

**Form 603**  
Corporations Act 2001  
Section 671B

## Notice of initial substantial holder

To Company Name/Scheme FarmaForce Limited

ACN/ARSN 167 748 843

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

Name FarmaForce Limited

ACN/ARSN (if applicable) 167 748 843

The holder became a substantial holder on 23 / 10 / 2015

### 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 shares (fully paid)	97,125,846	97,125,846	76.18%

### 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
FarmaForce Limited	<p>Restriction on the disposal of certain FarmaForce Limited shares, being the subject of escrow arrangements in accordance with ASX listing rule Chapter 9 and ASX listing rule Appendix 9B.</p> <p>Accordingly, FarmaForce Limited has a relevant interest in its own shares under section 608(1) of the Corporations Act as a result of the ability to control the exercise of the power to dispose of the securities. However, FarmaForce Limited has no right to acquire these shares or to otherwise control the exercise of the voting rights attached to these shares.</p> <p>A copy of the pro forma escrow agreement is attached at Annexure B.</p>	97,125,846 ordinary shares (fully paid)

### 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
FarmaForce Limited	Those persons requested by ASX to be held in escrow and listed in Annexure A.	Those persons requested by ASX to be held in escrow and listed in Annexure A.	97,125,846 ordinary shares (fully paid)

## 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
		Cash	Non-cash	
FarmaForce Limited	23 October 2015	N/A FarmaForce Limited paid no consideration.  FarmaForce Limited has no right to acquire these shares or to otherwise control the exercise of the voting rights attached to the shares that are subject to the escrow arrangements described at section 3.		97,125,846 ordinary shares (fully paid)

## 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
N/A	N/A

## 7. Addresses

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

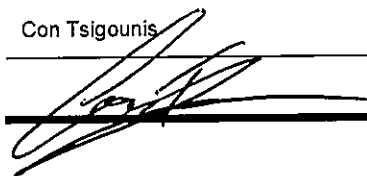
Name	Address
FarmaForce Limited	Level 3, 222 Clarence Street, Sydney, NWS 2000
See Annexure A for details	See Annexure A for details

print name

Con Tsigounis

Director

sign here



Date

27 / 10 / 2015

## DIRECTIONS

- (1) If there are number of substantial holders with similar or related 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 in 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 608 and 617B(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, money and other, that any person from whom a relevant interest was acquired has, or may become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

## Annexure A

This is Annexure A of one page referred to in Form 603 (Notice of initial substantial holder)

Signed: 

Date: 27 / 10 / 2015

Name: Con Tsigounis, Director

FarmaForce Limited Restricted Security holders	
NAME	NUMBER OF SECURITIES
<b>Shareholders</b>	<b>Fully Paid Ordinary Shares</b>
iQnovate Ltd	90,000,000
iQ3Corp Ltd	1,275,009
Achelles Nominess Pty Ltd	200,000
Akira YOSHIDA	41,667
AM and AM Nominees Pty Ltd	50,000
Anest Holdings Pty Ltd	41,667
APN Management Pty Ltd	58,333
Bardya NOURBEHESHT	41,667
Basim Finance Pty Ltd	166,667
Blue IE Pty Ltd	50,000
Chenmin TAO	41,667
Clemente Investments Pty Ltd	33,333
Colin J. Odams Pty Ltd	83,333
Da MAO	83,333
Daniel MORATO and Sally MORATO	166,667
David SENOGLES and Patricia SENOGLES	58,333
DBA Corp Pty Ltd	41,667
Early Bird Pty Ltd	83,333
Elinvest Pty Ltd	41,667
Evangelos DIMOS and Helen DIMOS	41,667
Evans WANG	41,667
Fei JU	83,333
Franze Holdings Pty Ltd	83,333
Franze Holdings Pty Ltd	83,333
George LEROS	41,667
GKJB Group Pty Ltd	41,667
GPI Management Services Pty Ltd	83,333
Haibo LIU	50,000
Harry MAVOLEFTEROU	41,667
James SIMOS and Christina SIMOS	250,000
Jeannetie TOLOMEO	83,333
Jennifer Ellen STAPLETON	250,000
Jie DENG	41,667
Jin CHEN	41,667
KAN NSW Pty Ltd	41,667
KDA Blue Holdings Pty Ltd	41,667
King Hang Alfred Hung and Yuna Yang	41,667
Lei XU	41,667

