 Notice of approach

- (a) During the Exclusivity Period, Complii must as soon as possible (and in any event within 24 hours) notify Intiger in writing if it or any of its Related Persons becomes aware of any:
 - (i) negotiations or discussions, approach or attempt to initiate any negotiations or discussions, or intention to make such an approach or attempt to initiate any negotiations or discussions in respect of any inquiry, expression of interest, offer, proposal or discussion in relation to an actual, proposed or potential Competing Proposal;
 - (ii) proposal made to Complii or any of its Related Persons, in connection with, or in respect of any exploration or completion of, an actual, proposed, or potential Competing Proposal; or
 - (iii) provision by Complii or any of its Related Persons of any information concerning the business or operations of Complii or the Complii Group to any a Third Party (other than a Regulatory Authority) in connection with an actual, proposed or potential Competing Proposal,

whether direct or indirect, solicited or unsolicited, and in writing or otherwise.

- (b) A notification given under clause 6.4(a) must include the identity of the relevant person making or proposing the relevant actual, proposed or potential Competing Proposal, together with all terms and conditions of the actual, proposed or potential Competing Proposal.
- (c) Commencing upon the provision of any notice referred to in clause 6.4(a), Complii must as soon as possible advise Intiger of any material developments in relation to an actual, proposed or potential Competing Proposal, including material amendments or proposed amendments to the terms of such actual, proposed or potential Competing Proposal, and advise Intiger of the timing of any board

meeting to consider that proposal unless (and only to the extent that) the Complii Board, acting in good faith and having regard to external legal advice, determines that it would be a breach of their fiduciary or statutory duties to notify Intiger.

6.5 Matching right

- (a) Without limiting clause 6.2, during the Exclusivity Period, Complii:
- (i) must not enter into any legally binding agreement, arrangement or understanding (whether or not in writing) pursuant to which a Third Party, Complii or both proposes or propose to undertake or give effect to an actual, proposed or potential Competing Proposal; and
 - (ii) must procure that none of its directors change their recommendation of the Takeover Bid or publicly recommend an actual, proposed or potential Competing Proposal or recommend against the Takeover Bid (provided that a statement that no action should be taken by Complii Shareholders pending the assessment of a Competing Proposal by the Complii Board and its advisers shall not contravene this clause),
- unless:
- (iii) the Complii Board acting in good faith and in order to satisfy what the members of the Complii Board consider to be their statutory or fiduciary duties (having received written advice from its external financial and legal advisers) determines that the Competing Proposal would be or would be likely to be an actual, proposed or potential Superior Proposal;
 - (iv) Complii has provided Intiger with all terms and conditions of the actual, proposed or potential Competing Proposal, including price and the identity of the Third Party making the actual, proposed or potential Competing Proposal;
 - (v) Complii has given Intiger at least 5 Business Days after the date of the provision of the information referred to in clause to provide a matching or superior proposal to the terms of the actual, proposed or potential Competing Proposal; and
 - (vi) Intiger has not announced or otherwise formally proposed to Complii a matching or superior proposal to the terms of the actual, proposed or potential Competing Proposal by the expiry of the 5 Business Day period in clause 6.5(a)(v) above.
- (b) If Intiger proposes to Complii, or announces, amendments to the terms of the Takeover Bid including increasing the amount of consideration offered under the Takeover Offer or a new proposal that constitutes a matching or superior proposal to the terms of the actual, proposed or potential Competing Proposal (**Counterproposal**) by the expiry of the 5 Business Day period in clause 6.5(a)(v) above, Complii must procure that the Complii Board considers the Counterproposal and if the Complii Board, acting reasonably and in good faith, determines that the Counterproposal (as completed) would provide an equivalent or superior outcome for Complii Shareholders as a whole compared with the

Competing Proposal, then Complii and Intiger must use their best endeavours to agree the amendments to this agreement that are reasonably necessary to reflect the Counterproposal and to implement the Counterproposal, in each case as soon as reasonably practicable, and Complii must procure that each of the directors of Complii continues to recommend the Takeover Bid (as modified by the Counterproposal) to Complii Shareholders.

6.6 Cease discussions

Complii must, and must procure that its Related Bodies Corporate, cease any discussions or negotiations existing as at the date of this agreement relating to:

- (a) any actual, proposed or potential Competing Proposal; or
- (b) any transaction that would, or would reasonably be expected to, reduce the likelihood of success of the Takeover Bid.

6.7 Provision of information by Complii

(a) Subject to clause 6.7(b), during the Exclusivity Period, Complii must as soon as reasonably possible provide Intiger with:

- (i) in the case of written materials, a copy of; and
- (ii) in any other case, a written statement of,

any material information about the business or affairs of Complii or the Complii Group disclosed or otherwise provided to any Third Party in connection with an actual, proposed or potential Competing Proposal that has not previously been provided to Intiger.

(b) Complii will not, and will procure that none of its Related Persons provide any information to a Third Party in relation to an actual, proposed or potential Competing Proposal, unless:

- (i) permitted by clause 6.3; and
- (ii) that Third Party has entered into a confidentiality agreement with Complii on customary terms and which is no more favourable to the Third Party than the Confidentiality Agreement.

6.8 Compliance with law

(a) If it is finally determined by a court, or the Takeovers Panel, that the agreement by the parties under this clause 6 or any part of it:

- (i) constituted, or constitutes, or would constitute, a breach of the fiduciary or statutory duties of the Complii Board;
- (ii) constituted, or constitutes, or would constitute, 'unacceptable circumstances' within the meaning of the Corporations Act; or
- (iii) was, or is, or would be, unlawful for any other reason,

then, to that extent (and only to that extent) Complii will not be obliged to comply with that provision of clause 6.

- (b) The parties must not make or cause to be made, any application to a court or the Takeovers Panel for or in relation to a determination referred to in this clause 6.8.

