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fax

**Form 603: Notice of initial substantial holder in SurfStitch Group
Limited ACN 602 288 004**

From Jacqueline Pollard 18 December 2014
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Pages 32 (including cover sheet)

To ASX Market Announcements Office
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Form 603
Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme SurfStitch Group Limited

ACN/ARSN 602 288 004

1. Details of substantial holder (1)

Name Lex Ward Pedersen

ACN/ARSN (if applicable) _____

The holder became a substantial holder on 16/12/2014

2. Details of voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Ordinary	16,397,223	16,397,223	7.66%

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Lex Ward Pedersen	Relevant interest under 608(1)(a) or 608(1)(b) or 608(1)(c) of the Corporations Act 2001 (Cth)	6,200,000 ordinary shares
Lex Ward Pedersen	Relevant interest under 608(3)(a) of the Corporations Act 2001 (Cth)	10,197,223 ordinary shares

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Lex Ward Pedersen	Lex Ward Pedersen as trustee for the Stitch Family Trust	Lex Ward Pedersen as trustee for the Stitch Family Trust	5,000,000 ordinary shares
Lex Ward Pedersen	Online Brands as trustee for the Dotcomsurfwear Unit Trust	Online Brands as trustee for the Dotcomsurfwear Unit Trust	10,197,223 ordinary shares
Lex Ward Pedersen	Pacific Custodians Pty Limited (ACN 009 682 866) as trustee for the trust established by the Trust Deed for SurfStitch Group Limited and SurfStitch Holdings Pty Limited equity incentive plans executed on 26 November 2014	Pacific Custodians Pty Limited (ACN 009 682 866) as trustee for the trust established by the Trust Deed for SurfStitch Group Limited and SurfStitch Holdings Pty Limited equity incentive plans executed on 26 November 2014	1,200,000 ordinary shares

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)	Class and number of securities
Lex Ward Pedersen	15/12/2014	The sale of 5,000,000 ordinary shares in SurfStitch Holdings Pty Limited (ACN 601 114 603) pursuant to the Implementation Deed dated 27 November 2014.	5,000,000 ordinary shares

Lex Ward Pedersen	15/12/2014	The sale of 10,197,223 ordinary shares in SurfStitch Holdings Pty Limited (ACN 601 114 603) pursuant to the Implementation Deed dated 27 November 2014.	10,197,223 ordinary shares
Lex Ward Pedersen	15/12/2014	The sale of 1,200,000 ordinary shares in SurfStitch Holdings Pty Limited (ACN 601 114 603) pursuant to the Implementation Deed dated 27 November 2014.	1,200,000 ordinary shares

6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

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

7. Addresses

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

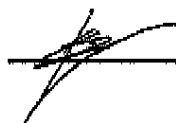
Name	Address
Lex Ward Pedersen as trustee for the Stitch Family Trust	4 Yachtview Avenue, Newport, New South Wales, 2108
Lex Ward Pedersen	4 Yachtview Avenue, Newport, New South Wales, 2108
Online Brands Pty Limited as trustee for the Dolcomsurfwear Unit Trust	C/- Pitcher Partners, Level 19, 15 William Street, Melbourne, Victoria, 3000
Pacific Custodians Pty Limited (ACN 009 662 666)	Level 12, 680 George Street, Sydney, New South Wales, Victoria

Signature

print name Lex Ward Pedersen

capacity

sign here



date

18 12/14

DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 606 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.

- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
- (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).
- See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown."
- (9) Details of the consideration must include any and all benefits, moneys and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
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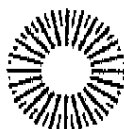
Deed Poll

Confidential

Project Occy - Implementation Deed Poll

SurfStitch Group Limited

SurfStitch Holdings Pty Ltd

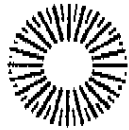


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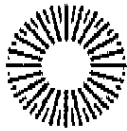
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Project Occy - Implementation Deed Poll

Deed Poll by:

FloatCo

SurfStitch Group Limited

ACN 602 288 004 of 225 Burleigh Connection Road, Burleigh
Heads QLD 4220.

Company

SurfStitch Holdings Pty Ltd

ACN 601 114 603 of 225 Burleigh Connection Road, Burleigh
Heads QLD 4220.

Date ▶

27/11/2014



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Deed Poll

1 Definitions

The meanings of the terms used in this deed are set out below.

