

16 March 2016

Your Ref:
Our Ref: 15217
Contact: Frank Knezovic/
Chris Zielinski

Anjuli Sinnah
ASX Limited
Level 40, Central Park
152-158 St George's Terrace
PERTH WA 6000

By Email: Anjuli.Sinniah@asx.com.au

Dear Sir

**OFF-MARKET TAKEOVER OFFER BY APPLABS TECHNOLOGIES LIMITED FOR ALL
THE ORDINARY SHARES IN THE SEARCH PARTY LIMITED ("TSP")**

We act for Applabs Technologies Limited (ACN 139 977 772) (**Company**).

In accordance with item 5 of Section 633(1) of the Corporations Act 2001 (Cth) we **enclose** a copy of the Company's bidder's statement and offer for all of the ordinary shares in The Search Party Limited (ACN 149 006 913) (**TSP**) dated 16 March 2016, a copy of which was sent to TSP today.

Please contact Frank Knezovic or Chris Zielinski if you have any queries.

Yours faithfully



Nova Legal

Encl.

**THIS IS AN IMPORTANT DOCUMENT, WHICH YOU SHOULD READ CAREFULLY.
IF YOU ARE IN ANY DOUBT AS TO HOW TO DEAL WITH IT, PLEASE CONSULT
YOUR FINANCIAL OR OTHER PROFESSIONAL ADVISER.**

**Applabs Technologies Limited
(To be renamed Search Party Group Ltd)
(ACN 139 977 772)**

Bidder's Statement
in relation to the Offer by ALA to acquire
ALL of your Ordinary Shares in
The Search Party Limited (ACN 149 006 913)

Consideration offered is:
198.1 ALA Ordinary Shares for every one TSP Ordinary Share you own.

**The Offer is dated 17 March 2016 and will close at 5.00pm (EST) on 18 May 2016,
unless extended or withdrawn**

**The directors of TSP have publicly announced that they *unanimously recommend*
you accept the Offer (in the absence of a Superior Proposal)**

Legal Adviser

NOVALEGAL
CORPORATE LAWYERS

Important Information

Bidder's Statement

This document (**Bidder's Statement**), dated 16 March 2016, is issued by Applabs Technologies Limited (ACN 139 977 772) under Part 6.5 of the Corporations Act in relation to an off-market takeover offer by ALA to acquire all of TSP's Ordinary Shares and sets out certain disclosures required by the Corporations Act.

A copy of this Bidder's Statement was lodged with ASIC and ASX on 16 March 2016. ASIC and ASX take no responsibility for the contents of this Bidder's Statement.

Investments Risks

There are a number of risks that may have a material impact on the value of the Offer, the future performance of the Merged Entity and the value of ALA Securities. These are described in Section 9 of this Bidder's Statement.

Foreign Jurisdictions

The distribution of this document and the making of the Offer may be restricted by the laws or regulations of foreign jurisdictions. Persons who come into possession of this Bidder's Statement should seek advice and observe these restrictions.

The Offer is not being made, directly or indirectly, in or into, and will not be capable of acceptance from within, any jurisdiction, if to do so would not be in compliance with the laws of that jurisdiction.

No action has been taken to register or qualify ALA or to otherwise permit the offering of ALA Consideration Securities outside Australia and New Zealand. Outside Australia and New Zealand, this Bidder's Statement may only be distributed to existing TSP Shareholders resident in Canada (Ontario only), People's Republic of China, United Kingdom and United States of America. See Section 10.15 for further information.

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

This Bidder's Statement is not a New Zealand prospectus or an investment statement and has not been registered, filed with or approved by any New Zealand regulatory authority under or in accordance with the Securities Act 1978 (New Zealand) (or any other relevant New Zealand law). This Bidder's Statement may not contain all the information that a prospectus or an investment statement under the New Zealand law is required to contain.

The only members of the public in New Zealand to whom ALA Consideration Securities are being offered to under the Offer are TSP Shareholders. The Offer is being made in New Zealand in reliance on the Securities Act (Overseas Companies) Exemption Notice 2013 (New Zealand).

Disclosure Regarding Forward Looking Statements

This Bidder's Statement includes forward-looking statements that have been based on ALA's current expectations and predictions about future events, including ALA's intentions (which include those set out in Section 7). These forward-looking statements are, however, subject to inherent risks, uncertainties and assumptions that could cause actual results, performance or achievements of ALA, TSP and the Merged Entity to differ materially from the expectations and predictions, expressed or implied, in such forward-looking statements. These factors include, among other things, those risks identified in Section 9.

None of ALA, its officers, nor persons named in this Bidder's Statement with their consent or any person involved in the preparation of this Bidder's Statement makes any representation or warranty that (express or implied) any forward looking statements will occur. The forward looking statements in this Bidder's Statement reflect views held only at the date of this Bidder's Statement.

Disclaimer Regarding TSP and the Merged Entity Information

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

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

Further information on TSP may be included in TSP's target's statement which TSP is required to provide to all TSP Shareholders in response to this Bidder's Statement.

Value of ALA Securities

The implied value of the Offer will vary with the market price of ALA Ordinary Shares. Further information on the implied value of the Offer is contained in this document. Before accepting the Offer, TSP Shareholders should obtain current quotes for ALA Shares from their financial or other professional adviser.

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

Investment Advice

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

Privacy

ALA has collected your information from the registers of TSP for the purposes of making the Offer and administering your acceptance over your TSP Shares. ALA and its share registry may use your personal information in the course of making and implementing the Offer. ALA and its share registry may also disclose your personal information to their related bodies corporate and external service providers and may be required to disclose such information to regulators, such as ASIC. If you would like details of information about you held by ALA, please contact ALA at the address set out in the Key Contacts Section.

Defined Terms

A number of defined terms are used in this Bidder's Statement. Unless expressly specified otherwise, defined terms have the meaning given in Section 12.

Internet Sites

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

Estimates and Assumptions

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

Effect of Rounding

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

Currencies

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

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

Images and Diagrams

Any diagrams, charts, graphs, tables and infographics appearing in this Bidder's Statement are illustrative only and may not be drawn to scale. Unless stated otherwise, all data contained in diagrams, charts, graphs, tables and infographics is based on information available at the date of this Bidder's Statement. Photographs, images and infographics in this Bidder's Statement are for illustration and/or example purposes only; and do not represent assets owned by ALA or TSP; and do not represent actual recruiters or candidates of TSP's technology, or staff of TSP; and should not be interpreted to mean that any person or entity shown is in any way affiliated with, or endorses this Bidder's Statement or its contents, or ALA, or TSP.

Directors' Letter

16 March 2016

Dear TSP Shareholders,

On behalf of the Directors of ALA Technologies Ltd (**ALA**), I am pleased to enclose an offer to acquire all of your Shares in The Search Party Ltd (**TSP**).

By accepting ALA's Offer you will be subject to the terms and conditions of the Offer being 198.1 ALA Ordinary Shares for every one TSP share you own (**Offer**).

The Board of TSP has publicly recommended all TSP Shareholders accept the Offer, in the absence of a Superior Proposal being received. TSP's Directors have publicly stated that they will accept the Offer in respect of their individual holdings in the absence of a Superior Proposal emerging.

For more information on ALA please see Section 3 of the Bidder's Statement. The Directors of ALA believe that the creation of the Merged Entity will provide a wider pathway for value creation through a well-funded company that is listed on the ASX.

In conjunction with the Offer, ALA will seek to raise \$3,704,996.90 at an issue price of \$0.10 per ALA Ordinary Share under a full form Prospectus (**Public Offer**).


The Directors consider creation of the Merged Entity is compelling, and has the potential to create additional value for shareholders of both companies. The important reasons for recommending the Offer are that the Merged Entity can provide greater liquidity to the shareholders of TSP, increase its cash reserves, increase the prospects of wide spread use of the TSP Marketplace, and increase its ability to raise additional capital if it is required.

The funds available to TSP will provide funds for the continued development of its online market place as well as substantial marketing initiatives to drive growth within the platform.

I encourage you to read this important document carefully. The Offer is open for acceptance until 5.00pm (EST) on 18 May 2016, unless extended. If you wish to accept the Offer, you should follow the instructions on the relevant Acceptance Form enclosed.

If you have any questions about the Offer, please contact ALA on +61 8 9388 9968, or your professional financial advisor.

Yours Sincerely

A handwritten signature in black ink, appearing to be 'CT' followed by a long horizontal stroke.

Charles Thomas

Director

Applabs Technologies Limited

Key Dates

Event	Date
Execution of Bid Implementation Agreement	18 January 2016
Announcement of Offer	20 January 2016
Date of this Bidder's Statement and lodgement with ASIC	16 March 2016
Record Date	5:00pm (EST) 16 March 2016
Date of Offer	17 March 2016
Date for giving notice of status of conditions	10 April 2016
Notice of Meeting sent to ALA Shareholders (indicative)	15 April 2016
Prospectus lodged with ASIC (indicative)	15 April 2016
Date of ALA Shareholder Meeting	16 May 2016
Prospectus Offer closes (indicative)	17 May 2016
Offer Closes (unless otherwise extended)	5:00pm (EST) 18 May 2016
Anticipated date for re-instatement to trading on ASX (indicative)	31 May 2016

Key Contacts

Share registrar for the Offer:	Applabs Technologies Limited
Advanced Share Registry Services 110 Stirling Highway, Nedlands, Western Australia 6009, Australia Phone (within Australia): +61 8 9389 8033	Suite 7, 234 Churchill Avenue, Subiaco, Western Australia 6008, Australia Phone (within Australia): +61 8 9388 9968

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1. Investment Overview

The information in this Section 1 is intended to provide an overview of ALA, the Offer that ALA is making for your TSP Shares and the risks you should consider.

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

You should read this Bidder's Statement in its entirety and the separate target's statement which will be sent to you directly by TSP before deciding how to deal with your TSP Shares. The detailed terms of the Ordinary Share Offer is set out in Annexure A.

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

Part A of this Investment Overview deals with the Offer. Part B deals with ALA, its business and assets and ALA's Securities. Part C deals with risks relating to ALA, TSP, the Offer and the Merged Entity. Part D deals with other relevant questions.

If you have any questions about the Offer, please contact ALA on +61 8 9388 9968, or your professional financial adviser.

Part A – Overview of the Offer

No.	Question	Answer	Further Information
1.	What is ALA offering to buy?	ALA is offering to buy all TSP Ordinary Shares under the Ordinary Share Offer, including TSP Shares that are issued during the Offer Period due to the conversion of TSP Securities, on the terms set out in this Bidder's Statement. You may only accept the Offer in respect of all (not part) of the TSP Ordinary Shares held by you.	Annexure A contains the full terms of the Ordinary Share Offer and the Conditions. The answers to questions 2 to 4 and 14 to 26 explain other aspects of the Offer.
2.	How long will the Offer remain open?	The Offer opens on 17 March 2016. Unless withdrawn or extended in accordance with the Corporations Act, the Offer is scheduled to close at 5:00 pm (EST) on 18 May 2016.	Key Dates
3.	What will you receive if you accept the Ordinary Share Offer?	If you accept the Ordinary Share Offer, subject to satisfaction of the Conditions of the Offer, you will receive 198.1 ALA Ordinary Shares for every one TSP Ordinary Share held by you.	Annexure A contains full terms of the Ordinary Share Offer and the Conditions. The answer to question 23 summarises the Conditions.
4.	What is the value of the Ordinary Share Offer?	The implied value of the offer is A\$34.67 per TSP Share based on ALA's closing share price on 19 January 2016 (being the last day ALA	Section 4.2 of this Bidder's Statement provides further information in respect of

No.	Question	Answer	Further Information
		Shares traded on ASX prior to the Announcement Date) of A\$0.175. The value of the Offer may change as a consequence of changes in the market price of ALA Ordinary Shares.	<p>the implied value of the Ordinary Share Offer.</p> <p>The answers to questions 5 to 12, and Sections 3, 4 and 9 of this Bidder's Statement contain more information about ALA, its business and assets and the risks that may apply to ALA.</p> <p>Section 2 of this Bidder's Statement contains the view of ALA as to why they think you should accept the Ordinary Share Offer.</p>

Part B – Overview of ALA

No.	Question	Answer	Further Information
5.	Who is ALA?	<p>ALA is an Australian incorporated company listed on the Official List of the ASX (ASX Code: ALA).</p> <p>Please refer to Sections 3, 4 and 9 for further information on ALA.</p>	Sections 3, 4 and 9 of this Bidder's Statement contain more information about ALA's assets, financial position, details of ALA Securities currently on issue and the risks that may apply to ALA.
6.	Will my new ALA Consideration Securities be listed on ASX?	<p>Within 7 days of the date of this Bidder's Statement, ALA will apply to ASX for quotation of the new ALA Ordinary Shares to be issued as ALA Consideration Securities on ASX and the Offer is conditional on quotation being granted. Quotation of the new ALA Ordinary Shares depends on ASX exercising its discretion to admit them to quotation on ASX.</p> <p>As the Offer, if successful, will result in a change in nature and scale of ALA's activities under ASX Listing Rule 11.1, ALA Shares will be suspended from trading on the ASX from the date of the ALA Shareholder Meeting until ALA re-complies with Chapters 1 and 2 of the ASX Listing Rules and receives ASX approval to be re-admitted to the ASX.</p>	Section 4.3 of this Bidder's Statement contains more information in relation to the re-admission of ALA Shares to trading on the ASX.

No.	Question	Answer	Further Information
7.	Will my new ALA Consideration Securities be restricted from trading?	<p>ALA Ordinary Shares issued as ALA Consideration Securities may be subject to trading restrictions for a period of time in accordance with the ASX Listing Rules, depending on:</p> <ul style="list-style-type: none"> (a) whether or not you are a related party or promoter of ALA or TSP; (b) the amount of cash that you paid for Your TSP Shares; and (c) the date of issue of Your TSP Shares. 	Section 10.11 of this Bidder's Statement contains more information in relation to the trading restrictions applicable to ALA Securities.
8.	What rights and liabilities will attach to my new ALA Consideration Securities?	The new ALA Ordinary Shares issued under the Offer will be issued fully paid and will from the time of issue rank equally with existing ALA Ordinary Shares.	Section 4.6 of this Bidder's Statement contains more information about the rights and liabilities attaching to ALA Ordinary Shares.
9.	Who are the ALA Directors and what experience do they have?	<p>The current Directors of ALA are:</p> <ul style="list-style-type: none"> (a) Mr Patrick Glovac – Managing Director; (b) Mr Charles Thomas – Non-Executive Director; and (c) Mr Rocco Tassone – Non-Executive Director. <p>The Directors of ALA have a variety of significant experience in capital markets, technology investment and corporate and financial management.</p> <p>In addition, the Bid Implementation Agreement provides that ALA will appoint Mr Benjamin Hutt, Mr Paul Bird and Mr Trevor Loewensohn as Directors. Mr Charles Thomas will continue as a Director of ALA. Mr Glovac and Mr Tassone will resign, with effect from the Offer becoming Unconditional.</p>	<p>Section 3.2 of this Bidder's Statement contains further information in relation to the ALA Directors and their experience.</p> <p>Section 7.3(b) contains further information regarding the proposed directors of ALA.</p>
10.	Do the Directors of ALA have any securities in TSP?	No current Directors have an interest in any securities of TSP Shares.	Sections 10.9 and 10.10 of this Bidder's Statement contain further information in relation to the shareholdings and other interests in ALA, and the remuneration, of the ALA

No.	Question	Answer	Further Information
			Directors.
11.	Do the ALA Directors have any interest in ALA Securities?	Yes, all of the ALA Directors have securities in ALA. The interests held by the Directors are disclosed in Section 10.9 of this Bidder's Statement.	Sections 10.9 and 10.10 of this Bidder's Statement contain further information in relation to the shareholdings and other interests in ALA, and the remuneration, of the ALA Directors.
12.	Does ALA currently have any interest in TSP Securities?	Yes, as announced on 17 December 2015, ALA acquired 25,240 TSP Shares pursuant to the TSP Capital Raising (being an interest of approximately 1.95% in TSP).	See Section 10.2.

Part C – Overview of Risks

No.	Question	Answer	Further Information
13.	Are there risks if I accept the Offer?	<p>Yes. If you accept the Offer, and it becomes Unconditional, you will be issued new ALA Securities and ALA will acquire an interest in TSP. There are risks in holding ALA Securities. You are already exposed to some of these risks, to varying degrees, as a result of your TSP Securities.</p> <p>The financial and operational performance of ALA's business, and the value and trading prices for ALA Securities will be influenced by a range of risks. Many of these risks are beyond the control of ALA's Board and management.</p> <p>Section 9 of this Bidder's Statement provides a detailed explanation of these risks. Specifically it deals with:</p> <ul style="list-style-type: none"> (a) risks relating to the Offer; (b) risks that are specific to ALA and TSP as the Merged Entity; and (c) general and industry risks relating to ALA and TSP as the Merged Entity. 	See Section 9 of this Bidder's Statement which contains full details in respect of each of the risks.

Part D – Other Relevant Questions

No.	Question	Answer	Further Information
14.	Is there an offer in respect of TSP Options?	<p>No. It is a condition of the Offer that all TSP Options (ESOP) must be validly converted into issued TSP Shares or otherwise cancelled as soon as possible and in any event before the end of the Offer Period.</p> <p>ALA intends to enter into a Private Treaty arrangement with the TSP Optionholder in respect of the TSP Options (A Class) to acquire its TSP Options (A Class).</p>	See Section 10.6 of this Bidder's Statement for further information.
15.	Can the Offer Period be extended?	The Offer Period can be extended at ALA's election in accordance with the Corporations Act. The Offer Period can also be automatically extended if in the last 7 days ALA (at its discretion) increases the consideration offered or gains more than 50% voting power in TSP.	
16.	What choices do I have as a TSP Shareholder?	<p>As a TSP Shareholder, you have the following choices in respect of your TSP Shares:</p> <ul style="list-style-type: none"> (a) accept the Offer; (b) subject to TSP's prior written consent, sell all or some your TSP Shares outside of the Offer, but as TSP Shares are not listed on any securities exchange, this may be difficult for you to do; or (c) do nothing. 	
17.	How do I accept the Offer?	<p>Below is a summary of the ways in which you can accept the Offer. Full details regarding acceptance of the Ordinary Share Offer is set out in Section 4 of Annexure A.</p> <p>You may only accept the Offer in respect of all (and not part) of your TSP Shares.</p> <p>To accept the Offer, you must complete the accompanying Acceptance Form and return it, together with any other documents required, to the address on the form so that it is received before the date the Offer closes.</p>	For the Ordinary Share Offer, see your Ordinary Share Offer Acceptance Form enclosed with this Bidder's Statement and Annexure A for further information.

No.	Question	Answer	Further Information
18.	Can I accept an Offer for part of my holding?	No, you must accept the Offer for all of your holding.	
19.	If I accept an Offer can I withdraw my acceptance?	You cannot withdraw or revoke your acceptance unless a withdrawal right arises under the Corporations Act. A withdrawal right will arise if, after you have accepted the Offer, ALA varies the Offer in a way that postpones for more than one month the time that ALA has to meet its obligations under the Offer (for example, if ALA extends the Offer for more than one month while the Offer remains subject to any of the Conditions).	Annexure A of this Bidder's Statement contains more information as to the limited circumstances in which you may be able to revoke or withdraw your acceptance of the Ordinary Share Offer.
20.	When will I receive my consideration?	<p>If you accept the Offer, subject to you providing any other documents required, ALA will issue your ALA Consideration Securities as consideration for your TSP Ordinary Shares on or before the earlier of:</p> <p>(a) one month after you have validly accepted the Offer or the contract resulting from its acceptance becomes Unconditional (whichever is later); and</p> <p>(b) 21 days after the end of the Offer Period, provided that the Offer has become Unconditional.</p>	Annexure A of this Bidder's Statement contains more information as to when your new ALA Securities will be issued to you under the Ordinary Share Offer.
21.	Will I need to pay any transaction costs if I accept the Offer?	You will not incur any brokerage fees or be obliged to pay stamp duty in connection with your acceptance of an Offer.	<p>Annexure A of this Bidder's Statement contains the full terms of the Ordinary Share Offer and Conditions.</p> <p>See also the instructions on the Acceptance Form enclosed with this Bidder's Statement.</p>
22.	What happens if I do not accept the Ordinary Share Offer?	<p>Subject to the explanation below, you will remain an ordinary shareholder of TSP and will not receive the Ordinary Share Offer Consideration.</p> <p>If you do not accept the Offer or sell your TSP Shares and ALA acquires a Relevant Interest in at least 90% of TSP Ordinary Shares and the other</p>	<p>Section 7.3 of this Bidder's Statement provides more information regarding ALA's intentions if it acquires a Relevant Interest in at least 90% of the TSP Ordinary Shares.</p> <p>Sections 7.4 and 7.5 of</p>

No.	Question	Answer	Further Information
		<p>conditions of the Offer are satisfied or waived, ALA intends to proceed to compulsorily acquire your outstanding ALA Ordinary Shares. You will be invited to claim the Ordinary Share Offer Consideration. Therefore, accepting the Offer will result in you receiving your Ordinary Share Offer Consideration sooner if you accept the Offer, rather than having your TSP Ordinary Shares compulsorily acquired.</p> <p>If the Offer becomes or is declared Unconditional but ALA does not become entitled to compulsorily acquire your TSP Ordinary Shares under the Corporations Act, unless you sell your TSP Ordinary Shares, you will remain a shareholder in TSP. In these circumstances and, depending on the number of TSP Ordinary Shares acquired by ALA, you may be a minority shareholder in what may be an even less liquid stock. Additionally, your ability to transfer your TSP Ordinary Shares will be subject to transfer restrictions in TSP's constitution and shareholder's deed.</p>	<p>this Bidder's Statement provide more information regarding ALA's intentions if it acquires a Relevant Interest in less than 90% of the TSP Ordinary Shares.</p>
23.	Are there conditions to the Offer?	<p>The Ordinary Share Offer is subject to the Conditions set out in Section 8 of Annexure A which include:</p> <ul style="list-style-type: none"> <li data-bbox="528 1323 1050 1391">(a) ALA Shareholders approving the Essential Resolutions; <li data-bbox="528 1420 1050 1816">(b) the Prospectus Offer closing and, as at the close of the Prospectus Offer, ALA receiving or becoming entitled to receive, in immediately available funds, gross proceeds of no less than \$1,000 (before the costs of the Prospectus Offer) as a result of subscriptions made under the Prospectus Offer (to be satisfied by the Prospectus Offer raising of \$3,704,996.90); <li data-bbox="528 1845 1050 2011">(c) on or before the end of the Offer Period, ALA having a Relevant Interest in more than 90% (by number) of the TSP Ordinary Shares on issue; 	Section 8 of Annexure A to this Bidder's Statement sets out the Conditions to the Ordinary Share Offer in full.

No.	Question	Answer	Further Information
		<p>(d) ALA receiving from ASX written confirmation that ASX will re-instate ALA Ordinary Shares to quotation on ASX and terminate the suspension of ALA Ordinary Shares from quotation, subject to the satisfaction of such terms and conditions (if any) as are prescribed by ASX or the Listing Rules;</p> <p>(e) all TSP Options being validly converted into TSP Ordinary Shares or otherwise being cancelled before the end of the Offer Period;</p> <p>(f) the holder of the TSP Options (A Class) accepting a Private Treaty Offer in respect of its TSP Options (A Class)</p> <p>(g) TSP raising and receiving valid applications from existing TSP shareholders, underwriters or other third parties for not less than A\$2 million under the TSP Capital Raising at an issue price of not less than A\$19.81 per TSP Ordinary Share and issuing all such shares applied for under the TSP Capital Raising (satisfied on 16 March 2016).</p> <p>(h) no Prescribed Occurrence for TSP or TSP Material Adverse Change occurring prior to the end of the Offer Period;</p> <p>(i) a condition relating to decisions, actions and investigations by, and applications to, Government Agencies which may adversely affect the Offer; and</p> <p>(j) a condition relating to any approvals or consents required as a result of the Offer, being obtained.</p>	
24.	What if the Conditions are not satisfied or	If the Offer closes and the Conditions are not satisfied or waived, the Offer will lapse, and your acceptance will be	Annexure A to this Bidder's Statement sets out further information in

No.	Question	Answer	Further Information
	waived?	void. In other words, you will continue to hold your TSP Shares (unless you otherwise sell them). ALA will announce whether the Conditions have been satisfied or waived during the Offer Period in accordance with its obligations under the Corporations Act.	relation to the Ordinary Share Offer. See Section 10.1 for details of the Bid Implementation Agreement.
25.	What happens if ALA improves the Offer Consideration?	If ALA improves the Offer Consideration of the Offer, all the TSP Shareholders who accept that Offer (whether or not they have accepted the Offer before or after such improvement) will be entitled to the benefit of the improved Offer Consideration, should that Offer become or be declared Unconditional.	Annexure A to this Bidder's Statement sets out further information in relation to the Ordinary Share Offer.
26.	What are the tax implications of accepting the Offer?	A general summary of the Australian tax consequences for TSP Shareholders who accept the Offer is set out in Section 8. This summary is expressed in general terms only and is not intended to provide taxation advice for your specific circumstances. TSP Shareholders should seek their own taxation advice in relation to the Offer.	Section 8 of this Bidder's Statement sets out further information.

2. Why You Should Accept the Offer

ALA believes you should **ACCEPT** the Offer for the following reasons:

1. You will receive attractive value for your TSP Shares.

The implied value of the offer is A\$34.67 per TSP Share based on ALA's closing share price on 19 January 2016 (being the last day ALA Shares traded on ASX prior to the Announcement Date) of A\$0.175. The value of the offer may change as a consequence of changes in the market price of ALA Ordinary Shares.

2. You will gain ASX share trading liquidity.

Since ALA is listed on ASX and ALA is offering to issue ALA Ordinary Shares as consideration for your TSP Shares, you will, if you accept the Offer, gain the ability to trade on ASX the ALA Ordinary Shares that you receive as Offer Consideration should the Offer be successful (subject to any trading restrictions that may apply to your ALA Ordinary Shares).

3. You will become a shareholder in a better capitalised company with cash reserves to develop TSP's global online employment Marketplace and improved access to capital.

As at 31 December 2015, ALA had a cash and cash equivalents balance of approximately \$2.29 million, and under the Prospectus Offer is seeking to raise up to an additional \$3,704,996.90 to support the Merged Entity's strategy to develop TSP's global online employment Marketplace. In the event that the transaction does not proceed, then TSP will not have access to the cash within ALA or the additional capital to be raised pursuant to the Prospectus Offer. Accordingly, notwithstanding the recent completion of the TSP capital raising, TSP will have insufficient capital to maintain or grow the TSP business as planned.

By accepting the Offer, should it be successful, you will become a shareholder of a company with an enhanced balance sheet and improved access to capital for funding given its ASX listing.

4. The TSP Board unanimously recommends that you accept the Offer

The TSP Board, in the absence of a Superior Proposal, unanimously recommends that TSP Shareholders accept the Offer. This unanimous recommendation is contained in the Target's Statement.

The members of the TSP Board have also indicated that they intend to, in the absence of a Superior Proposal, to accept the Offer in respect of all TSP Shares they control.

5. The management skills of the Merged Entity's directors will allow TSP's global online employment Marketplace to be further developed.

If the Offer is successful, the board of directors of the Merged Entity will comprise current TSP directors Benjamin Hutt, Paul Bird and Trevor Loewensohn and ALA director Charles Thomas. Together, these directors have significant expertise and skills in technology ventures and public company management, to oversee the further development of TSP's employment Marketplace.

6. You may be eligible for full or partial capital gains rollover relief.

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

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

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

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

Please refer to Section 8 for more information.

If you wish to accept the Offer, you must return the signed relevant Acceptance Form by 5:00 pm (EST) on 18 May 2016.

3. Profile of ALA

3.1 Overview of ALA

ALA was incorporated as an agricultural investment business in October 2009 (known as AACL Holdings Limited at that time) and was admitted to the official list of the ASX in April 2010.

In October 2012, ALA sold its main operating business to Glencore and completed a backdoor listing in December 2013, acquiring Applabs Australia Pty Ltd and relisting as Applabs Technologies Limited. Since relisting, ALA has been operating as an app developer and technology financier, through the production of apps for customers, as well as the ability to fund, develop and market other technologies.

A brief outline of ALA's activities is outlined in Section 3.3 below.

In light of difficult market conditions ALA has been evaluating high quality and value adding investment opportunities. As announced on 20 January 2016, the Company is proposing to acquire 100% of TSP.

As at 19 January 2016 (being the last trading day before the Announcement Date), ALA had 748 Shareholders and a market capitalisation of approximately \$7.71 million.

3.2 Directors and key personnel of ALA

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

Mr Patrick Glovac – Managing Director (appointed 9 December 2013)

Mr Glovac holds a bachelor of Commerce majoring in Finance, Banking & Management through Murdoch University and a Diploma of Management. Mr Glovac has worked as an investment Advisor from 2003 for Bell Potter Securities Limited focussing in High Net worth clients & Corporate Advisory. During that time Mr Glovac advised and funded many ASX listed companies from early stage seed capital through to IPO. Mr Glovac was appointed Managing Director of Applabs on 14 August 2014.