7. REIMBURSEMENT FEE

7.1 Background to Reimbursement Fee

- (a) Each party acknowledges that, if they enter into this agreement and the Takeover Bid is subsequently not implemented, the parties will incur significant costs, including those set out in clause 7.5.
- (b) In these circumstances, the parties have agreed that provision be made for the payment outlined in this clause 7, without which the parties would not have entered into this agreement or otherwise agreed to implement the Takeover Bid.
- (c) Complii and the Complii Board believe, having taken advice from its external legal adviser, that the implementation of the Takeover Bid will provide benefits to it and its shareholders, and that it is reasonable and appropriate that Complii agree to the payments referred to in clause 7.2 in order to secure Intiger's participation in the Takeover Bid.
- (d) Intiger and the Intiger Board believe, having taken advice from its external legal adviser, that the implementation of the Takeover Bid will provide benefits to it and its shareholders, and that it is reasonable and appropriate that Intiger agree to the payments referred to in clause 7.3 in order to secure Complii's participation in the Takeover Bid.

7.2 Triggers for payment of Reimbursement Fee by Complii

Subject to clauses 7.6 and 7.8, Complii must pay the Reimbursement Fee to Intiger without set-off or withholding, if:

- (a) during the Exclusivity Period, any one or more members of the Complii Board withdraws, adversely revises or adversely qualifies his or her support of the Takeover Bid or his or her recommendation that Complii Shareholders accept the Takeover Offer or fails to recommend that Complii Shareholders accept the Takeover Offer, or, having made such a recommendation, withdraws, adversely revises or adversely qualifies that recommendation for any reason;
- (b) during the Exclusivity Period, any one or more members of the Complii Board recommends that Complii Shareholders accept or vote in favour of, or otherwise supports or endorses (including support by way of accepting or voting, or by way of stating an intention to accept or vote, in respect of any Complii Shares held or controlled by them or held on their behalf), a Competing Proposal of any kind that is announced (whether or not such proposal is stated to be subject to any pre-conditions) during the Exclusivity Period;
- (c) a Competing Proposal of any kind is announced during the Exclusivity Period (whether or not such proposal is stated to be subject to any pre-conditions) and, within 12 months of the date of such announcement, a Third Party completes a Competing Proposal; or

- (d) Intiger has terminated this agreement pursuant to clause 9.1 (a), 9.1 (c) or 9.2(b).

7.3 Triggers for payment of Reimbursement Fee by Intiger

Subject to clauses 7.6 and 7.8, Intiger must pay the Reimbursement Fee to Complii without set-off or withholding, if Complii has terminated this agreement pursuant to clause 9.1 (a) or 9.1 (c).

7.4 Timing of payment of Reimbursement Fee

- (a) A demand by either party for payment of the Reimbursement Fee under clause 7.2 or 7.3 (as applicable) must:
 - (i) be in writing;
 - (ii) be made after the occurrence of the event in that clause giving rise to the right to payment;
 - (iii) state the circumstances which give rise to the demand; and
 - (iv) nominate an account into which the other party is to pay the Reimbursement Fee,

and may only be made after the End Date and provided that Intiger has not become the registered legal and beneficial holder of at least 50.1% of Complii Shares.

- (b) Subject to clause 7.8, Complii must pay the Reimbursement Fee into the account nominated by Intiger, without set-off or withholding, within 5 Business Days after receiving a demand for payment where Intiger is entitled under clause 7.2 to the Reimbursement Fee.
- (c) Subject to clause 7.8, Intiger must pay the Reimbursement Fee into the account nominated by Complii, without set-off or withholding, within 5 Business Days after receiving a demand for payment where Complii is entitled under clause 7.3 to the Reimbursement Fee.

7.5 Basis of Reimbursement Fee

The amount payable by Complii pursuant to clause 7.2 and Intiger pursuant to clause 7.3 is purely and strictly compensatory in nature and has been calculated to reimburse the receiving party for costs including the following:

- (a) fees for legal, financial and other professional advice in planning and implementing the Takeover Bid (excluding success fees);
- (b) reasonable opportunity costs incurred in engaging in the Takeover Bid or in not engaging in other alternative or strategic initiatives;
- (c) costs of management and directors' time in planning, considering and implementing the Takeover Bid; and
- (d) out of pocket expenses incurred by a party's employees, advisers and agents in planning, considering and implementing the Takeover Bid,

and the parties agree that:

- (e) the costs actually incurred will be of such a nature that they cannot all be accurately ascertained; and
- (f) the amount payable is a genuine and reasonable pre-estimate of those costs,

and each party represents and warrants that it has received advice from its external legal adviser on the operation of this clause 7.

7.6 Compliance with law

This clause 7 does not impose an obligation on a party to pay the Reimbursement Fee to the extent (and only to the extent) that the obligation to pay the Reimbursement Fee:

- (a) is declared by the Takeovers Panel to constitute 'unacceptable circumstances'; or
- (b) is determined to be unenforceable or unlawful by a court,

provided that, in either case, all lawful avenues of appeal and review, judicial and otherwise, have been exhausted. For the avoidance of doubt, any part of the Reimbursement Fee that would not constitute unacceptable circumstances or that is not unenforceable or unlawful (as applicable) must be paid by the relevant party. To the extent that the Reimbursement Fee has already been paid, the recipient of the Reimbursement Fee must refund the relevant portion of the Reimbursement Fee paid under this agreement within 5 Business Days of receipt of a demand for refund.

7.7 Reimbursement Fee payable only once

Where the Reimbursement Fee becomes payable to Intiger under clause 7.2 or Complii under clause 7.3 and is actually paid, the recipient of the Reimbursement Fee cannot make any claim against the other party for payment of any subsequent Reimbursement Fee.

7.8 Limitation of liability

Notwithstanding any other provision of this agreement, except in relation to a wilful or intentional breach of or non-compliance with any provision of this agreement by the party which pays the Reimbursement Fee:

- (a) the maximum liability of a party to all other parties under or in connection with this agreement including in respect of any breach of this agreement will be the Reimbursement Fee;
- (b) a payment by a party in accordance with this clause 7 represents the sole and absolute liability of that party under or in connection with this agreement and no further damages, fees, expenses or reimbursements of any kind will be payable by that party in connection with this agreement; and
- (c) the amount of the Reimbursement Fee paid to the recipient under this clause 7 shall be reduced by the amount of any loss or damage recovered by any other party in relation to a breach of this agreement.