Term	Meaning
Allotment Date	the date of issue of the FloatCo Shares under the Underwriting Agreement.
ASIC	the Australian Securities and Investments Commission.
Business Day	a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally in Sydney, New South Wales.
Capacity Warranties	<ol style="list-style-type: none"> 1 in respect of an Existing Owner that is a corporation, the warranties set out in section 1 of Schedule 3 other than section 1.3; and 2 in respect of an Existing Owner that is an individual, the warranties set out in section 1 of Schedule 3, other than sections 1.1(a) and 1.4.
Company	SurfStitch Holdings Pty Ltd ACN 601 114 603 of 225 Burleigh Connection Road, Burleigh Heads QLD 4220.
Company Shares	fully paid ordinary shares in the capital of the Company, and in respect of an Existing Owner, such number of such ordinary shares as are set out under the heading 'Company Shares' in Schedule 2 adjacent to its name.
Consideration Notification	the notification in Schedule 1 of the Shareholder Deed Poll, under which an Existing Owner elects to receive either cash or FloatCo Shares (or a combination of cash and FloatCo shares) as consideration for the sale of its Company Shares to FloatCo.
Due Diligence Committee	the due diligence committee formed in connection with the Offer and the preparation of the Prospectus.



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1 Definitions

Term	Meaning
Effective	the Underwriting Agreement has been executed by the Lead Manager and on the Settlement Date: <ol style="list-style-type: none"> the conditions precedent in the Underwriting Agreement have been satisfied or waived; the Underwriting Agreement has not been terminated by the Lead Manager and the Offer has not been withdrawn by FloatCo; and settlement has occurred under the Underwriting Agreement.
Encumbrance	a mortgage, charge, pledge, lien, encumbrance, security interest, title retention, preferential right, trust arrangement, contractual right of set-off, or any other security agreement or arrangement in favour of any person, whether registered or unregistered.
Escrow Shares	in respect of an Existing Owner, such number of FloatCo Shares as are set out under the heading 'Escrow Shares' in Schedule 2 adjacent to its name.
Existing Owners	those parties named as Existing Owners in Schedule 2.
FloatCo	SurfStitch Group Limited ACN 602 288 004 of 225 Burleigh Connection Road, Burleigh Heads QLD 4220.
FloatCo Share	a fully paid ordinary share in the capital of FloatCo.
FloatCo Subscription Shares	means, in respect of an Existing Owner, such a number of FloatCo Shares as are set out under the heading "FloatCo Subscription Shares" in Schedule 2 adjacent to its name.
GST	has the meaning given in the GST Act.
GST Act	the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
Lead Manager	J.P. Morgan Australia Limited ACN 002 888 011 of Level 19, 85 Castlereagh Street, Sydney NSW 2000.
Offer	the proposed initial public offering of ordinary shares in FloatCo as described in the Prospectus.



2 Company and FloatCo declarations and covenants

Term	Meaning
Offer Price	\$1.00 per FloatCo Share.
Prospectus	the disclosure document to be lodged with ASIC on or around 27 November 2014 by FloatCo in relation to the Offer, and any supplementary prospectus or replacement prospectus thereto.
Relevant Persons	each of the Existing Owners, the Company and FloatCo.
Registry	Link Market Services Limited ACN 083 214 537 of Level 12, 680 George Street, Sydney NSW 2000.
Regulatory Authority	<ol style="list-style-type: none"> 1 any government or local authority and any department, minister or agency of any government; and 2 any other authority, agency, commission or similar entity having powers or jurisdiction under any law or regulation or the listing rules of any recognised stock or securities exchange.
Settlement Date	the date on which the Lead Manager pays or procures payment to FloatCo of the proceeds of the Offer in accordance with clauses 6 and 7 of the Underwriting Agreement.
Shareholder Deed Poll	a deed poll executed, or to be executed, by an Existing Owner in relation to this Implementation Deed, including to transfer its Company Shares to FloatCo.
Title Warranties	the Warranties set out in section 2 of Schedule 3, other than when such warranties are given by a person acting in a trustee capacity whereby it will be deemed that no warranty as to beneficial ownership has been given.
Transfer Forms	the transfer forms relating to the Company Shares referred to in section 5(a).
Trustee Warranties	the Warranties set out in section 3 of Schedule 3.
Underwriting Agreement	the underwriting agreement executed by FloatCo and the Company and executed, or to be executed, by the Lead Manager which documents the terms and conditions on which the Lead Manager will manage and underwrite the Offer.



Term	Meaning
Warranties	the Capacity Warranties, the Title Warranties and the Trustee Warranties

2 Company and FloatCo declarations and covenants

Each of the Company and FloatCo irrevocably declares and covenants for the benefit of each Relevant Person that it will:

- (a) do all things, including give the acknowledgements and covenants contemplated to be done or given by it in this Implementation Deed in accordance with this Implementation Deed; and
- (b) promptly do all further acts and execute and deliver all further documents required by law or reasonably required to give effect to the provisions in respect of or in this Implementation Deed.