Mr Rocco Tassone – Non-Executive Director (appointed 15 October 2013)

Mr Tassone holds a Bachelor of Business with a double Major in Finance and Economics from Edith Cowan University. He is the Founding Director of online retailer, wholesaler and Australian distribution company Everythingmma Pty Ltd. Mr Tassone is also a Founding Director & major shareholder of D-inkD Pty Ltd

Mr Charles Thomas – Non-Executive Director (appointed 9 December 2013)

Mr Thomas holds a Bachelor of Commerce from UWA majoring in Corporate Finance. Mr Thomas worked as an Investment Adviser since 2009 for Bell Potter Securities Ltd focussing on High Net worth clients & Corporate Advisory. Prior to this Mr Thomas worked for State One Stockbroking for a period of 3 years. Mr Thomas is a Founding Director & major shareholder of D-InkD, a company offering low cost tattoo removal in Australia.

Proposed Directors

The Bid Implementation Agreement provides that ALA will appoint Mr Benjamin Hutt, Mr Paul Bird and Mr Trevor Loewensohn, to join Mr Charles Thomas as ALA Directors after the Minimum Acceptance Condition has been satisfied and the Offer become Unconditional.

3.3 Overview of ALA's activities

This Section 3.3 contains a summary of ALA's activities. Further information on ALA can be obtained from ALA's website www.applabs.com.au.

Division 1: App Development or “Fee for Service” Division - producing bespoke mobile apps for clients

The ALA's Fee for Service Division's team specialised in delivering high-quality, forward-thinking mobile apps across iPhone, iPad and Android devices.

The Fee for Service Division (**FFSD**) saw record contract and sales growth during the 2015 financial year, however it struggled to trade profitably and therefore major cost cutting initiatives were implemented. Unfortunately even with the re-structure of the division it became clear that the business would struggle to meet its ongoing duties under its current contracts, therefore the company announced the part sale of the Fee for Service Division in June 2015. The Company executed the part sale of the FFSD and received \$50,000 cash upfront and a 5% equity interest in the purchasing company (Dapper Apps Pty Ltd) in consideration for the acquisition of part of the FFSD assets. This allowed the company to continue to service some existing high margin contracts, significantly reduce operational and corporate overheads immediately whilst retaining a 5% interest in the division going forward as a shareholder. The division continues to trade and service several existing contracts with a review of its viability currently underway.

Division 2: Venture Capital Division - focused on sourcing and assisting technology companies globally

The Venture Capital Division is where ALA invests funds, resources and provides managerial and strategic support to early stage technology assets and companies in exchange for an equity stake.. As part of the Venture Capital Division, the Company has also retained equity stakes in several ASX listed companies.

Division 3: Internal Development Division - Developing internal technology projects

ALA has leveraged from the expertise of the design and development team to create an Internal Product Division of the Company, which has several cutting edge apps in various stages of development. The most advanced Internal Product app is the Home Open Application.

Home Open

Home Open is a highly mobile focused real estate portal designed to allow consumers to easily and efficiently find properties to buy or rent. Home Open allows consumers the unique ability to search for properties based on their current location and proximity to homes open for inspection in real- time. Through revolutionary iBeacon technology real estate agents are able to communicate directly with consumers through push notifications.

The Company is continuing with its strategic review of the IP, trademarks, source code and goodwill of the portal in an effort to extract maximum shareholder value. The company believes that the portal still carries value and given the interest to date

continues to advance discussions to license out or sell the technology behind the portal to third parties to develop independently.

3.4 ALA's assets

As set out in ALA's most recent Half Year Report, ALA's current assets as at 31 December 2015 include:

Cash on hand	\$2,299,045
Investments	
Dapper Apps 5% equity	\$25,000
The Search Party 1.95% equity	\$500,000
Other Listed Equities	\$357,751
Plant & Equipment	\$21,958
Intangible Assets	\$6,666
Other Assets	\$66,516
TOTAL	\$3,276,935

3.5 Financial Performance

The historical consolidated statements of financial position of ALA are set out below and have been extracted from the audited consolidated statements of financial position as at the end of the financial years ended 30 June 2013, 30 June 2014 and 30 June 2015, being the last three audited consolidated statements of financial position prior to the date of this Bidder's Statement, together with the reviewed consolidated statements of financial position for the period from 1 July 2015 to 31 December 2015. The Financial year ended June 2013 results relate to the previous agricultural investment business when the Company traded as AACL Holdings Ltd.

	Consolidated HY 31 Dec 2015	Consolidated FY2015	Consolidated FY2014	Consolidated FY2013
	\$	\$	\$	\$
ASSETS				
CURRENT ASSETS				
Cash and cash equivalents	2,299,045	2,010,693	4,974,394	814,966
Trade and other receivables	2,346	204,049	183	57,509
Other current assets	64,170	123,417	-	50,865
TOTAL CURRENT ASSETS	2,365,561	2,338,158	4,974,577	923,340
NON-CURRENT ASSETS				
Plant and equipment	21,958	13,983	59,399	61,418
Intangibles	6,666	139,999	810,962	-
Investments accounted for using the equity method	-	12,138	321,473	-
Financial Assets at fair value through the profit or loss	-	-	290,533	-
Financial Assets at fair value through other comprehensive income	882,751	1,574,526	486,882	-
Other Non-Current Assets	-	-	50,387	-
TOTAL NON-CURRENT ASSETS	911,375	1,740,645	2,019,636	61,418
TOTAL ASSETS	3,276,935	4,078,803	6,994,213	984,758
CURRENT LIABILITIES				
Trade and other payables	43,625	49,776	143,008	284,706
Provisions	32,897	14,372	18,340	45,824
Other current liabilities	-	-	-	-
TOTAL CURRENT LIABILITIES	76,522	64,148	161,348	330,530
TOTAL LIABILITIES	76,522	64,148	161,348	330,530
NET ASSETS	3,200,413	4,014,656	6,832,865	654,228
SHAREHOLDERS' EQUITY				
Issued capital	25,134,626	24,877,426	24,815,147	17,077,117
Reserves	(112,914)	58,382	339,567	-
Accumulated losses	(21,821,298)	(20,921,151)	(18,321,849)	(16,422,889)
TOTAL SHAREHOLDERS' EQUITY	3,200,413	4,014,656	6,832,865	654,228

The historical consolidated statements of financial performance of ALA are set out below and have been extracted from the audited consolidated statements of financial performance for the financial years ended 30 June 2013, 30 June 2014 and 30 June 2015, being the last three audited consolidated statements of financial performance prior to the date of this Bidder's Statement, together with the reviewed consolidated statements of financial position for the period from 1 July 2015 to 31 December 2015. The financial year ended June 2013 results relate to the previous agricultural investment business when the Company traded as AACL Holdings Ltd.

	Consolidated HY 31 Dec 2015	Consolidated FY2015	Consolidated FY2014	Consolidated FY2013
	\$	\$	\$	\$
Continuing operations:				
Other income	57,059	301,236	25,763	1,061,320
Profit on Sale of Roster Elf	17,921			
Share of (losses) Roster Elf using equity method	-	(116,498)	(28,527)	-
Fair value movement of financial assets	-	(30,915)	66,800	-
Operating expenses	(584,265)	(1,030,863)	(1,111,287)	(3,545,450)
Share Based Payment	(257,200)	-	-	-
Research costs	-	(716,232)	(209,492)	-
Depreciation and amortisation expense	(135,841)	(426,028)	(410,386)	(47,681)
Impairment of Intangible Assets	-	(266,430)	-	-
Foreign Exchange gain	2,180	9,560	-	
Loss before income tax	(900,147)	(2,276,162)	(1,667,127)	(2,531,811)
Income tax expense		-	-	-
Loss after tax from continuing operations	(900,147)	(2,276,162)	(1,667,127)	(2,531,811)
Discontinued operations:				
Profit on sale of subsidiaries	-	-	32,399	7,564,183
(Loss) from discontinued operations – Fee for Service	-	(323,141)	(204,645)	
(Loss) from discontinued operations	-	-	(59,587)	177,957
(Loss) from discontinued operation	-	(323,141)	(231,833)	7,742,140
Net Loss attributable to the members of the entity	(900,147)	(2,599,302)	(1,898,960)	5,210,329
Change in fair value of financial asset through comprehensive income	(171,296)	(372,105)	83,368	-
Total Comprehensive (Loss) attributable to members of the entity	(1,071,442)	(2,971,407)	(1,815,592)	5,210,329

3.6 Relationship with TSP

Prior to signing the Bid Implementation Agreement, ALA had no existing relationship with TSP other than ALA subscribing for 25,240 fully paid ordinary shares in TSP (at an issue price of \$19.81 per share) pursuant to the shortfall under the TSP Capital Raising (as announced to the ASX on 17 December 2015).

As at the date of this Bidder's Statement, no ALA Director has a Relevant Interest in TSP Securities.

3.7 Corporate Governance

The ALA Board seeks to provide accountability levels that meet or exceed the ASX Corporate Governance Council's Principles for Good Corporate Governance and Best Practice Recommendations.

Details on ALA's corporate governance procedures, policies and practices can be obtained at ALA's website www.applabs.com.au.

3.8 Publicly available information about ALA

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

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

On request to ALA and free of charge, TSP Shareholders may obtain a copy of:

- (a) the annual financial report of ALA for the year ended 30 June 2015 lodged by ALA with the ASX on 29 September 2015 (being the annual financial report most recently lodged with ASIC before lodgement of this Bidder's Statement with ASIC); and
- (b) any continuous disclosure notice given to ASX by ALA since the lodgement with ASIC of the Annual Financial Report for ALA referred to above and before lodgement of this Bidder's Statement with ASIC.

A list of the announcements ALA has lodged with ASX since 29 September 2015 (being the date of lodgement of the annual financial report referred to in paragraph (a)) is set out in Annexure C to this Bidder's Statement.

A substantial amount of information about ALA is available in electronic form from www.applabs.com.au and on the ASX website.

Other than information contained in this Bidder's Statement, there is no information which has been excluded from a continuous disclosure notice in accordance with the ASX Listing Rules, and which is required to be set out in this Bidder's Statement.

4. Information about ALA Securities

4.1 Capital structure

As at the date of this Bidder's Statement, ALA has the following securities on issue:

Class of Security	Number
ALA Ordinary Shares currently on issue ¹	46,061,754
ALA Ordinary Shares currently on issue but not quoted	4,500,000
ALA Options currently on issue	35,619,920

Notes:

1. The rights attaching to the ALA Ordinary Shares are summarised in Section 4.6 of this Bidder's Statement.
2. Comprising 35,619,920 options each exercisable at \$0.25 on or before 21 May 2016 and which are listed on the ASX (ASX:ALAO).

4.2 Recent performance of ALA Ordinary Shares

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

Comparative Trading Period	Price of ALA Ordinary Shares
Highest trading price in the four months prior to the date this Bidder's Statement was lodged with ASIC on 16 March 2016	\$0.235
Lowest trading price in the four months prior to the date this Bidder's Statement was lodged with ASIC on 16 March 2016	\$0.093
Closing trading price on the last trading day (being 19 January 2016) before the Announcement Date	\$0.175
Last available closing sale price (as at 15 March 2016) on ASX prior to the date this Bidder's Statement was lodged with ASIC	\$0.15
5 day volume weighted average price before the date this Bidder's Statement was lodged with ASIC	\$0.15

The implied value of the Offer will be partly dependent on the market price of ALA Ordinary Shares. The implied value of the Offer will change as a consequence of changes in the market price of ALA Ordinary Shares from time to time.

The implied value of the offer is A\$34.67 per TSP Share based on ALA's closing share price on 19 January 2016 (being the last day ALA Shares traded on ASX prior to the Announcement Date) of A\$0.175. The value of the offer may change as a consequence of changes in the market price of ALA Ordinary Shares.

4.3 Change in Nature and Scale of Company

The completion of the Offer will result in ALA undergoing a significant change in nature and scale of its activities as contemplated by ASX Listing Rule 11.1, from an app development company to an online recruitment platform provider.

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

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

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

To ensure the Offer only proceeds if ALA Ordinary Shares can be re-admitted to trading on the ASX following completion of the Offer, the conditions of the Offer include that ALA:

- (a) obtains ALA Shareholder approval for the change in nature and scale of ALA's activities (this is one of the Essential Resolutions); and
- (b) raises no less than \$1,000 pursuant to the Prospectus Offer (to be satisfied by the proposed Prospectus Offer raising of \$3.7 million).

ALA anticipates the ALA Shareholder Meeting will be held on 16 May 2016 to obtain, amongst other things, shareholder approvals for all of the Essential Resolutions, being in summary:

- (a) the significant change in the nature and scale of the ALA's activities as a result of the successful completion of the Offer;
- (b) the issue of ALA Ordinary Shares under the Prospectus Offer;
- (c) the issue of the Facilitation Securities to the Facilitators; and
- (d) the appointment of the proposed Directors (being Mr Benjamin Hutt, Mr Paul Bird and Mr Trevor Loewensohn) to the ALA Board.

Each of the Essential Resolutions to be considered at the ALA Shareholder Meeting is conditional upon the passing of each of the other Essential Resolutions. If any of the Essential Resolutions are not approved, all of the Essential Resolutions to be considered at the ALA Shareholder Meeting will fail and the Offer (as well as the Prospectus Offer) will not be completed. Further details of the proposed resolutions are contained in the Notice of Meeting.

ALA Ordinary Shares will be suspended from trading from the commencement of trading on the date of the ALA Shareholder Meeting until ALA has completed the re-compliance with Chapters 1 and 2 of the ASX Listing Rules.

ALA intends to lodge a prospectus for the Prospectus Offer with ASIC on or about 15 April 2016. This date is indicative only.

4.4 Quotation of ALA Ordinary Shares comprising Offer Consideration

As set out in Section 4.3, because the Offer will result in a significant change in nature and scale of ALA's activities (if successful), ALA Ordinary Shares will be suspended from trading on the ASX from the date of the ALA Shareholder Meeting until ALA re-complies with Chapters 1 and 2 of the ASX Listing Rules and receives ASX approval to be re-admitted to the ASX.

ALA will lodge an application for admission to quotation of the ALA Ordinary Shares comprising part of the Offer Consideration to trading on ASX within 7 days of the start of the Bid Period. The Offer is conditional on quotation being granted. Quotation will not be automatic and will depend upon ASX exercising its discretion. Nothing in this Bidder's Statement is to be taken to state or imply that the ALA Ordinary Shares to be issued as Offer Consideration will be quoted on ASX.

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

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

4.5 Rights and liabilities of ALA Securities

The ALA Consideration Securities offered to TSP Shareholders under the Offer include ALA Ordinary Shares.

The ALA Ordinary Shares offered are fully paid ordinary shares in the capital of ALA, and from the date of their issue will rank equally with existing ALA Ordinary Shares and will have the same rights and liabilities attaching to them. The rights and liabilities attaching to ALA Ordinary Shares are governed by the Constitution of ALA, the Corporations Act, ASX Listing Rules, ASX Settlement Operating Rules and the general law of Australia.

Set out below is a summary of the rights and liabilities attaching to ALA Shares. It does not purport to be exhaustive or to constitute a definitive statement of the rights and liabilities of shareholders of ALA. Shareholders should seek their own advice when trying to establish their rights in specific circumstances.

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

4.6 Rights attaching to ALA Ordinary Shares

Voting Rights

Subject to the Constitution of ALA and any rights or restrictions at the time being attached to a class of shares, at a general meeting of ALA every shareholder present in person, or by proxy, attorney or representative has one vote on a show of hands, and upon a poll, one vote for each share held by the shareholder and for each partly paid share held, a fraction of one vote equal to the proportion which the amount paid up bears to the amounts paid or payable on that share. In the case of an equality of votes, the chairperson has a casting vote.

Dividends

Subject to the Corporations Act, the ASX Listing Rules and any rights or restrictions attached to a class of shares, ALA may pay dividends as the Directors resolve but only out of profits of ALA. The Directors may determine the method and time for payment of the dividend.

Winding up

Subject to the Corporations Act, the ASX Listing Rules and any rights or restrictions attached to a class of shares, on a winding up of ALA any surplus must be divided among the shareholders of ALA in proportion which the amount paid on the shares bears to the total amount paid and payable on the shares of all shareholders of ALA.

Transfer of Shares

Generally, ALA Shares are freely transferable, subject to satisfying the requirements of the ASX Listing Rules, the Corporations Act and associated legislation. The Directors may decline to register any transfer of ALA Shares but only where permitted to do so by the Corporations Act, the ASX Listing Rules and associated legislation.

Further Increases in Capital

Subject to the Corporations Act, the ASX Listing Rules and associated legislation, ALA (under the control of the Directors) may allot and issue shares and grant options over shares, on any terms, at any time and for any consideration, as the Directors resolve.

Variation of Rights Attaching to Shares

Subject to the Corporations Act, the ASX Listing Rules and associated legislation and the terms of issue of shares in a particular class, ALA may vary or cancel rights attached to shares in that class by either special resolution passed at a general meeting of the holders of the shares in that class, or with the written consent of the holders of at least 75% of the votes in that class.

General Meeting

Each shareholder will be entitled to receive notice of, and to attend and vote at, general meetings of ALA and to receive notices, accounts and other documents required to be furnished to shareholders under the Constitution, the Corporations Act and the ASX Listing Rules.

4.7 ALA options

ALA has issued 35,619,920 Options. The ALA Options are listed on the ASX. Each ALA Option entitles the holder to subscribe for one ALA Ordinary Share at an exercise price of \$0.25 on or before 21 May 2016.

4.8 Shareholders of ALA

As at 15 March 2016, there were 784 ALA Shareholders.

As at 15 March 2016, the top 20 direct Shareholders of ALA were as follows:

Rank	ALA Shareholder	Number of ALA Ordinary Shares	% of ALA Issued Share Capital
1	Vormunde Pty Ltd	3,235,000	6.398
2	Dr Stuart Lloyd Phillips & Mrs Fiona Jane Phillips	1,900,000	3.758
3	Grooving Thing Pty Ltd	1,650,000	3.263
4	Kcirtap Securities Pty Ltd	1,200,000	2.373
5	Mr Peter Charles Pritchard Farris & Mrs Susan Mary Patricia Farris	1,091,951	2.160
6	Artic Tern Holdings Pty Ltd	1,000,000	1.978
7	Tribeca Nominees Pty Ltd	1,000,000	1.978
8	Syracuse Capital Pty Ltd	900,000	1.780
9	LSAF Holdings Pty Ltd	875,000	1.731

Rank	ALA Shareholder	Number of ALA Ordinary Shares	% of ALA Issued Share Capital
10	Ms Chloe Thomas	865,250	1.711
11	Eaglesahm Nominees Pty Ltd	850,000	1.681
12	Stoney Pastoral Co Pty Ltd	846,666	1.675
13	MAC 110 Nominees Pty Ltd	783,315	1.549
14	Mr Malcolm Geoffrey Heron & Mrs Melissa Ann Heron	775,000	1.533
15	Silkshore Holdings Pty Ltd	700,000	1.384
16	Gazel Pty Ltd	700,000	1.384
17	Dr Stuart Lloyd Phillips & Mrs Fiona Jane Phillips	687,500	1.360
18	MV Agusta Investments Pty Ltd	600,000	1.187
19	Ms Chloe Thomas <The Chloe Louise A/C>	550,000	1.088
20	Kempo Capital Pty Ltd	550,000	1.088
TOTAL		20,759,682	41.058

As at 15 February 2015, current Directors of ALA held 3,355,000 ALA Ordinary Shares, being approximately 6.635% of the total number of ALA Ordinary Shares on issue. Refer to Section 10.9 for further details of the interests of the ALA Directors in ALA Securities.

4.9 Substantial shareholders of ALA

There is one substantial Shareholder of ALA which holds a Relevant Interest in 5% or more of the ALA Ordinary Shares on issue as at the date of this Bidder's Statement, so far as is known to ALA based on the substantial shareholder notices lodged with ALA.

This substantial Shareholder is Vormunde Pty Ltd, holding 3,235,000 ALA Shares, representing 6.398% of ALA's total issued capital.

4.10 Dividend history

ALA has not previously and does not currently pay dividends.

5. Profile of TSP

5.1 Disclaimer

This overview of TSP and all financial information concerning TSP contained in this Bidder's Statement has been prepared by ALA using publicly available information and information provided by TSP management.

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

5.2 TSP Group structure

TSP was incorporated as a proprietary limited company on 27 January 2011, and converted to an unlisted public company on 12 February 2016. TSP has the following subsidiaries:

- (a) Search Party Holdings Pty Limited (ACN 605 350 696) which is registered in Australia;
- (b) Search Party Services Pty Ltd (ACN 601 175 142) which is registered in Australia;
- (c) The Search Party Ltd (United Kingdom registered company) which 100% owns The Search Party Services (UK) Ltd (United Kingdom registered company); and
- (d) The Search Party Pty Ltd (Canadian company) which 100% owns Search Party Services Ltd (Canadian company).

The Search Party US Inc is 100% owned by The Search Party Ltd in Australia. The Search Party US Inc owns 100% of TSP Services US Inc. Neither US subsidiary currently has, or has ever had, any operations or a financial history.

Refer to Section 0 below for a corporate structure diagram of the Merged Entity which includes a depiction of TSP's current corporate structure.

5.3 TSP board of directors

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

- (a) Mr Benjamin Hutt - Managing Director and Chief Executive Officer;
- (b) Mr Joshua Rogers – Executive Director;
- (c) Mr Paul Bird – Non Executive Director;
- (d) Mr Stuart Gatenby – Executive Director and Chief Technology Officer and;
- (e) Mr Trevor Loewensohn – Chairman.

Mr Benjamin Hutt, Mr Paul Bird and Mr Trevor Loewensohn will each become a director of ALA upon the Offer becoming Unconditional (joining current ALA Director Mr Charles Thomas). Further details regarding each of the proposed directors are set out in Section 7.3(b).

5.4 Information about TSP Securities

According to documents provided by TSP to ASIC and from information made available by TSP management, as at the date of this Bidder's Statement, TSP's issued securities on issue at the date of Bidder's Statement consisted of the securities set out in the following table:

Class of security	Number
TSP Ordinary Shares	1,280,535
TSP Options (ESOP)	206,234
TSP Options (A Class)	464

Notes:

1. It is expected that all TSP Options (ESOP) will be exercised prior to the expiry of the Offer Period. The Ordinary Share Offer will be extended pursuant to all TSP Ordinary Shares issued on exercise of the TSP Options (ESOP).
2. ALA intends to enter into a Private Treaty arrangement with the TSP Optionholder in respect of the TSP Options (A Class) to acquire its TSP Options (A Class).
3. Refer to Annexure D for the principal terms and conditions of the TSP Options on issue.

5.5 Disclosure of Interests of TSP Directors

Based on information provided by TSP management, set out below are the direct and indirect interests in TSP held by TSP's directors as at the date of this Bidder Statement.

Director	TSP Ordinary Shares	TSP Options (ESOP)	TSP Options (A Class)
Benjamin Hutt	19,824	98,808	Nil
Joshua Rogers ¹	344,979	Nil	Nil
Paul Bird	3,610	Nil	Nil
Stuart Gatenby	19,737	75,169	Nil
Trevor Loewensohn	Direct ² 240,131		
	Indirect ³ 42,087	Nil	Nil

Notes:

1. Held by Aimli Pty Ltd ATF Aimli Trust, an entity associated with Joshua Rogers.
2. Held directly in the names of TFLT Pty Ltd as trustee for the Loewensohn Family Trust, an entity associated with Mr Loewensohn (237,633 shares) and Susan Loewensohn (2,498 shares).
3. An economic beneficial interest is held in these TSP Shares by TFLT Pty Ltd as trustee for the Loewensohn Family Trust, an entity controlled by Mr Loewensohn.

5.6 Overview of TSP's business

5.6.1 Recruitment Industry Overview

1. Overview

The recruitment industry is large and complex. In 2014, the recruitment industry globally transacted more than US\$300Bn in revenue but only ~\$9Bn (~3%) of that was transacted online. Most of this online revenue is revenue derived from job boards (online sites where employers post job advertisements) and online networking sites. Many companies use recruiters, but this is mostly happening offline and at significant cost, with placements costing on average, approximately 20%-30% of salary per candidate placed. Recruiters are only involved in approximately 20% of the permanent placements occurring in Search Party's key markets, the majority being placed through job boards.

When the first professional recruiters appeared in the 1950s, the primary source of candidates for a new position was job advertisements in the newspaper. This remained largely unchanged until the 1990s and advent of the internet. Job ads first moved online (as literally a version of themselves, just in digital format) and later evolved into job boards, or sites dedicated to job ads (e.g. Seek, Monster).

The next major change was in 2002 with the arrival of LinkedIn. Enabling job seekers to put up their own profiles online meant that the value of a CV held by a recruiter diminished. Employers could for the first time, look for people using their LinkedIn profiles, giving them access to millions of online potential employees and the ability to contact them to try to persuade them to apply for a job. Job boards also grew in popularity. Other professional social networks came and went, but LinkedIn became the primary professional network, and began generating significant revenue from recruiters and employers looking to hire someone.

In a separate stream of evolution where public review sites evolved in various industries (e.g. TripAdvisor for travel), companies such as Glassdoor started publishing company information and reviews. Job seekers became more able to research not only what it's like to work somewhere, but what reasonable pay should be and what benefits they can expect as their career advances.

Meanwhile, traditional recruitment agencies remained largely unchanged in terms of their scope and operating model, largely outbound sales driven businesses – they were slow to change and new operating models were not available.

As more employers embraced self-service, lower cost methods of hiring, such as job boards, recruiters have found it increasingly competitive to secure roles to fill and there has been downward pressure on fees and margins.

Fast forward to early 2010's and recruitment became an industry which received focus from a technological perspective. After the disruption of a few traditional industries like personal transport (Uber) and travel (Airbnb), recruitment underwent a significant technology evolution. Several well known companies generated significant revenue online, including LinkedIn (2002), Monster (1999), Seek (1997), Indeed (2004) (which are presently all established businesses with 10-20 years operations). Other more recently established examples include: Hired (2012) which lets employers bid for curated candidates, 1Page (2011) which leverages public data and curates talent pools and businesses such as UpWork (prev. Elance & Odesk)(2015) and Freelancer (2009), which allow for the hiring of project-focused contractors easily.

2. Recruitment technology competitive landscape

There are many companies seeking to use technology to participate in or disrupt the recruitment industry. The major types of technology companies that operate in the recruitment space with some relevance to the Search Party business are set out below. As an online marketplace,

Search Party incorporates many of the features of each of these separate businesses into a single platform.

- **Social platforms** – LinkedIn is the professional social network of choice globally. It allows job seekers to put up a digital version of their CV and for their peers to endorse them for skills. It generates substantial revenue from both employers and recruiters, who pay to search its online data, advertise open roles and contact candidates through its platform.
- **Job boards** – Still the most common way to hire, job boards range from free listings to paid premium spots. The biggest players in this space are Monster and Indeed, as well as Seek in Australia. These generate revenue from both employers and recruiters, from paid database search and advertising.
- **Two sided recruitment marketplaces** –Existing marketplaces fall into two categories, and generate revenue from employers:
 - 1. Creating a connection between recruiters and employers where the recruiter bids for the opportunity to work on a role for the employer. The original incarnation of this model was Bounty Jobs in the USA, more recently Hiring Hub in the UK.
 - 2. Others focus on the connection between employers and job seekers directly (e.g. Hired, 1Page).
- **ATS** – Many larger employers pay to use applicant tracking systems (**ATS**) to organise their incoming applications as well as referrals (e.g. Taleo, PageUp).
- **Recruiter CRM** – On the recruiter side, the primary competition comes from specialist recruiter customer relationship management (**CRM**) systems like Bullhorn and JobAdder. Zoho, although not specialist, is also a popular choice.

Search Party Business Overview:

5.6.2 Company History

A brief history of Search Party since incorporation in February 2011 is set out below.

FEB 2011	<ul style="list-style-type: none"> The Search Party (then Tempurer Pty Ltd “Tempurer”) specialist Recruiter CRM product was founded and the team began developing the recruitment CRM and Payroll platform. Key founders in the business Jamie Carlisle, Stuart Gatenby. Ben Hutt joined the team in October 2011, leaving Macquarie in June 2012 to become COO/CFO.
MAR 2012	<ul style="list-style-type: none"> Seed capital raising completed.
FEB 2013	<ul style="list-style-type: none"> Tempurer Board resolved to create the Tempurer Marketplace and work began.
FEB – NOV 2013	<ul style="list-style-type: none"> Key product development for the Marketplace: Candidate anonymisation and initial deduplication of candidates (data science), Marketplace – price and service competition. Tempurer rebranded to The Search Party to align more with the new identity as a marketplace, not just a recruiter tool.
NOV – DEC 2013	<ul style="list-style-type: none"> Alpha launch of Search Party Marketplace in Australia with more than 30 agencies representing more than 1 million CVs engaged for launch. Large corporate employers also signed up and engaged including 1 of the “Big 4” accounting firms.