Liqun LI	83,333
Lord Jeffrey Pty Ltd	83,333
Louis CHIOTIS and Raechel CHIOTIS	83,333
Mark Anthony SULTANA	66,667
Marlena MUSCARDO	41,667
Min ZHENG	50,000
Mingyu CAI	116,667
Moussa Family Investments Pty Ltd	41,667
Muppet Holdings Pty Ltd	83,333
Nectaria LAMBROS	16,667
Pahos Holdings Pty Ltd	41,667
Parmakellis Pty Ltd	83,333
Peter COOLENTIANOS & Miky COOLENTIANOS	8,333
Peter POULOS	83,333
Pharmlou Pty Ltd	166,667
Pratten Park Pty Ltd	41,667
Priority One Group Pty Ltd	925,000
Purple Star Holdings Pty Ltd	83,333
Robert George MATAR	59,167
S & E Kafes Pty Ltd	33,333
Saint Etienne Pty Ltd	100,000
Sakiris Holdings Pty Ltd	83,333
Samuel SEIT and Elaine SEIT	33,333
Sanders Property Agents Pty Limited	41,667
Seeca Pty Ltd	83,333
Select Cartrans Pty Ltd	41,667
Si Jia Corp Pty Ltd	166,667
Sky Blue Construction Pty Ltd	50,000
Steve KOURDIS	25,000
Supa Four Holdings Pty Ltd	41,667
Susan Kathryn COOK	33,333
Tsiamis Holdings Pty Ltd	41,667
Zeyang LU	41,667
Zhenji WU	41,667
Zhenyu HE	125,000
<b>Total</b>	<b>97,125,846</b>

**Annexure B**

This is Annexure B of 10 pages referred to in Form 603 (Notice of initial substantial holder)

Signed:  .....

Date: 27 / 10 / 2015

Name: Con Tsigouris, Director

Date        /        / 2015



farmaforce

## Restricted Securities Deed

**Farmaforce Limited**  
ACN 167 748 843

**Company**

and

«Holder» ACN «ACN» «Account\_Designation»

**Holder**

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## Restricted Securities Deed

Dated            /            / 2015

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### Parties

Name	<b>FARMAFORCE LIMITED</b> ACN 167 748 843
Address	Level 3, 222 Clarence St Sydney NSW 2000
Facsimile	+61 2 8362 9547
Email	<a href="mailto:spiro.sakiris@theiggroup.com.au">spiro.sakiris@theiggroup.com.au</a>
Contact	Spiro Sakiris
Short name	<b>Company</b>

Name	
Address	
Facsimile	
Email	
Short name	<b>Holder</b>

Name	
Address	
Facsimile	
Email	
Contact	
Short name	<b>Controller</b>

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### Background

- A. The Company is applying to be admitted to the official list of ASX. The ASX has required that certain members of the Company (including the Holder) hold their securities (the Restricted Securities) in escrow for a period of time after listing and the Holder has agreed to such restrictions on the terms of this Deed and on the basis that the Company will take the necessary steps to be admitted to the official list of the ASX.
- B. The Company has provided ASX with all the information necessary to properly form an opinion about who is a controller of the holder and who is required to execute this Deed.

- C. The Controller has a substantial interest in the Holder, or a substantial economic interest in the Restricted Securities and has agreed to the restrictions on it set out in the terms of this Deed.
- D. The Parties enter this agreement for, among other things, the purpose of complying with Chapter 9 of the Listing Rules.

## **This Deed Witnesses**

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### **1. Definitions**

In this Deed unless expressed or implied to the contrary:

**ASX** means ASX Limited ACN 008 624 691.

**Business Day** means a day on which banks are open for business in Sydney, New South Wales.

**Controller** means a person who has a substantial interest in the equity of the holder of, or a substantial economic interest in, restricted securities; and each intermediate entity through which that interest occurs. Details of each Controller is set out at item 3 of Schedule 1.

**Controller Interests** means the securities, substantial economic interest or other interests in the Restricted Securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of the Schedule 1, held by the Controller.

**Escrow Period** means the period set out in Item 4 of Schedule 1.

**Listing Rules** means if the Company is listed on the ASX, the official listing rules of ASX.

**Parties** mean the Company and the Holder and the Controller (if any) (each a Party).

**Restricted Securities** means the securities set out in Item 5 of Schedule 1 and any securities attaching to or arising out of those securities that are restricted securities because of the definition of restricted securities in the Listing Rules.