3 Initial covenants and acknowledgements

The following covenants and acknowledgments are given as at the commencement of the Due Diligence Committee meeting prior to lodgement of the Prospectus with ASIC.

3.1 Steps by the Company

The Company covenants that it has, along with FloatCo, executed the Underwriting Agreement and has or will deliver an executed copy of that agreement to the Lead Manager.

3.2 Steps by FloatCo

- (a) FloatCo covenants that it has:
 - (1) received executed escrow agreements between each Existing Owner listed in Schedule 2 as being expected to hold Escrow Shares and FloatCo (amongst others if relevant) in respect of the applicable number of FloatCo Shares listed against that Existing Owner's name in column 4 in in Schedule 2; and
 - (2) along with the Company, executed the Underwriting Agreement and has or will deliver an executed copy of that agreement to the Lead Manager.
- (b) FloatCo Irrevocably makes an offer for each Existing Owner's Company Shares for \$1.00 per Company Share held or 1 FloatCo Share for every Company Share held, as elected by the Existing Owner in the relevant Consideration Notification.



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4 Settlement Date – Initial matters

- (c) FloatCo's offer in clause 3.2(b) is conditional on the Underwriting Agreement becoming Effective. If the Underwriting Agreement does not become Effective by 31 January 2015 the offer in 3.2(b) will lapse.
- (d) FloatCo or its attorney, as transferee, will execute the Transfer Forms referred to at clause 5(a) as soon as reasonably practicable following the date of this document.

3.3 Delivery of documents

On the date of this deed, each Existing Owner will deliver to the Company:

- (a) an executed escrow deed referred to in clause 3.2(a)(1);
- (b) an executed Shareholder Deed Poll;
- (c) a duly completed Consideration Notification;
- (d) any original share certificates in respect of its Company Shares to the Company (or in the absence of an original share certificate(s), a certification from the Existing Owner that their original share certificate(s) has been lost or destroyed); and
- (e) completed (but undated) Transfer Forms,

The Company will hold any such documents on behalf of the Existing Owners until the Offer becomes Effective. If the Offer does not become Effective, the documents provided by the Existing Owners pursuant to clauses 3.3(a) to 3.3(e) will be of no effect and the Company will return any such documents to the Existing Owners as soon as reasonably practicable.

3.4 Warranties

Each of the Company, FloatCo and each Existing Owner warrants to the other that each relevant Warranty is true and correct as at the Settlement Date and:

- (a) in respect of the Company and FloatCo, as at the date of this document; and
- (b) in respect of each Existing Owner, as at the date of the relevant Shareholder Deed Poll.

4 Settlement Date – initial matters

The following actions occur on the Offer becoming Effective, in the following order.

4.1 Direction

- (a) FloatCo irrevocably directs the Registry to cause the issue of 83,200,000 FloatCo Shares to investors under the Offer pursuant to the Underwriting Agreement on the Allotment Date and to update the register of members of FloatCo.
- (b) FloatCo directs the Lead Manager to release proceeds of the Offer in respect of the FloatCo Shares issued by it as referred to in clause 4.1(a) on the Settlement Date to FloatCo's nominated account.



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5 Settlement Date – Transfer of Company Shares to FloatCo

4.2 Settlement commenced under the Underwriting Agreement

Each Relevant Person acknowledges that the Underwriting Agreement (unless terminated or the Offer has been withdrawn by FloatCo) becomes unconditional, and settlement under that document commences, on the Settlement Date and will complete on (and no FloatCo Shares will be issued under the Offer by FloatCo until) the Allotment Date.

5 Settlement Date – Transfer of Company Shares to FloatCo

The following actions occur on the Offer becoming Effective on the Settlement Date, after the steps in clause 4, and in the following order, and must be completed on the Settlement Date.

- (a) The Shareholder Deed Polls and the Consideration Notifications become effective and each Existing Owner transfers its Company Shares to FloatCo by delivering, or its attorney delivering, to FloatCo a completed Transfer Form transferring all its Company Shares to FloatCo as transferee duly executed by the registered holder or its attorney.
- (b) In consideration for the transfers referred to in clause 5(a), FloatCo:
 - (1) If the relevant Existing Owner's Consideration Notice specifies that some or all of the consideration will be paid to the Existing Owner in the form of FloatCo Shares, issues the relevant number of FloatCo Subscription Shares to each Existing Owner as identified in Schedule 2. The Existing Owners acknowledge that the FloatCo Subscription Shares are issued with disclosure for the purposes of Ch.6D of the Corporations Act; and
 - (2) If the relevant Existing Owner's Consideration Notice specifies that some or all of the consideration will be paid to the Existing Owner in the form of cash, pay the Existing Owners the cash in accordance with the details set out in the relevant Consideration Notification.
- (c) The Company and FloatCo must update their respective register of members in the respect of the transfer of Company Shares and the issue of FloatCo Subscription Shares respectively.