JAN 2014	<ul style="list-style-type: none"> • Search Party made its first recruitment transaction in Australia which involved a 9 day end to end recruitment process and UK team hired to prep for July 2014 launch. • 15+ agencies (4 million candidate CVs) engaged and signed as launch partners. Search Party UK business was incorporated as Talent Party Ltd.
MAY 2014	<ul style="list-style-type: none"> • Search Party Marketplace alpha release was launched in the UK.
JUL 2014	<ul style="list-style-type: none"> • Ben Hutt appointed as CEO and Managing Director.
OCT 2014	<ul style="list-style-type: none"> • Joshua Rogers, marketplace expert and founding investor in Freelancer invests in the company and joins the Board to support Ben in building and growing the business. • Beta release in Australia and UK showed the business model would ultimately work, and provided basis for expanding product teams and growing customer and marketing activities. • Canadian government provided support planning for launch in Canada.
EARLY 2015	<ul style="list-style-type: none"> • Focused on increasing growth and continued refinement of the product to improving ease of use and conversion. • Hired key people including country head for Canada and Chief Marketing & Product Officer Magda Walczak and CFO Jason Shepherd.
JUL 2015	<ul style="list-style-type: none"> • Launched in Canada as strategic beachhead for North America. • Rebranded as Search Party in UK.
JAN 2016	<ul style="list-style-type: none"> • Takeover by Applabs announced, and Search Party completes capital raising.
MAY 2016	<ul style="list-style-type: none"> • Planned relisting on ASX as Search Party Group Ltd (SP1) (indicative only).

5.6.3 Search Party Group Operations

1. Introduction to the Search Party Marketplace

Search Party is a recruitment marketplace that uses sophisticated technology and proprietary data science (see Section 5.6.6 below) to improve the recruitment process for all three stakeholders; employers, candidates and recruiters.

- For employers our objective is to enable them to hire staff using the skills and experience of recruiters significantly faster and cheaper whilst maintaining or enhancing candidate quality.
- For recruiters our objective is to expand their customer base and improve their profitability and efficiency using their existing database of candidates by focusing on the leads generated via the Marketplace.
- For job seekers, Search Party helps them be discovered for the right job, at the right time, at a company with the right cultural fit.

The Search Party vision is to be the new paradigm for recruitment. The mission is to be “the marketplace for employers, recruiters, and job seekers, that delivers outstanding value through innovation and insight, to ensure the right person gets to the right job every time”.

Our proprietary data science includes candidate deduplication, skills and industry mappings, insights on when a candidate is likely to be ready for a new role, and other proprietary algorithms. For further information, refer to section 5.6.6(2).

The Search Party board has observed that the creation of online marketplaces within an industry creates growth in the respective industries (e.g. via Uber many more people travel by vehicle than previously, with AirBNB many more people stay in someone else’s house). Search

Party expects to grow the recruitment industry's overall revenue by allowing it to expand into new customer segments; into small and medium sized enterprises (**SMEs**) who currently seldom engage with recruiters, or larger companies that have their own internal recruitment teams rather than use external recruiters.

There is no cost to join the Marketplace for recruiters, employers or candidates.

In simple terms the business operates as follows:

- Recruiters join the Marketplace for free and advertise their candidate data using Search Party technology to maintain individual privacy. Search Party already has more than 970 recruiters and more than 15 million candidate CVs provided by recruiters.
- Employers search and create a shortlist of potential employees for a role using Search Party data science and smart search. Search Party has more than 4300 employers.
- Recruiters connected to the chosen candidates accept or negotiate a fee proposed by the employer then screen the chosen candidates (and others like them) for capability and interest before proposing them for interview. Employers interview and hire candidates as usual then pay the recruiter the agreed fee.
- Search Party's revenue model is simple – it earns 20% of the fee the employer pays to the recruiter



Figure 1. How Search Party Marketplace works.

Importance of Recruiters to Search Party

A key differentiator of Search Party's business is the value it places on recruiters.

Search Party embraced recruiters from its inception because Search Party's directors and management believe recruiters are skilled in sourcing candidates, interviewing, qualifying experience and CV data, screening for fit and capability and for getting a prospect excited about a role and processing efficiently the formalities of a change in employment.

Search Party's directors believe that there is significant value in this role, and if the cost of providing the service could be reduced and access and efficiency improved, there would be a significantly enlarged market opportunity for the established recruitment industry. The challenge for recruiters in evolving and growing their business (especially for smaller recruiters) is to contain business development costs sufficiently to allow them to transact profitably at a low enough fee that they are accessible to SMEs who do a large proportion of the employment. Recruiters must also compete against internal recruiters/HR teams at larger companies who have worked to internalise the recruitment function in recent years.

Search Party's platform is solving both of these problems. Every time employers request candidates on Search Party (refer to figure 1 above), this equates to a free (and warm) lead for a recruiter. Search Party's proposition is that free inbound leads mean that recruiters can afford to take lower fees because they're not spending significant time pitching for roles to employers, Search Party provides them. Further, Search Party's Marketplace functionality allows recruiters to see relevant candidates within their databases suitable to the role or similar to the candidate shortlisted by the recruiter. Employers therefore get access to valuable recruiter skills and recruiters increase their operating margins. Search Party is confident that this makes recruiter businesses not only more viable and able to compete against new entrants, but also more profitable (even at reduced fees) enabling recruiters to take market share from the dominant Job Boards.

The recruitment sector has very strict legislation on the ownership and usage of personal information. The Search Party has adopted in each Search Party jurisdiction a very technical, high quality solution to ensure that recruiters, the owners of the personal data, have tools to support their anonymisation of candidate data.

Search Party performs strict privacy regulation and legal review to ensure the processes and systems in place abide by these individual requirements.

Search Party operates within the constraints of privacy legislation, summarised as follows:

- all candidate data owned and controlled by the recruitment agency or agencies who have relationship with the candidate;
- Search Party provides tools which agencies use to choose how much info to show or hide on candidates (i.e. anonymise them) by showing/hiding/obfuscating key pieces of info such as job titles, employers, educational institutions, courses, dates;
- "Personal information" such as name, sex, DOB, next of kin etc is automatically removed from the data before the anonymised profile is published to the Marketplace;
- only registered site users can see / search data, so everyone is governed by Terms & Conditions;
- only employers can search, therefore recruiters can't search each other's data; and
- recruiters always seek permission from the candidate, during the pre-screening call, before putting them forward for a role.

Search Party has worked with experienced privacy lawyers in Australia, UK, Canada and USA in establishing the protocols for each jurisdiction to date.

2. Operating scope and geography

Search Party was founded and is head quartered in Australia. Engineering, data science and product teams are based in Australia. Overseas operations in the UK (8) and Canada (5) are essentially sales and marketing operations, focused solely on engaging customers and growing Search Party's market opportunity in these jurisdictions. However, the platform is borderless, and international expansion relatively straightforward and inexpensive as it requires no change to the underlying technology.

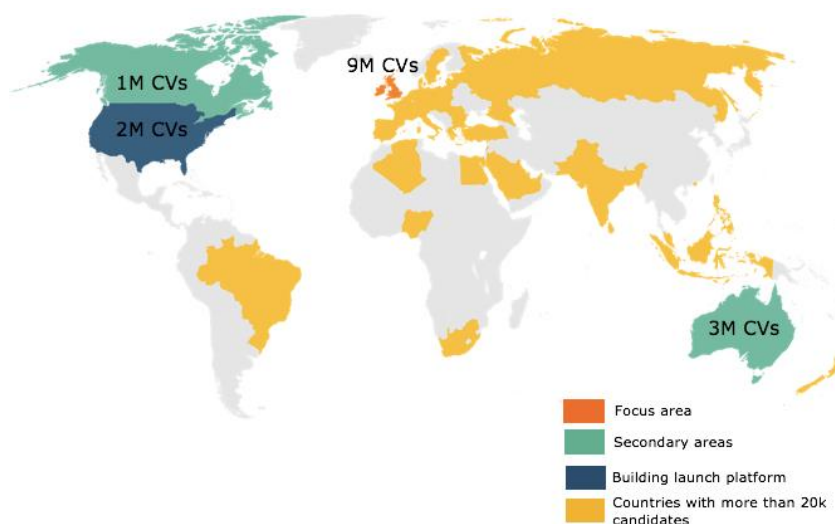


Figure 2. CVs committed to Search Party by country.

Since Search Party beta release in October 2014, over 970 recruiters globally have signed up for Search Party Marketplace. Together, they've uploaded over 15 million candidate CVs.

	UK	Australia	Canada	Other	Total
Launch date	2014	2014	2015	n/a	
Employer Companies	1633	922	403	253	3211
Employer Users	2072	1441	442	408	4363
Recruitment Agencies	260	134	87	58	539
Recruiter Users	428	307	144	99	978

Figure 3. Search Party customers since October 2014 by country as at 9 March 2016. Excludes ~300 Recruitment companies & ~300 Employer companies from Alpha marketplace in UK & Australia (pre-Oct 2014).

3. Target customers

Search Party's Marketplace is designed to service three constituents in the hiring process: employers, recruiters and job seekers represented by these recruiters.

Currently, Search Party's Marketplace benefits two of these three constituents, being employers and recruiters. Search Party's job seeker specific applications are currently in development and are anticipated to be released later in 2016.

Employers

Search Party's initial target customer employer is SMEs looking to fill mid-level professional roles. However, any business can potentially benefit from a lower cost and quicker alternative to traditional recruitment channels, so over time the Search Party directors believe in addition to the initial target market of SMEs, large corporates and other substantial employers will adopt the Search Party as the platform which provides access to recruitment services at an affordable price without compromising candidate quality. For larger employers, the delivery of faster and less expensive recruitment may induce these employers to use the platform rather than their existing use of recruiters (panels, recruitment process outsourcing (**RPOs**)) or their own internal teams. The platform may be used to augment an existing internal team or even be used as a tool to manage and communicate with a panel of recruiters.

Currently the Search Party's most common roles are in the IT and Media, Sales and Marketing, Accountancy and Finance and Healthcare sectors. Across the company's operational locations, the average candidate salary targeted is AUD\$80,000.

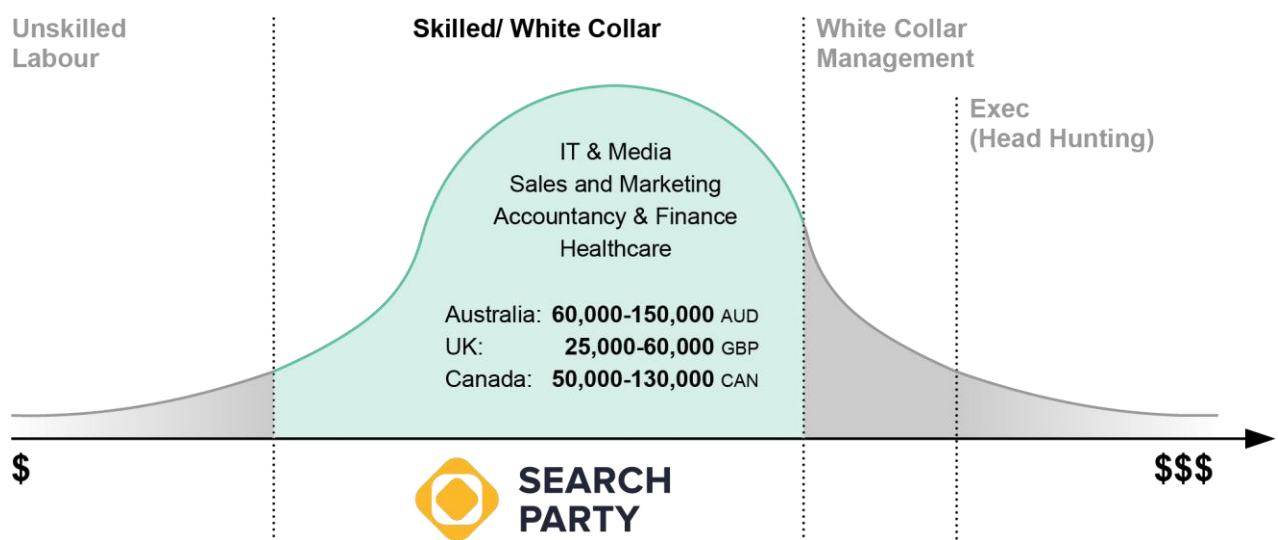


Figure 4. Search Party's targeted sweet spot in the employment market.

Recruiters

Recruiters are a key and valuable customer for whom Search Party offers a secondary revenue stream which can be leveraged in parallel to their existing full-service operations. Specialist recruiters are enabled to build relationships with new employer customers and have potential to significantly improve their efficiency, revenues and profitability.

Job seekers

When the Search Party Job Seeker Platform is released later in 2016, it will provide job seekers at any level in their career, from any location, and from any industry with a platform to engage with a recruiter (and/or strengthen an existing relationship with a trusted recruiter), and leverage tools to help job seekers drive the next step in their career.

4. Revenue model

The revenue model is simple: Search Party earns 20% of the recruitment fee charged by a recruiter

Search Party revenue per placement is therefore:
(Final base salary) x (Fee agreed by employer and recruiter*) x 20%

*also referred to as Gross Payment Volume

In the past 12 months, on average, Search Party's median net revenue per permanent placement has been \$1,200 and ranged between **\$384 - \$2,887** depending on the mix of candidate salary and the agreed recruitment fee (on average, 8-10% of candidate salary). These factors vary in each case.

On average, Search Party is targeting net revenue of \$1,300 per placement (equivalent to Gross Payment Volume per placement of \$6,500).

As explained earlier, the Search Party came out of Beta in August 2015 and the focus of the business at this stage is on building the volume of employers, recruiters and CV's. This is progressing well as shown in Figure 3.

The Search Party Marketplace is generating monthly revenue, which whilst materially in line with our expectations is still modest given the focus and early stage of development of the relaunched business. As at 31/12/15 Search Party Marketplace had generated approximately \$521k of Gross Payment Volume through the platform and \$108k of net Marketplace revenue (i.e. after payments to recruiters). The purpose of the Takeover Bid and related capital raising is to provide Search Party with access to capital to accelerate the rollout of the Search Party Marketplace. As outlined below, this involves significantly increased focus over the approximately the next 12 months and beyond on marketing, product development and sales initiatives with the aim of achieving significant increases in placement volumes and as a result revenues which are expected to become material from about Q1 2017.

	Consolidated			
	31-Dec 2015 \$	30-Jun 2015 \$	30-Jun 2014 \$	Total
Sales revenue				
Gross Marketplace revenue	357,083	117,674	46,180	520,937
Cost of Marketplace sales	-280,103	-92,904	-39,855	-412,862
Net Marketplace revenue	76,980	24,770	6,325	108,075
CRM revenue	25,146	94,087	180,589	282,874
Net revenue from continuing operations	102,126	118,857	186,914	390,949
Other income				
Interest	2,228	34,050	18,668	54,946
R&D Grant, EMDG Grant and PRT Rebate	21,690	1,208,021	1,010,866	2,257,525
	23,918	1,242,071	1,029,534	2,312,471
Total	126,044	1,360,928	1,216,448	2,703,420

Search Party's focus is on growing the volume of customers and the effectiveness of the Platform. Search Party's management will continually monitor and assess the results of these strategies, together with market awareness, and deploy its resources accordingly to achieve the best outcome for the Search Party.

Sales Funnel and efficiency

Search Party's short to medium term strategy and focus is on two things:

1. growing the number of employers and recruiters using the platform; and
2. enhancing the effectiveness of the platform to improve conversion of roles to placement.

The Search Party conversion funnel (below) demonstrates the stages of converting an employer customer sign up to that employer making a placement via the platform.

Search Party's objective is to fill the top of the funnel by increasing the number of new employers who sign up, converting the sign up into a job, then improving the efficiency of the funnel at every step up until the job becomes a placement, through a combination of marketing initiatives and platform improvement. The benefits of being an online business is that the funnel is traceable online, which means the Search Party leverages data analytics through studying the behaviour of "cohorts" of vacancies and users through the platform, and user research to determine opportunities to improve product effectiveness and the engagement of recruiters and employers overtime to increase the funnel's conversion on an ongoing basis.



Figure 5. Search Party sales funnel.

Servicing agreements

On entry to new markets Search Party may offer new recruiters a service whereby a dedicated recruiter concierge supports new recruiters by responding to leads and screening candidates on their behalf. This service has been offered only where a recruiter wishes to participate in the Marketplace, but does not have sufficient resources to staff it appropriately in the short-term. This service was operated for 6 months in Australia (ceased September 2014 as no longer required), and still operates in the UK (servicing two agencies only). The service has not been required due to a high degree of agency engagement in Canada and significant improvements to the recruiter interface since Search Party's beta launch in October 2014. These servicing teams constitute an immaterial variable cost to Search Party, and are serviced under specific corporate entities with appropriate licenses and controls to operate as recruiters on behalf of recruiters.

5.6.4 Search Party Marketplace Features

Search Party has leveraged research & development (R&D), and engineering and data science capabilities to build a range of features that provide a compelling value offering for its two initial key stakeholders: employers and recruiters.

1. Search Party for Employers

Search Party management have observed that employers of all sizes have a similar objective when they have a recruitment need – finding the best people as quickly as possible at the most efficient cost (including the opportunity cost of time spent searching). There are several contributing factors:

- Low quality (and too many) applicants if using job boards;
- Limited number of candidates when using recruiters;
- No relationship with or high cost of recruiters;
- Lack of ability to tap into the large passive pool of candidates;
- Lack of internal skills to properly screen applicants;
- False or misleading information on applications; and
- Low brand awareness, making it hard to attract high quality candidates.

Search Party gives employers access to millions of recruiter-represented candidates. By driving engagement between recruiter and employer it provides to the employer both the valuable skills and resources of a recruiter, and the insights enabled by a significant pool of candidate data and data science / machine learning algorithms.

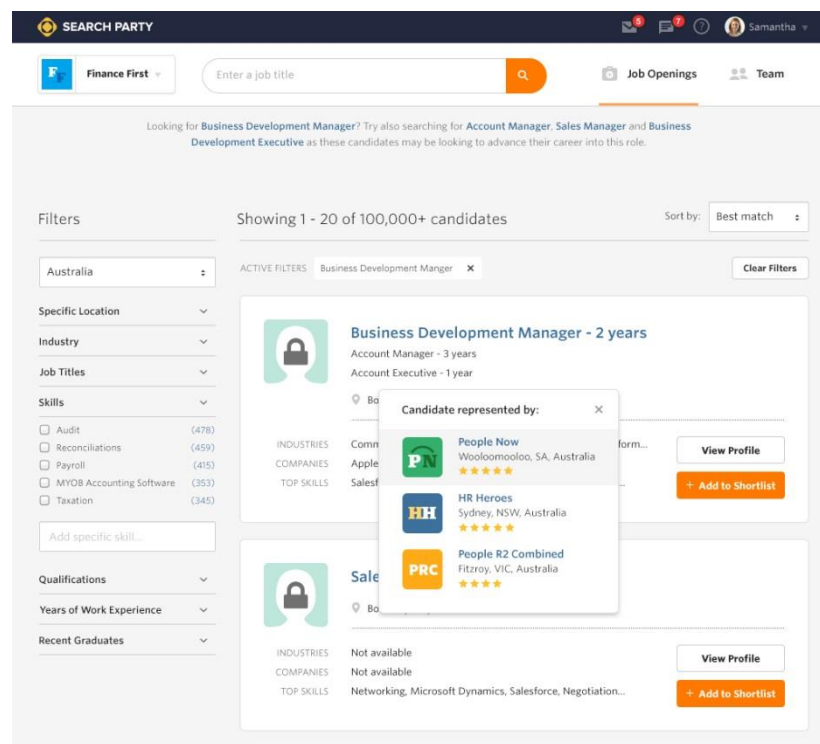


Figure 6. Illustrative employer search results page live at 7 March 2016.

The Search Party's directors believe that the package of products and services offered by Search Party offers the right balance between giving employers the power and tools to hire effectively but with the support of professional recruiter services at less than the traditional cost. As Search Party isn't a full service model like traditional recruiter relationships, and because employers are engaged with multiple recruiters for each role, employers are able to negotiate lower fees (average 8% compared to industry 20%+) and recruiters are happy to accept them because Search Party provides the lead and tools to make it easy to identify the right candidates for a role.

Some of the features available to employers include the ability to:

- Search through millions of recruiter represented candidates by previous roles, skills, education and other relevant filters;
- Negotiate recruiter fees per recruiter (possible to have a range per role);
- Agree terms and guarantees that suit the employer;
- Hire full time employees as well as consultants, contractors and part time staff;
- View recommended “more like this” candidates when the employer has identified a suitable candidate and wishes to find similar candidates;
- Pay only once the new hire accepts the offer;
- Create unlimited shortlists for unlimited number of jobs;
- Set up preferred recruiter panels where employers want to limit the recruiters they work with; and
- Benefit from integrations with other useful recruitment technologies.

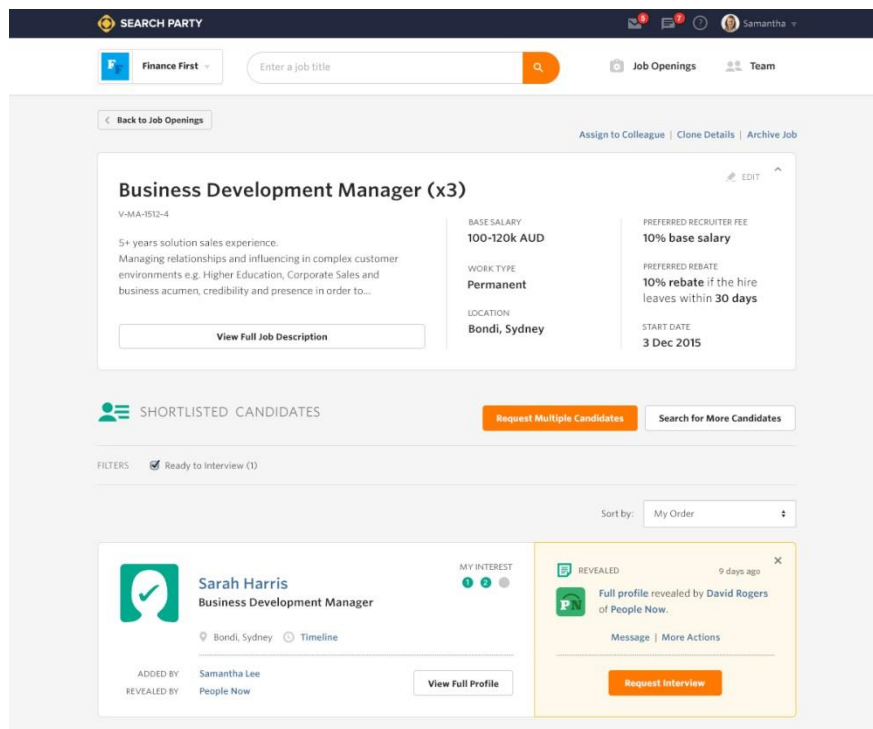


Figure 7. Direct screenshot (dummy data) of employer shortlist panel live at 7 March 2016.

2. Search Party for Recruiters

For recruiters, Search Party provides a means to activate more candidates in their database and drive efficiencies in how they service roles. This makes it easier to service the higher volume, lower cost, less specialised segment of the recruitment market, in parallel to their existing high fee high service roles, which in turn increases their profitability.

Search Party is a lead generation tool that helps recruiters grow their business. Instead of pitching existing customers or cold calling to generate roles, recruiters receive inbound leads from Search Party when employers request candidates with whom they already have a relationship.

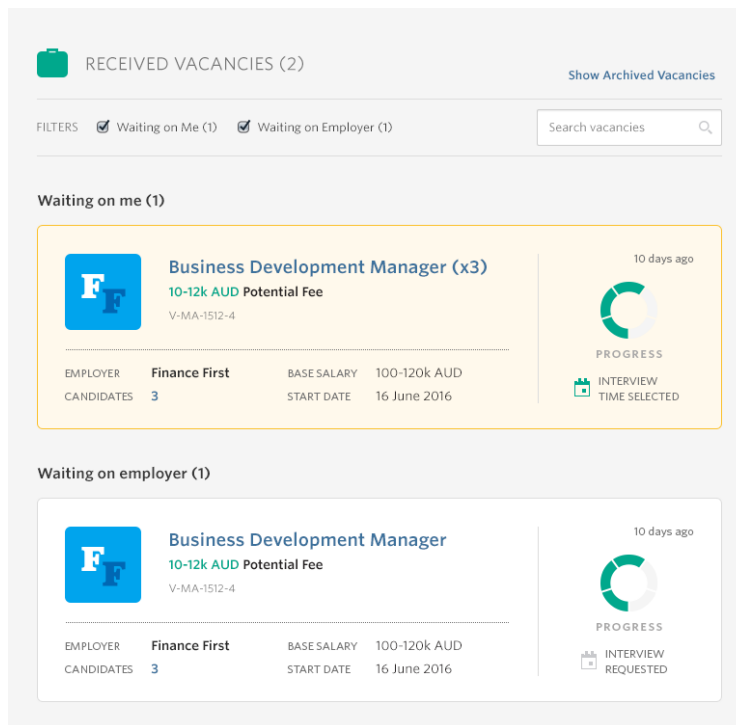


Figure 8. Direct screenshot (dummy data) of recruiter received incoming vacancy live at 7 March 2016.

In the simplest scenario, the recruiter is able to present the requested candidate to an employer and that person gets hired. In most cases, given the recruiter's candidate pool is passive (not actively seeking work), the recruiter will suggest other qualified, interested candidates. Either way, the Search Party model increases recruiter profitability because the return that recruiters earn on the time spent working Search Party roles is very high, which means that they are able to accept lower fees than they would on their normal business development efforts.

Key features currently available to recruiters are:

- Recruitment CRM which currently includes job posting, applicant tracking, invoicing, email marketing, timesheets & task management;
- Inbound leads from employers based on their candidates;
- Deduplication and anonymisation of candidates and publishing anonymous profiles to the Marketplace;
- Recommender algorithms and tools such as “ready to move” which highlights candidates which may be ready for a new role therefore good to spend time with; and
- Other features in the planning phases include best of breed integrations such as fee tracking tools, background checking and lost-fee identification and capture.

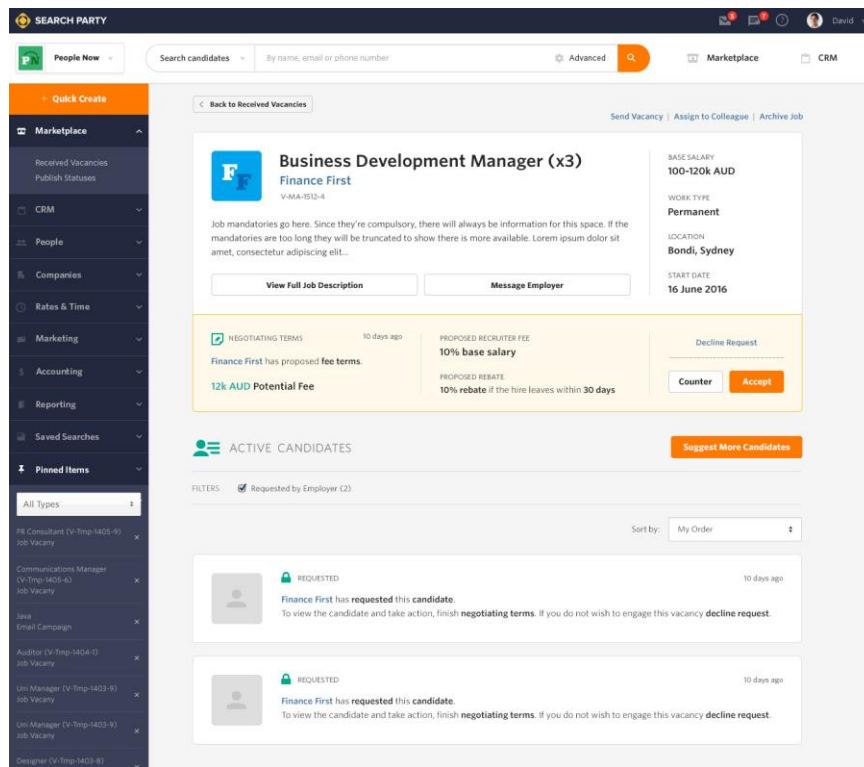


Figure 9. Direct screenshot (dummy data) of Search Party Recruiter vacancy detail view live at 7 March 2016.

3. Search Party for Job Seekers

The Job Seeker Platform interface (to be launched later in 2016) will enhance the job seeker's relationship with recruiters to help job seekers cultivate their professional brand, and curate their participation in the job market.

Job seekers will be able to:

- Update their CVs with all recruiters they work with (there is often more than 1 recruiter who has an individual's CV);
- Understand their career path options, see new opportunities and set and maximise salary expectations;
- Acknowledge when they are actively looking for roles;
- Connect to recruiters and give them tools to verify their education, skills and company culture preferences; and
- Enable them to have a voice about the places they have worked at using JobAdvisor.

4. JobAdvisor

Search Party acquired JobAdvisor in September 2015. JobAdvisor is an employer review website that helps businesses showcase their brand as a place to work in an open and transparent way. The JobAdvisor acquisition was a strategic step in supporting the growth and effectiveness of Search Party's ecosystem. JobAdvisor collects feedback in the form of employee reviews to create 'social proof', which employers can leverage to improve their ability to recruit. It allows employers to set expectations upfront, resulting in stronger employee engagement and retention. Companies of all sizes use JobAdvisor, including household corporate names.

JobAdvisor’s model addresses a fundamental issue in recruitment - many employers struggle with growing their brand to attract good candidates. For some it’s a lack of resources or skill, but for many others (ie SMEs) it’s a general lack of awareness of what companies do and what it’s like to work in them. JobAdvisor lets any size business create an attractive, informative online home for their brand as an employer. Their JobAdvisor profiles become a tool that employers can point to when wanting to recruit new people. For Search Party, this aids conversion as recruiters are able to use these profiles when approaching candidates with new opportunities.