8. WARRANTIES

8.1 Intiger Warranties

Intiger represents and warrants to Complii that as at the date of this agreement that, subject to the matters that are fairly disclosed in public filings of Intiger, fairly disclosed by Intiger to Complii in writing prior to the date of this agreement, within the actual knowledge of the Complii Group or otherwise in the public domain:

- (a) each member of the Intiger Group is a validly existing corporation registered under the laws of its place of incorporation;
- (b) the execution and delivery of this agreement by Intiger has been properly authorised by all necessary corporate action and Intiger has full corporate power and lawful authority to execute and deliver this agreement and to perform or cause to be performed its obligations under this agreement;
- (c) (subject to the laws generally affecting creditors' rights and the principles of equity) this agreement constitutes legal, valid and binding obligations on it and execution of this agreement will not result in a breach of or default under Intiger's constitution or any agreement or deed or writ, order or injunction, rule or regulation to which Intiger or any of its Subsidiaries is a party or to which they are bound or require any consent or approval, authorisation or permit from any governmental agency;
- (d) the Intiger Shares to be offered as consideration under clause 3 will be duly authorised and validly issued, not liable to the imposition of any duty and be free of all Encumbrances, security interests and third party rights, will be fully paid and will rank equally with all other Intiger Shares;
- (e) the Intiger Tranche 1 Options and the Intiger Tranche 2 Options to be offered as consideration under clause 3 will be duly authorised and validly issued, not liable to the imposition of any duty and be free of all Encumbrances, security interests and third party rights;
- (f) to the best of Intiger's knowledge, having made reasonable enquiries, it has complied with its continuous disclosure obligations under the Listing Rules and the Corporations Act and is not relying on Listing Rule 3.1A to withhold any information from disclosure other than as disclosed in writing to Complii or its Representatives on or before the date of this agreement;
- (g) its accounts are prepared on a consistent basis with past practices (except to the extent that the adoption of Australian Accounting Standards requires a change to past practices) and in accordance with all relevant accounting standards;
- (h) no resolutions have been passed or steps taken, and no petition or other process has been presented or threatened in writing against it for winding-up or dissolution, and no receiver, receiver and manager, liquidator, administrator or like official has been appointed, or is threatened or expected to be appointed, over the whole or any part of its assets;
- (i) there is no litigation, claim, action or proceeding pending or in progress or threatened against or relating to any member of the Intiger Group that

does or is reasonably likely to constitute an Intiger Material Adverse Change;

- (j) it is not aware of any act, omission, event or fact that would result in one or more of the Conditions being breached, except as disclosed by Intiger to Complii in writing prior to the date of this agreement; and
- (k) as at the date of this agreement, Intiger has the following securities on issue (as set out in the table below) and there are no other shares, options, notes or other securities of Intiger on issue. The following securities are stated on a pre-Consolidation basis;

Shares	
Intiger Shares	1,686,136,913
Intiger Shares (subject to voluntary escrow until the earlier of 12 June 2021 and the date a cleansing prospectus is lodged)	250,000,000
Options	
Intiger Unlisted Options (expiring October 2020)	315,000,000
Convertible Notes	
Intiger Convertible Notes	200,000

- (l) there are no rights to be issued any shares, options, notes or other securities in Intiger other than:
 - (i) the issue of the Intiger Facilitation Shares;
 - (ii) the issue of the Intiger Capital Raising Shares;
 - (iii) the issue of the Intiger Convertible Note Shares and the Intiger Convertible Note Options (which are proposed to be issued on conversion of the Intiger Convertible Notes) and the issue of the Intiger Interest Shares;
 - (iv) the issue of Director Fee Shares;
 - (v) the issue of the Placement Fee Shares;
 - (vi) the issue of Director Performance Rights;
 - (vii) as a result of the conversion or exercise of convertible securities; and
 - (viii) as envisaged by this agreement.

8.2 Complii Warranties

Complii represents and warrants to Intiger as at the date of this agreement that, subject to the matters that are, fairly disclosed by Complii to Intiger in writing prior

to the date of this agreement, within the actual knowledge of the Intiger Group or otherwise in the public domain:

- (a) each member of the Complii Group is a validly existing corporation registered under the laws of its place of incorporation;
- (b) the execution and delivery of this agreement by Complii has been properly authorised by all necessary corporate action and Complii has full corporate power and lawful authority to execute and deliver this agreement and to perform or cause to be performed its obligations under this agreement;
- (c) (subject to the laws generally affecting creditors' rights and the principles of equity) this agreement constitutes legal, valid and binding obligations on it and execution of this agreement will not result in a breach of or default under Complii's constitution or any agreement or deed or writ, order or injunction, rule or regulation to which Complii or any of its Subsidiaries is a party or to which they are bound or require any consent or approval, authorisation or permit from any governmental agency;
- (d) the Complii Group's accounts are prepared on a consistent basis with past practices (except to the extent that the adoption of Australian Accounting Standards requires a change to past practices) and in accordance with all relevant accounting standards;
- (e) no resolutions have been passed or steps taken, and no petition or other process has been presented or threatened in writing against it for winding-up or dissolution, and no receiver, receiver and manager, liquidator, administrator or like official has been appointed, or is threatened or expected to be appointed, over the whole or any part of its assets;
- (f) there is no litigation, claim, action or proceeding pending or in progress or threatened against or relating to any member of the Complii Group that does or is reasonably likely to constitute a Complii Material Adverse Change;
- (g) it is not aware of any act, omission, event or fact that would result in one or more of the Conditions being breached, except as disclosed by Complii to Intiger in writing prior to the date of this agreement; and
- (h) as at the date of this agreement, Complii has the following securities on issue (as set out in the table below) and there are no other shares, options, notes or other securities of Complii; and

Shares	
Complii Shares	77,235,255
Options	
Complii Options exercisable at \$0.20 each on or before 1 July 2022	2,000,000
Complii Options exercisable at \$0.20 each on or before 30 November 2020	3,950,000

- (i) there are no rights to be issued such shares, options, notes or other securities other than the proposed issue of the Complii Loan Conversion Shares, the Complii Employee Shares, the Complii Director Shares and the Complii Salary Shares, which issues will occur prior to the Register Date;
- (j) as at the date of this agreement, Complii has entered into the Complii Finance Facility, but no amounts have been advanced to Complii under the Complii Finance Facility; and
- (k) it has, so far as it is aware, fairly disclosed to Intiger all material information in relation to Complii and its business and has not knowingly withheld any material information.