**Start Date** means the date on which the Restricted Securities are quoted by ASX. If Restricted Securities are unquoted, then the date on which they are issued.

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### **2. Escrow Restrictions**

2.1.1 During the Escrow Period, the Holder will not do any of the following:

- (a) dispose of, or agree or offer to dispose of, the Restricted Securities ;
- (b) create, or agree or offer to create, any security interest in the Restricted Securities;
- (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities; and
- (d) Participate in a return of capital made by the entity.

- 2.1.2 During the Escrow Period, the Controller will not do any of the following:
- (a) dispose of, or agree or offer to dispose of, the Controller interests;
  - (b) create, or agree or offer to create, any security interest in the Controller Interests; and
  - (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Controller Interests.

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### **3. Compliance with the Listing Rules**

The Parties must comply with Chapter 9 of the Listing Rules, provided that if any Party is not a listed entity, it must comply with Chapter 9 of the Listing Rules as if it was a listed entity. Each Party must take any steps it is reasonably able to take to enable the other Party to comply.

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### **4. Holding Lock**

- 4.1.1 If the Restricted Securities are kept on the certificate sub-register, the Holder will deposit the certificates for the Restricted Securities with a bank or recognised trustee for the Escrow Period.
- 4.1.2 The Company will obtain an undertaking from its provider of registry services to impose a holding lock on the Restricted Securities.
- 4.1.3 The Holder hereby agrees to the application of a holding lock to the Restricted Securities.

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### **5. Treatment of Restricted Securities in a takeover bid or merger**

To enable the Holder to accept an offer under a takeover bid or to enable the Restricted Securities to be transferred or cancelled as part of a merger by way of scheme of arrangement under Part 5.1 of the Corporations Act, subject to obtaining the consent of ASX (if required) under the Listing Rules, the holding lock on the Restricted Securities must be removed and the restrictions in clause 2 shall cease to apply.

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### **6. Warranties**

- 6.1 The Holder warrants that it:
- 6.1.1 is not a related party of the Company or a promoter at the Start Date;
  - 6.1.2 has/is not controlled by any person other than, the Controllers set out in item 3 with the interests identified in item 6, and each controller which is not party to this Deed (if any) comes within an exception set out in rule 9.1.4; and
  - 6.1.3 has not granted any security interests in the Restricted Securities, nor has it done, or omitted to do, any act which would breach clause 2.1.1 as at the date of this Deed.

- 6.2 The Controller (if any) warrants it has not granted any security interests in the Controller Interests, nor has it done, or omitted to do, any act which would breach clause 2.1.2 as at the date of this Deed.
- 6.3 A breach of any of these warranties is a breach of this Deed.

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## **7. Consequences of breaching this Deed**

### **7.1 Prevention**

If it appears to the Company that the Holder or the Controller may breach this Deed, the Company must take the steps necessary to prevent the breach, or to enforce the Deed.

### **7.2 Breach**

If the Holder or the Controller breaches this Deed, each of the following applies:

- 7.2.1 the Company must take the steps necessary to enforce the Deed , or rectify the breach;
- 7.2.2 in addition to other rights and remedies of the Company, the Company must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities; and
- 7.2.3 the Holder will cease to be entitled to any dividends, distributions or voting rights while the breach continues.

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## **8. Further Assurance**

Each Party must promptly execute and deliver all documents and take all other action necessary or desirable to give effect to, perfect or complete the transactions contemplated by, this Deed.

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## **9. Amendment**

This Deed may not be amended or waived without ASX's written consent.

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## **10. Waiver and Exercise of Rights**

- 10.1.1 A single or partial exercise or waiver of a right relating to this Deed does not prevent any other exercise of that right or the exercise of any other right.
- 10.1.2 No Party will be liable for any loss or expense incurred by another party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

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## **11. Entire Understanding**

This Deed contains the entire understanding of the Parties concerning the subject matter contained in it. All previous Deeds, representations, warranties and commitments, express or implied, affecting this subject matter are superseded by this Deed and have no effect.

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## **12. Notices**

### **12.1 Service of Notice**

A notice or other communication required or permitted, under this Deed, to be served on a person must be in writing and may be served:

- 12.1.1 personally on the person;
- 12.1.2 by leaving it at the person's current address for service;
- 12.1.3 by posting it by prepaid post addressed to that person at the person's current address for service;
- 12.1.4 by facsimile to the person's current number for service; or
- 12.1.5 by email to the person's current email address for service.