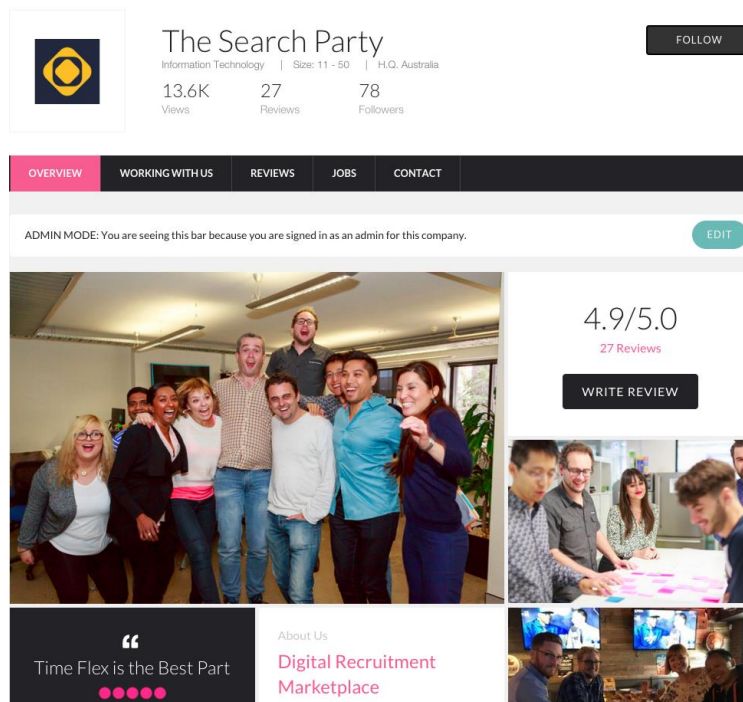


Figure 10. Employer JobAdvisor profile at 7 March 2016.

5.6.5 Growth and Customer Acquisition Strategies

Search Party’s key objectives regarding growth are:

- **Growth Strategy:** to maximise the volume of recruiter and employer customers, whilst improving the efficiency of the sales funnel (see figure 5 in Section 5.6.2(4) above).
- **Customer Acquisition Strategy:** to focus on repeatable and scalable demand generation, balanced by brand awareness campaigns.

1. Growing Search Party Employer base

In the past, Google Adwords and other Pay Per Click (**PPC**) sources (such as LinkedIn and Facebook) have been used by Search Party very successfully to generate an increasing stream of signups. Search Party will continue to use these tactics in 2016. Search Party understands how to scale this channel and has the ability to turn it up or down as needed. With increasing placements data, Search Party also has a strong understanding of high value, low volume roles, vs low value, high volume roles. In early to mid 2016 Search Party will prioritise optimising for those high value roles. Over the next few months, this means the employer cost of acquisition of customer may increase (whilst remaining scalable), but the lead quality will increase, thereby contributing positively to the bottom line.

With important infrastructure initiatives recently completed, Search Party will increase its investment in search engine optimisation. This is both in terms of optimising the website “shop front” as well as launching product initiatives that will have a strong contribution to organic leads

(e.g. making all blog and support content public). Both organic and paid efforts are supported by content marketing, which helps throughout the funnel, from awareness all the way through conversion. Search Party also employs several remarketing tactics such as automated lead nurturing to ensure that qualified visits never go to waste. Search Party will continue to experiment with traditional tactics such as targeted trade show sponsorships and cold calling. Both have yielded positive results in the past and while these traditional tactics are not as scalable as digital efforts, they continue to be part of Search Party's short term initiatives.

2. Growing Search Party Recruiter base

Whilst Search Party's primary acquisition of recruiters has been driven by word-of-mouth, Search Party has engaged in a variety of demand generation and brand awareness activities in the past 12 months. In existing markets, Search Party has targeted industry verticals and geographies that overlap with employers' demands. Acquisition activities in Search Party's current markets include:

- PPC combined with keyword specific landing pages to encourage recruiters to sign up or schedule a demo;
- Public Relations and speaking engagements which build Search Party's profile as a thought leader;
- Content marketing through blog and social channels targeted specifically at recruiters; and
- Retargeting on Google and social media to bring back unconverted visitors.

For new markets, Search Party has a tested acquisition strategy to support a launch in these new markets:

- Research and hand-pick small, quality, niche agencies with the aim of having 5 agencies in each of the verticals Search Party wants to launch in the new market (e.g. IT, Finance, Sales, Marketing).
- Engage each target with a customized welcome gift (such as Australian-themed gift baskets), inviting them to a conversation. The key message of the communication is "Produce higher margins for your recruitment business when you leverage your candidates and relationships with the Search Party recruitment Marketplace." Traditional sales effort will be implemented following the initial target engagement.

Search Party is also pursuing strategic partnerships to support launch in new markets, such as its recent partnership with HIRABL, a provider of recruitment software focused on supporting recruiters, in the US. Alliance with such a provider gives Search Party access to 120+ engaged recruitment businesses, and provides potential access for HIRABL to Search Party's recruiter customers.

3. Additional priorities to grow business

The following priorities can potentially position Search Party as a leader in modern recruitment and are the focus of the next six months.

Product development with focus on User Experience ("UX") and user conversion through the funnel

With primary users currently being SME's and recruiters, it's paramount that Search Party provides them with an easy to use interface that addresses their needs and removes the necessity for any human assistance. Accordingly, Search Party's first priority is to invest heavily in product improvements, customer enablement through sales and marketing, working towards, unassisted user journeys.

Job seeker activation

One of Search Party's biggest assets is its database of over 15 million CVs. Currently, it relies on recruiters to keep their data up to date, which, is time-consuming. Activation of

even a portion of those individuals, can ensure Search Party data remains fresh so that it can leverage its data science and machine learning capabilities to improve the quality of experience for all three parties involved (job seekers, recruiters and employers). This also has the potential to expose Search Party to a large number of partnership and integration opportunities.

Increase product stickiness with platform play and strategic partnerships

Strategic integrations and providing a platform for easy plugins will increase Search Party product stickiness and enable cross-sell opportunities. This will be done by integrating other providers' tools into our user interface as options for our customers to use. Typically this will involve a trailing commission or revenue share arrangement with partners, and will be dependent on similar integration and co-marketing by them to their customers. For employers, it can make Search Party their one stop shop for hiring. For recruiters, it means giving them access to the business tools they need so that Search Party can become their daily business tool. For job seekers, it means helping their personal brand as an employee, but in an environment that goes beyond current social network solutions.

Cultural fit matching

Search Party is already proficient at identifying candidates by skills or experience, and are working on the next step - matching companies and candidates on company culture. JobAdvisor data, where employees "rate" and provide feedback on organisations their work within, enables Search Party to understand what the culture of a business is like, and why makes people like/dislike it. Soon Search Party will be able to match individuals with companies not just based on their capability to do the job, but also on their likelihood of fitting in.

Expansion of JobAdvisor

JobAdvisor serves as an entry strategy into new markets as well as a lead generation platform in existing ones. Search Party intends to launch JobAdvisor in the UK in the first half of 2016. Search Party will do this by seeding JobAdvisor with company data, enabling rapid customer acquisition and engagement.

On completion of these priorities, Search Party's board intends to consider further international expansion, subject to meeting business objectives around growth and effectiveness in existing market, progress with strategic partnerships, and availability of appropriate capital.

Search Party has multiple avenues to growing its business involving;

- growth in customers employers, recruiters and their candidate CV's; and,
- improving efficiency in growing placements and revenue.

As an early stage business there are many risks to achieving this growth which are set out in detail in Section 9 of this document and can be summarised into the following broad categories:

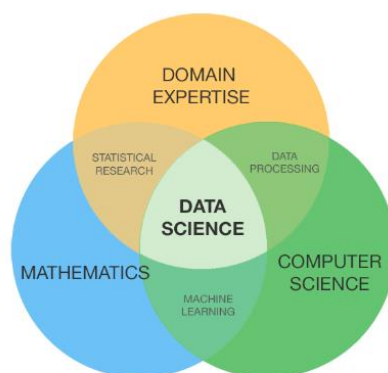
- technology
- customer uptake
- competition
- financial
- listed and investment market
- regulatory
- general business risk.

Prospective investors are encouraged to read in detail the risks section of this document and make sure they understand these risks and the possibility that they may slow or even prevent growth expected.

5.6.6 Data Science

Data science is a relatively new discipline within companies and has different meanings across companies and industries. At Search Party data science encompasses all aspects of using the data more efficiently, particularly making predictions from data.

From inception, Search Party has invested heavily in research and development and best of breed data science capabilities. A dedicated data science team has been in place since 2013 when Search Party first began dealing with deduplication (resolving multiple CVs from a single candidate) and anonymisation (providing tools to allow recruiters to determine how much information to display for their candidates). Search Party has received more than \$3.5m in R&D grants from Austrade to support these initiatives and will continue its investment in further R&D and continue its data science enhancement to maximise its competitive advantage and business success.



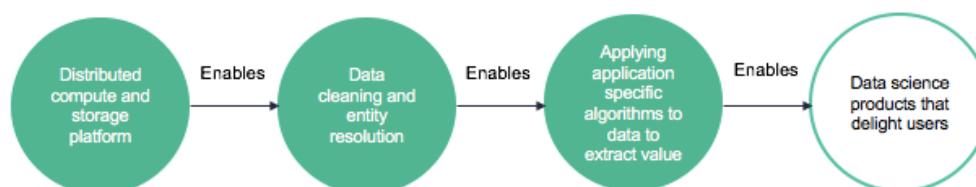
1. Data science approach at Search Party

Search Party approach to data science involves several layers from technology to data product:

- The base requirement is a platform that enables scalable computation and data storage. Production quality machine learning algorithms have different requirements to those in academia and the right platform is essential to achieve robustness and performance.
- The next requirement is to clean the various data sources – the approach differs depending on the type of data and includes deduplication of multiple CVs (as any candidate may have more than one CV on file from more than 1 recruiter), linking records between different data sets and entity resolution (the recognition that an employer name may be represented a number of different ways across different CVs) via natural language processing.
- Once the data is clean, application specific algorithms can be applied to extract business value. For example, applying an algorithm to millions of candidate employment to gain an understanding of likely career progressions.

The results from application specific algorithms are then used to power various data products on the platform that delight users. For example a tool that allows people to interactively explore career paths.

Data science approach at TSP



2. Data science applications

This section sets out some of the aspects of Search Party Marketplace where data science and machine learning is core. These areas form the basis for many of the technical barriers to entry for other innovators, and support Search Party scalability.

Candidate Deduplication

Search Party is able to deduplicate ~15 million CVs in roughly 24 hours using a custom multi-stage clustering algorithm written in Spark running on a Hadoop cluster (this is an open-source processing engine, running on a special type of computational cluster of servers designed specifically for analysing huge amounts of unstructured data). This algorithm avoids applying ~64 trillion comparisons by collecting likely matches into canopies and then performing more sophisticated correlation clustering on each canopy. This approach also allows Search Party to scale near-linearly by adding hardware to match data volume increases.

Career Paths

By aggregating millions of candidate work history records Search Party is able to form a graph that describes likely career progressions including common skills and education that are associated with the transition. Uses of this data include suggestions for alternative search titles to Marketplace users, a visual career path tool and also input signals into Search Party Marketplace search algorithm.

Expected Candidate Behaviour

For many common job titles Search Party computed the distribution of the length of time spent in each role. From this data it can estimate several things, including an indicator of how ready a candidate might be to move jobs. Another use is to identify stale candidate records that are outliers. These indicators are displayed to employers and recruiters to provide an insight into where a candidate sits compared to the population. They are also used as an input to Search Party Marketplace search.

Candidate Recommender

Current Marketplace search results are produced using Solr, an advanced open source search engine. Search Party has (in early beta) a custom built recommendation engine that allows results to be fine-tuned using machine learning ranking methods based on many signals including a training set of historical user interactions. The recommender gives Search Party the potential to learn better from data what candidate results have the most engagement and are most likely to produce a placement given a particular search context.

Salary Extraction from Vacancies Using NLP

Leveraging a dataset of public vacancy descriptions Search Party has trained a deep learning model using natural language processing techniques (**NLP**) that is able to reliably extract salary ranges from raw text. It has applied this model to millions of vacancies to produce salary distribution information for several thousand job titles.

Industry Mapping

Search Party has also trained another deep learning model using public vacancy descriptions to map arbitrary length job description text to a fixed set of industries with given probabilities. This model has been applied to Search Party candidate data to produce a mapping from job title to top 3 industries which is then displayed on the platform.

Company Name Entity Resolution

Using an unsupervised word embedding approach Search Party has a beta solution to resolving any user entered company text string to a known company. This makes providing immediately meaningful results to users easier, with much less specific input required from them. A similar approach can be used to resolve many other entities, for example universities, job titles and skills. This allows us to take a very simple input from a user and attach it to a much broader context (i.e. company, industry, job-family)

5.7 TSP's financial information

The historical consolidated statements of financial position of TSP are set out below and have been extracted from the audited consolidated statements of financial position as at the end of the financial years ended 30 June 2013, 30 June 2014, and 30 June 2015 together with the audited consolidated statements of financial position for the period from 1 July 2015 to 31 December 2015, being the last three years audited consolidated statements of financial position prior to the date of this Bidder's Statement.

	HY 31 Dec 2015	2015	2014	2013
	\$	\$	\$	\$
CURRENT ASSETS				
Cash and cash equivalents	1,013,338	72,139	36,579	30,487
Trade and other receivables	192,751	2,552,188	1,046,818	452,143
TOTAL CURRENT ASSETS	1,206,089	2,624,327	1,083,397	482,630
NON-CURRENT ASSETS				
Receivables	87,004	73,907	63,175	27,940
Property, plant and equipment	53,248	64,718	62,247	40,528
TOTAL NON-CURRENT ASSETS	140,252	138,625	125,422	68,468
TOTAL ASSETS	1,346,341	2,762,952	1,208,819	551,098
CURRENT LIABILITIES				
Trade and other payables	471,290	820,523	259,076	90,386
Provisions	127,253	97,336	101,994	53,341
TOTAL CURRENT LIABILITIES	598,543	917,859	361,070	143,727
NON-CURRENT LIABILITIES				
Convertible notes	-	-	2,644,426	-
TOTAL NON-CURRENT LIABILITIES	-	-	2,644,426	-
TOTAL LIABILITIES	598,543	917,859	3,005,496	143,727
NET (DEFICIENCY)/ASSETS	747,798	1,845,093	(1,796,677)	407,371
EQUITY				
Issued capital	14,487,959	12,033,568	2,757,933	2,087,798
Option reserve	760,003	654,177	189,414	104,463
Retained losses	(14,470,230)			
Foreign exchange translation reserve	(29,934)	(10,783,281)	(4,738,059)	(1,784,890)
		(59,371)	(5,965)	-
TOTAL EQUITY	747,798	1,845,093	(1,796,677)	407,371

The historical consolidated statements of comprehensive income of TSP are set out below and have been extracted from the audited consolidated statements of comprehensive income for the financial years ended 30 June 2013, 30 June 2014 and 30 June 2015, being the last three audited consolidated statements of financial performance prior to the date of this Bidder's Statement, together with the audited consolidated statements of financial position for the period from 1 July 2015 to 31 December 2015.

	HY 31 Dec 2015	2015	2014	2013
	\$	\$	\$	\$
Revenue				
Gross Marketplace volume	357,083	117,674	46,180	-
Cost of Marketplace sales	(280,103)	(92,904)	(39,885)	-
Net Marketplace revenue	76,980	24,770	6,325	-
CRM revenue	25,146	94,087	180,589	149,702
Interest revenue	2,228	34,050	18,668	8,196
R&D grant	21,690	1,208,021	1,010,866	402,555
TOTAL REVENUE	126,044	1,360,928	1,216,448	560,453
Expenses				
Employee benefits expense	(2,085,283)	(2,923,697)	(2,335,676)	(1,242,268)
Depreciation and amortisation expense	(11,410)	(20,410)	(13,973)	(4,242)
Share-based payment expense	(105,826)	(464,763)	(84,951)	(104,463)
Other expenses	(1,610,474)	(3,997,280)	(1,735,017)	(657,066)
Loss before income tax expense	(3,686,949)	(6,045,222)	(2,953,169)	(1,447,586)
Income tax expense	-	-	-	-
Loss for the year				
	(3,686,949)	(6,045,222)	(2,953,169)	(1,447,586)
Other comprehensive income	29,437	(53,406)	(5,965)	-
Total comprehensive loss attributable to members of the entity	(3,657,512)	(6,098,628)	(2,959,134)	(1,447,586)

5.8 TSP website

TSP maintains a website, www.thesearchparty.com, which contains further information about TSP and its operations.

5.9 Publicly available information about TSP

TSP is not a disclosing entity for the purposes of the Corporations Act and as such is not subject to regular reporting and disclosure obligations. TSP is required to lodge various documents with ASIC. Copies of documents lodged with ASIC by TSP may be obtained from, or inspected at, an ASIC office.

6. Merged Entity

6.1 Approach

This Section 6 provides an overview of ALA and its subsidiaries in the event of the acquisition by ALA of all, or a majority of the TSP Securities on issue (**Merged Entity**), in the various scenarios following the Offer and the effect of the Offer on ALA and TSP.

6.2 Disclaimer regarding TSP and the Merged Entity information

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

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

6.3 Profile of the Merged Entity

If the Offer is successful, and if ALA is successful in obtaining effective control of TSP, all of TSP's shareholders will be shareholders in the Merged Entity.

6.4 Effect of the completion of the Offer

ALA plans to continue with TSP's plans to develop and expand the use of its online employment Marketplace.

TSP and ALA existing shareholders will be exposed to the benefits of the Merged Entity and the upside inherent in TSP's global recruitment Marketplace.

6.5 Effect on the assets and operations of the Merged Entity

Subject to successful completion of the Takeover, it is the current intention to ALA's Directors to divest all remaining assets in ALA within the next 12 months.

Other than as referred to above and elsewhere in this Bidder's Statement, the acquisition of TSP is not expected to have a material effect on the existing assets and operations of ALA.

If ALA acquires all TSP Securities on issue the merger will consolidate TSP and ALA's assets (predominantly its cash assets) under a single entity listed on ASX, creating a stronger platform to promote the Merged Entity to investors and key stakeholders.

The Merged Entity will have a stronger financial position (based on the unaudited pro forma net cash position held at 31 December 2015 as set out in section 6.9 below) and the portfolio of ALA and TSP's intellectual property assets.

6.6 Effect of the Offer on ALA's capital structure if ALA acquires all TSP Securities

Ordinary Shares	Number
ALA Ordinary Shares on issue at date of this Notice	50,561,754
ALA Ordinary Shares to be issued under the Takeover Offer	289,528,894
ALA Ordinary Shares to be issued to the Facilitator	10,000,000
ALA Ordinary Shares to be issued under the Prospectus Offer ¹	37,049,969
Total ALA Ordinary Shares on issue at completion of the Takeover Offer	387,140,617

Options	Number
ALA Options currently on issue ²	35,619,920
ALA Options to be issued pursuant to the Placement Offer and the Advisor Offer ³	6,500,000
ALA Options to be issued to the Facilitators ⁴	30,000,000
Total ALA Options on issue at completion of the Offer	72,119,920

Notes:

1. Assumes the full subscription of \$3,704,996.90 is raised under the Prospectus Offer.
2. Existing ALA Options: 35,619,920 listed options (ALAO) each exercisable at \$0.25 on or before 21 May 2016.
3. These ALA Options (issued pursuant to the Placement Offer and the Advisor Offer) are listed options (ALAO) each exercisable at \$0.25 on or before 21 May 2016.
4. These ALA Options (issued to the Facilitator) are unlisted options each exercisable at \$0.15 on or before the date 2 years from completion of the Ordinary Share Offer.

6.7 Effect on the substantial shareholders

If the Offer is successful and ALA acquires all TSP Securities on issue the following are expected to be substantial shareholdings:

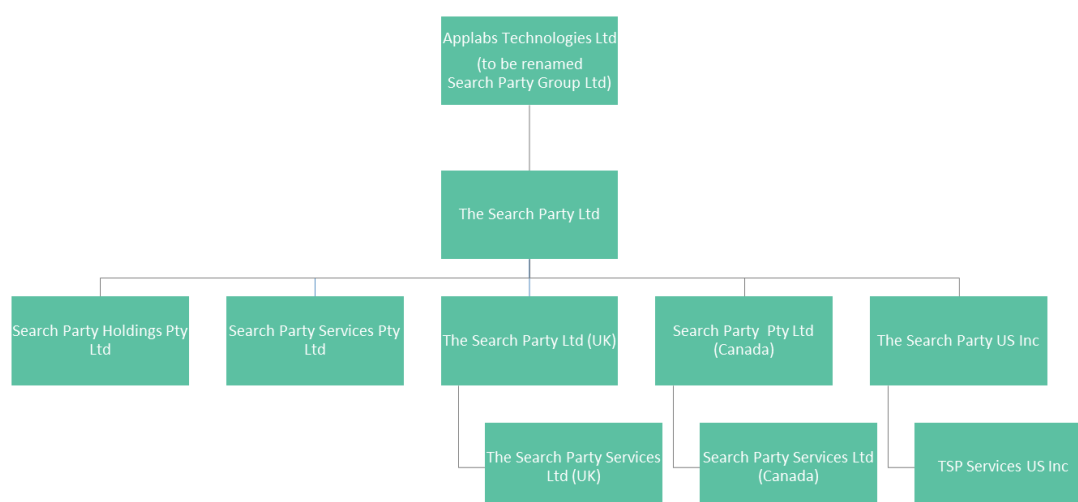
Substantial Shareholder	Number of ALA Ordinary Shares Held	Voting Power (%)
Aimli Pty Ltd	68,340,340	17.65%
TFLT Pty Ltd	47,075,097	12.16%
Benjamin Hutt	23,500,999	6.07%

Notes:

Assumes the full subscription of \$3,704,996.90 is raised under the Prospectus Offer.

6.8 Corporate structure of the Merged Entity

If the Offer is successful and ALA acquires all TSP Securities on issue, the corporate structure of the Merged Entity will be as shown in the diagram below.



Note:

In addition to the above diagram, current subsidiaries of ALA include Applabs Australia Pty Ltd and Applabs Technologies LLC (a company incorporated in the USA).

6.9 Financial Information of the Merged Entity

(a) Value of the purchase consideration

On 20 January 2016, ALA announced the execution of the Bid Implementation Agreement, setting out a proposal to acquire all of the outstanding fully paid ordinary shares in TSP by way of an off-market takeover offer. Under the Offer, accepting TSP shareholders will receive 198.1 ALA Ordinary Shares for every TSP Ordinary Share held.

The implied value of the offer is A\$34.67 per TSP Share based on ALA's closing share price on 19 January 2016 (being the last day ALA Shares traded on ASX prior to the Announcement Date) of A\$0.175. The value of the offer may change as a consequence of changes in the market price of ALA Ordinary Shares.

(b) Overview

This Section contains an unaudited pro forma consolidated statement of financial position that has been prepared in connection with the proposed acquisition of TSP by ALA. The unaudited pro forma consolidated statement of financial position has been prepared for illustrative purposes only and gives effect to the acquisition by ALA

pursuant to the assumptions described in the notes to the pro forma consolidated statement of financial position. The unaudited pro forma consolidated statement of financial position as at 31 December 2015 gives effect to the transaction by ALA as if it had occurred as of 31 December 2015.

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

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

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

- (i) the audited accounts of ALA as of 30 June 2015;
- (ii) the audit reviewed accounts of ALA as of 31 December 2015;
- (iii) the audited accounts of TSP as of 30 June 2015; and
- (iv) the audited accounts of TSP as of 31 December 2015.

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

The unaudited pro forma consolidated statement of financial position should be read in conjunction with the historical financial statements of both ALA and TSP.

The acquisition of TSP, if completed, will be accounted for as a business combination with TSP as the acquirer of ALA under reverse acquisition treatment.

	Applabs Reviewed 31-Dec-15	TSP Audited 31-Dec-15	Subsequent events	Pro forma adjustments	Unaudited Pro forma after Offers
	\$	\$	\$	\$	\$
CURRENT ASSETS					
Cash and cash equivalents*	2,299,045	1,013,338	4,286,940	3,081,811	10,681,134
Trade and other receivables	2,346	192,751	-	-	195,097
Loan Receivable	-	-	2,450,060	-	2,450,060
Other assets	64,170	-	-	-	64,170
TOTAL CURRENT ASSETS	2,365,561	1,206,089	6,737,000	3,081,811	13,390,461
NON CURRENT ASSETS					
Property, plant & equipment	21,958	53,248	-	-	75,206
Trade and other receivables	-	87,004	-	-	87,004
Intangible assets	6,666	-	-	-	6,666
Financial assets	882,751	-	-	(500,000)	382,751
TOTAL NON CURRENT ASSETS	911,375	140,252	-	(500,000)	551,627
TOTAL ASSETS	3,276,936	1,346,341	6,737,000	2,581,811	13,942,088
CURRENT LIABILITIES					
Trade and other payables	43,625	471,290	-	-	514,915
Provisions	32,897	127,253	-	-	160,150
TOTAL CURRENT LIABILITIES	76,522	598,543	-	-	675,065
TOTAL LIABILITIES	76,522	598,543	-	-	675,065
NET ASSETS	3,200,414	747,798	6,737,000	2,581,811	13,267,023
EQUITY					
Contributed equity	25,134,626	14,487,959	6,937,000	(16,891,425)	29,668,160
Reserves	(112,914)	730,069	-	1,163,637	1,780,792
Accumulated losses	(21,821,298)	(14,470,230)	(200,000)	18,309,599	(18,181,929)
TOTAL EQUITY	3,200,414	747,798	6,737,000	2,581,811	13,267,023

*The cash and cash equivalents balance above does not account for working capital spent during the period from 1 January 2016 until completion. From 1 January 2016 to 29 February 2016, ALA and TSP have spent approximately \$1.32 million on working capital of ALA and TSP and other expenses related to the Takeover Offer and Prospectus Offer. For the three months from 1 March 2016 to 31 May 2016, being the expected completion of the Takeover and Prospectus Offer, the estimated working capital requirement for ALA and TSP combined is estimated to be approximately \$950,000 per month.

Notes:

Subsequent Events

The above reflects the following significant events that have occurred subsequent to the period ended 31 December 2015:

- Applabs issued 2,000,000 Shares to corporate advisors in connection with corporate advisory services previously provided to the Company. These have been valued at \$0.10 each for a total value of \$200,000;

- Applabs issued 4,500,000 Shares at an issue price of \$0.10 each to raise a total of \$450,000 for general working capital purposes;
- TSP completed a rights issue that closed on 16 December 2015. Subsequent to the close of the rights issue, the shortfall amount was available to be issued to third parties. The shares on issue as at 31 December 2015 included the shares issued under the rights issue and shares issued to third parties for which all application funds had been received. Further amounts totalling \$331,937 were received post 31 December 2015 and the shares relating to these funds have subsequently been issued;
- On completion of the transaction, 206,234 TSP staff Employee Stock Ownership Plan ('ESOP') options will convert into TSP shares. The TSP ESOP options have an exercise price of \$11.88, which equates to a total share issue of \$2,450,060. The conversion will be funded by a loan from TSP; and
- TSP has completed a capital raising in which it has issued a placement of 176,931 Shares in TSP at an issue price of \$19.81 each to raise a total of \$3,505,003.

Assumptions Adopted in Compiling the Pro-forma Statement of Financial Position

The above has been prepared based on the financial statements as at 31 December 2015, the subsequent events set out above, and the following transactions and events relating to the issue of ALA Shares under the Prospectus Offer:

- The Company will change its name from Applabs Technologies Limited to Search Party Group Limited;
- The issue of 37,049,969 Shares at an issue price of \$0.10 each, to raise a total of \$3,704,997 before costs, under the Prospectus Offer;
- Costs of the Prospectus Offer are estimated to be \$420,000, which are to be offset against contributed equity;
- The issue of 294,528,939 Shares to the Shareholders of TSP in consideration for the acquisition of all of the issued capital of TSP by way of the Takeover Offer. Under the Takeover Offer, TSP shareholders will receive 198.1 Applabs Shares for every TSP share held;
- Costs of the Takeover Offer are estimated to be \$261,320, which are to be expensed through accumulated losses;
- The issue of 2,000,000 Adviser Options, exercisable at \$0.25 and expiring on or before 21 May 2016, under the Advisor Offer;
- The issue of 4,500,000 Placement Options, exercisable at \$0.25 and expiring on or before 21 May 2016, under the Placement Offer; and
- The issue of 10,000,000 Shares and 30,000,000 Unlisted Options, exercisable at \$0.15 and expiring 2 years after their date of issue, under the Facilitator Offer.

6.10 Outlook for the Merged Entity

This Bidder's Statement does not include any financial forecasts or projections for revenue or profit in relation to ALA, TSP or the Merged Entity, because there are significant uncertainties associated with forecasting future revenues and expenses of ALA, TSP and the Merged Entity. In light of these matters ALA's performance in any future period cannot be reliably estimated. On this basis and after considering ASIC Regulatory Guide 170, the Directors believe that reliable financial forecasts for the Merged Entity cannot be prepared and accordingly have not included financial forecasts in this Bidder's Statement.

7. Intentions of ALA

7.1 Disclosure regarding forward-looking statements

This Bidder's Statement includes forward-looking statements that have been based on ALA's current expectations and predictions about future events including ALA's intentions (which include those set out in this Section 7). These forward-looking statements are, however, subject to inherent risks, uncertainties and assumptions that could cause actual results, performance or achievements of ALA, TSP and the Merged Entity to differ materially from the expectations and predictions, expressed or implied, in such forward-looking statements. These factors include, among other things, those risks identified in this Bidder's Statement.