9. TERMINATION

9.1 Termination rights

This agreement may be terminated by a party by notice to the other party:

- (a) if the other party is in material breach of this agreement and that breach is not remedied by that other party within 5 Business Days of it receiving notice from the first party of the details of the breach and the first party's intention to terminate;
- (b) if Intiger withdraws the Takeover Bid as permitted by the Corporations Act for any reason including non-satisfaction of a Condition or if the Takeover Bid lapses;
- (c) if there is a material breach of a representation or warranty contained in clause 8 by the other party and that breach is not remedied by that other party within 5 Business Days of it receiving notice from the first party of the details of the breach and the first party's intention to terminate;
- (d) if a Court or other Regulatory Authority has issued a final and non-appealable order, decree or ruling or taken other action which permanently restrains or prohibits the Takeover Bid; or
- (e) if the other party or any of their Subsidiaries becomes Insolvent.

9.2 Termination by Intiger

This agreement may be terminated by Intiger by notice in writing to Complii if:

- (a) a Superior Proposal is made or publicly announced for Complii by a third party;
- (b) a director of Complii does not recommend the Takeover Bid be accepted by Complii Shareholders or having recommended the Takeover Bid, withdraws or adversely modifies his recommendation of the Takeover Bid;
- (c) a person (other than Intiger or its Associates) has a Relevant Interest in more than 20% of the Complii Shares on issue (other than existing Complii Shareholders who at the date of this agreement hold a Relevant Interest in more than 20% of the Complii Shares on issue); or
- (d) a Complii Material Adverse Change or a Prescribed Occurrence occurs.

9.3 Termination by Complii

This agreement may be terminated by Complii by notice in writing to Intiger if:

- (a) an Intiger Material Adverse Change has occurred; or
- (b) a majority of the Complii Directors recommend a Superior Proposal, provided always that clause 6 has been complied with and Intiger has decided not to match that Superior Proposal in accordance with clause 6.5.

9.4 Effect of termination

If this agreement is terminated by a party under this clause 9:

- (a) each party will be released from its obligations under this agreement except that clauses 1, 7, 9, 11, 13 and 14 will continue to apply;
- (b) each party will retain the rights it has or may have against the other party in respect of any past breach of this agreement; and
- (c) in all other respects, all future obligations of the parties under this agreement will immediately terminate and be of no further force or effect, including, without limitation, any further obligations in respect of the Takeover Bid.

10. ANNOUNCEMENT OF TAKEOVER BID

10.1 Public announcement of Takeover Bid

As soon as practicable after signing this agreement, Intiger must procure the issue to ASX of an announcement relating to the Takeover Bid.

10.2 Required disclosure

Subject always to its continuous disclosure obligations under the Listing Rules and applicable laws, where a party is required by law or the Listing Rules to make any announcement or make any disclosure relating to a matter the subject of the Takeover Bid, it must use best endeavours to give the other party as much notice as reasonably practicable having regard to its disclosure obligations and consult with the other party to the extent reasonably practicable having regard to its disclosure obligations.

10.3 Other announcements

Subject to clause 10.1 and 10.2 and its continuous disclosure obligations under the Listing Rules and applicable laws, no party may make any public announcement or disclosure in connection with the Takeover Bid (including disclosure to a Regulatory Authority) unless it has used best endeavours to obtain the approval of the form of the disclosure by the other party (acting reasonably). Each party will use all reasonable endeavours to provide such approval as soon as practicable.

11. CONFIDENTIAL INFORMATION OBLIGATIONS

11.1 Disclosure of Intiger Confidential Information

No Intiger Confidential Information may be disclosed by Complii to any person except:

- (a) Representatives of Complii or its Related Bodies Corporate requiring the information for the purposes of this agreement;
- (b) with the written consent of Intiger; or
- (c) if Complii is required to do so in connection with legal proceedings relating to this agreement.

11.2 Use of Intiger's Confidential Information

Complii must use Intiger's Confidential Information exclusively for the purpose of considering the Takeover Bid, any Competing Proposal and preparing the Target's Statement and for no other purpose (and must not make any use of any Intiger's Confidential Information to the competitive disadvantage of Intiger or any of its Related Bodies Corporate).

11.3 Disclosure of Complii Confidential Information

No Complii Confidential Information may be disclosed by Intiger to any person except:

- (a) Representatives of Intiger requiring the information for the purposes of this agreement;
- (b) with the written consent of Complii;
- (c) if Intiger is required to do so by law or by the Listing Rules; or
- (d) if Intiger is required to do so in connection with legal proceedings relating to this agreement.

11.4 Use of Complii Confidential Information

Intiger must use the Complii Confidential Information exclusively for the purpose of preparing the Bidder's Statement and for no other purpose (and must not make any use of any Complii Confidential Information to the competitive disadvantage of Complii or any of its Subsidiaries).

11.5 Disclosure by recipient of Confidential Information

Any party disclosing information under clause 11.1(a) or 11.1(b) or 11.3(a) or 11.3(b) must use all reasonable endeavours to ensure that persons receiving Confidential Information from it do not disclose the information except in the circumstances permitted in clause 11.1 or 11.3.

11.6 Excluded Information

Clauses 11.1 to 11.5 (inclusive) do not apply to the Excluded Information.

11.7 Return of Confidential Information

A party who has received Confidential Information from another under this agreement must, on the request of the other party, immediately deliver to that party all documents or other materials containing or referring to that information which are in its possession, power or control or in the possession, power or control of persons who have received Confidential Information from it under clauses 11.1(a) or 11.1(b) or 11.3(a) or 11.3(b).

11.8 Termination

This clause 11 will survive termination (for whatever reason) of this agreement.

11.9 Termination of existing Confidentiality Agreement

The terms of this clause 11 supersede and replace the obligations of confidentiality set out in the Confidentiality Agreement which is terminated upon execution of this agreement.

12. NOTICES AND OTHER COMMUNICATIONS

12.1 Requirements for notices

Each notice authorised or required to be given to a party shall be in legible writing and in English addressed to the party's address set out in clause 12.2 (or such other address nominated in accordance with clause 0).