6 Completion

The actions to take place as contemplated by clauses 4 and 5 are interdependent and must take place in the order contemplated in those clauses. If one action does not take place, then without prejudice to any rights available to any party as a consequence:

- (a) There is no obligation on any party to undertake or perform any of the other actions; and
- (b) To the extent that such actions have already been undertaken, the parties must do everything reasonably required to reverse those actions; and
- (c) Each party must return to the other parties all documents delivered to it under this deed and must each repay to the other parties all payments received by it under this deed, without prejudice to any other rights any party may have in respect of that failure.



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7 After the Allotment Date

7 After the Allotment Date

- (a) By the time completion occurs under clause 6, FloatCo will procure its directors sign minutes confirming that:
 - (1) FloatCo has acquired all of the equity interests in the Company;
 - (2) FloatCo has resolved to form a tax consolidated group of which FloatCo is the head company; and
 - (3) FloatCo will procure the lodgement of all relevant notifications with the Australian Taxation Office.
- (b) Within the time required by the Corporations Act, the Company and FloatCo will lodge the requisite forms with ASIC in respect of the transactions referred to in this Implementation Deed.

8 Amendment

This deed poll may be amended by a document signed by or on behalf of each of the Company and FloatCo, but only to the extent that an Existing Owner has not entered into a Shareholder Deed Poll in reliance on the terms of this deed poll, and to the extent that it has done so, any amendment to this deed poll shall be ineffective to the extent that the proposed amendments are adverse to the rights of the relevant Existing Owner, absent their consent.

9 Termination

This deed poll will terminate on 31 January 2015 if the Offer has not become Effective on or by that date.

10 General provisions

The provisions set out in Schedule 1 apply to this Implementation Deed and as between any matter between each Relevant Person arising in relation to the Implementation Deed.



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Schedules

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Schedule 1

General provisions

1 Notices

1.1 How notice to be given

Each communication (including each notice, consent, approval, request and demand) under or in connection with this document:

- (a) may be given by personal service, post, facsimile or email;
- (b) must be in writing and in English (or accompanied by a certified translation into English);
- (c) must be addressed as notified by the relevant person to the other from time to time;
- (d) (in the case of personal service, post, facsimile) must be signed by the person making it or (on that person's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that person;
- (e) (in the case of email) must be in pdf or other format that is a scanned image of the original of the communication, including a handwritten signature, and be attached to an email that states that the attachment is a communication under this deed poll; and
- (f) must be delivered by hand or posted by prepaid post to the address or sent by fax to the number, or sent by email to the email address, of the addressee, in accordance with clause (c).

1.2 When notice taken to be received

Each communication (including each notice, consent, approval, request and demand) under or in connection with this document is taken to be received by the addressee:

- (a) (in the case of prepaid post sent to an address in the same country) on the third day after the date of posting;
- (b) (in the case of prepaid post sent to an address in another country) on the fifth day after the date of posting by airmail;
- (c) (in the case of fax) at the time in the place to which it is sent equivalent to the time shown on the transmission confirmation report produced by the fax machine from which it was sent; and
- (d) (in the case of delivery by hand) on delivery; and
- (e) (in the case of email) unless the person sending the email knows or reasonably ought to suspect that the email and the attached communication were not delivered to the addressee's domain specified in the email address notified for the purposes of this clause or document, 24 hours after the email was sent,



but if the communication would otherwise be taken to be received on a day that is not a working day or after 5.00 pm, it is taken to be received at 9.00 am on the next working day ('working day' meaning a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally, in the place to which the communication is posted, sent or delivered).

2 GST

2.1 Interpretation

- (a) Except where the context suggests otherwise, terms used in this section 2 have the meanings given to those terms by the GST Act (as amended from time to time).
- (b) Any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this section 2.
- (c) Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purpose of this clause.

2.2 Reimbursements and similar payments

Any reference in the calculation of consideration, or of any indemnity, reimbursement or similar amount, to a cost, expense or other liability incurred by a party pursuant to this document, will include GST on that cost, expense or other liability less the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability.