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

7.2 ALA's intentions regarding TSP

(a) Overview

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

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

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

(b) Approach

Sections 7.2, 7.3, 7.4 and 7.5 set out the intentions of ALA on the basis of facts and information concerning TSP which are known to ALA at the time of preparation of this Bidder's Statement. However, ALA will only reach final decisions in light of material facts and circumstances at the relevant time. Accordingly, the statements set out in Sections 7.2, 7.3, 7.4 and 7.5 are statements of current intentions only which may vary as new information becomes available or circumstances change.

7.3 Intentions upon acquisition of 90% or more of TSP

This Section 7.3 describes ALA's intentions if ALA acquires a Relevant Interest in 90% or more of TSP Shares under the Offer, and so becomes entitled to proceed to compulsory acquisition of outstanding TSP Shares in accordance with Part 6A.1 of the Corporations Act.

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

(a) Development of TSP's global online employment Marketplace

ALA intends to use funds of the Merged Entity (see Section 6.9) to grow and develop TSP's business (refer to Section 5.6.5 - Growth and Customer Acquisition Strategies) and for general working capital. Subject to completion of the Prospectus Offer, and based on a number of developmental growth scenarios considered by the board of TSP, together with related assumptions regarding grants and revenue (across high, medium and low scenarios), ALA believes it will have sufficient working capital to carry out these objectives.

(b) Composition of the Board

In the event that the Offer is successful, ALA will review the TSP Board. At that time, ALA may take steps to reconstitute the TSP Board to mirror the reconstituted ALA Board (see below).

The proposed ALA Board structure of the Merged Entity is as follows:

Trevor Loewensohn (B Comm, CA, FSIA) – Non-Executive Chairman

Trevor is the Founder and Managing Director of Alceon Group Pty Limited (**Alceon**), a specialist advisory, investment and capital solutions partnership with offices in Sydney, Melbourne, Brisbane and Perth. Trevor has over 30 years of investment banking experience, mostly for leading global investment banks including Vice Chairman at UBS, after moving from Head of Investment Banking and Joint CEO at JP Morgan. He has advised many leading global and Australian companies on mergers and acquisitions, disposals, capital raisings and corporate and financial strategy.

Prior to founding Alceon, Trevor was the Global Head of Capital Markets at Babcock & Brown, where he established a global capital raising and advisory capability. Following the impact of the Global Financial Crisis, he led Babcock & Brown's asset sale programme, successfully completing the sale of more than 20 major funds, companies and assets.

Trevor is a Director of numerous companies and investment entities within the Alceon Group.

Former listed entity directorships in the last 3 years were: RHG Limited from 28 October 2011 until when it was taken over in January 2014 and Crowe Horwath Limited from 18 June 2013 until when it was taken over in December 2014

Ben Hutt (MBA, BSc Hons Psyc) – CEO and Managing Director

Ben Hutt has over 15 years experience in management consulting with top-tier firms such as PwC Consulting. Prior to Search Party, Ben worked in a range of roles in his five years at Macquarie Group, the last two of which were spent building an international team focused on delivering improved cost efficiency across the group. Ben is a perennial business problem solver, a serial entrepreneur and an expert in managing and executing complex projects that improve productivity.

Ben was involved with Search Party nearly from the start and formally joined as Chief Financial & Operations Officer in June 2012. He was responsible for early business development and fundraising efforts. He was also instrumental in the company's inception of the Marketplace concept as well as Search Party's expansion overseas. He became the CEO and Managing Director of The Search Party Ltd and all its subsidiaries in July 2014. Ben raised over \$14.7M in investments throughout his tenure at Search Party.

Ben is a father of three, an accomplished pianist, an ambassador for Opportunity International and an avid supporter of The Hunger Project. He's a surf lifesaver and a marathon swimmer, having swum the English Channel solo in 2014.

Paul Bird (B.Ec, LLB, Dip.L.Prac) – Non-Executive Director

Paul holds Bachelors degrees in Economics and Law from the University of Sydney. Paul is a co-founder of The Search Party and is also the founder and current CEO of EP2 Payments and a co-founder and director of Homestar Finance. Prior to choosing the path of an entrepreneur, he worked in senior strategic roles at PBL Media and Diageo.

Paul is a father of four young children and therefore doesn't have time for many other interests anymore, however when he was younger he was a keen sailor having competed in the Sydney to Hobart in 1992.

Charles Thomas (BCom) – Non-Executive Director

Mr Thomas holds a Bachelor of Commerce from UWA majoring in Corporate Finance. Mr Thomas is an Executive Director of GTT Ventures Pty Ltd a boutique corporate advisory firm based in Australia. Mr Thomas is also Chairman of ASX listed Sovereign Gold Company Limited (ASX:SOC) and Non-Executive Director of ASX listed xTV Networks Ltd (ASX:XTV).

Mr Thomas worked as an Investment Adviser from 2009-2014 for Bell Potter Securities Ltd focussing on High Net worth clients & Corporate Advisory. Prior to this Mr Thomas worked for State One Stockbroking for a period of 3 years, advising and funding numerous ASX listed companies.

(c) Corporate Matters

ALA intends to:

- (i) proceed with the compulsory acquisition of any TSP Shares not acquired under the Offer in accordance with Part 6A.1 of the Corporations Act; and
- (ii) amend the constitution of TSP to reflect its status as a wholly owned subsidiary of ALA.

(d) Corporate Office and Employees

ALA intends to continue to conduct the TSP business in the ordinary course. ALA will, however, consider centralising the office to the Sydney location, whilst keeping a smaller office in Perth, WA.

Subject to completion of the Offer, and ALA's successful readmission to the official list of ASX:

- (i) Ben Hutt (Chief Executive Officer and Managing Director)

Ben Hutt will receive an annual salary of \$253,440, and be entitled to be reimbursed for all reasonable expenses incurred in the performance of his duties. Subject to ALA obtaining any necessary shareholder and regulatory approvals he will be entitled to receive performance rights that ALA may issue in the future to its executive and non-executive staff (on terms required by the ALA). Termination (without cause) under the agreement will be by way of three months' notice by either party, and the agreement will contain customary provisions regarding confidentiality, and ALA ownership of intellectual property. The terms of Mr Hutt's executive service agreement otherwise contain terms which are standard for an agreement of this nature.

(ii) **Non-Executive Service Agreements**

Mr Trevor Loewensohn (Non-Executive Chairman) and Mr Paul Bird (Non-Executive Director) will enter into non-executive service agreements with the Company. They will receive an annual salary of \$20,000 and \$40,000 respectively, and be entitled to receive performance rights that ALA may issue in the future to its executive and non-executive staff (on terms required by the ALA). Termination under their agreements will be by way of three months' notice by either party, and the agreement will contain customary provisions regarding confidentiality, and Company ownership of intellectual property. The terms of the non-executive service agreements otherwise contain terms which are standard for agreements of this nature.

(iii) **Additionally, Simone Lander will be appointed as joint Company Secretary.**

Other than set out in this document, ALA does not currently intend to terminate or alter any employment arrangements with the existing TSP personnel.

7.4 Intentions upon gaining control but less than 90% of TSP

This Section 7.4 describes ALA's intentions if TSP becomes a controlled entity of ALA, but ALA is not entitled to proceed to compulsory acquisition in accordance with Part 6A.1 of the Corporations Act.

The Offer is conditional upon ALA acquiring a Relevant Interest in at least 90% of the TSP Shares on issue. If ALA waives that condition, it may, as a result of its Offer, acquire less than 90% of TSP. Under the Bid Implementation Agreement ALA has agreed that it will only waive that condition (amongst others) with the prior written consent of TSP (such consent not to be unreasonably withheld or delayed).

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

On completion of the Offer, ALA may hold a sufficient number of TSP Shares to exercise control over the management and operations of TSP, but may not be entitled to compulsorily acquire all outstanding TSP Shares. ALA's intentions in those circumstances are as follows:

(a) **General**

ALA will implement the intentions described in Section 7.3 above to the extent possible and economically feasible and subject to the requirements of the Corporations Act and any other applicable laws or regulations. These intentions specifically include those in respect of strategic review, corporate matters, corporate office and employees and general business integration.

ALA intends to, to the extent possible, implement the intentions detailed in in Section 7.3 of this Bidder's Statement where they are consistent with TSP being a controlled entity of (but not wholly owned by) ALA and are considered to be in the best interests of TSP Shareholders as a whole, including the rights of minority shareholders.

(b) **TSP's Technology Development Expenditure**

ALA intends, to the extent possible, to implement the current budgeted expenditure program in relation to the growth, research and development activities.

(c) **Composition of the Board**

In the event that ALA gains control of TSP, ALA will review the TSP's Board. At that time, ALA may take steps to reconstitute the TSP Board to mirror the reconstituted ALA Board (see below).

Through the TSP Board, ALA intends to, to the extent possible, implement the intentions detailed in Section 7.3 and this Section where they are consistent with TSP being a controlled entity of (but not wholly owned by) ALA and are considered to be in the best interests of TSP Shareholders as a whole, including the rights of minority shareholders.

(d) Elimination of Duplication

To the extent that activities and functions, including management, presently carried out by ALA and TSP will be duplicated, such duplication will be eliminated where it is economically efficient to do so.

(e) Remaining TSP Shareholders

If ALA acquires less than 90% of the TSP Shares on issue, the TSP shareholders' deed will come to an end, then TSP Shareholders should be aware that if they do not accept the Offer they may become a "locked-in" minority after the end of the offer period for the Offer (i.e. if ALA holds a majority of TSP Shares but is not entitled to compulsorily acquire the remaining TSP Shares).

It is possible that, even if ALA is not entitled to proceed to compulsory acquisition of minority holdings after the end of the Offer Period under Part 6A.1 of the Corporations Act, it may subsequently become entitled to exercise rights of general compulsory acquisition under Part 6D.2 of the Corporations Act (for example, as a result of acquisitions of TSP Shares in reliance on the '3% creep' exception in item 9 of Section 611 of the Corporations Act). If so, it intends to exercise those rights.

(f) Dividends and Funding

TSP does not currently pay dividends. The payment of dividends by TSP is at the discretion of the TSP's Board, the majority of which will comprise ALA's nominees. ALA anticipates that it will retain TSP's policy of not paying dividends due to significant expenditure to be incurred in the development and growth of TSP's business. However, any future determination of ALA (through its nominees on the board of TSP) as to the payment of dividends by TSP will be at the discretion of ALA and will depend on the availability of distributable earning and operating results (and the financial condition of TSP), together with any future capital requirements, general business matters and other factors considered relevant by ALA. Accordingly, no assurance in relation to the payment of TSP dividends can be given by ALA.

(g) Limitations in Giving Effect to Intentions

There may be limitations to ALA's intentions as outlined in this Section 7.4 due to the legal obligations of TSP's directors to have regard to the best interests of TSP and its shareholders, including the rights of minority shareholders, and the requirements of the Corporations Act and other applicable laws, and ASX Listing Rules relating to transactions between related parties. ALA may require legal and financial advice before deciding what action to take in connection with the intentions outlined in this Section 7.4.

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

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

- (iii) the level of control that ALA will eventually be able to exert over the operations and strategy of TSP.

7.5 Intentions if ALA does not acquire effective control of TSP

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

This Section sets out ALA's intentions if it were to declare the Offer free of the Conditions and the Offer closes and ALA does not gain effective control of TSP. In that circumstance:

- (a) ALA does not expect to be in a position to give effect to the intentions set out in Sections 7.3 or 7.4 of this Bidder's Statement; and
- (b) ALA would have regard to the circumstances at the time and consider the appropriate courses of action that are in the best interests of ALA Shareholders. Such courses of action might include, but not be limited to, disposing of its shareholding in TSP, acquiring further TSP Shares as permitted by law, seeking representation on the TSP Board and exercising its voting rights as a major shareholder as it deems fit.

8. Australian Tax Considerations

8.1 Introduction

The following summary is a general description of the Australian income tax and CGT consequences for TSP Shareholders who accept the Offer and dispose of their TSP Shares to ALA in accordance with the Offer.

The summary is based on taxation law and practice in effect at the date of the Offer. It is not intended to be an authoritative or comprehensive analysis of the taxation laws of Australia, nor does it consider any specific facts or circumstances that may apply to particular shareholders. Further, it does not deal with the taxation consequences of disposing of TSP Shares or other securities which may have been issued under an employee share scheme, which may be subject to specific tax provisions.

The Australian tax consequences for TSP Shareholders of disposing of their TSP Shares will depend on a number of factors including:

- (a) whether they are an Australian resident or non-resident for tax purposes;
- (b) whether they hold their TSP Shares on capital, revenue account or as trading stock;
- (c) when they acquired their TSP Shares;
- (d) whether they are an individual, a company or a trustee of a complying superannuation entity; and
- (e) whether scrip for scrip rollover relief is available – see Section 8.2(b) below.

Given the complexity of the taxation legislation, TSP Shareholders should seek independent taxation advice regarding the tax consequences of disposing of TSP Shares given the particular circumstances which apply to them.

8.2 Taxation consequences for TSP Shareholders

(a) Shareholders holding TSP Shares as trading stock

TSP Shareholders who hold their TSP Shares as trading stock (e.g., as a share trader) will be required to include the value of the consideration and resultant gain or loss from the disposal of their TSP Shares in their assessable income.

(b) Shareholders holding TSP Shares on Revenue Account

The Australian tax consequences for TSP Shareholders who hold their TSP Shares on revenue account and who accept the Offer are not eligible to access scrip for scrip rollover relief and will include the amount received (the market value of the Offer Consideration) over the cost of acquisition of the TSP Shares as ordinary assessable income. Where the market value of the Offer Consideration is less than the cost of TSP Shares any resultant loss may be claimed as a tax deduction.

(c) Non-resident shareholders holding TSP Shares as trading stock or on revenue account

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

(d) **Non-resident TSP Shareholders holding TSP Shares on Capital Account**

The Australian tax treatment will depend on whether the shares are taxable Australian property (**TAP**). Where the shares are TAP, any gain derived on the sale of the shares may be subject to capital gains tax. Whether the non-resident individual shareholder will be able to access the CGT discount (to reduce any part of the taxable gain) will depend on:

- (i) the type of shareholder they are;
- (ii) how long they have held the shares for; and
- (iii) when the shares were acquired. Non-resident shareholders are unable to apply the CGT discount to reduce capital gains derived after 8 May 2012. However, the CGT discount may still apply to the portion of the capital gain accrued up to 8 May 2012 using the 'default' approach or 'market value' approach.

Where the shares are not TAP, it is unlikely that any capital gain will be subject to tax in Australia. As these rules are complex in their application, we recommend non-resident shareholders seek independent advice in order to determine if any gain would be taxable to them in Australia.

(e) **Australian resident TSP Shareholders holding TSP Shares on Capital Account**

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

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

8.3 Acceptance of the Offer where rollover relief is available and is elected

Australian-resident TSP Shareholders may be entitled to 'scrip for scrip' CGT rollover relief in respect of the consideration referable to ALA Shares where the exchange of the shares would otherwise realise an assessable capital gain. Broadly speaking, rollover relief is available to shareholders who exchange shares in one company for shares in another company where the transaction is made pursuant to a takeover bid and provided certain qualifying conditions are satisfied. It should be noted, consideration received which is in a form other than ALA shares is not eligible for scrip for scrip rollover relief.

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

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

The effect of the rollover relief is that the TSP Shareholder's total capital gain from the disposal of TSP Shares will be deferred until the ALA Shares, received under the exchange, are subsequently disposed.

The CGT cost base of the new ALA Shares acquired in the exchange is determined by reasonably attributing to each ALA Share a portion of the CGT cost base of the TSP Shares for which a rollover was obtained.

For example, the CGT cost base for one TSP Share will be apportioned to the ALA Shares received for each TSP Share.

The TSP Shareholders will be deemed to have acquired their ALA Shares at the time they originally acquired their TSP Shares (for the purpose of determining any entitlement to a discount on an otherwise assessable capital gain in relation to a subsequent dealing in their new ALA Shares).

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

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

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

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

8.4 Acceptance of the Offer where rollover relief is not available or is not elected

Acceptance of an Offer is likely to involve a disposal by a TSP Shareholder of their TSP Shares for CGT purposes.

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

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

- (a) together with their Associates, they directly or indirectly own at least 10% or more (by value) of the shares in TSP:
 - (i) at the time of the sale; or
 - (ii) throughout a 12 month period beginning no earlier than 24 months before the time of the sale and ending no later than the time of the sale; and
- (b) if more than 50% of the value of TSP's assets is attributable to Australian real property, subject to the terms of any applicable double tax agreement. It is imperative that non-residents independently confirm their Australian tax position.

The capital proceeds that a TSP Shareholder will be taken to have received in respect of the disposal of their TSP Shares will generally be the market value of ALA Shares on the date of implementation of the Offer.

The cost base of TSP Shares will generally be the cost at which they were acquired including any incidental costs associated with acquisition, holding and disposal.

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

Where the amount of capital proceeds received by a TSP Shareholder in respect of the disposal of their TSP Shares is less than the reduced cost base of those TSP Shares, then the TSP Shareholder should realise a capital loss for Australian CGT purposes.

Where it is expected that a capital gain will result, if a TSP Shareholder does not elect for rollover relief, or that relief is not available, then partial tax relief may be available in the form of the CGT discount.

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

For individuals, this reduced gain should be assessed at the shareholder's marginal tax rate. Trustees should seek specific advice regarding the tax consequences of distributions attributable to discounted capital gains.

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

8.5 TSP Shareholders who are companies will not be entitled to the CGT Discount

Companies are not entitled to the CGT discount. The capital gain or capital loss will be calculated with reference to the capital proceeds less the cost base or reduced cost base of the shares. Where a company realises a capital gain, it may be eligible to reduce that gain with capital losses from previous income years. We recommend that companies seek advice from their professional tax adviser in relation to the availability and deductibility of capital losses.

8.6 GST

GST should not apply to the disposal of TSP Shares under the Offer, the issue of ALA Shares under the Offer, or any subsequent disposal of ALA Shares.

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

9. Risk Factors

9.1 Overview

If the Offer becomes Unconditional, TSP Shareholders who accept the Offer will become ALA Shareholders. In those circumstances, TSP Shareholders will:

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

These risks are explained below. TSP Shareholders should read the Bidder's Statement carefully and consult their professional advisers before deciding whether to accept the Offer. By accepting the Offer, TSP Shareholders will be investing in ALA.

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

Accordingly, an investment in ALA carries no guarantee with respect to the payment of dividends, return of capital or price at which shares will trade and should be considered speculative. The principal risk factors include, but are not limited to, the following.

9.2 Risks relating to the Offer

(a) Issue of ALA Shares as consideration

TSP Shareholders are being offered specific quantities of ALA Shares as consideration under the Offer. As a result, the value of the consideration will fluctuate depending upon the market value of ALA Shares at any given time. Accordingly, the market value of the ALA Shares at the time you receive them may vary significantly from their market value on the date of your acceptance of the Offer.

(b) Rollover Relief

If ALA does not acquire a Relevant Interest in at least 80% of TSP Shares, scrip-for-scrip CGT rollover relief will not be available to TSP Shareholders.

(c) Sale of ALA Ordinary Shares

Under the Offer, ALA will issue a significant number of new ALA Ordinary Shares. Some holders of TSP Shares may not intend to continue to hold their ALA Ordinary Shares and may wish to sell them (subject to any applicable escrow period). There is a risk that this may adversely impact on the price of and demand for ALA Ordinary Shares.

(d) Acquisition of Less than 90% of TSP Shares

It is possible that ALA could acquire a Relevant Interest of less than 90% of TSP Shares on issue under the Offer. The existence of a minority interest in TSP may have an impact on the operations of the Merged Entity, although this impact will depend upon the ultimate level of TSP ownership acquired by ALA.

(e) Merger Integration

If ALA acquires a substantial interest in TSP pursuant to the Offer, integrating ALA and TSP may create some risks, including the integration of management, information

systems and work practices. Furthermore, there is no guarantee that any synergy benefits or costs savings will be achieved on time or at all.

(f) Forward Looking Information

Certain information in this Bidder's Statement constitutes forward looking information that is subject to risks and uncertainties and a number of assumptions, which may cause the actual expenditure of the Merged Entity to be different from the expectations expressed or implied in this Bidder's Statement

(g) TSP Information

In preparing the information relating to TSP contained in this Bidder's Statement, ALA has relied on publicly available information relating to TSP and information provided by TSP management. Risks may exist in relation to TSP (which will affect the Merged Entity) of which ALA is unaware. If any material risks are known to the directors of TSP, they must be disclosed in the target's statement to be issued by TSP.

9.3 Risks Relating to the Merged Entity

(a) This Section 9.3 sets out risks that are specific to ALA and TSP as the Merged Entity. This Section 9.3 also sets out general and industry risks relating to ALA and TSP as the Merged Entity.

(b) Specific risks relating to ALA

(i) Historical business of ALA

ALA was incorporated as an agricultural investment business in October 2009 (known as AACL Holdings Limited at that time) and was admitted to the official list of the ASX in April 2010.

In October 2012, the Company sold its main operating business to Glencore and completed a backdoor listing in December 2013, acquiring Applabs Australia Pty Ltd and relisting as Applabs Technologies Limited. Since relisting, the Company has been operating as an app developer and technology financier, through the production of apps for customers, as well as the ability to fund, develop and market other technologies.

Immediately before the acquisition of Search Party, ALA's only main assets were its Investments in Investees (see section below). The Directors are not aware of any risks associated with its historical businesses that may impact the financial performance of the business moving forward. The Directors are not aware of any current or pending legal actions relating to these operations and no environmental or staff liabilities or risks identified resulting from earlier operations. This however, does not mean that there will never be any such actions.

(ii) Investments in investees

ALA holds existing equity investments of approximately \$882,751 (as set out in section 3.4).

No formal timetable for sale of these equity assets has been identified, however subject to successful completion of the Takeover, it is the current intention to ALA's Directors to divest all remaining assets in ALA within the next 12 months.

These shares may not realise current market values or the values they are recorded at in ALA accounts. Directors have not counted on these cash flows to support the business' working capital requirements given

the uncertainty attached to the value of technology stocks. To the extent that these assets are realised at greater than \$nil then this will further bolster the business' cash position.

(iii) Litigation

The risk of litigation is a general risk of ALA's previous and Search Party's previous and future business.

So far as the directors of ALA are aware, however, there is no current, pending or threatened litigation, arbitration proceeding, administrative appeal, or criminal or governmental prosecution in which ALA or its subsidiaries are directly or indirectly concerned which is likely to have a material adverse effect on the business or financial position of ALA.

(c) **Specific risks relating to TSP**

(i) Speculative nature of investment

The early stage nature of Search Party, the high pace of change, and innovation within the recruitment technology market, and uncertainty regarding customer take up and the infrastructure required for and cost of origination mean that the Takeover Shares are of a speculative nature. TSP Shareholders should obtain their own independent financial advice prior to accepting the Offer.

Search Party is a business in start up phase and an investment in the Company is speculative in nature. The capital contributed and the returns are not guaranteed by ALA, the ALA Directors, its officers or any other person. The speculative nature of the investment poses a risk and the capital may not be returned.

(ii) Entry of other participants

Recruitment is a substantial industry where less than 3% of revenue globally is transacted online. There is a lot of innovation occurring in this space as a consequence, and many new online recruitment business models evolving.

New entrants may wish to compete directly by copying Search Party's model or derive a model which competes with Search Party. These organisations may compete with the Company for market share and could adversely affect the market share or profitability of the Company through aggressive price competition or other means.

(iii) Market shifts

The core tenet of Search Party's market positioning is around the value that recruiters bring to the process of hiring talent (refer to section 5.6.2(1)). Faster, easier hiring, at a lower cost should make employers more likely to use the Search Party platform and hence grow the market-share of recruiters when compared to their existing business model.

Should market force/competing service offers shift such that the use of recruiters declines then this will impact the business and revenue of Search Party.

(iv) Customer take up

Search Party's success will depend, in part, on its ability to commercialise and expand its business' customer base of employers, recruiters and jobseekers. Failure to do so may impact the financial performance and

overall success of the business. There is a risk that the participation by customers in the Search Party offering may be insufficient for the commercial viability of Search Party immediately, and in the long term.

(v) Growth Management

The success of Search Party will be dependent upon its ability to manage and execute successfully on the Search Party growth strategy. To manage this growth effectively, Search Party will need to maintain efficient control and supervision of its operations and financial systems and to continue to expand, train and manage its employees on a rapid basis. As with many small and growing businesses, there is a risk that Search Party may not be able to execute on some or all of this growth strategy. Failure by the Company to properly and adequately implement strategies and manage growth may affect the Company's financial performance.

(vi) Ability to attract and retain skilled personnel

The responsibility of overseeing the day-to-day operations and the strategic management of Search Party depends substantially on its senior management and key personnel. The future success of the Company will, in part, depend on the Search Party's current staff, as well as the ability to hire and train new staff. There can be no assurance given that there will be no detrimental impact on Search Party if one or more of these key personnel cease their employment or engagement with Search Party, or new staff are unable to be hired and trained. Failure to achieve this may have an adverse effect on the Company's operations and profitability.

(vii) Recruiters, Employers and Job Seekers withdraw data

There is a risk that recruiters, employers and job seekers who upload information to the Search Party Marketplace withdraw this information (for whatever reason). In this event, lack of sufficient data may adversely affect Search Party's operations and ultimately its financial performance.

(viii) Funding

The Company's requirements for capital depend on numerous events. Depending on the Company's ability to generate significant income from Search Party's operations, the Company may require further financing in the future. Additionally, the ability for Search Party to further expand its business may be dependent upon its ability to raise additional funds. There is no guarantee that any equity or debt funding or R&D funding will be available to the Company or if available, will be available on acceptable terms.

Any additional funding by way of equity will dilute shareholdings. Debt financing (if available) may involve restrictions on financing and operating activities of the Company. Accordingly, if the Company requires funding and is unable to obtain such funding, it may be required to reduce the scope of its operations and scale back Search Party development as the case may be.

(ix) Exchange rate movements

Search Party operates in a variety of jurisdictions. Accordingly, Search Party performance may be adversely affected by movements in the foreign exchange rates outside of the control of the business. Cash will be held in the currencies of the expected spend and hence there should be

little impact of FX market variability in the short term (ie while expenses are in excess of revenues).

Beyond the short term there will be a natural hedge of local currency expenses and revenues in each jurisdiction and when revenues exceed expenses in each jurisdiction the Board will agree suitable hedging strategies appropriate to the market, operational scope and products available at the time.

(x) Brand Establishment, reputation, and maintenance

The success of Search Party is somewhat dependent upon maintaining a positive reputation with its current employer, recruiter and candidate users, as well as establishing Search Party's brand with new users. This will depend largely on Search Party's ability to establish relationships with new users and maintain relationships with existing users, together with the ability to continue to provide an innovative and user-friendly Marketplace and other products. Unforeseen issues or events that may place the reputation of Search Party at risk may impact operations, future earnings and growth prospects or its ability to raise capital.

(xi) Regulatory framework

Although Search Party has strategies and protocols in place to protect users' information (including the Marketplace being governed by Search Party's Terms and Conditions), in the event these protocols fail, are not maintained, or do not adequately cover the statutory requirements for each jurisdiction, the Company will be exposed to a number of risks. Such risks may include adverse publicity, loss of reputation, litigation, regulatory enquiries, and may also include the restricted use of Search Party's Marketplace. Crystallisation of any of these risks may adversely affect the Company's operations and financial performance.

(xii) Limited trading history

The Search Party platform was released in beta in October of 2014 and relaunched in July 2015. While the business has seen strong growth over the last six months the business is still in an early phase and like all marketplaces, its success is based on a high volume of transactions being concluded. Accordingly, evaluation of Search Party's business or prospects cannot be forecast and based on its limited operating history, there is a risk that Search Party may not reach commercial viability.

(xiii) Insurance cover

The Company will, where possible and economically practicable, endeavour to mitigate some risks by procuring relevant insurance cover. However, such insurance cover may not always be available or economically justifiable and the policy provisions and exclusions may render a particular claim or the quantum of a claim by the Company outside the scope of the insurance cover.

Accordingly, the Company may not be fully insured against all losses and liabilities that could unintentionally arise from its operations. If the Company incurs uninsured losses or liabilities, the value of the Company's assets may be at risk.

(d) **TSP Technology risks**

(i) Online security

As with all e-commerce businesses, TSP is heavily reliant on the security of its websites and associated payment systems to ensure that customers are confident in transacting online. These risks are addressed and mitigated by Search Party's internal usage policies, staff education and a strict need to access only policy for all layers of security. Search Party offices are secured with 2 step authentication and state of the art security apparatus and Search Party platform is hosted with one of the world's leading experts in secure infrastructure, Rackspace.

The risks addressed by security practices are detailed below:

Security Breach – Platform Infrastructure

All precautions are taken in partnership with service providers to ensure the security of systems and data contained within. Were these systems breached and access gained to key elements, there is a risk of malicious damage to systems and user data on the platform.

Access to sensitive data

Access to sensitive data such as account balances and candidate databases is provided to internal staff and staff of Search Party clients where necessary or for support purposes. If any of these user accounts was compromised, there is a risk that sensitive data relating to candidate performance and personal information could be accessed.

Security Breach - Internal Infrastructure

Access to internal systems within offices of the organisation or personal computers of staff. Different levels of security are applied to staff depending on their access to critical systems, so a minimal risk remains that source code or accounting details of customers could be accessed if internal security was breached.