12.2 Details

The initial address of the parties shall be as follows:

Party	Address	Attention	E-mail
Intiger	Level 1 247 Oxford Street LEEDERVILLE WA 6007	Mr Stephen Buckley	Stephen.Buckley@wolfstargroup.com.au
Complii	Suite 1.03 56 Pitt Street SYDNEY NSW 2000	Ms Karen Logan	karen.logan@themiscorporate.com

Note:

With a copy of communications to Intiger to Mark Foster (E-mail: mfoster@steinpag.com.au), and a copy of communications to Complii (for information purposes only) to Garrick Higgins (E-mail: ghiggins@grillohiggins.com.au).

12.3 Change of Address

Each party may from time to time change its address by giving notice pursuant to clause 12.1 to the other party.

12.4 Receipt of notice

Any notice given pursuant to this clause 12 will be conclusively deemed to have been received:

- (a) in the case of personal delivery, on the actual day of delivery;

- (b) if sent by mail, two (2) Business Days from and including the day of posting; or
- (c) if sent by e-mail, when a delivery confirmation report is received by the sender which records the time that the e-mail was delivered to the addressee's e-mail address (unless the sender receives a delivery failure notification indicating that the e-mail has not been delivered to the addressee),

but if the delivery or receipt is on a day that is not a Business Day or is after 5:00 pm (addressee's time) it is regarded as received at 9:00 am on the following Business Day.

13. GOODS AND SERVICES TAX (GST)

13.1 Consideration does not include GST

The consideration specified in this agreement does not include any amount for GST.

13.2 Recovery of GST

If a supply under this agreement is subject to GST, the recipient must pay to the supplier an additional amount equal to the Amount of the Consideration multiplied by the applicable GST rate.

13.3 Time of payment

The additional amount is payable at the same time as the consideration for the supply is payable or is to be provided. However, the additional amount need not be paid until the supplier gives the recipient a tax invoice.

13.4 Adjustment of additional amount

If the additional amount differs from the amount of GST payable by the supplier, the parties must adjust the additional amount.

13.5 Reimbursement

If a party is entitled to be reimbursed or indemnified under this agreement, the amount to be reimbursed or indemnified does not include any amount for GST for which the party is entitled to an Input Tax Credit.

13.6 Survival

This clause 13 will survive termination of this agreement.

14. MISCELLANEOUS

14.1 Discretion in exercising rights

A party may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions) unless this agreement expressly states otherwise.

14.2 Partial exercising of rights

If a party does not exercise a right or remedy fully or at a given time, the party may still exercise it later.

14.3 No liability for loss

A party is not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy under this agreement.

14.4 Approvals and consents

By giving its approval or consent, a party does not make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or approval.

14.5 Conflict of interest

The parties' rights and remedies under this agreement may be exercised even if it involves a conflict of duty or a party has a personal interest in their exercise.

14.6 Remedies cumulative

The rights and remedies in this agreement are in addition to other rights and remedies given by law independently of this agreement.

14.7 Variation and waiver

A provision of this agreement or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound.

14.8 No merger

The warranties, undertakings and indemnities in this agreement do not merge on completion of any transaction contemplated by this agreement.

14.9 Indemnities

The indemnities in this agreement are continuing obligations, independent from the other obligations of the parties under this agreement and continue after this agreement ends. It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity under this agreement.

14.10 Further steps

Each party agrees, at its own expense, to do anything the other party asks (such as obtaining consents, signing, and producing documents and getting documents completed and signed):

- (a) to bind the party and any other person intended to be bound under this agreement; or
- (b) to show whether the party is complying with this agreement.

14.11 Construction

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this agreement or any part of it.

14.12 Costs

The parties agree to pay their own legal and other costs and expenses in connection with the preparation, execution and completion of this agreement and other related documentation except for stamp duty.

14.13 Duty

Intiger agrees to pay all duty (including fines and penalties) payable and assessed on this agreement or in respect of a transaction evidenced by this agreement.

14.14 Assignment

A party may not assign or otherwise deal with its rights under this agreement or allow any interest in them to arise or be varied in each case, without the prior written consent of the other party.

14.15 No representation or reliance

Each party acknowledges that:

- (a) 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;
- (b) 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; and
- (c) clauses 14.15(a) and 14.15(b) above do not prejudice any rights a party may have in relation to information which had been filed by the other party with ASIC or ASX.

14.16 Governing law

This agreement is governed by and is to be construed according to the laws of Western Australia. Each party submits to the non-exclusive jurisdiction of the courts of Western Australia.

14.17 Counterparts

This agreement may be executed in counterparts. All counterparts when taken together are to be taken to constitute one instrument.

14.18 Knowledge and belief

Any statement made by a party on the basis of its knowledge, information, belief or awareness, is made on the basis that the party has, in order to establish that the statement is accurate and not misleading in any material respect, made all reasonable enquiries of its officers, managers and employees who could

reasonably be expected to have information relevant to matters to which the statement relates.

SCHEDULE 1 – TIMETABLE

Date	Event
23 October 2020	Lodgement Date Date Intiger lodges Bidder's Statement with ASIC and serves it on Complii and ASX
23 October 2020	Date Complii lodges Target's Statement with ASIC and serves it on Intiger
23 October 2020	Register Date Date set by Intiger pursuant to section 633(3) of the Corporations Act
26 October 2020	Takeover Offer Date Intiger despatch the Bidder's Statement to Complii Shareholders
26 October 2020	Date Complii despatch the Target's Statement to Complii Shareholders.
26 November 2020	Takeover Offer Period ends (unless extended in accordance with the Corporations Act)

SCHEDULE 2 – BID CONDITIONS

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

1. Minimum Acceptance

At or before the end of the Takeover Offer Period, Intiger has a Relevant Interest in the number of Complii Shares that represents at least 90% of the aggregate of all the Complii Shares on issue (on a fully-diluted basis).