2.3 GST payable

If GST is payable in relation to a supply made under or in connection with this document then any person (Recipient) that is required to provide consideration to another person (Supplier) for that supply must pay an additional amount to the Supplier equal to the amount of that GST at the same time as other consideration is to be provided for that supply or, if later, within 5 Business Days of the Supplier providing a valid tax invoice to the Recipient.

2.4 Variation to GST payable

If the GST payable in relation to a supply made under or in connection with this document varies from the additional amount paid by the Recipient under clause 2.3 then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient. Any ruling, advice, document or other information received by the Supplier from the Australian Taxation Office in relation to any supply made under this deed poll shall be conclusive as to the GST payable in relation to that supply. Any payment, credit or refund under this paragraph is deemed to be a payment, credit or refund of the additional amount payable under section 2.3.



3 Governing law and jurisdiction

3.1 Governing law

This document is governed by the law applying in New South Wales, Australia.

3.2 Jurisdiction

Each Relevant Person and each person seeking to enforce this deed poll irrevocably:

- (a) submits to the non exclusive jurisdiction of the courts of New South Wales, Commonwealth courts having jurisdiction in that state and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this deed poll; and
- (b) waives any objection it may have now or in the future to the venue of any proceedings, and any claim it may have now or in the future that any proceedings have been brought in an inconvenient forum, if that venue falls within clause (a).

4 Interpretation

In this document:

- (a) headings are for convenience only and do not affect interpretation. The text in *italics* does not form part of the headings and is intended to be operative;

and unless the context indicates a contrary intention:

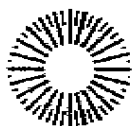
- (b) an obligation or a liability assumed by, or a right conferred on, 2 or more persons, other than the Existing Shareholders, binds or benefits them jointly and severally;
- (c) 'person' includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
- (e) a reference to a document (including this document) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (g) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (h) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this document, and a reference to this document includes all schedules, exhibits, attachments and annexures to it;
- (i) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;



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Schedule 1 General provisions

- (j) 'Includes' in any form is not a word of limitation; and
- (k) a reference to '\$' or 'dollar' is to Australian currency.

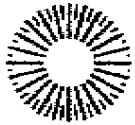


Schedule 2

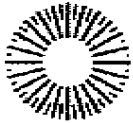
Existing Owners and Company Shares¹

1. Existing Owners	2. Company Shares	3. FloatCo Subscription Shares	4. Escrow Shares
Management Shareholders			
Justin Peter Cameron as trustee for the Monawatu Family Trust	6,000,000	6,000,000	6,000,000
Lex Ward Pedersen as trustee for the Stitch Family Trust	5,000,000	5,000,000	5,000,000
Mark Christopher Storey	1,000,000	1,000,000	N/A
Directors			
Zippin Pty Ltd (ACN 108 083 878)			
Note: Controlled by Howard McDonald	1,500,000	1,500,000	1,500,000
Online Brands			
Online Brands Pty Limited (ACN 124 021 521) as trustee for the Dotcomsurfwear Unit Trust (ABN 41 414 583 227)	33,615,000	10,197,223	10,197,223
Note: Justin Peter Cameron as trustee for the Monawatu Family Trust holds 625,332 out of 2,217,332 units (c 28.20%) in the Dotcomsurfwear Unit Trust (DUT) – indirect interest in 9,480,103 Company shares Lex Ward Pedersen as trustee for the Stitch Family Trust			

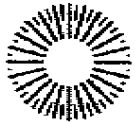
¹ As at 24 October 2014.



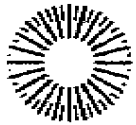
1. Existing Owners	2. Company Shares	3. FleetCo Subscription Shares	4. Escrow Shares
holds 483,666 out of 2,217,332 units (c 21.81%) in the DUT – indirect interest in 7,332,430 Company shares			
Online Brands No.2 Limited (ARBN 168 237 410)	6,885,000	0	N/A
<p>Note:</p> <p>Justin Peter Cameron indirectly holds an approx. 30% interest in Online Brands No.2 Limited (OB2) – indirect interest in 2,065,500 Company shares</p> <p>Lex Ward Pedersen indirectly holds an approx. 30% interest in OB2 – indirect interest in 2,065,500 Company shares</p>			
Third Party Investors			
Janchor Partners Pan-Asian Master Fund (registered number OG233283)	13,500,000	13,500,000	13,500,000
Ausbil Investment Management Limited (ACN 076 316 473) as Investment Manager for each of:	A. 5,175,000	A. 5,175,000	A. 5,175,000
A. Ausbil Investment Trust – MicroCap Fund;	B. 750,000	B. 750,000	B. 750,000
B. the Fiducian Australian Smaller Companies Share Fund;	C. 4,530,000	C. 4,530,000	C. 4,530,000
C. the Ausbil Investment Trust – Australian Emerging Leaders Fund;	D. 795,000	D. 795,000	D. 795,000
D. CFSIL Commonwealth Australian Small Companies; and	E. 750,000	E. 750,000	E. 750,000
E. AMIST Emerging Fund.			
Regal Funds Management Pty Limited (ACN 107 576 821) as trustee for the Atlantic Absolute Return Fund	9,750,000	9,750,000	9,750,000
Quest Asset Partners Pty Limited (ACN 109 448 802) in its capacity as Investment Manager	7,950,000	7,950,000	7,950,000
Argo Investments Limited (ACN 007 519 520)	6,750,000	6,750,000	6,750,000