Staff Scams/Phishing

Admin access control of platform processes such as access to customer address and CRM data within their accounts is provided by customers on request for use by support or accounting staff. There is a risk associated with scam or phishing attacks on authorised user accounts which could result in access being obtained to these systems.

User Account Breaches

User accounts for admin staff that do not follow company policy with password selection pose a risk to access to some systems. Any critical access systems are controlled to prevent this being catastrophic, but an admin user who did not secure their passwords correctly could pose a risk for access to sensitive information.

(ii) IP threats

Search Party has invested significantly in the development of its information technology platform and uses certain trademarks in the promotion of its business. Any hardware used to access critical systems that hold any intellectual property are tracked with remote lockout and erase capability and technical staff are held to a strict standard of security best practices. The threats addressed by these policies and security systems are as follows:

Source Code Loss

The source code of the platform is accessible to developers with clearance to work on the platform code base. While different levels of security are used and access only granted if necessary, a compromised user could result in the theft of platform source code.

Proprietary Algorithms

Complex algorithms developed within the data science team are the result of testing and refinement over a period of time against a large dataset that would be difficult to reproduce outside of the platform. Theft of these algorithms would pose a risk to competitive advantage.

(iii) Platform faults

All releases are run through extensive manual testing and an ever evolving system of automated regression tests to ensure stability of platform is maintained to high standards. Preventative measures are in place to prevent security flaws from existing, even in testing environments.

Bugs & Platform flaws

While effective manual and automated testing processes are in place and constantly improving, edge cases can be released into production and there is a risk this could cause disruption to customers, resulting in a loss of users. High severity issues risk creating negative publicity which in turn could reduce sign up rates.

Extended Outages

Catastrophic events occurring to hosting facilities or regional connectivity risk causing extended downtime for users. Given the need to use the platform daily in many cases for recruiters, this could result in significant loss of customers.

(iv) Third party faults

Reliance on Service Providers for Infrastructure

SLA's are obtained by all partners on which Search Party depends. There is a risk to the business in the event of negligence or breach of those SLA's to security and availability of the platform. For this reason, Search Party takes service provider seriously, maintain PCI compliance and are partnered with Rackspace, a common choice for banking institutions and well known for their security expertise.

Operating system & hardware faults

The platform is built on widely established and commonly used technology, however, faults released into system operating systems can cause temporary security flaws that can be exploited by a malicious user. Access to sensitive information is limited to single accounts in the event of such a flaw.

Technology discontinuation

Search Party uses a number of core technologies for the web platform through to data science components. If one of these platforms were discontinued or removed from the market, there would be costs incurred to find or develop an alternative.

Given Search Party's position as a high tech business, it retains enough technical expertise internally that any short notice discontinuation could be mitigated with minimal disruption to product development. Search Party's platform is also designed with a right tool for the job attitude allowing Search Party to make rapid changes to single layers quickly and without customer down time.

(v) Disaster recovery

Search Party has numerous levels of redundancy to support disaster recovery of platform and data with a cost to risk evaluation. There is always a risk of data loss and cost to redevelop changes made in the period for which data was lost with any digital business. Search Party mitigates these risks with disaster recovery processes across both the primary platform hosted externally and internal code control systems for source code of the platform. The processes are maintained with multiple redundancies and no single point of failure.

(e) **Merger Specific Risks**

(i) Merger integration risks

Integrating two companies such as ALA and Search Party may produce some risks, including integrating management, information systems and work practices. The size of the ALA operation and focus on Search Party's existing business in the merged entity give comfort to the Directors that there is little scope for integration risks of any significant size.

(f) **General Risk Factors**

(i) Share investment

Investors should be aware that there are risks associated with any stock market investment. It is important to recognise that share prices and dividends might fall or rise. Factors affecting the market price include domestic and international economic conditions and outlook, changes in government fiscal, monetary and regulatory policies, changes in interest rates and inflation rates, the announcement of new technologies and variations in general market conditions and/or market conditions which are specific to a particular industry.

In addition, share prices of many companies are affected by factors which might be unrelated to the operating performance of the relevant company. Such factors might adversely affect the market price of ALA Shares. Further, there is no guarantee that ALA Shares will trade at a particular volume after the Recompliance. There is no guarantee that there will be an ongoing liquid market for shares, accordingly there is a risk that, should the market for shares become illiquid, Search Party Shareholders will be unable to realise their investment. The possibility exists that existing Search Party shareholders will seek to sell ALA shares on the market post relisting.

(ii) Borrowings and interest rate fluctuations

ALA does not envisage any significant assumption of debt in the Merged Group in the short to medium term. To the extent debt is raised then the cost of interest on these borrowings will impact the earnings and performance of the business.

(iii) Government policy and taxation

Changes in relevant taxation laws, interest rates, other legal, legislative and administrative regimes, and government policies in Australia (such as the R&D tax incentive scheme), may have an adverse effect on the assets, operations and ultimately the financial performance of both ALA and the entities in which ALA invests. These factors may ultimately affect the financial performance of ALA and the market price of the ALA Shares.

(iv) Dilution

ALA may need to raise additional funds through further capital raising or debt facility at some time in the future after conclusion of the capital raising to be undertaken under the Prospectus Offer. Any such further capital raising will have the effect of diluting the interests of shareholders of ALA.

(v) Capital raising

The ALA Directors give no assurances that the objectives of Search Party outlined in this document will be met. The capital raising to be conducted under the Prospectus Offer is intended to raise sufficient funds to support the growth and working capital needs of the business.

(vi) Force majeure events

Events may occur within or outside Australia that could impact upon the operations of ALA and the price of the ALA Shares. The events include but are not limited to act of terrorism, an outbreak of international hostilities, fires, floods, earthquakes, labour strikes, civil wars, natural disasters, outbreaks of disease or other natural or man-made events or occurrences that can have an adverse effect on the demand for ALA's services and its ability to conduct business. ALA has only a limited ability to insure against some of these risks.

10. Additional Information

10.1 Bid Implementation Agreement

As announced on 20 January 2016, ALA and TSP entered into the Bid Implementation Agreement pursuant to which ALA has agreed to make the Offer. A copy of the Bid Implementation Agreement was released to the ASX on the same day.

The key terms of the Bid Implementation Agreement are:

- (a) ALA agrees to make the Offer, subject to the Conditions. The agreed consideration is the Offer Consideration.
- (b) The directors of TSP have advised ALA that they will:
 - (i) unanimously recommend that TSP Shareholders accept the Offer in the absence of a Superior Proposal;
 - (ii) procure cancellation or the exercise of all the TSP Options (other than the 464 TSP Options (A Class)) so that they are converted into issued TSP Shares before the close of the Offer Period;
 - (iii) ALA intends to enter into a Private Treaty arrangement in respect of the 464 TSP Options (A Class); and
 - (iv) accept or procure the acceptance of the Offer in respect of any TSP Shares they or their associates own or control.
- (c) TSP must use its best endeavours to procure that there is no TSP Material Adverse Change or Prescribed Occurrence within its control from the execution date of the Bid Implementation Agreement until the last day of the Offer Period.
- (d) In the absence of a Superior Proposal for TSP, TSP will procure that its board of directors will participate in efforts reasonably required by ALA to promote the merits of the Offer including meeting with key shareholders, analysts, management, customers and press but only to the extent that those directors consider that they may do so without breaching any of their statutory or fiduciary duties.
- (e) Each party agrees to use all reasonable endeavours to satisfy the Conditions as soon as practicable after the date of the Bid Implementation Agreement provided that TSP is not required to comply with this obligation if it would require TSP to take any action which in the reasonable opinion of the TSP Board would constitute a breach of the duties of the TSP directors.
- (f) The Bid Implementation Agreement provides for TSP to, during the period from the execution date of the Bid Implementation Agreement until the last day of the Offer Period conduct, and procure that its Subsidiaries conduct, their respective businesses in the ordinary course of business and not take any action which causes a breach of any of the agreed bid terms.
- (g) As soon as is reasonably practicable after the Minimum Acceptance Condition is satisfied, ALA will take all actions necessary:
 - (i) for Mr Benjamin Hutt, Mr Paul Bird and Mr Trevor Loewensohn to be appointed to the Board of ALA (joining existing Director, Mr Charles Thomas) with effect from the date of the Offer becoming Unconditional; and

- (ii) the termination of the engagement of Mr Rocco Tassone and Mr Patrick Glovac from their roles as Directors including the payment of the executive and non-executive entitlements.
- (h) ALA has agreed that it will only waive the Essential Conditions with the prior written consent of TSP (such consent not to be unreasonably withheld or delayed).
- (i) The Bid Implementation Agreement contains representations and warranties that are customary for an agreement of this nature.
- (j) The Bid Implementation Agreement may be terminated in the following circumstances:
 - (i) By either ALA or TSP if:
 - (A) the TSP's Board changes its recommendation in relation to either of the Offer as a result of the Board determining that it has received a Superior Proposal;
 - (B) the other party is in material breach of the Bid Implementation Agreement and to the extent that the breach can be rectified, the breach has not been rectified within 5 Business Days of receiving notice;
 - (C) a representation or warranty given by the other party is or becomes untrue in any material respect and the breach of the representation or warranty is of such a kind that, had it been disclosed to the first party before entry into the BIA, could reasonably have been expected to have resulted in the first party either not entering into the BIA or entering into it on materially different terms;
 - (D) any Court or regulatory authority has issued an order, decree or ruling or taken any other action that permanently restrains or prohibits either of the Offer; or
 - (E) TSP has received a Superior Proposal and pursuant to the Superior Proposal the proponent becomes entitled to or increases its entitlement to more than 50% of the voting power in TSP;
 - (F) ALA lawfully withdraws the Offer or the Offer lapses for any reason, including non-satisfaction of a Condition;
 - (G) TSP has not prior to the end of the Offer Period lawfully effected the cancellation or exercise of all the TSP Options (other than the 464 TSP Options (A Class)) and issued all necessary TSP Shares in respect of such TSP Options (other than the 464 TSP Options (A Class)); and
 - (ii) By TSP if before the end of the Offer Period an ALA Material Adverse Change occurs.
- (k) If the Bid Implementation Agreement is terminated, the parties will have no further obligations to each other under the Bid Implementation Agreement (except in relation to specified general provisions) and neither party will have any liability or obligation to the other party for any damages or loss of any kind.

10.2 ALA's interest in TSP Shares

As announced on 17 December 2015, ALA acquired 25,240 TSP Shares at a price of A\$19.81 per TSP Share pursuant to the TSP Capital Raising (being approximately 1.95% of the total issued TSP Ordinary Shares).

ALA has no further Relevant Interest in the Ordinary Shares of TSP.

10.3 Acquisitions of TSP Shares by ALA and its Associates

(a) Previous 4 months

Other than as specified in Section 10.2 above, neither ALA nor any Associate of ALA has provided, or agreed to provide, consideration for TSP Shares under any purchase or agreement (other than the Bid Implementation Agreement) during the period beginning 4 months before the date of this Bidder's Statement and ending on the day immediately before the date of this Bidder's Statement.

(b) Period before Offer

Neither ALA nor any Associate of ALA has provided, or agreed to provide, consideration for TSP Shares under any purchase or agreement (other than the Bid Implementation Agreement) during the period starting on the date of this Bidder's Statement and ending on the date immediately before the date of the Offer.

10.4 No escalation agreements

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

10.5 Collateral benefits

(a) Previous 4 months

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

- (i) accept the Offer; or
- (ii) dispose of their TSP Shares,

and which is not offered to all holders of TSP Shares under the Offer.

(b) Period before Offer

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

- (i) accept the Offer; or
- (ii) dispose of their TSP Shares,

and which is not offered to all holders of TSP Shares under the Offer.

10.6 TSP Options

The Offer extends to all TSP Shares that are issued during the Offer Period upon exercise of the TSP Options (ESOP) and TSP Options (A Class) but does not extend to unexercised TSP Options (ESOP) and TSP Options (A Class).

Should any TSP Options be exercised after the Record Date and prior to the close of the Offer, then the Offer will extend to any person who becomes registered or entitled to be registered as the holder of TSP Shares before the close of the Offer.

It is a Condition of the Offer that all TSP Options (ESOP) are either validly converted into issued TSP Shares or are cancelled before the end of the Offer Period.

As at the date of this Bidder's Statement, TSP has advised ALA that it has received irrevocable exercise notices from each of the TSP Optionholders (ESOP) for all of those TSP Options (ESOP), subject only to all Conditions to the Offer being fulfilled (other than the Condition relating to exercise of all the TSP Options (ESOP) during the Offer Period). TSP has also advised ALA that it has agreed to provide a non-recourse loan to each of the TSP Optionholders (ESOP) to fund the exercise price of \$11.88 per TSP Option (ESOP) for the TSP Options (ESOP).

Additionally, ALA intends to make a Private Treaty Offer to the holder of the TSP Options (A Class). It is a condition of the Offer that the TSP Optionholder of the TSP Options (A Class) accepts the Private Treaty Offer in respect of all of its TSP Options (A Class).

10.7 Disclosure of information

Due to the fact that ALA is offering ALA Shares as consideration for the acquisition of TSP Shares under the Offer, the Corporations Act requires that this Bidder's Statement must include all information that would be required for a prospectus for an offer of ALA Shares under Sections 710 to 713 of the Corporations Act.

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

Please refer to Section 3.8 for further details in relation to ALA's continuous disclosure obligations and the availability of public information in respect of ALA.

10.8 Interests and benefits relating to the Offer

(a) Interests

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

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

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

- (v) the formation or promotion of ALA;
- (vi) any property acquired or proposed to be acquired by ALA in connection with its formation or promotion or in connection with the offer of ALA Shares under the Offer; or
- (vii) the offer of ALA Shares under the Offer.

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

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

- (i) to a director or proposed director of ALA to induce them to become, or to qualify as, a director of ALA; or
- (ii) for services provided by an Interested Person in connection with the formation or promotion of ALA or the offer of ALA Shares under the Offer.

The fees paid in connection with the preparation and distribution of this Bidder's Statement and for services provided in connection with the Offer, including financial, legal and registry fees, are set out in section 10.13 below.

10.9 Disclosure of interests of directors

The directors of ALA have the following interests in ALA Securities (either held directly, held by entities controlled by them or held by entities of which they are directors) as at the date of this Bidder's Statement. The current Directors of ALA do not have any interests in TSP Securities (either directly, held by entities controlled by them or held by entities of which they are directors).

Director	ALA Ordinary Shares	ALA Options ¹
Mr Patrick Glovac	1,910,000	30,000
Mr Rocco Tassone	1,005,000	52,500
Mr Charles Thomas	440,000	7,500

Notes:

- 1 Listed options (ALAO) exercisable at \$0.25 each on or before 21 May 2016.
- 2 In addition to the interests stated above, each of the directors of ALA intends to participate in the Prospectus Offer up to a maximum of \$50,000 (500,000 Shares) per director, being a total of \$150,000 (1,500,000 Shares). The directors' participation in the Prospectus Offer is subject to shareholder approval at the General Meeting.

Mr Benjamin Hutt, Mr Paul Bird and Mr Trevor Loewensohn are proposed directors of ALA and each have no interest in any ALA Securities (other than Shares to be received under the Takeover Offer, and (subject to shareholder and regulatory approvals) performance rights in ALA to be issued to the proposed directors under their executive and non-executive service contracts as set out in section 7.3(d)), and as at the date of this Bidder's Statement, have indicated they will not be participating in the Prospectus Offer.

10.10 Fees and Benefits of Directors

The Constitution of ALA provides that the Directors may be paid for their services as Directors a sum not exceeding such fixed sum per annum as may be determined by ALA in general meeting.

The annual remuneration of the Directors for the last two financial years is as follows:

Director		Salary and Fees \$	Other \$	Total \$
Mr Patrick Glovac ¹	FY2014/2015	152,583	14,495	167,078
	FY2013/2014	33,999	3,145	37,144
Mr Rocco Tassone ¹	FY2014/2015	91,313	8,675	99,988
	FY2013/2014	33,999	3,145	37,144
Mr Charles Thomas ¹	FY2014/2015	91,313	8,675	99,988
	FY2013/2014	33,999	3,145	37,144
Mr Stuart Kidd ²	FY 2014/2015	73,950	3,700	77,650
	FY 2013/2014	87,666	8,109	95,775

Notes:

1. Directors, companies associated with the Directors or their Associates are also reimbursed for all reasonable expenses incurred in the course of conducting their duties which include, but are not in any way limited to, out of pocket expenses, travelling expenses, disbursements made on behalf of ALA and other miscellaneous expenses.
2. The remuneration of Directors is reviewed annually by ALA.
3. Stuart Kidd resigned 3 October 2014.
4. Pursuant to the BIA, upon termination of the Company's engagement Mr Glovac by the Company, he will receive approximately \$160,000 by way of termination entitlements under his executive service agreement, and approximately \$36,000 of statutory employment entitlements.

Prospectus Lead Manager Mandate

The Company intends to enter into a mandate with GTT Ventures Pty Ltd (**GTT**) for the provision of lead manager services in respect of the Prospectus Offer on arms length commercial terms whereby GTT will receive a cash fee of approximately \$75,000 plus GST for its services (**Lead Manager Mandate**). GTT is an entity associated with the ALA Directors. The terms of the Lead Manager Mandate, when agreed, will be set out in the Prospectus.

Corporate Advisory Mandate

TSP has entered into a 12 month corporate advisory mandate with GTT for the provision of corporate advisory services commencing on and from the date of ALA's readmission to the official list of ASX following the Takeover (**Advisory Mandate**). Fees payable under the Advisory Mandate include a monthly retainer of \$10,000 plus GST, disbursements and expenses. As stated above, GTT is an entity associated with the ALA Directors.

Facilitator Securities

ALA and TSP have agreed to the issue of the Facilitator Securities to GTT (or its nominees) pursuant to the terms of the BIA, and subject to Shareholder approval at the General Meeting.

Deeds of indemnity, insurance and access

ALA has entered into a deed of indemnity, insurance and access with each of its Directors. Under these deeds, ALA agrees to indemnify each officer to the extent permitted by the Corporations Act against any liability arising as a result of the officer acting as an officer of ALA. ALA is also required to maintain insurance policies for the

benefit of the relevant officer and must also allow the officers to inspect board papers in certain circumstances.

10.11 Restricted Securities

As the ALA Consideration Securities issued to accepting TSP Shareholders will be issued in consideration for the acquisition of a "classified asset" (as defined in the ASX Listing Rules), TSP Shareholders may be required under the ASX Listing Rules to enter into restriction agreement under which they will be restricted from trading their ALA Ordinary Shares issued as ALA Consideration Securities for periods of between 12 and 24 months.

ALA will apply to the ASX for a waiver from the certain restriction requirements on the basis that a majority of TSP Shareholders paid cash for their TSP Shares upon issue by TSP and have held their TSP Shares for a substantial period of time prior to ALA making the Offer.

It is anticipated that approximately:

- 69,439,353 ALA Ordinary Shares to be issued to the TSP Securityholders (or their nominees) under the Offer will be subject to ASX escrow for 24 months from the date of re-compliance with the Listing Rules; and
- 13,605,816 ALA Ordinary Shares to be issued to the TSP Securityholders (or their nominees) under the Offer and Private Treaty Offer will be subject to ASX escrow for 12 months after the date that the TSP Securityholders subscribed for the relevant TSP Securities.

None of the ALA Ordinary Shares issued under the Prospectus Offer are expected to be restricted securities.

As part of the acceptance documentation for the Offer, the TSP Securityholders will acknowledge that some or all of the ALA Securities may be escrowed in accordance with the requirements of ASX and will sign such form of escrow agreement as required by the ASX.

The restricted securities listed above are subject to change depending on the escrow periods imposed by ASX in accordance with the ASX Listing Rules. Prior to ALA's Shares being reinstated to trading on the ASX, ALA will enter into escrow agreements with the recipients of the restricted securities in accordance with Chapter 9 of the ASX Listing Rules, and ALA will announce to ASX full details (quantity and duration) of the securities required to be held in escrow.

10.12 Exclusivity

Under the Bid Implementation Agreement, ALA and TSP have agreed to an exclusivity period commencing on the date of the Bid Implementation Agreement (being 18 January 2016) and ending on the expiry of the Offer Period (subject to earlier completion of the Offer or termination of the Bid Implementation Agreement) during which neither party may solicit other proposals without the other party's consent and must notify each other if a Competing Proposal is received. In the event that a Competing Proposal is received by TSP which is superior to the Offer, ALA will have an opportunity to vary the terms of the Offer to match or better such a Superior Proposal.

10.13 Expenses of the Offer

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

ALA estimates it will incur the following fees for services provided in connection with the Offer:

Item	\$
ASX quotation fee	\$95,000
ASIC Fees	\$2,320
Legal, accounting and due diligence expenses	\$262,000
Capital raising fee and Lead Manager Fee in relation to the Prospectus Offer	\$303,000
Printing, mailing, share registry and other expenses	\$14,000
Miscellaneous	\$5,000
Total	\$681,320

10.14 Material litigation

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

10.15 Notice to Foreign Shareholders

This Bidder's Statement and the Offer do not constitute an offer of securities in any jurisdiction in which it would be unlawful. In particular, this Bidder's Statement may not be distributed to any person, and the ALA Securities may not be offered or sold, in any country outside Australia except to existing TSP shareholders and to the extent permitted below.

Canada (Ontario only)

This document constitutes an offering of ALA Shares only in the Province of Ontario (the "Province") and to those persons to whom they may be lawfully distributed in the Province, and only by persons permitted to sell such ALA Shares. This document is not, and under no circumstances is to be construed as, an advertisement or a public offering of securities in the Province. This document may only be distributed in the Province to persons that are "accredited investors" within the meaning of NI 45-106 – *Prospectus and Registration Exemptions*, of the Canadian Securities Administrators.

No securities commission or similar authority in the Province has reviewed or in any way passed upon this document, the merits of the ALA Shares or the offering of ALA Shares and any representation to the contrary is an offence.

No prospectus has been, or will be, filed in the Province with respect to the offering of ALA Shares or the resale of such securities. Any person in the Province lawfully participating in the Offer will not receive the information, legal rights or protections that would be afforded had a prospectus been filed and receipted by the securities regulator in the applicable Province. Furthermore, any resale of the ALA Shares in the Province must be made in accordance with applicable Canadian securities laws which may require resales to be made in accordance with exemptions from dealer registration and prospectus requirements. These resale restrictions may in some circumstances apply to resales of the ALA Shares outside Canada and, as a result, Canadian purchasers should seek legal advice prior to any resale of the ALA Shares.

ALA as well as its directors and officers may be located outside Canada and, as a result, it may not be possible for purchasers to effect service of process within Canada

upon ALA or its directors or officers. All or a substantial portion of the assets of ALA and such persons may be located outside Canada and, as a result, it may not be possible to satisfy a judgment against ALA or such persons in Canada or to enforce a judgment obtained in Canadian courts against ALA or such persons outside Canada.

Any financial information contained in this document has been prepared in accordance with Australian Accounting Standards and also comply with International Financial Reporting Standards and interpretations issued by the International Accounting Standards Board.

Unless stated otherwise, all dollar amounts contained in this document are in Australian dollars.

Statutory rights of action for damages and rescission

Securities legislation in the Province may provide purchasers with, in addition to any other rights they may have at law, rights of rescission or to damages, or both, when an offering memorandum that is delivered to purchasers contains a misrepresentation. These rights and remedies must be exercised within prescribed time limits and are subject to the defences contained in applicable securities legislation. Prospective purchasers should refer to the applicable provisions of the securities legislation of their respective Province for the particulars of these rights or consult with a legal adviser.

The following is a summary of the statutory rights of rescission or to damages, or both, available to purchasers in Ontario. In Ontario, every purchaser of the ALA Shares purchased pursuant to this document (other than (a) a "Canadian financial institution" or a "Schedule III bank" (each as defined in NI 45-106), (b) the Business Development Bank of Canada or (c) a subsidiary of any person referred to in (a) or (b) above, if the person owns all the voting securities of the subsidiary, except the voting securities required by law to be owned by the directors of that subsidiary) shall have a statutory right of action for damages and/or rescission against ALA if this document or any amendment thereto contains a misrepresentation. If a purchaser elects to exercise the right of action for rescission, the purchaser will have no right of action for damages against ALA. This right of action for rescission or damages is in addition to and without derogation from any other right the purchaser may have at law. In particular, Section 130.1 of the *Securities Act* (Ontario) provides that, if this document contains a misrepresentation, a purchaser who purchases the ALA Shares during the period of distribution shall be deemed to have relied on the misrepresentation if it was a misrepresentation at the time of purchase and has a right of action for damages or, alternatively, may elect to exercise a right of rescission against ALA, provided that:

- (a) ALA will not be liable if it proves that the purchaser purchased the ALA Shares with knowledge of the misrepresentation;
- (b) in an action for damages, ALA is not liable for all or any portion of the damages that ALA proves does not represent the depreciation in value of the ALA Shares as a result of the misrepresentation relied upon; and
- (c) in no case shall the amount recoverable exceed the price at which the ALA Shares were offered.

Section 138 of the *Securities Act* (Ontario) provides that no action shall be commenced to enforce these rights more than:

- (a) in the case of any action for rescission, 180 days after the date of the transaction that gave rise to the cause of action; or
- (b) in the case of any action, other than an action for rescission, the earlier of (i) 180 days after the purchaser first had knowledge of the fact giving rise to the cause of action or (ii) three years after the date of the transaction that gave rise to the cause of action.

These rights are in addition to and not in derogation from any other right the purchaser may have.

Certain Canadian income tax considerations

Prospective purchasers of the ALA Shares should consult their own tax adviser with respect to any taxes payable in connection with the acquisition, holding or disposition of the ALA Shares as any discussion of taxation related matters in this document is not a comprehensive description and there are a number of substantive Canadian tax compliance requirements for investors in the Province.

China

The information in this document does not constitute a public offer of the ALA Shares, whether by way of sale or subscription, in the People's Republic of China (excluding, for purposes of this paragraph, Hong Kong Special Administrative Region, Macau Special Administrative Region and Taiwan). The ALA Shares may not be offered or sold directly or indirectly in the PRC to legal or natural persons other than directly to "qualified domestic institutional investors".

United Kingdom

Neither the information in this document nor any other document relating to the offer has been delivered for approval to the Financial Services Authority in the United Kingdom and no prospectus (within the meaning of section 85 of the Financial Services and Markets Act 2000, as amended ("FSMA")) has been published or is intended to be published in respect of the ALA Securities offered. This document is issued on a confidential basis to "qualified investors" (within the meaning of section 86(7) of FSMA) and to fewer than 150 persons (other than "qualified investors" (within the meaning of section 86(7) of FSMA)) in the United Kingdom, and the ALA Securities may not be offered or sold in the United Kingdom by means of this document, any accompanying letter or any other document, except in circumstances which do not require the publication of a prospectus pursuant to section 86(1) FSMA. This document should not be distributed, published or reproduced, in whole or in part, nor may its contents be disclosed by recipients to any other person in the United Kingdom.

Any invitation or inducement to engage in investment activity (within the meaning of section 21 FSMA) received in connection with the issue or sale of the ALA Securities has only been communicated or caused to be communicated and will only be communicated or caused to be communicated in the United Kingdom in circumstances in which section 21(1) FSMA does not apply to ALA.

In the United Kingdom, this document is being distributed only to, and is directed at, persons to whom it may lawfully be made within the circumstances described in Article 62 of the Financial Services and Markets Act 2000 (Financial Promotions) Order 2005 (the "FPO") (members of certain bodies corporate), (ii) Article 67 of the FPO (promotions required or permitted by market rules) or (iii) to whom it may otherwise be lawfully communicated (together "relevant persons"). The investments to which this document relates are available only to, and any invitation, offer or agreement to purchase will be engaged in only with, relevant persons. Any person who is not a relevant person should not act or rely on this document or any of its contents.

United States

The Bidder's Statement has not been filed with, or reviewed by, the US Securities and Exchange Commission or any state securities authority and none of them has passed upon or endorsed the merits of the Offer or the accuracy, adequacy or completeness of the Bidder's Statement. Any representation to the contrary is a criminal offence.

The shares to be issued pursuant to the Offer have not been, and will not be, registered under the US Securities Act 1933 or the securities laws of any US state or

other jurisdiction. The Offer is not being made in any US state or other jurisdiction where it is not legally permitted to do so.

US shareholders of TSP should note that the Offer is made for the securities of an Australian company in accordance with the laws of Australia and the listing rules of the Australian Securities Exchange. The Offer is subject to disclosure requirements of Australia that are different from those of the United States.

It may be difficult for you to enforce your rights and any claim you may have arising under US federal securities laws, since ALA is located in Australia and most of its officers and directors are residents of Australia. You may not be able to sue ALA or its officers or directors in Australia for violations of the US securities laws. It may be difficult to compel ALA and its affiliates to subject themselves to a US court's judgment.

You should be aware that ALA may purchase securities otherwise than under the Offer, such as in privately negotiated purchases.

10.16 Status of conditions

The conditions of the Ordinary Share Offer are set out in Section 8 of Annexure A.

ALA will use all reasonable endeavours to ensure the Conditions are satisfied as soon as possible after the date of this Bidder's Statement.

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

ALA will give a notice of the status of the Conditions in accordance with the Corporations Act on 10 April 2016 (subject to extension if the Offer Period is extended).