2. No regulatory action

Between the Announcement Date and the end of the Takeover Offer Period (each inclusive):

- (a) there is not in effect any preliminary or final decision, order or ruling issued by any Regulatory Authority;
- (b) no application is made to any Regulatory Authority (other than by Intiger or any associate of Intiger); or
- (c) no action or investigation is announced, commenced, or threatened by any Regulatory Authority,

in consequence of or in connection with the Takeover Offer (other than an application to, or a decision or order of, or action or investigation by, ASIC or the Takeovers Panel in exercise of the powers and discretions conferred by the Corporations Act) which restrains, prohibit or impedes, or threatens to restrain, prohibit or impede, or materially impact on, the making of the Takeover Offer and the completion of any transaction completed by the Bidder's Statement (including, without limitation, full, lawful, timely and effectual implementation of Intiger's intentions expressed in the Bidder's Statement) or which requires the divestiture by Intiger of any Complii Shares or any material assets of the Complii Group.

3. No Prescribed Occurrences

Between the Announcement Date and the date 3 Business Days after the end of the Takeover Offer Period (each inclusive) no Prescribed Occurrence occurs other than with the prior written consent of Intiger.

4. No exercise of rights under certain agreements or arrangements

If between the Announcement Date and the end of the Takeover Offer Period (each inclusive), any person:

- (a) is entitled to exercise, or will as a result of the Takeover Bid or the acquisition of Complii Shares by Intiger, become entitled to exercise; or
- (b) purports to exercise, states an intention to exercise (whether or not that intention is stated to be final decision), or asserts the ability to exercise as a result of the Takeover Bid or the acquisition of Complii Shares by Intiger,

any right under any provision of any agreement or other arrangement to which any member of the Complii Group is a party or to which any member of the

Complii Group or any of its assets or businesses may be subject, which results in, or could result in:

- (c) any moneys borrowed by any member of the Complii Group being or becoming repayable or being declared repayable immediately or earlier than the repayment date provided for in such agreement or arrangement;
- (d) any such agreement or arrangement that imposes or may impose obligations or liabilities on any party of more than \$50,000 per annum or more than \$50,000 in total or that is otherwise material to the business of the Complii Group being terminated or modified or not renewed or the performance of any obligations under any such agreement or arrangement being accelerated; or
- (e) any assets of any member of the Complii Group, including any interest of any member of the Complii Group in any body corporate, trust, joint venture or other entity, being sold, transferred or offered for sale or transfer, including under any pre-emptive rights or similar provisions, or any contractual arrangements relating to any such asset or interest, being terminated or modified,

that person gives the relevant member of the Complii Group and Intiger in writing a binding, irrevocable and unconditional release or waiver of that right.

5. Conduct of business

Between the Announcement Date and the end of the Takeover Offer Period (each inclusive), no member of the Complii Group:

- (a) announces, declares, determines to pay, makes or pays any dividend or other distribution (whether in cash or in specie);
- (b) incurs capital expenditure exceeding \$50,000 or, except in the ordinary course of trading, transfers or otherwise disposes of or creates any Encumbrance in respect of, assets having a value exceeding \$50,000;
- (c) acquires or disposes of any shares or other securities in any body corporate or any units in any trust, or substantially all of the assets of any business except where the aggregate consideration paid or received by all members of the Complii Group for all such acquisitions or disposals does not exceed \$25,000 or enters into, or terminates any participation in, any partnership, joint venture or similar commitment;
- (d) borrows an amount which when combined with all other amounts borrowed since the Announcement Date exceeds \$100,000 (being the maximum amount that may be advanced under the Complii Finance Facility) or enters into any swap, option, futures contract, forward commitment or other derivative transaction;
- (e) enters into, waives any material rights under, varies or terminates any contract, commitment or arrangement which may require annual expenditure by the relevant member of Complii Group in excess of \$50,000 or is otherwise of material importance to the business of the Complii Group;

- (f) enters into any unusual or abnormal contract or commitment which is outside the ordinary course of business and which could reasonably be expected to:
 - (i) change the nature of the business conducted by the Complii Group; or
 - (ii) have a material adverse impact on the business conducted by the Complii Group;
- (g) enters into, amends, or agrees to enter into or amend any contract, commitment or other arrangement with a related party (as defined in section 228 of the Corporations Act), or an associate of that related party, of Complii;
- (h) other than in the ordinary course of business and consistent with past practice, Complii or any of its subsidiaries disposes of, acquires or agrees to dispose of or acquire, or creates or agrees to create an equity interest in respect of any assets (including, without limitation, under any off-take, joint venture or similar deed), properties or businesses, or incurs, agrees to incur or enters into a commitment or a series of commitments involving capital expenditure by the Complii Group, whether in one or more transactions, where the amounts or value involved in such transaction or transactions, commitments or series of commitments exceeds \$50,000 in aggregate;
- (i) pays or agrees to pay the costs and expenses of all advisers to Complii Group in connection with the Takeover Bid where such costs and expenses exceed \$50,000;
- (j) accelerates the rights of any of its directors or employees to compensation or benefits of any kind (including, without limitation, the vesting of any performance rights);
- (k) increases the remuneration of, makes any bonus payment, retention payment or termination payment to, or otherwise changes the terms and conditions of employment of:
 - (i) any directors of Complii; or
 - (ii) any employee of any member of the Complii Group whose total employment cost exceeds \$100,000;
- (l) issues any securities convertible into Complii Shares;
- (m) changes its constitution (including adopting a new constitution or modifying or repealing its constitution or a provision of it) or passes any resolution of shareholders or any class of shareholders;
- (n) commences, compromises or settles any litigation or similar proceedings for an amount exceeding \$25,000;
- (o) becomes Insolvent; or
- (p) agrees, conditionally or otherwise, to do any of the things referred to in paragraphs (a) to (o) above, or announces or represents to any person that any of those things will be done,

unless the doing of that thing:

- (q) is with the prior written consent of Intiger; or
- (r) was fairly disclosed to Intiger by Complii before the date of this agreement.

6. No inaccurate public information

Intiger does not become aware, during the period between the Announcement Date and the end of the Takeover Offer Period (each inclusive) that:

- (a) any document lodged by or on behalf of Complii with ASIC; or
- (b) any other public statement made by or on behalf of Complii,

is inaccurate or misleading in any material way, including by omission.

7. No Complii Material Adverse Change

Between the Announcement Date and the end of the Takeover Offer Period (each inclusive), no Complii Material Adverse Change occurs.