1. Existing Owners	2. Company Shares	3. FloetCo Subscription Shares	4. Escrow Shares
Paradise Investment Management Pty Ltd (ACN 090 148 619) as trustee for Paradise Micro Investment Fund	6,000,000	6,000,000	6,000,000
Ingo Rehder, Amber Clare Rehder and Heather Rehder as trustees of the Rehder Superannuation Fund	3,765,000	2,307,924	2,307,924
Rendsburg Pty Ltd (ACN 162 152 178) as trustee for the K & A Rehder Superannuation Fund	390,000	239,068	239,068
Amber Clare Rehder	1,170,000	717,203	717,203
Mevo Pty Ltd (ACN 111 588 348) as trustee for the Burgess Family Trust	450,000	275,203	275,203
Andros Equipment Pty Limited (ACN 085 241 149)	750,000	375,000	375,000
Bayview Superannuation Pty Limited (ACN 125 462 464) as trustee for Bayview Superannuation Fund	375,000	281,250	281,250
Moshe Zitser	150,000	75,000	75,000
UBS Nominees Pty Ltd (ACN 001 450 522) as custodian for Bennelong Funds Management Ltd (ACN 111 214 085) as trustee for the Bennelong Kardinia Absolute Return Fund	5,900,000	3,616,667	3,616,667
UBS Nominees Pty Ltd (ACN 001 450 522) as custodian for Kardinia Capital Pty Ltd (ACN 152 003 186) as Investment Manager for Colonial First State Investments Limited (ACN 002 348 352) as responsible entity for Commonwealth Australian Shares Fund 29	1,600,000	980,791	980,791
Citicorp Nominees Pty Ltd (ABN 37 000 809 030) as custodian for: A. the Alphinity Australian Share Fund; B. the Alphinity Wholesale Australian Equity Fund; A. the Commonwealth Australian Share Fund; and B. the Alphinity Socially Responsive Investment Fund.	A. 284,251 B. 116,165 C. 2,217,197 D. 42,228	A. 284,251 B. 116,165 C. 2,217,197 D. 42,228	A. 284,251 B. 116,165 C. 2,217,197 D. 42,228



1. Existing Owners	2. Company Shares	3. FloatCo Subscription Shares	4. Escrow Shares
J.P. Morgan Nominees Australia Limited (ACN 002 899 961) as nominee for J.P. Morgan Chase Bank, N.A. (Sydney Branch) as custodian for AustralianSuper	4,656,912	4,656,912	4,656,912
National Nominees Ltd (ACN 004 278 899) as nominee for: A. MLC Investments Limited as trustee for WM Pool Equities Trust No 45 fund; and B. Avant Group Holdings Limited as trustee for AGHL Alphinity Aust Equity fund.	A. 3,766,103 B. 165,375	A. 3,766,103 B. 165,375	A. 3,766,103 B. 165,375
A. HSBC Custody Nominees (Australia) Limited A/C 011-602838-061 B. HSBC Custody Nominees (Australia) Limited A/C 011-483989-061	A. 45,841 B. 2,205,928	A. 45,841 B. 2,205,928	A. 45,841 B. 2,205,928
South Green Holdings Pty Ltd (ACN 601 764 229) as trustee for the Moondai Investment Trust	750,000	750,000	750,000
RBC Investor Services Australia Nominees Pty Limited (ACN 097 125 123) as custodian for: A. Perpetual Pure Microcap Pool; and B. Perpetual Wholesale Smaller Companies Share Fund.	A. 4,500,000 B. 5,300,085	A. 3,000,000 B. 5,300,085	A. 3,000,000 B. 5,300,085
National Nominees Ltd (ACN 004 278 899) as nominee for Vision Super Pty Ltd as trustee for Vision Pooled Superannuation Trust	386,648	386,648	386,648
BNP Paribas Nominees Pty Limited (ACN 084 150 023) as nominee for BNP Paribas Securities Services as custodian for Media Super Limited as	1,063,267	1,063,267	1,063,267



1. Existing Owners	2. Company Shares	3. FloatCo Subscription Shares	4. Escrow Shares
trustee for Media Super			
Stephen Goddard	200,000	200,000	N/A
Pacific Custodians Pty Ltd as trustee for the employee benefit trust	3,400,000 incentive shares	3,400,000 incentive shares	2,600,000
TOTAL	153,000,000		



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Schedule 3

Warranties

1 Existing Owner

Relevant Document means, in respect of an Existing Owner, a Shareholder Deed Poll and in respect of the Company and FloatCo, this document.