### **12.2 Particulars for Service**

- 12.2.1 The particulars for service of each party are set out in page 1.
- 12.2.2 Any party may change the address, facsimile or email number for service by giving notice to the other parties.
- 12.2.3 If the person to be served is a company, the notice or other communication may be served on it at the company's registered office.

### **12.3 Time of Service**

A notice or other communication is deemed served:

- 12.3.1 if served personally or left at the person's address, upon service;
- 12.3.2 if posted within Australia to an Australian address, 2 Business Days after posting and in any other case, 7 Business Days after posting;
- 12.3.3 if served by facsimile, subject to clause 12.3.5, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile;
- 12.3.4 if served by email, subject to clause 12.3.5, at the time the email containing the notice left the sender's email system, unless the sender receives notification that the email containing the notice was not received by the recipient;
- 12.3.5 if received after 6.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.

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## **13. Interpretation**

### **13.1 Governing Law and Jurisdiction**

This Deed is governed by and is to be construed in accordance with the laws of New South Wales. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and waives any right to object to proceedings being brought in those courts.

### **13.2 Persons**

In this Deed, a reference to:

- 13.2.1 a person includes a firm, partnership, joint venture, association, corporation or other corporate body;
- 13.2.2 a person includes the legal personal representatives, successors and permitted assigns of that person; and
- 13.2.3 any body which no longer exists or has been reconstituted, renamed, replaced or whose powers or functions have been removed or transferred to another body or agency, is a reference to the body which most closely serves the purposes or objects of the first-mentioned body.

### **13.3 Joint and Several**

If a party consists of more than one person, this Deed binds them jointly and each of them severally.

### **13.4 This Deed, Clauses and Headings**

In this Deed:

- 13.4.1 a reference to this or other document includes the document as varied or replaced regardless of any change in the identity of the parties;
- 13.4.2 a reference to a clause, schedule, appendix or annexure is a reference to a clause, schedule, appendix or annexure in or to this Deed all of which are deemed part of this Deed;
- 13.4.3 a reference to writing includes all modes of representing or reproducing words in a legible, permanent and visible form;
- 13.4.4 headings and sub-headings are inserted for ease of reference only and do not affect the interpretation of this Deed;
- 13.4.5 where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning; and
- 13.4.6 where the expression **including** or **includes** is used it means 'including but not limited to' or 'including without limitation'.
- 13.4.7 words and expressions defined in the Listing Rules, and not in this Deed, have the meanings given to them in the Listing Rules; and
- 13.4.8 words importing the singular include the plural and vice versa , and words importing one gender include the other gender.

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## Signing Page

EXECUTED as a Deed

Singed sealed and delivered by )  
FARMAFORCE LIMITED )  
ACN 167 748 843 in accordance with section )  
127 of the *Corporations Act* 2001: )

.....  
Signature of Company Secretary/Director

.....  
Signature of Director

.....  
Name of Company Secretary/Director

.....  
Name of Director

Singed sealed and delivered by )  
ACN in accordance with )  
section 127(1) of the *Corporations Act* 2001:

.....  
Signature of Director

.....  
Signature of Director/Company Secretary

.....  
Print Full name

.....  
Print Full name

***[Delete this section if no Controller]***

Singed sealed and delivered by TBA )  
ACN TBA in accordance with section 127(1) )  
of the *Corporations Act* 2001:

.....  
Signature of Director

.....  
Signature of Director/Company Secretary

.....  
Print Full name

.....  
Print Full name

## Schedule 1

### Particulars

Item	Description	Particulars
Item 1.	Entity's name and address	FarmaForce Limited ACN 167 748 843 Level 3 222 Clarence Street Sydney, NSW, 2000
Item 2.	Holder's name and address	
Item 3.	Controllers' name and address	
Item 4.	Escrow Period	<b>Months</b> commencing on either the date on which quotation of securities commences (for quoted securities) or the date on which securities are issued (for unquoted securities).
Item 5.	Restricted Securities	Fully Paid Ordinary Shares  unquoted Loyalty Options
Item 6.	Controller interests	%
Item 7.	Security interests over Restricted Securities	N/A
Item 8.	Security interests over Controller interests	N/A