10.17 Consents

Each of the parties referred to in this Section 10.17:

- (a) makes no representation regarding, and to the maximum extent permitted by law expressly disclaims and takes no responsibility for, any statements in or omissions from any part of this Bidder's Statement other than a reference to its name and a statement included in this Bidder's Statement with the consent of that party as specified in this Section 10.17 (if any); and
- (b) has not caused or authorised the issue of this Bidder's Statement or the making of the Offer.

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

- (a) Nova Legal as legal advisers to ALA in relation to the Offer; and
- (b) Advanced Share Registry Services as the share registry of ALA.

10.18 Other material information

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

10.19 Early despatch

The directors of TSP have agreed that ALA may send this Bidder's Statement to TSP Shareholders earlier than would otherwise be permitted under the Corporations Act.

10.20 Expiry date

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

10.21 Date for determining holders

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

10.22 ASIC modifications and exemptions, ASX waivers

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

In addition, ALA has intends to seek waivers of ASX Listing Rules 7.3.2 and 10.13.3 from ASX to permit it to:

- (a) issue the following securities later than one month following the ALA Shareholder Meeting:
 - (i) ALA Shares under the Prospectus Offer to the Directors; and
 - (ii) Facilitator Securities to related parties;
- (b) issue the following securities later than three months following the ALA Shareholder Meeting:
 - (i) ALA Shares under the Prospectus to unrelated public offer participants; and
 - (ii) Adviser Options and Placement Options to unrelated parties.

The Takeover Bid will require ALA to meet the requirements of Chapters 1 and 2 of the ASX Listing Rules as if ALA were applying for admission to the official list of ASX. These requirements include that:

- (a) the main class of a company's securities for which a company seeks quotation must have an issue price of at least 20 cents in cash (pursuant to Listing Rule 2.1 Condition 2); and
- (b) the exercise price for any options on issue must be at least 20 cents in cash (pursuant to Listing Rule 1.1 Condition 11).

The terms of the proposed capital raising will not meet the requirements set out in Listing Rule 2.1 Condition 2 as the Prospectus Offer is proposed to be completed at an issue price of 10 cents per ALA Share, being an issue price of less than 20 cents.

Following completion of the Takeover Bid, ALA will have unlisted ALA Options on issue with an exercise price of 15 cents, being less than the 20 cent exercise price required by Listing Rule 1.1 Condition 11.

Accordingly, ALA will also seek a waiver of ASX Listing Rule 2.1 Condition 2, together with a waiver of ASX Listing Rule 1.1 Condition 11, to allow ALA to issue the Shares under the Prospectus Offer at 10 cents per Share, and to have unlisted ALA Options on issue with an exercise price of 15 cents (being the Facilitator Options).

11. Directors Authorisation

This Bidder's Statement is dated 16 March 2016 and was approved pursuant to a unanimous resolution passed by the directors of ALA.



Signed for and on behalf of
Applabs Technologies Ltd
Patrick Glovac
Managing Director

12. Definitions and Interpretation

12.1 Definitions

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

\$ or Dollar means Australian dollars.

Acceptance Form means the Ordinary Share Offer Acceptance Form.

Adviser Offer means the offer under the Prospectus of 2,000,000 Adviser Options to corporate advisers of ALA.

Adviser Options means 2,000,000 listed ALA Options exercisable at \$0.25 on or before 2016.

ALA or the Company means Applabs Technologies Limited (ACN 139 977 772) (to be renamed Search Party (International) Limited).

ALA Consideration Securities means the ALA Ordinary Shares to be issued as consideration under the Offer.

ALA Group means ALA and its related bodies corporate.

ALA Material Adverse Change means:

- (i) an event, change, condition, matter or thing occurs or will or is reasonably likely to occur;
- (ii) information is disclosed or announced by ALA concerning any event, change, condition, matter or thing that has occurred or is reasonably likely to occur; or
- (iii) information concerning any event, change, condition, matter or thing that has occurred or is reasonably likely to occur becomes known to TSP (whether or not becoming public),

(each of (i), (ii) and (iii) a **Specified Event**) which, whether individually or when aggregated with all such events, changes, conditions, matters or things of a like kind that have occurred or are reasonably likely to occur, has had or would be considered reasonably likely to have:

- (iv) a material adverse effect on the business, assets, liabilities, financial or trading position, profitability or prospects of the ALA Group taken as a whole; or
- (v) without limiting the generality of paragraph (iv) above, the effect of a diminution in the value of the consolidated net assets of the ALA Group, taken as a whole, by at least \$500,000 against what it would reasonably have been expected to have been but for such Specified Event,

other than:

- (vi) an event, matter, change or circumstance caused, or materially contributed to, by TSP;
- (vii) anything required or permitted to be done or not done under the BIA or otherwise required to be done in connection with the legal obligations for the implementation of the Offer, the Prospectus Offer or the Re-Compliance Process;
- (viii) any event, matter, change or circumstance:
 - (A) fairly disclosed by ALA to TSP or any Related Person of ALA;

- (B) disclosed in public filings by ALA to ASX or ASIC; or
 - (C) otherwise known by TSP or any Related Person of TSP,
- at any time prior to the date of the BIA;
- (ix) an event, matter, change or circumstance in or relating to:
 - (A) economic, business, regulatory or political conditions in general;
 - (B) credit, financial or currency markets in general, or the state of securities markets in general (including any reduction in market indices);
 - (C) any change affecting the resources industry generally (including junior exploration companies, as well as fluctuations in commodity prices);
 - (x) the portion of any event, matter, change or circumstances which is as a consequences of losses, expenses, damages or other costs covered by insurance which ALA's insurers have agreed to pay; or
 - (xi) anything done with the prior written consent of TSP.

ALA Option means an option to acquire an ALA Ordinary Share.

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

ALA Securities means securities on issue in the capital of ALA.

ALA Securityholder means a holder of ALA Securities.

ALA Share means an ALA Ordinary Share.

ALA Shareholder or **Shareholder** means a holder of ALA Shares.

ALA Shareholder Meeting means the general meeting of ALA Shareholders to be held on 16 May 2016.

Announcement Date means 20 January 2016, being the date the Offer was announced on ASX.

Applabs means ALA.

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

ASIC means the Australian Securities and Investments Commission.

ASX Settlement Corporation means ASX Settlement Pty Ltd ABN 49 008 504 532.

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

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

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

ATS means the applicant tracking system used by employers to manage the application and selection process for candidates.

Bid Implementation Agreement or **BIA** means the bid implementation agreement between ALA and TSP as announced on 20 January 2016 and varied by deed of variation on 16 March 2016.

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

Bidder's Statement means this document including the Annexures.

Board or ALA Board means the board of directors of ALA.

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

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

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

Competing Proposal means:

- (a) in relation to TSP a bona fide proposal or offer that, if successfully completed, would result in a person other than ALA or its associates:
 - (i) directly or indirectly acquiring a relevant interest or an economic interest in 15% or more of the TSP Shares or of the share capital of any of the TSP's Related Bodies Corporate;
 - (ii) directly or indirectly acquiring control of TSP;
 - (iii) directly or indirectly acquiring or becoming the holder of any interest in all or a substantial part of the business or assets of TSP or any of its Related Bodies Corporate; or
 - (iv) otherwise acquiring or merging with TSP; and
- (b) in relation to ALA, a bona fide proposal or offer that, if successfully completed, would result in a person other than TSP or its associates:
 - (i) directly or indirectly acquiring a relevant interest or an economic interest in 15% or more of the ALA Ordinary Shares or of the share capital of any of ALA's related bodies corporate;
 - (ii) directly or indirectly acquiring control of ALA;
 - (iii) directly or indirectly acquiring or becoming the holder of any interest in all or a substantial part of the business or assets of ALA or any of its related bodies corporate; or
 - (iv) otherwise acquiring or merging with ALA;

whether by way of takeover offer, scheme of arrangement, shareholder-approved acquisition, capital reduction, buy back, sale or purchase of shares or assets, joint venture, dual listed company structure (or other synthetic merger) or other transaction or arrangement.

Conditions means the Ordinary Share Offer Conditions as the context requires.

Constitution means the constitution of ALA.

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

CRM means Customer Relationship Management.

Director means a director of ALA as at the date of this Bidder's Statement.

Essential Conditions means in respect of the Ordinary Share Offer, the conditions set out in Sections 8.a)i) to 8.a)vi) of Annexure A.

Essential Resolutions means resolutions in the Notice of Meeting, being resolutions for approval of the following matters:

- (a) Change to nature and scale of activities;
- (b) Authority to issue the ALA Shares under the Prospectus Offer;
- (c) Authority to change the name of ALA to “Search Party (International) Limited”;
- (d) Appointment of Mr Benjamin Hutt as a director;
- (e) Appointment of Mr Paul Bird as a director;
- (f) Appointment of Mr Trevor Loewensohn as a director;
- (g) Authority to issues the Facilitation Securities;
- (h) Ratification for past issues of ALA Shares by ALA for the purposes of replenishing the ALA’s placement capacity under ASX listing rule 7.1 and/or 7.1A (if applicable); and
- (i) Approval pursuant to any other resolution that ALA reasonably requires, in consultation with TSP, for the purpose of implementing the transaction.

Facilitator means GTT Ventures Pty Ltd (or its nominees), who have provided facilitation services to the Company for the purpose of the Offer.

Facilitator Securities means 10,000,000 Shares (**Facilitator Shares**) and 30,000,000 unlisted Options (**Facilitator Options**) (together, Facilitator Securities) to the Facilitator.

Foreign Law means a law of a jurisdiction other than Australia.

Funnel means the sales funnel of the business where a customer signs up, advertises a role, interviews, then subsequently hires.

Government Agency means any government or governmental, semi-governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency or entity in any part of the world.

Gross Payment Volume has the meaning set out in Section 5.6.3(4).

Intellectual Property means all items of intangible property and includes trademarks and service marks (whether or not registered or registration has been applied for), domain names, trade names, business names, designs, brand names, patents, patent applications, inventions (whether or not patented), trade secrets and copyrights (whether or not registered or registration has been applied for).

Job Board means an online site where job advertisements are posted.

Job Seeker Platform means an interface to the Search Party Marketplace specifically tailored to the needs of Job Seekers and people looking to develop their career.

Marketplace or Platform means the Search Party online recruitment marketplace.

Merged Entity means ALA and its subsidiaries following the acquisition by ALA of all, or a portion of TSP Securities on issue.

Minimum Acceptance Condition means the condition to the Ordinary Share Offer set out in Section 8.a)iii) of Annexure A.

Notice of Meeting means ALA’s notice of meeting intended to be despatched to ALA Shareholders on or about 15 April 2016 to convene the ALA Shareholder Meeting (to be held on or about 16 May 2016).

Offer means the Ordinary Share Offer.

Offer Consideration means the Ordinary Share Offer Consideration.

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

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

Ordinary Share Offer means the off market takeover offer by ALA to acquire TSP Ordinary Shares on the terms and conditions set out in this Bidder's Statement.

Ordinary Share Offer Acceptance Form means the form of acceptance for the Ordinary Share Offer accompanying this Bidder's Statement or alternatively any acceptance form sent to a TSP Ordinary Shareholder by ALA's share registry in relation to the Ordinary Share Offer.

Ordinary Share Offer Conditions means the conditions set out in Section 8 of Annexure A.

Ordinary Share Offer Consideration means the consideration set out in Section 1.b) of Annexure A.

Participant means an entity admitted to participate in the Clearing House Subregister System under Rule 4.3.1 and 4.4.1 of the ASX Settlement Operating Rules.

PCI means a standard for connecting computers and their peripherals.

Placement Offer means the offer under the Prospectus of 4,500,000 Placement Options to recipients of ALA's 2 and 4 February 2016 placement.

Placement Options means 4,500,000 listed ALA Options exercisable at \$0.25 on or before 21 May 2016.

PPC means Pay Per Click.

Prescribed Occurrence means (other than as required or contemplated by the Bid Implementation Agreement) the occurrence of any of the following (being the occurrences listed in section 652C of the Corporations Act):

- (a) TSP converting all or any of the TSP Shares into a larger or smaller number of Shares under Section 254H of the Corporations Act;
- (b) TSP or a Subsidiary of TSP resolving to reduce its share capital in any way;
- (c) TSP or a Subsidiary of TSP entering into a buy-back agreement or resolving to approve the terms of a buy-back agreement under section 257C(1) or 257D(1) of the Corporations Act;
- (d) TSP or a Subsidiary of TSP making an issue of shares or granting an option over the shares or agreeing to make such an issue or grant such an option;
- (e) TSP or a Subsidiary of TSP issuing, or agreeing to issue, convertible notes;
- (f) TSP or a Subsidiary of TSP disposing or agreeing to dispose, of the whole, or a substantial part, of its business or property;
- (g) TSP or a Subsidiary of TSP granting, or agreeing to grant, a Security Interest in the whole, or a substantial part, of its business or property;
- (h) TSP or a Subsidiary of TSP resolving that it be wound up;
- (i) the appointment of a liquidator or provisional liquidator of the TSP or a Subsidiary of TSP;
- (j) the making of an order by a court for the winding up of TSP or a Subsidiary of TSP;

- (k) an administrator of TSP or a Subsidiary of TSP being appointed under section 436A, 436B or 436C of the Corporations Act;
- (l) TSP or a Subsidiary of TSP executing a deed of company arrangement; or
- (m) the appointment of a receiver, receiver and manager, other controller (as defined in the Corporations Act) or similar official in relation to the whole, or a substantial part, of the property of TSP or a Subsidiary of TSP.

Private Treaty Offer means an offer to the holder of the TSP Options (A Class) by private agreement to cancel all of its TSP Options (A Class) in return for the consideration specified in Annexure D.

Prospectus means the prospectus proposed to be issued by ALA in connection with the Prospectus Offer.

Prospectus Offer means the public offer under the Prospectus, of 37,049,969 Shares each at an issue price of \$0.10 to raise \$3,704,996.90.

R&D means research and development.

Re-Compliance Process means the process and actions undertaken by ALA to re-comply with Chapters 1 and 2 of the ASX Listing Rules, including preparation of the Prospectus.

Record Date means the date set by ALA under Section 633(2) of the Corporations Act, being 5:00pm (EST) on 16 March 2016.

Related Body Corporate has the meaning given in Section 50 of the Corporations Act.

Related Person means:

- (a) a related body corporate;
- (b) its advisers or an adviser of a related body corporate of that party; or
- (c) an officer or employee of any entity referred to in paragraphs (a) or (b) of this definition.

Relevant Interest has the meaning given in Section 9 of the Corporations Act.

Rights means all accreditations, benefits and rights attaching to or arising from TSP Shares directly or indirectly at or after the Announcement Date (including, but not limited to, all dividends and all rights to receive dividends and to receive or subscribe for shares, stock units, notes or options declared, paid, or issued by TSP).

RPO means Recruitment Process Outsourcing (where a corporate engages an external “master agency” to manage all its recruitment activities on its behalf, including candidate acquisition from direct, agency, and other channels).

SLA means service level agreement.

SME means small to medium sized enterprise (defined by the Australian Bureau of Statistics as 5 to 199 employees). TSP (in relation to its business) considers it to mean 25-500 employees when defining its target market.

Subsidiary has the meaning given to that term in Division 6 of Part 1.2 of the Corporations Act.

Superior Proposal means a Competing Proposal in relation to TSP that the TSP Board determines in good is:

- (a) reasonably capable of being valued and completed in a timely manner, taking into account all aspects of the Competing Proposal and the person making it; and

- (b) more favourable to TSP Shareholders as a whole than the Offer, taking into account all the terms and conditions of the Competing Proposal.

Takeover Bid means the Ordinary Share Offer.

TSP or **Search Party** means The Search Party Limited (ACN 149 006 913).

TSP Board means the board of directors of TSP.

TSP Capital Raising means the offer by TSP to subscribe for shares dated 12 November 2015 (being an offer of up to 252,441 fully paid ordinary shares at a price not less than \$19.81 per share to raise up to \$5 million and up to \$2 million in oversubscriptions).

TSP Group means TSP and its Related Bodies Corporate.

TSP Material Adverse Change means:

- (i) an event, change, condition, matter or thing occurs or will or is reasonably likely to occur;
- (ii) information is disclosed or announced by TSP concerning any event, change, condition, matter or thing that has occurred or is reasonably likely to occur; or
- (iii) information concerning any event, change, condition, matter or thing that has occurred or is reasonably likely to occur becomes known to ALA (whether or not becoming public),

(each of (i), (ii) and (iii) a **Specified Event**) which, whether individually or when aggregated with all such events, changes, conditions, matters or things of a like kind that have occurred or are reasonably likely to occur, has had or would be considered reasonably likely to have:

- (iv) a material adverse effect on the business, assets, liabilities, financial or trading position, profitability or prospects of the TSP Group taken as a whole; or
- (v) without limiting the generality of paragraph (iv) above, the effect of a diminution in the value of the consolidated net assets of the TSP Group, taken as a whole, by at least \$500,000 against what it would reasonably have been expected to have been but for such Specified Event,

other than:

- (vi) an event, matter, change or circumstance caused, or materially contributed to, by ALA;
- (vii) anything required or permitted to be done or not done under this agreement or otherwise required to be done in connection with the legal obligations for the implementation of the Offer;
- (viii) any event, matter, change or circumstance:
 - (A) fairly disclosed by TSP to ALA or any Related Person of ALA;
 - (B) disclosed in public filings by TSP to ASX or ASIC; or
 - (C) otherwise known by ALA or any Related Person of ALA, at any time prior to the date of the Bid Implementation Agreement;
- (ix) an event, matter, change or circumstance in or relating to:
 - (D) economic, business, regulatory or political conditions in general;

- (E) credit, financial or currency markets in general, or the state of securities markets in general (including any reduction in market indices);
- (F) any change affecting the industry in which TSP operates generally;
- (x) the portion of any event, matter, change or circumstances which is as a consequences of losses, expenses, damages or other costs covered by insurance which TSP's insurers have agreed to pay; or
- (xi) anything done with the prior written consent of ALA.

TSP Option(s) means the TSP Options (ESOP) and TSP Options (A Class).

TSP Options (ESOP) means option to acquire a TSP Ordinary Share on the principal terms set out in Annexure C.

TSP Options (A Class) means an option to acquire a TSP Ordinary Share on the principal terms set out in Annexure C.

TSP Optionholder means a holder of TSP Options.

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

TSP Ordinary Shareholder means a holder of TSP Ordinary Shares.

TSP Securities means TSP Ordinary Shares or TSP Options.

TSP Securityholder means a TSP Ordinary Shareholder or TSP Optionholder.

TSP Share means a TSP Ordinary Share.

TSP Shareholder means a TSP Ordinary Shareholder.

Unconditional means ALA issuing a notice in accordance with section 630(3) of the Corporations Act, declaring that a Takeover Bid is free or freed (as the case may be) from all defeating conditions otherwise applicable to the Takeover Bid other than the Prescribed Occurrence Condition, subject to compliance with section 650F(1)(a) of the Corporations Act.

VWAP means volume weighted average price of 'on market' trades on ASX (i.e. normal trades, cross trades, stabilisation trades and short sell trades).

WST means Western Standard Time, being the time in Perth, Western Australia.

Your Ordinary Shares or **Your TSP Ordinary Shares** means the TSP Ordinary Shares: (a) in respect of which you are registered, or entitled to be registered, as holder in the register of shareholders of TSP at 5.00pm (EST) on the Record Date; or (b) to which you are able to give good title at the time you accept the Ordinary Share Offer during the Offer Period.

Your Shares means Your Ordinary Shares.

12.2 Interpretation

- (a) The words 'include', 'including', 'for example' or 'such as' are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.
- (b) The following rules of interpretation apply unless intention appears or the context requires otherwise:
- (c) a reference to a time is a reference to Perth (Western Australian) time, unless otherwise stated;

- (d) headings are for convenience only and do not affect interpretation;
- (e) the singular includes the plural and conversely;
- (f) a reference to a Section is to a Section of this Bidder's Statement;
- (g) a gender includes all genders;
- (h) where a word or phrase is defined, the other grammatical forms have a corresponding meaning;
- (i) \$, or cents is a reference to the lawful currency in Australia, unless otherwise stated;
- (j) a reference to a person includes a body corporate, an unincorporated body or other entity and conversely;
- (k) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (l) a reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it;
- (m) a reference to any instrument or document includes any variation or replacement of it;
- (n) a term not specifically defined in this Bidder's Statement has the meaning given to it (if any) in the Corporations Act;
- (o) a reference to a right or obligation of any two or more persons confers that right, or imposes that obligation, as the case may be, jointly and individually;
- (p) a reference to you is to a person to whom the Offer is made; and

Annexure A – Terms of Ordinary Share Offer

1. General Terms

- a) ALA offers to acquire all of Your TSP Ordinary Shares, together with all Rights attached to them, on the following terms and conditions set out in this Offer.
- b) The Ordinary Share Offer Consideration being offered by ALA for the acquisition of all of Your TSP Ordinary Shares is 198.1 ALA Ordinary Shares for every one TSP Ordinary Share you own, subject to the terms and conditions set out in this Offer. Fractional entitlements, if any will be rounded down to the nearest whole number.
- c) The rights and obligations of the ALA Shares to be issued under the Offer are summarised in Section 4.6 of the Bidder's Statement.
- d) The Offer is dated 17 March 2016.

2. Offer Period

- a) Unless withdrawn, this Offer will remain open for acceptance during the period commencing on the date of this Offer (being 17 March 2016) and ending at 5:00 pm (EST) on the later of:
 - i) 1 month from the date of the Offer; or
 - ii) any date to which the Offer Period is extended, in accordance with the Corporations Act.
- b) ALA reserves the right, exercisable in its sole discretion, to extend the Offer Period in accordance with the Corporations Act.
- c) If, within the last 7 days of the Offer Period, either of the following events occurs:
 - i) the Offer is varied to improve the consideration offered; or
 - ii) ALA's voting power in TSP increases to more than 50%,then the Offer Period will automatically be extended so that it ends 14 days after the relevant events in accordance with Section 624(2) of the Corporations Act.

3. Who May Accept

- a) An Offer in this form and bearing the same date is being made to each person registered as a holder of TSP Ordinary Shares on TSP's register of members at 5.00pm (EST) on the Record Date.
- b) The Offer also extends to each person who, during the period from the Record Date until the end of the Offer Period, becomes registered as a holder of TSP Ordinary Shares due to the conversion of, or exercise of rights conferred by TSP Options that are on issue at the Record Date and any person who becomes registered as the holder of Your TSP Ordinary Shares during the Offer Period.
- c) A person who:
 - i) is able during the Offer Period to give good title to a parcel of TSP Ordinary Shares; and
 - ii) has not already accepted this Offer which relates to those TSP Ordinary Shares,may accept as if an Offer from ALA on terms identical with this Offer had been made to that person in relation to those TSP Ordinary Shares.

- d) If, at the time the Offer is made to you, or at any time during the Offer Period, another person is registered as the holder of some or all of Your TSP Ordinary Shares, then:
 - i) a corresponding offer on the same terms and conditions as this Offer will be deemed to have been made to that other person in respect of those TSP Ordinary Shares; and
 - ii) a corresponding offer on the same terms and conditions as this Offer will be deemed to have been made to you in respect of any other TSP Ordinary Shares you hold to which the Offer relates; and
 - iii) this Offer will be deemed to have been withdrawn immediately at that time.
- e) If at any time during the Offer Period you are registered as the holder of one or more parcels of TSP Ordinary Shares as trustee or nominee for, or otherwise on account of, another person, you may accept as if a separate and distinct offer on the same terms and conditions as this Offer has been made in relation to each of those parcels and any parcel you hold in your own right. To validly accept the Offer for each distinct parcel, you must comply with the procedure in Section 653B(3) of the Corporations Act. If, for the purposes of complying with that procedure, you require additional copies of this Bidder's Statement and/or the Acceptance Form, please call ALA on +61 8 9388 9968 to request those additional copies.
- f) This Offer is not registered in any jurisdiction outside Australia (unless an applicable foreign law treats it as registered as a result of the Bidder's Statement being lodged with ASIC). The Offer is not registered in New Zealand, but is being made in New Zealand pursuant to the Securities Act (Overseas Companies) Exemption Notice 2013. It is your sole responsibility to satisfy yourself that you are permitted by any foreign law applicable to you to accept this Offer and to comply with any other necessary formality and to obtain any necessary governmental or other consents.
- g) If Your TSP Ordinary Shares are registered in the name of a broker, investment dealer, bank, trust company or other nominee you should contact that nominee for assistance in accepting this Offer.

4. How to Accept this Offer

- a) Subject to Section 3.e) of this Annexure A, you may only accept this Offer in respect of all (and not a lesser number) of Your TSP Ordinary Shares. For example, if you have 10,000 TSP Ordinary Shares and you wish to accept the Offer, you may only accept this Offer in respect of 10,000 TSP Ordinary Shares.
- b) You may accept this Offer at any time during the Offer Period.
- c) To accept this Offer for TSP Ordinary Shares held in your name on TSP's register, you must:
 - i) complete and sign the Acceptance Form in accordance with the terms of this Offer and the instructions on the Acceptance Form; and
 - ii) ensure that the Acceptance Form (including any documents required by the terms of this Offer and the instructions on the Acceptance Form) is received before the end of the Offer Period, at the address shown on the Acceptance Form.

Acceptance Form and Other Documents

- a) The Ordinary Share Acceptance Form forms part of the Offer. The requirements on the Ordinary Share Acceptance Form must be observed in accepting the Offer.
- b) For your acceptance to be valid you must ensure that your Ordinary Share Acceptance Form (including any documents required by the terms of this Offer and

the instructions on the Ordinary Share Acceptance Form) are posted or delivered in sufficient time for it to be received by ALA at the address shown on the Ordinary Share Acceptance Form before the end of the Offer Period.

- c) The postage and transmission of the Acceptance Form and other documents is at your own risk.
- d) When accepting the Offer, you must also forward for inspection:
 - i) if the Ordinary Share Acceptance Form is executed by an attorney, a certified copy of the power of attorney; and
 - ii) if the Ordinary Share Acceptance Form is executed by the executor of a will or the administrator of the estate of a deceased TSP Ordinary Shareholder, the relevant grant of probate or letters of administration.
- e) When accepting the Offer, you must also provide a duly executed copy of the restriction agreement (which will be provided to you by the Company) in respect of some or all of your ALA Consideration Securities as required by ASX.

5. Validity of Acceptances

- a) Subject to this Section 5 of this Annexure A, your acceptance of the Offer will not be valid unless it is made in accordance with the procedures set out in Section 4 of this Annexure A.
- b) ALA will determine, in its sole discretion, all questions as to the form of documents, eligibility to accept the Offer and time of receipt of an acceptance of the Offer. ALA is not required to communicate with you prior to or after making this determination. The determination of ALA will be final and binding on all parties.
- c) Notwithstanding Section 4 of this Annexure A, ALA may at any time in its sole discretion:
 - i) deem any Ordinary Share Acceptance Form it receives to be a valid acceptance notwithstanding that one or more of the other requirements for a valid acceptance have not been complied with and without further communication to you; and
 - ii) where you have satisfied the requirements for acceptance in respect of only some of your TSP Ordinary Shares, ALA may, in its sole discretion, regard the Offer to be accepted in respect of those of Your TSP Ordinary Shares but not the remainder.
- d) In respect of any part of an acceptance treated by it as valid, ALA will provide you with the relevant consideration in accordance with Section 1 of this Annexure A, and the exercise of ALA's rights under Section 5.c) of this Annexure A will be conclusive and only evidenced by its so doing. The payment of consideration in accordance with the Offer may be delayed until any irregularity has been resolved or waived and any other documents required to procure registration have been received by ALA.
- e) This Section is not a condition of this Offer.