1.1 Capacity and authorisation

The Relevant Person:

- (a) if a company, is a company properly incorporated and validly existing under the laws of the country or jurisdiction of its incorporation; and
- (b) has the legal right and full power and capacity to:
 - (i) execute and deliver the Relevant Document; and
 - (ii) perform its obligations under the Relevant Document and each transaction effected by or made by the Relevant Document,
 and has obtained all necessary authorisations and consents and taken all other actions necessary to enable it to do so.

1.2 Valid obligations

The Relevant Document constitutes valid legal and binding obligations of the Relevant Person and is enforceable against the Relevant Person in accordance with its terms.

1.3 Breach or default

The execution, delivery and performance of the Relevant Document by the Relevant Person does not and will not result in a breach of or constitute a default under:

- (a) any agreement to which the Relevant Person is party;
- (b) if a company, any provision of the constitution of the Relevant Person; or
- (c) any Australian law or regulation or any order, judgment or determination of any Australian court or regulatory authority by which the Relevant Person is bound.

1.4 Solvency – corporate Existing Owner

None of the following events has occurred in relation to the Relevant Person that is a company:

- (a) a receiver, receiver and manager, liquidator, provisional liquidator, administrator or trustee is appointed in respect of the Relevant Person or any of its assets or anyone else is appointed who (whether or not an agent for the Relevant Person) is in possession, or has control, of any of the Relevant Person's assets for the purpose of enforcing a charge;



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Schedule 3 Warranties

- (b) an event occurs that gives any person the right to seek an appointment referred to in paragraph (a);
- (c) an application is made to court or a resolution is passed or an order is made for the winding up or dissolution of the Relevant Person or an event occurs that would give any person the right to make such an application;
- (d) the Relevant Person proposes or takes any steps to implement a scheme of arrangement or other compromise or arrangement with its creditors or any class of them;
- (e) the Relevant Person is declared or taken under any applicable law to be insolvent or the Relevant Person's board of directors resolves that the Relevant Person is, or is likely to become at some future time, insolvent; or
- (f) any person in whose favour the Relevant Person has granted any Encumbrance becomes entitled to enforce, and enforces, any security under that Encumbrance or any floating charge under that Encumbrance crystallises.

1.5 Solvency – individual Existing Owner

None of the following events has occurred in relation to the Relevant Person Relevant Person that is a natural person:

- (a) a trustee or similar officer is appointed in respect of the Relevant Person or any of the Relevant Person's assets;
- (b) an order is made for the bankruptcy of the Relevant Person or his or her estate or an event occurs that would give a court the right to make an order of this type;
- (c) a moratorium of any debts of the Relevant Person, a personal insolvency agreement or any other assignment, composition or arrangement with the Relevant Person's creditors or any similar proceeding or arrangement by which the assets of the Relevant Person are subjected conditionally or unconditionally to the control of the Relevant Person's creditors or a trustee is ordered or applied for;
- (d) the Relevant Person is declared or taken under any applicable law to be insolvent or unable to pay his or her debts or the Relevant Person admits in writing that he or she is insolvent or unable to pay his or her debts;
- (e) any writ of execution, garnishee order, mareva injunction or similar order, attachment, distress or other process is made or issued against or in relation to any asset of the Relevant Person; or
- (f) any event under any law which is analogous to, or which has a substantially similar effect to, any of the events referred to in paragraphs (a) to (e).

2 Shares

2.1 Ownership

The Existing Owner is, or will at the relevant time be, the sole legal and beneficial owner of its Company Shares and has or will by the relevant time complete and unrestricted power and authority to sell its Company Shares to FloatCo.



2.2 Third party rights

There is no Encumbrance, option, right of pre-emption, right of first or last refusal or other third party right over any of its Company Shares, other than pursuant to the Shareholder Deed Poll.

3 The Trust

This section applies if an Existing Owner enters into the Shareholder Deed Poll as a trustee.

3.1 Definitions

In this section 3:

Trust means the trust constituted by the Trust Deed.