8. No breach of Representation or Warranty

Between the Announcement Date and the end of the Offer Period (each inclusive), the warranties in clause 8.2 are true and correct in all material respects.

9. Approval of Essential Resolutions

Intiger Shareholders approve the Essential Resolutions by the requisite majorities in accordance with the Corporations Act, the Listing Rules and the constitution of Intiger before the end of the Takeover Offer Period.

10. Public Offer

The Public Offer closes and, as at the close of the Public Offer, Intiger receives or becomes entitled to receive, in immediately available funds, gross proceeds of no less than \$5,000,000 (before the costs of the Public Offer) as a result of subscriptions made under the Public Offer.

11. ASX Consent to Re-Admission

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

12. Escrow

The Complii Shareholders entering into such form of restriction agreement in respect of the Intiger Consideration Securities issued to them on completion of the Takeover Offer (as applicable) as ASX may require.

13. Convertible Securities

By the end of the Takeover Offer Period, all Complii securities convertible into Complii Shares on issue as at the date of this Agreement have been cancelled.

14. Complii Loans

Each of the Complii Loans has been converted into Complii Loan Conversion Shares prior to the Register Date.

15. Complii Share Issues

Complii issuing the Complii Loan Conversion Shares (on conversion of the Complii Loans), the Complii Employee Shares, the Complii Director Shares and the Complii Salary Shares prior to the Register Date.

16. Intiger Convertible Notes

ASX confirming that the proposed variation to the terms and conditions of the Intiger Convertible Notes (which will, subject to Intiger Shareholder approval being obtained, result in the issue of the Intiger Convertible Note Shares, Intiger Convertible Note Options and the Intiger Interest Shares on completion of the Takeover Offer) is appropriate and equitable for the purposes of the Listing Rules.

17. Spread

ASX confirming that it is satisfied that the proposed level of Intiger Shareholder spread on completion of the Takeover Offer and the Public Offer will satisfy the requirements of Listing Rule 1.1 Condition 8, with there being at least 300 non-affiliated holders each holding at least \$2,000 worth of Intiger Shares.

18. Other regulatory or third party approvals

Before the end of the Takeover Offer Period, all approvals or consents that are required by law, by any public authority, or by any other third party as are necessary to permit:

(a) the Takeover Offer to be lawfully made to and accepted by the Complii Shareholders; and

(b) the transactions contemplated by this agreement to be completed,

are granted, given, made or obtained on an unconditional basis, remain in full force and effect in all respects, and do not become subject to any notice, intimation or indication of intention to revoke, suspend, restrict, modify or not renew the same.

SCHEDULE 3 – PRESCRIBED OCCURRENCES

- (a) Complii converts all or any of its shares into a larger or smaller number of shares under section 254H of the Corporations Act.
- (b) Complii or a Subsidiary, resolves to reduce its share capital in any way.
- (c) Complii or a Subsidiary enters into a buy-back agreement or resolves to approve the terms of a buy-back agreement under subsection 257C(1) or 257D(1) of the Corporations Act.
- (d) Complii or a Subsidiary, issues shares, or grants an option over its shares, or agrees to make such an issue or grant such an option.
- (e) Complii or a Subsidiary, issues, or agrees to issue, convertible notes.
- (f) Complii or a Subsidiary, disposes, or agrees to dispose, of the whole or a substantial part of its business or property.
- (g) Complii or a Subsidiary, grants, or agrees to grant, a security interest in the whole, or a substantial part, of its business or property.
- (h) Complii or a Subsidiary, resolves to be wound up.
- (i) A liquidator or provisional liquidator of Complii or a Subsidiary is appointed.
- (j) A court makes an order for the winding up of Complii or a Subsidiary.
- (k) An administrator of Complii or a Subsidiary is appointed under section 436A, 436B or 436C of the Corporations Act.
- (l) Complii or a Subsidiary, executes a deed of company arrangement.
- (m) A receiver, or a receiver and manager, is appointed in relation to the whole, or a substantial part, of the property of Complii or a Subsidiary.

EXECUTED by the parties as an agreement.

EXECUTED by INTIGER GROUP LIMITED)
ACN 098 238 585)
in accordance with section 127 of the)
Corporations Act 2001 (Cth):)



Signature of director

Greg Gaunt
Name of director

*please delete as applicable



Signature of director/company secretary*

Mark Fisher
Name of director/company secretary*

EXECUTED by)
COMPLII FINTECH SOLUTIONS LTD)
ACN 142 459 327)
in accordance with section 127 of the)
Corporations Act 2001 (Cth):)

Signature of director

Name of director

*please delete as applicable

Signature of director/company secretary*

Name of director/company secretary*

EXECUTED by the parties as an agreement.

EXECUTED by INTIGER GROUP LIMITED)
ACN 098 238 585)
in accordance with section 127 of the)
Corporations Act 2001 (Cth):)

Signature of director

Signature of director/company secretary*

Name of director

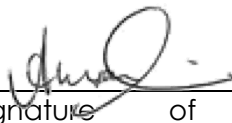
Name of director/company secretary*

*please delete as applicable

EXECUTED by)
COMPLII FINTECH SOLUTIONS LTD)
ACN 142 459 327)
in accordance with section 127 of the)
Corporations Act 2001 (Cth):)