6. The Effect of Acceptance

- a) Once you have accepted this Offer, you will be unable to revoke your acceptance and the contract resulting from your acceptance will be binding on you. In addition, you will be unable to withdraw your acceptance of the Offer or otherwise dispose of Your TSP Ordinary Shares, except as follows:
 - i) if, by the times specified in Section 6.b) of this Annexure A, the Conditions in Section 8.a) of this Annexure A have not all been fulfilled or waived, the Offer will automatically terminate and you will retain Your TSP Ordinary Shares; or

- ii) if the Offer is varied in accordance with the Corporations Act in a way that postpones for more than one month the time when ALA has to meet its obligations under the Offer, and, at the time, the Offer is subject to one or more of the Conditions in Section 8.a) of this Annexure A, you may be able to withdraw your acceptance in accordance with Section 650E of the Corporations Act.
- b) The relevant times for the purposes of Section 6.a) of this Annexure A are:
 - i) in relation to the Condition that relates only to the happening of an event or circumstance referred to in Section 652C(1) or (2) of the Corporations Act in relation to TSP, the end of the third business day after the end of the Offer Period; and
 - ii) in relation to all other conditions in Section 8.a) of this Annexure A, the end of the Offer Period.
- c) By following the procedures described in Section 4 of this Annexure A, you will be deemed to have:
 - i) accepted this Offer (and any variation to it) in respect of Your TSP Ordinary Shares and agreed to sell all of Your TSP Ordinary Shares to ALA, regardless of the number of TSP Ordinary Shares specified in the Ordinary Share Acceptance Form;
 - ii) agreed to the terms of the Offer and, subject to the Conditions contained in Section 8.a) of this Annexure A being fulfilled or waived, agreed to transfer to ALA all of Your TSP Ordinary Shares and all of the Rights attached to those TSP Ordinary Shares in accordance with the terms of the Offer;
 - iii) agreed to accept the consideration being offered by ALA and have authorised ALA to place your name on its register of shareholders in respect of ALA Shares offered by ALA as consideration, and agreed to be bound by the Constitution of ALA.
 - iv) irrevocably authorised ALA (and any director, secretary, nominee or agent of ALA) to alter the Ordinary Share Acceptance Form on your behalf by completing any blanks and correcting any errors in, or omissions from, the Ordinary Share Acceptance Form as may be necessary:
 - (A) to make the Ordinary Share Acceptance Form an effective acceptance of this Offer; and/or
 - (B) to enable registration of the transfer to ALA of Your TSP Ordinary Shares;
 - v) irrevocably authorised and directed TSP to pay to ALA or to account to ALA for all Rights which are declared, paid or which arise or accrue after the date of this Offer in respect of Your TSP Ordinary Shares (subject to ALA accounting to you for any such Rights received by it if your acceptance of this Offer is validly withdrawn pursuant to Section 650E of the Corporations Act or the contract resulting from that acceptance becomes void);
 - vi) represented and warranted to ALA that:
 - (A) ALA will acquire good title to and beneficial ownership of all of Your TSP Ordinary Shares free from all mortgages, charges, liens, encumbrances (whether legal or equitable) and other third party interests of any kind and free from restrictions on transfer of any nature (whether legal or otherwise);
 - (B) you have paid TSP all amounts which are due in respect of Your TSP Ordinary Shares;
 - (C) all of Your TSP Ordinary Shares are fully paid; and

- (D) you have full power and capacity to accept the Offer and to sell and transfer the legal and beneficial ownership of Your TSP Ordinary Shares (together with all Rights attached to them) to ALA;
- vii) agreed to accept the ALA Shares to which you become entitled by accepting this Offer subject to the Constitution and the terms of issue of the ALA Shares and to have authorised ALA to place your name on its register of shareholders as the holder of the ALA Shares issued to you under the Offer;
- viii) represented and warranted to ALA that the making by ALA to you, and your acceptance, of this Offer is lawful under any Foreign Law which applies to you, to the making of this Offer, and to your acceptance of this Offer;
- ix) with effect from the later of acceptance of the Offer and the date that any contract resulting from that acceptance becomes, or is declared, Unconditional, irrevocably appointed ALA and each of its directors, secretaries and other officers from time to time severally as your agent and true and lawful attorney, with power to do all things which you could lawfully do concerning Your TSP Ordinary Shares or in exercise of any right or power derived from the holding of Your TSP Ordinary Shares including, without limitation:
 - (A) attend and vote in respect of Your TSP Ordinary Shares at any and all meetings of TSP;
 - (B) requisition or join with other holders of TSP Ordinary Shares in requisitioning and/or convening a meeting of the members of TSP;
 - (C) demand a poll for any vote to be taken at any meeting of TSP Ordinary Shareholders;
 - (D) propose or second any resolutions to be considered at any, and all meetings of TSP Ordinary Shareholders;
 - (E) execute all forms, transfers, assignments, notices, instruments (including instruments appointing a director of ALA as a proxy in respect of all or any of Your TSP Ordinary Shares and a transfer form for Your TSP Ordinary Shares), proxies, consents, agreements and resolutions relating to Your TSP Ordinary Shares;
 - (F) request TSP to register in the name of ALA or its nominee Your TSP Ordinary Shares which you hold on any register of TSP; and
 - (G) do all things incidental or ancillary to the foregoing,

and to have agreed that in exercising the powers conferred by that power of attorney, the attorney shall be entitled to act in the interests of ALA as the beneficial owner and intended registered holder of Your TSP Ordinary Shares in respect of which you have accepted this Offer and to have further agreed to do all such acts, matters and things that ALA may require to give effect to the matters the subject of this paragraph (including the execution of a written form of proxy to the same effect as this paragraph which complies in all respects with the requirements of the Constitution of TSP) if requested by ALA;
- x) with effect from the later of acceptance of the Offer and the date that any contract resulting from that acceptance becomes, or is declared Unconditional, agreed not to attend or vote in person, by proxy, or otherwise at any general meeting of TSP or at any Court convened meeting of TSP or to exercise (or purport to exercise) in person, by proxy or otherwise, any of the powers conferred on ALA and the directors, secretaries and other officers of ALA by Section 6.c)ix) of this Annexure A;

- xi) irrevocably authorised ALA to notify TSP on your behalf that your place of address for the purposes of serving notices in respect of Your TSP Ordinary Shares is the address specified by ALA in the notification;
- xii) represented and warranted to ALA that, unless you have notified it in accordance with Section 3.e) of this Annexure A, Your TSP Ordinary Shares do not consist of a separate parcel of shares;
- xiii) agreed to indemnify ALA in respect of any claim or action against it or any loss, damage or liability whatsoever incurred by it as a result of you not producing your share certificate or in consequence of the transfer of Your TSP Ordinary Shares to ALA being registered by TSP without production of your share certificate for Your TSP Ordinary Shares;
- xiv) agreed, subject to the conditions of this Offer in Section 8.a) of this Annexure A being fulfilled or freed, to execute all such documents, transfers and assurances, and do all such acts, matters and things that ALA may consider necessary or desirable to convey Your TSP Ordinary Shares registered in your name and Rights to ALA; and
- xv) if you are located in the United States, certified to ALA that:
 - (A) you are acquiring the ALA Consideration Securities for your own account with the present intention of holding the ALA Consideration Securities for the purpose of investment and not with the intention of selling the ALA Consideration Securities in a public distribution in violation of the U.S. federal securities laws or any applicable state securities laws;
 - (B) you understand that:
 - a. no U.S. federal or state securities commission has recommended nor considered the merits of any investment in ALA Consideration Securities;
 - b. the Offer and the ALA Consideration Securities have not been registered under the U.S. Securities Act of 1933 (the **Securities Act**) or the securities laws of any state; and
 - c. the ALA Consideration Securities will constitute "restricted securities" with the meaning of Rule 144 under the Securities Act and, as such, cannot be transferred or resold unless they are (i) registered under the Securities Act; (ii) transferred or sold in a transaction exempt from registration under the Securities Act and applicable state securities laws; or (iii) sold outside the United States in compliance with Regulation S under the Securities Act, including in regular way transactions on ASX if neither you nor any person acting on your behalf knows, or has reason to know, that the sale has been prearranged with a person in the United States;
 - (C) you:
 - a. are knowledgeable in relation to the business of the Company and capable of evaluating the merits and risks of an investment in the ALA Consideration Securities, including income tax consequences of acquiring, owning and disposing of the ALA Consideration Securities;
 - b. have been afforded access to information about the Shares, the Company's financial condition, results of operations, business, property, management and prospects sufficient to enable him to invest in the ALA Consideration Securities (including reviewing this Bidder's Statement and other information that the Company has filed with ASX);

- c. understand that the acquisition of ALA Consideration Securities involves financial risks;
 - d. are able to bear the economic risk of an investment in ALA Consideration Securities for an indefinite period of time; and
 - e. are not subscribing for ALA Consideration Securities as a result of any "general solicitation" or "general advertising" (within the meaning of Rule 502(c) under the Securities Act).
- d) If you (or any person for whom you are acquiring the ALA Shares) are in Canada (Ontario only), you (and any such person):
- (D) are entitled under applicable provincial securities laws to acquire the ALA Shares without the benefit of a prospectus qualified under those securities laws;
 - (E) are an "accredited investor" as defined in National Instrument 45-106 – *Prospectus and Registration Exemptions* ("NI 45-106") and, if relying on subsection (m) of the definition of that term, are not a person created or being used solely to acquire or hold securities as an accredited investor;
 - (F) are acquiring the ALA Shares as principal for your own account or such other accredited investor's account or are deemed to be acquiring the ALA Shares as principal by applicable law;
 - (G) confirm that the offer of ALA Shares was not made through an advertisement of the ALA Shares in any printed media of general and regular paid circulation, radio, television or telecommunications, including electronic display or any other form of advertising, in Canada;
 - (H) understand that ALA is not required and does not intend to file a Canadian prospectus or similar document and that any resale of the ALA Shares must be in accordance with applicable Canadian securities legislation, which may require resales to be made in accordance with exemptions from dealer registration and prospectus requirements;
 - (I) acknowledge that any certificate, holding statement or allotment confirmation notice, as the case may be, confirming the issuance of the ALA Shares may bear the following legend: "Unless permitted under securities legislation, the holder of this security must not trade the security before the date that is four months and one day after the later of (i) [*the settlement date*] and (ii) the date the issuer became a reporting issuer in any province or territory of Canada.";
 - (J) confirm that:
 - a. you have been notified by ALA that:
 - (i) ALA may be required to provide personal information pertaining to you as required to be disclosed in Schedule I of Form 45-106F1 under NI 45-106 (including your name, address, telephone number and the number and value of any ALA Shares ("personal information"), which Form 45-106F1 may be required to be filed by ALA under NI 45-106;
 - (ii) such personal information may be delivered to the Ontario Securities Commission (the "OSC") in accordance with NI 45-106;
 - (iii) such personal information is collected indirectly by the OSC under the authority granted to it under the securities legislation of Ontario;
 - (iv) such personal information is collected for the purposes of the administration and enforcement of the securities legislation of Ontario;

(v) the public official in Ontario who can answer questions about the OSC's indirect collection of such personal information is the Administrative Support Clerk at the OSC, Suite 1903, Box 55, 20 Queen Street West, Toronto, Ontario, Canada M5H 3S8, Telephone: +1 416 593 3684;

- b. you authorize the indirect collection of the personal information by the OSC and any other relevant Canadian securities regulatory authority; and
 - c. acknowledge that your name, address, telephone number and other specified information, including the number of ALA Shares you have purchased and the aggregate purchase price paid, may be disclosed to other Canadian securities regulatory authorities and may become available to the public in accordance with the requirements of applicable Canadian laws, and that by purchasing the ALA Shares, you consent to the disclosure of such information;
- (K) confirm that, to the best of your knowledge, none of the funds to be provided by you or on your behalf to ALA or its agents are being tendered on behalf of a person or entity who is unknown to you;
- (L) confirm that none of the funds being used to purchase the ALA Shares are, to your knowledge, proceeds obtained or derived, directly or indirectly, as a result of illegal activities and that:
- a. the funds being used to purchase the ALA Shares and advanced by your or on your behalf to ALA or its agents do not represent proceeds of crime for the purpose of the Proceeds of Crime (Money Laundering) Act (Canada) (the "PCMLA");
 - b. you are not a person or entity identified in the *Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism*, the *United Nations Al-Qaida and Taliban Regulations*, the *Regulations Implementing the United Nations Resolution on the Democratic People's Republic of Korea*, the *Regulations Implementing the United Nations Resolution on Iran*, the *United Nations Côte d'Ivoire Regulations*, the *United Nations Democratic Republic of Congo Regulations*, the *Regulation Implementing the United Nations Resolution on Liberia*, the *Regulation Implementing the United Nations Resolution on Libya and Taking Special Economic Measures*, the *Regulation Implementing the United Nations Resolution on Eritrea*, the *Regulation Implementing the United Nations Resolution on Somalia*, the *United Nations Sudan Regulations*, the *Special Economic Measures (Zimbabwe) Regulations*, the *Special Economic Measures (Iran) Regulations*, the *Special Economic Measures (Syria) Regulations* or the *Special Economic Measures (Burma) Regulations* (collectively, the "Trade Sanctions"); and

acknowledge that ALA or its agents may in the future be required by law to disclose your name and other information relating to you and any purchase of the ALA Shares, on a confidential basis, pursuant to the PCMLA, the Criminal Code (Canada) and the Trade Sanctions.

- e) If you are in the People's Republic of China, you are a "qualified domestic institutional investor" as approved by the relevant PRC regulatory authorities to invest in overseas capital markets.
- f) The representations, warranties, undertakings and authorities referred to in this Section 6 of this Annexure A will remain in force after you receive the consideration

for Your TSP Ordinary Shares and after ALA becomes registered as the holder of them.

7. Payment of Consideration

- a) Subject to the terms of this Offer and the Corporations Act, ALA will provide the consideration for Your TSP Ordinary Shares on or before the earlier of:
 - i) one month after the date of your acceptance or, if this Offer is subject to a defeating condition when you accept this Offer, within one month after this Offer becomes Unconditional; and
 - ii) 21 days after the end of the Offer Period.
- b) Under no circumstances will interest be paid on the consideration to which you are entitled to under the Offer, regardless of any delay in providing the consideration or any extension of the Offer.
- c) Where the Ordinary Share Acceptance Form requires an additional document to be given with your acceptance (such as a power of attorney):
 - i) if that document is given with your acceptance, ALA will provide the consideration in accordance with Section 7.a) of this Annexure A;
 - ii) if that document is given after your acceptance and before the end of the Offer Period while this Offer is subject to a Condition, ALA will provide the consideration due to you on or before the earlier of:
 - iii) one month after this Offer becomes Unconditional; or
 - iv) 21 days after the end of the Offer Period;
 - v) if that document is given after your acceptance and before the end of the Offer Period while this Offer is not subject to a Condition, ALA will provide the consideration due to you on or before the earlier of:
 - vi) one month after that document is given to ALA; and
 - vii) 21 days after the end of the Offer Period; and
 - viii) if that document is given after the end of the Offer Period, and the Offer is not subject to a Condition, ALA will provide the consideration within 21 days after that document is given. However, if at the time the document is given, the Offer is still subject to a Condition that relates only to the happening of an event or circumstance referred to in section 652C(1) or (2) of the Corporations Act in relation to TSP, ALA will provide the consideration due to you within 21 days after the Offer becomes Unconditional.
- d) The obligation of ALA to allot and issue any ALA Shares to which you are entitled under the Offer will be satisfied by:
 - i) entering your name on the register of members of ALA; and
 - ii) dispatching or procuring the dispatch to you by pre-paid post to your last recorded address on the most recent copy of TSP's register of members after the Offer goes Unconditional, a uncertificated holding statement in your name. If Your TSP Ordinary Shares are held in a joint name, an uncertificated holding statement will be issued in the name of the joint holders, and forwarded to the last recorded address on the most recent copy of TSP's register of members.
- e) If, at the time you accept the Offer, any of the following:
 - i) Banking (Foreign Exchange) Regulations 1959 (Cth);
 - ii) Charter of the United Nations (Dealing with Assets) Regulations 2008 (Cth);

- iii) Charter of the United Nations (Sanctions – Al-Qaida and the Taliban) Regulations 2008 (Cth);
- iv) Charter of the United Nations (Sanctions - Iraq) Regulations 2008 (Cth); or
- v) any other law of Australia,

require that an authority, clearance or approval of the Reserve Bank of Australia, the Australian Taxation Office or any other government authority be obtained before you receive any consideration for Your TSP Ordinary Shares, or would make it unlawful for ALA to provide any consideration to you for Your TSP Ordinary Shares, you will not be entitled to receive any consideration for Your TSP Ordinary Shares until all requisite authorities, clearances or approvals have been received by ALA. In such circumstances, for tax purposes, acceptance of the Offer should not create in (or transfer to) you a right to receive any consideration from ALA until the required regulatory approval is obtained.

8. Conditions of this Offer

- a) Subject to Sections 8.b) and 8.c) of this Annexure A, the Offer and any contract that results from acceptance of the Offer is subject to the fulfilment of the following conditions:

- i) Approval of Essential Resolutions

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

- ii) Prospectus Offer

The Prospectus Offer closes and, as at the close of the Prospectus Offer, ALA receives or becomes entitled to receive, in immediately available funds, gross proceeds of no less than \$1,000 (before the costs of the Prospectus Offer) as a result of subscriptions made under the Prospectus Offer.

- iii) Minimum acceptance

On or before the end of the Offer Period, ALA has a relevant interest in at least 90% of the TSP Ordinary Shares then on issue and is entitled to proceed to compulsory acquisition of all outstanding TSP Ordinary Shares under the Corporations Act.

- iv) ASX consent to re-quotation

ALA receives from ASX written confirmation that ASX will terminate the suspension of ALA Ordinary Shares from quotation, 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.

- v) Conversion or Cancellation of Options

All TSP Options (other than the 464 TSP Options (A Class)) being validly converted into issued TSP Ordinary Shares or otherwise cancelled as soon as possible and in any event before the end of the Offer Period.

- vi) Successful completion of the TSP Capital Raising

TSP raising and receiving valid applications from existing shareholders, underwriters or other third parties for not less than A\$2 million under the TSP Capital Raising at an issue price of not less than A\$19.81 per TSP Share and issuing all such TSP Shares applied for under the TSP Capital Raising (this condition has been satisfied via the completion of the TSP Capital Raising on 16 March 2016).

vii) Regulatory approvals

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

- (A) the Offer to be lawfully made to and accepted by the Shareholders;
- (B) the transactions contemplated by this Bidder's Statement to be completed; and
- (C) TSP to be in material compliance with each of its and its subsidiaries' contracts, permits, licences and other agreements,

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.

viii) No regulatory action and consents

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

- (A) there is not in effect any preliminary or final decision, order or decree issued by any Government Agency;
- (B) no action or investigation is announced, commenced or threatened by any Government Agency; and
- (C) no application is made to any Government Agency (other than by ALA or any associate of ALA),

in consequence of or in connection with the Offer (other than an application to, or a decision or order of, ASIC or the Takeovers Panel in exercise of the powers and discretions conferred by the Corporations Act) which restrains, prohibits or impedes, or threatens to restrain, prohibit or impede, or materially impact upon, the making of the Offer and the completion of any transaction contemplated by the Bidder's Statement or which requires the divestiture by ALA of any TSP Shares or any material assets of TSP or any subsidiary of TSP.

ix) Material Adverse Change

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

x) Capital Expenditures

Between the Announcement Date and the end of the Offer Period (each inclusive), TSP does not incur or commit to incur an amount of capital expenditure in excess of \$50,000 other than:

- (A) capital expenditure incurred on existing projects in which TSP has an interest as at the Announcement Date; or
- (B) capital expenditure in the day to day operating activities of the business of TSP and its subsidiaries conducted in the same manner as before the Announcement Date.

xi) No litigation on foot or pending

Between the Announcement Date and the end of the Offer Period (each inclusive), no litigation against TSP which may reasonably result in a judgment of \$50,000 or more is commenced, is threatened to be commenced, is announced, or is made known to ALA (whether or not becoming public) or TSP, other than that which is in the public domain as at the Announcement Date.

xii) Equal Access

Between the Announcement Date and the end of the Offer Period (each inclusive), TSP promptly, and in any event within two Business Days, providing to ALA all information that is not generally available (within the meaning of the Corporations Act) relating to TSP or any of its subsidiaries, or their respective assets, liabilities or operations, that has been provided by TSP or any of its directors, officers, agents or representatives to any person other than ALA, other than in the ordinary course of ordinary business, for the purposes of soliciting, encouraging or facilitating any proposal with respect to:

- (A) a takeover bid for, or scheme of arrangement proposed by, TSP, under the Corporations Act;
- (B) the acquisition by that person or an associate of substantially all the assets and operations of TSP; or
- (C) any transaction having a similar economic effect.

xiii) No prescribed occurrences

Between the Announcement Date and the date three Business Days after the end of the Offer Period (each inclusive), no Prescribed Occurrence occurs.

xiv) No distributions

Between the Announcement Date and the end of the Offer Period (each inclusive), TSP does not announce, make, declare or pay any distribution (whether by way of dividend, capital reduction or otherwise and whether in cash or in specie).

xv) Escrow

Each TSP Shareholder entering into such form of restriction agreement in respect of ALA Consideration Securities issued to them on completion of the Offer (as applicable) as ASX may require.

- b) Each condition in Section 8.a) of this Annexure A is a separate, several and distinct condition, operates as a condition subsequent and is for the benefit of ALA alone and may only be relied upon by ALA.
- c) All the conditions in Section 8.a) of this Annexure A are conditions subsequent. The non-fulfilment of any condition subsequent does not, until the end of the Offer Period (or in the case of any Condition that relates only to the happening of an event or circumstance referred to in Section 652C(1) or (2) of the Corporations Act, the end of the third business day after the end of the Offer Period), prevent a contract to sell Your TSP Ordinary Shares from arising, but entitles ALA by written notice to you, to rescind the contract resulting from your acceptance of this Offer.

9. Freeing the Offer of Conditions

- a) Subject to Section 9.b) of this Annexure A, ALA may free this Offer, and any contract resulting from its acceptance, from all or any of the Conditions in Section 8.a) of this Annexure A at its sole and absolute discretion by giving notice to TSP declaring the Offer to be free from the relevant conditions specified in accordance with Section 650F of the Corporations Act.
- b) ALA may only waive the Essential Conditions with the prior written consent of TSP (such consent not to be unreasonably withheld or delayed).
- c) If, at the end of the Offer Period (or in the case of any Condition that relates only to the happening of an event or circumstance referred to in Section 652C(1) or (2) of the Corporations Act, the end of the third business day after the end of the Offer Period) the Conditions in Section 8.a) of this Annexure A have not been fulfilled and

ALA has not declared the Offer (or it has not become) free from those Conditions, all contracts resulting from the acceptance of the Offer will be automatically void.

- d) Subject to the provisions of the Corporations Act, ALA alone will be entitled to the benefit of the Conditions in Section 8.a) of this Annexure A and any breach or non-fulfilment thereof may be relied upon only by ALA.

10. Notice of Status of Conditions

The date for giving the notice on the status of the Conditions required by Section 630(1) of the Corporations Act is 10 April 2016, subject to extension in accordance with 630(2) if the Offer Period is extended.

11. Quotation

- a) An application will be made within 7 days after the start of the Bid Period to ASX for the granting of quotation of the ALA Shares to be issued in accordance with the Offer. However, quotation is not granted automatically on application.
- b) Pursuant to the Corporations Act, this Offer is subject to a condition that quotation is made for quotation of the ALA Shares to be issued pursuant to the Offer in accordance with Section 11.a) of this Annexure A and permission for quotation by ASX (as the circumstances require) of the ALA Shares to be issued pursuant to the Offer being granted no later than 7 days after the end of the Bid Period.

12. Withdrawal of Offer

ALA may withdraw this Offer with the consent in writing of ASIC (which consent may be given subject to such conditions, if any, as are imposed by ASIC). If ASIC gives such consent, ALA will give notice of the withdrawal to ASX and to TSP and comply with any other conditions imposed by ASIC.

13. Variation

ALA may vary this Offer in accordance with the Corporations Act at its sole and absolute discretion.

14. Stamp Duty or Other Costs

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

15. Governing Law

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

16. Date of Offer

This Offer is dated 17 March 2016.

Annexure B – ALA's ASX Announcements

ALA has lodged the following announcements with ASX since 29 September 2015 being the date on which the most recent audited financial statements of ALA for the year ended 30 June 2015 were lodged with ASX:

Date Lodged	Description of Announcement
03/03/2016	Search Party Signs Strategic US Partnership
24/02/2016	Search Party Launches 'Ready to Move'
19/02/2016	Half Year Report and Accounts
19/02/2016	\$7.21M Oversubscribed Capital Raising
17/02/2016	Trading Halt
16/02/2016	Search Party Partnership with CVCheck in Australia
11/02/2016	Search Party Data Scientist to Deliver Keynote at Data Forum
09/02/2016	Search Party Secure Over 80 New Employers at HRP Conference
04/02/2016	Appendix 3B
04/02/2016	Record Breaking Quarterly Results for Search Party
04/02/2016	Search Party Roadshow Presentation
02/02/2016	Appendix 3B
27/01/2016	Company Update - December 2015 quarter
27/01/2016	Appendix 4C - quarterly
25/01/2016	Change of Director's Interest Notice
21/01/2016	Revised - Acquisition of The Search Party
20/01/2016	Appendix 3B
20/01/2016	Search Party Presentation
20/01/2016	Acquisition of The Search Party
18/01/2016	Trading Halt
18/12/2015	Appendix 3B- Release of escrow shares
17/12/2015	Investment in The Search Party Pty Ltd
10/12/2015	Corporate Governance Statement
08/12/2015	Release of shares from escrow
08/12/2015	Response to ASX Query - Aware Query
07/12/2015	No Shop/No Talk Agreement executed with The Search Party
07/12/2015	Trading Halt
11/11/2015	Change of Director's Interest Notice
10/11/2015	Change of Director's Interest Notice
09/11/2015	Appendix 3B
04/11/2015	Results of Meeting
02/11/2015	Change of Director's Interest Notice
30/10/2015	Change of Director's Interest Notice
23/10/2015	Change of Director's Interest Notice
19/10/2015	Company Update - September 2015 quarter
19/10/2015	Appendix 4C - quarterly
09/10/2015	Notice of Annual General Meeting/Proxy Form
29/09/2015	Appendix 4G Corporate Governance
29/09/2015	Annual Report to shareholders

Annexure C – TSP Options

Class	Number
Options issued under the TSP's Employee Option Plan Rules to acquire a TSP Ordinary Share, exercise price \$11.88 (TSP Options (ESOP))	206,234
Options to acquire a TSP Ordinary Share, exercise price \$215.20, expiry date 10 July 2022 (TSP Options (A Class))	464

Annexure D – Terms and Conditions of TSP Options

1. TSP Options (ESOP)

Terms of the TSP Options for TSP employees (excluding for the Chief Marketing Officer, the Chief Technology Officer and the Chief Executive Officer)

Grant Date	9 October 2015
Start Date	Grant Date
Issue Price	Nil, issued under TSP ESOP
Number of Options	22,383 Subject to satisfaction of all relevant vesting conditions, upon exercise, each Option entitles the holder to acquire one ordinary share in the capital of the Company (Share).
Exercise Price	\$11.88 per Option.
Vesting dates and vesting conditions	<ul style="list-style-type: none"> • Provided the employee remains employed or engaged by a Group Company, Options vest: • in respect of 1/3 of the Options the subject of an offer, on the date which is 12 months after the Start Date; and • in respect of the remaining 2/3 of the Options the subject of an offer, on a monthly basis over the 2 year period commencing on the first anniversary of the Start Date (i.e. 1/24th of the remaining Options vest at the end of each month commencing on the first anniversary of the Start Date).

Terms of TSP Options held by Chief Marketing Officer

Grant Date	9 October 2015
Start Date	9 February 2015
Issue Price	Nil, issued under ESOP
Number of Options	9,874 Subject to satisfaction of all relevant vesting conditions, upon exercise, each Option entitles the holder to acquire one ordinary share in the capital of the Company (Share).
Exercise Price	\$11.88 per Option.
Vesting dates and vesting conditions	<ul style="list-style-type: none"> • Provided the employee remains employed or engaged by a Group Company, Options vest: • in respect of 1/3 of the Options the subject of an offer, on the date which is 12 months after the Start Date; and • in respect of the remaining 2/3 of the Options the subject of an offer, on a monthly basis over the 2 year period commencing on the first anniversary of the Start Date (i.e. 1/24th of the remaining Options vest at the end of each month commencing on the first anniversary of the Start Date).

Terms of TSP Options held by CTO and CEO

Grant Date	9 October 2015
Start Date	Grant Date
Issue Price	Nil, issued under ESOP.
Number of Options	173,977 Subject satisfaction of all relevant vesting conditions, upon exercise, each Option entitles the holder to acquire one ordinary share in the capital of the Company (Share).
Exercise Price	\$11.88 per Option.
Vesting dates and vesting conditions	See Table below

EMPLOYEE	DATE		GRANT DATE				
	OPTIONS	APPROVED					
Chief Executive Officer	42,500	30/03/2015	9/10/2015	No. Vesting	Exercise Price		Vesting
				14,167	\$ 11.88	Grant Date	
				14,167	\$ 11.88	\$60,000,000 Valuation	
				14,166	\$ 11.88	\$160,000,000 Valuation	
	56,308	25/08/2015	9/10/2015	No. Vesting	Exercise Price		Vesting
				18,770	\$ 11.88	Grant Date	
				18,769	\$ 11.88	\$66.03 per Ord Share	
				18,769	\$ 11.88	\$132.05 per Ord Share	
					14,000	This number of Options will be reversed from the first vesting for each calendar month that the Board concludes there was a cash shortfall prior to 31 March 16	
			Total	98,808			

EMPLOYEE	OPTIONS	DATE		GRANT DATE	No. Vesting	Exercise Price	Vesting
		APPROVED					
Chief Technology Officer	30,000	30/03/2015	9/10/2015		10,000	\$ 11.88	Grant Date
					10,000	\$ 11.88	\$60,000,000 Valuation
					10,000	\$ 11.88	\$160,000,000 Valuation
	45,169	25/08/2015	9/10/2015		15,057	\$ 11.88	Grant Date
					15,056	\$ 11.88	\$66.03 per Ord Share
					15,056	\$ 11.88	\$132.05 per Ord Share
					14,000		This number of Options will be reversed from the first vesting for each calendar month that the Board concludes there was a cash shortfall prior to 31 March 16

2. TSP Options (A Class)

On 10 July 2012, the Company issued 930 options on the following terms:

- Each option entitled the holder to subscribe for one share;
- Exercise price of \$215.20 per share; and
- Expiry date of 10 July 2022.

On 1 February 2016, 466 of these options were cancelled.

464 of these options remain on issue.

3. Private Treaty Offer

Number of TSP Options (A Class)	Consideration Offered under Private Treaty Offer
464	91,918 unlisted ALA Options exercisable at \$1.08 on or before 10 July 2022 (the above number of ALA Options is based on 198.1 ALA Shares for every 1 TSP Option (A Class))