Trust Assets means all assets, properties or revenues of the Trust held by the Trustee in accordance with the Trust Deed.

Trust Assets means all assets, properties or revenues of the Trust held by the Trustee in accordance with the Trust Deed.

Trust Deed means the only relevant trust deed with the Trustee as trustee.

Trustee means the Existing Owner.

3.2 Trustee ownership

The Trustee is, or will at the relevant time be, the sole legal owner of the Company Shares.

3.3 Creation

The Trust has been validly created and is in existence and is solely constituted by the Trust Deed a true and complete copy of which has been provided to the Company before the date of this agreement and:

- (a) the Trust Deed is not void, voidable or otherwise unenforceable;
- (b) a date has not been declared under the Trust Deed as the date on which the Trust will be vested or come to an end;
- (c) all stamp duty properly payable on the Trust Deed has been paid; and
- (d) as far as the Trustee is aware, no proceedings of any description have been or are likely to be commenced or threatened which could have a material adverse effect on the assets or financial position of the Trust or on the trusteeship of the Trustee of the Trust.

3.4 Appointment

The Trustee:

- (a) has been validly appointed as trustee of the Trust and is the sole trustee of the Trust;



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- (b) has in its capacity as trustee of the Trust valid rights of indemnity against the assets of the Trust to the extent set out in the Trust Deed; and
- (c) is not in breach of its obligations under the Trust Deed and, so far as the Trustee is aware, no allegation has been made that it has breached those obligations.

3.5 Power and capacity

The Trustee has the legal right and full corporate power and capacity to:

- (a) execute and deliver the Shareholder Deed Poll on behalf of the relevant Existing Owner; and
- (b) perform its obligations under the Shareholder Deed Poll and each transaction effected by or made under the Shareholder Deed Poll,

in its capacity as trustee of the Trust and has obtained all necessary authorisations and consents under the Trust Deed and taken all other actions necessary to enable it to do so.

3.6 Execution, performance and delivery

The execution, delivery and performance of the Shareholders' Deed Poll by the Trustee does not and will not result in a breach of or constitute a default under the Trust Deed.



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Schedule 4

Share transfer form

SHARE TRANSFER FORM

Duty stamp here

FULL NAME OF CORPORATION

Name:

SURFSTITCH HOLDINGS PTY LTD (ACN 601 114 603)

State or Territory of registration:

VICTORIA

DESCRIPTION OF SECURITIES

Class:

ORD

If not fully paid, paid to:

FULLY PAID

QUANTITY

Words:

Figures:

FULL NAME(S) OF TRANSFEROR/SELLER

CONSIDERATION/PRICE

Date of transfer/purchase:

/ /

FULL NAME(S) OF TRANSFEREE/BUYER

SURFSTITCH GROUP LIMITED (ACN 602 288 004)

FULL ADDRESS OF TRANSFEREE/BUYER

225 BURLEIGH CONNECTION ROAD, BURLEIGH HEADS QLD 4220

The transferor, being the registered holder of the above securities, transfers to the transferee those securities for the above consideration or price, subject to the conditions on which they are held at the time of the signing of this transfer. The transferee agrees to accept the securities subject to those conditions and to be bound by the constitution of the corporation.

SIGNATURE

[[individual signatory]]

Signed:

Transferor/Seller

Date signed:

/ /



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Schedule 4 Share transfer form

[company signatory]

EXECUTED by
[Insert name of transferor]
by being signed by:

Date signed: / /

.....
Secretary/Director

.....
Director

.....
Name (please print)

.....
Name (please print)

EXECUTED by
SURFSTITCH GROUP LIMITED
by being signed by:

Date signed: / /

.....
Secretary/Director

.....
Director

.....
Name (please print)

.....
Name (please print)



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Signing page

Executed as a deed poll

Executed as a deed poll by each of the below in favour of each Relevant Person (other than itself).

Executed by **SurfStitch Group Limited** in
accordance with section 127 of the *Corporations*
Act 2001 (Cth):



Signature of director

JUSTIN CAMERON

Full name of director

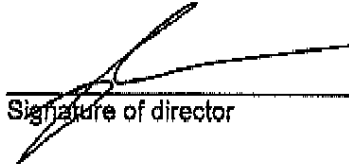


Signature of company secretary/director

HOWARD MCDONALD

Full name of company secretary/director

Executed by **SurfStitch Holdings Pty Ltd**
accordance with section 127 of the *Corporations*
Act 2001 (Cth):



Signature of director

JUSTIN CAMERON

Full name of director



Signature of company secretary/director

HOWARD MCDONALD

Full name of company secretary/director