Signature of director



Signature of director/company secretary*

Craig Mason

Name of director

Alison Sarich

Name of director/~~company secretary*~~

*please delete as applicable

Annexure A - Pro-forma Financial Information

Minimum Subscription

	Intiger 30/06/2020	Complii 30/06/2020	Pro-Forma Adjustment	Pro-Forma (at end of transaction)
CURRENT ASSETS				
Cash and Cash Equivalents ¹	85,747	152,084	4,399,000	4,636,831
Trade and Other Receivables	16,216	33,253	-	49,469
Other Current Assets	4,626	29,790	-	34,416
TOTAL CURRENT ASSETS	106,589	215,127	4,399,000	4,720,716
NON-CURRENT ASSETS				
Property, Plant, and Equipment	-	18,449	-	18,449
Intangible assets	-	38,427	-	38,427
Right-of-use Assets	-	177,846	-	177,846
Non-current trade and other receivables	6,289	-	-	6,289
TOTAL NON-CURRENT ASSETS	6,289	234,722	-	241,011
TOTAL ASSETS	112,878	449,849	4,399,000	4,961,727
CURRENT LIABILITIES				
Trade and other payables ^{2,5,6}	276,813	347,027	(222,915)	400,925
Financial liabilities ^{2,5}	66,667	1,248,543	(1,146,667)	168,543
Provisions	24,806	115,334	-	140,140
Convertible Notes ⁵	200,000	-	(200,000)	-
Loans	-	-	-	-
Lease Liabilities	-	108,598	-	108,598
TOTAL CURRENT LIABILITIES	568,286	1,819,502	(1,569,582)	818,206
NON - CURRENT LIABILITIES				
Provisions	-	16,082	-	16,082
Lease Liabilities	-	77,205	-	77,205
TOTAL NON-CURRENT LIABILITIES	-	93,287	-	93,287
TOTAL LIABILITIES	568,286	1,912,789	(1,569,582)	911,493
NET ASSETS	(455,408)	(1,462,940)	5,968,582	4,050,234
EQUITY				
Issued capital ²⁻⁶	46,201,072	5,441,323	(38,890,498)	12,751,897
Reserves ³	42,894	437,071	(42,894)	437,071
Accumulated losses ³	(46,699,374)	(7,341,334)	44,901,974	(9,138,734)
TOTAL EQUITY	(455,408)	(1,462,940)	5,968,582	4,050,234

Notes:

- Assumes that the Company raises the minimum subscription under the Public Offer (being \$5,000,000) and incurs expenses of \$601,000.
- Adjustment relating to the settlement and accrued interest in Complii through the conversion of \$1,080,000 of debt and \$117,445 of accrued interest into 19,957,413 fully paid ordinary shares in Complii.
- Adjustments due to the reverse acquisition of Intiger by Complii.
- Adjustment relating to the issue of an aggregate of 2,213,275 fully paid ordinary shares in the capital of Complii to employees and directors of Complii.
- Adjustment relating to the conversion of the existing 200,000 convertible notes on issue in Intiger into 5,000,000 Shares and 10,000,000 Options exercisable at \$0.05 each on or before 31 December 2023 (on a post-Consolidation basis), together with 213,698 Shares (on a post-Consolidation basis) which will be issued in settlement of interest owing in respect of those convertible notes.
- Adjustment relating to the issue of:
 - 550,000 Shares (on a post-Consolidation basis) in lieu of outstanding directors' fees of \$27,500; and
 - 187,500 Shares (on a post-Consolidation basis) to Euroz in part consideration for services provided in connection with a placement undertaken by the Company in June 2020.

Maximum Subscription

	Intiger 30/06/2020	Complii 30/06/2020	Pro-Forma Adjustment	Pro-Forma (at end of transaction)
CURRENT ASSETS				
Cash and Cash Equivalents ¹	85,747	152,084	6,279,000	6,516,831
Trade and Other Receivables	16,216	33,253	-	49,469
Other Current Assets	4,626	29,790	-	34,416
				-
TOTAL CURRENT ASSETS	106,589	215,127	6,279,000	6,600,716
NON-CURRENT ASSETS				
Property, Plant, and Equipment	-	18,449	-	18,449
Intangible assets	-	38,427	-	38,427
Right-of-use Assets	-	177,846	-	177,846
Non-current trade and other receivables	6,289	-	-	6,289
TOTAL NON-CURRENT ASSETS	6,289	234,722	-	241,011
TOTAL ASSETS	112,878	449,849	6,279,000	6,841,727
CURRENT LIABILITIES				
Trade and other payables ^{2,5,6}	276,813	347,027	(222,915)	400,925
Financial liabilities ^{2, 5}	66,667	1,248,543	(1,146,667)	168,543
Provisions	24,806	115,334	-	140,140
Convertible Notes ⁵	200,000	-	(200,000)	-
Loans	-	-	-	-
Lease Liabilities	-	108,598	-	108,598
TOTAL CURRENT LIABILITIES	568,286	1,819,502	(1,569,582)	818,206
NON - CURRENT LIABILITIES				
Provisions	-	16,082	-	16,082
Lease Liabilities	-	77,205	-	77,205
TOTAL NON-CURRENT LIABILITIES	-	93,287	-	93,287
TOTAL LIABILITIES	568,286	1,912,789	(1,569,582)	911,493
NET ASSETS	(455,408)	(1,462,940)	7,848,582	5,930,234
EQUITY				
Issued capital ²⁻⁶	46,201,072	5,441,323	(37,010,498)	14,631,897
Reserves ³	42,894	437,071	(42,894)	437,071
Accumulated losses ³	(46,699,374)	(7,341,334)	44,901,974	(9,138,734)
TOTAL EQUITY	(455,408)	(1,462,940)	7,848,582	5,930,234

Notes:

- Assumes that the Company issues 140,000,000 Shares (on a post-Consolidation basis) at an issue price of \$0.05 per Share under the Public Offer to raise \$7,000,000 and incurs expenses of \$721,000.
- Adjustment relating to the settlement and accrued interest In Complii through the conversion of \$1,080,000 of debt and \$117,445 of accrued interest into 19,957,413 fully paid ordinary shares in Complii.
- Adjustments due to the reverse acquisition of Intiger by Complii.
- Adjustment relating to the issue of an aggregate of 2,213,275 fully paid ordinary shares in the capital of Complii to employees and directors of Complii.
- Adjustment relating to the conversion of the existing 200,000 convertible notes on issue in Intiger into 5,000,000 Shares and 10,000,000 Options exercisable at \$0.05 each on or before 31 December 2023 (on a post-Consolidation basis), together with 213,698 Shares (on a post-Consolidation basis) which will be issued in settlement of interest owing in respect of those convertible notes.



A.C.N. 098 238 585

6. Adjustment relating to the issue of:
 - a. 550,000 Shares (on a post-Consolidation basis) in lieu of outstanding directors' fees of \$27,500; and
 - b. 187,500 Shares (on a post-Consolidation basis) to Euroz in part consideration for services provided in connection with a placement undertaken by the Company in June 2020