

Form 604

Corporations Act 2001

Section 671B

Notice of change of interests of substantial holder

To Company Name/Scheme Pureprofile Ltd.

ACN/ARSN 167 522 901

1. Details of substantial holder (1)

Name Pureprofile Ltd.

ACN/ARSN (if applicable) 167 522 901

There was a change in the interests of the substantial holder on 01/11/2015

The previous notice was given to the company on 01/09/2015

The previous notice was dated 01/09/2015

2. Previous and present voting power

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

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Ordinary shares	14,415,390	23.9%	16,266,539	26.2%

3. Changes in relevant interests

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

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
01/11/2015	Pureprofile Ltd.	Restrictions on disposal of shares under voluntary escrow arrangements gives Pureprofile Ltd. a relevant interest in its own shares pursuant to section 608(1)(c) of the Corporations Act. However, Pureprofile Ltd. has no right to acquire the shares or control the voting rights attached to the shares.	No consideration given by any party for the acquisition by Pureprofile Ltd. of relevant interests in these shares.	1,851,149 fully paid ordinary shares	1,851,149

4. Present relevant interests

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

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
Pureprofile Ltd	Pilmore Pty. Limited	Pilmore Pty. Limited	Restrictions on disposal of shares under voluntary escrow arrangements in the form of Annexure A gives Pureprofile Ltd. a relevant interest in its own shares pursuant to section 608(1)(c) of the Corporations Act. However, Pureprofile Ltd. has not right to acquire the shares or control the voting rights attached to the shares.	1,814,699 ordinary shares	1,814,699
Pureprofile Ltd	Fredrick Swaab	Fredrick Swaab	Restrictions on disposal of shares under voluntary escrow arrangements in the form of Annexure A gives Pureprofile Ltd. a relevant interest in its own shares pursuant to section 608(1)(c) of the Corporations Act. However, Pureprofile Ltd. has not right to acquire the shares or control the voting rights attached to the shares.	3,921,977 ordinary shares	3,921,977
Pureprofile Ltd	Paul Augustine Chan	Paul Augustine Chan	Restrictions on disposal of shares under voluntary escrow arrangements in the form of Annexure A gives Pureprofile Ltd. a relevant interest in its own shares pursuant to section 608(1)(c) of the Corporations Act. However, Pureprofile Ltd. has not right to acquire the shares or control the voting rights attached to the shares.	6,202,090 ordinary shares	6,202,090
Pureprofile Ltd	Staff of Pureprofile Ltd.	Staff of Pureprofile Ltd.	Restrictions on disposal of shares under the terms of the Pureprofile Ltd. Employee Award Offer gives Pureprofile Ltd. a relevant interest in its own shares pursuant to section 608(1)(c) of the Corporations Act. However, Pureprofile Ltd. has not right to acquire the shares or control the voting rights attached to the shares.	56,000 ordinary shares	56,000
Pureprofile Ltd	FMG Holdings Pty Ltd (formerly Funbox Media Group Pty Ltd)	FMG Holdings Pty Ltd	Restrictions on disposal of shares under voluntary escrow arrangements in the form of Annexure A gives Pureprofile Ltd. a relevant interest in its own shares pursuant to section 608(1)(c) of the Corporations Act. However, Pureprofile Ltd. has no right to acquire the shares or control the voting rights attached to the shares.	4,271,773 ordinary shares	4,271,773

5. Changes in association

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

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

6. Addresses

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

Name	Address
Pureprofile Ltd., Pilmore Pty. Limited, Fredrick Swaab and Paul Augustine Chan	C/- Pureprofile Ltd. Level 1, 35 Reservoir Street, Surry Hills NSW 2010
Pureprofile Ltd. and staff of Pureprofile Ltd.	Level 1, 35 Reservoir Street, Surry Hills NSW 2010
FMG Holdings Pty Ltd (formerly Funbox Media Group Pty Ltd)	501-502 Grafton Bond Building, Level 5, 201-217 Kent Street, Sydney NSW 2000

Signature

print name Geoffrey Nesbitt

capacity Director

sign here



date 02/11/2015

DIRECTIONS

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



Voluntary Restriction Deed

Pureprofile Ltd.
(ACN 167 522 901)

[insert holder]

[insert Controller] [Note: delete if no Controller]

This is Annexure "A" of 6 page referred to in the Form 603 (Notice of initial substantial holder), signed by me and dated 2 November 2015.

This is a true copy of the pro forma voluntary restriction deed.



Geoffrey Nesbitt, Director

2 November 2015

Watson Mangioni Lawyers Pty Limited
Corporate and Commercial Lawyers
Level 13, 50 Carrington Street
SYDNEY NSW 2000
Tel: (02) 9262 6666
Fax: (02) 9262 2626
Email: mail@wmlaw.com.au
Ref: CSC 2144073 AWC

This Voluntary Restriction Deed is made on

2015

Parties:

1. **Pureprofile Ltd. (ACN 167 522 901)** of Level 1, 35 Reservoir Street, Surry Hills NSW 2010 (Company);
2. **[insert] of [insert] (Holder);**
3. **[[insert] of [insert] (Controller)] [Note: delete if no Controller]**

Recitals:

- A. The Company proposes to undertake an initial public offer of its shares. The Holder is a shareholder in the Company and the registered holder of the Restricted Securities.
- B. The Company and the Holder acknowledge and agree that it is in their mutual best interests that the Restricted Securities be restricted from trading and be subject to a Holding Lock during the Escrow Period on the terms set out in this Deed.

1. Escrow Restrictions

1.1. Restriction

- (a) Subject to Clauses 1.2, 1.3 and 1.4, during the Escrow Period, the Holder will not do any of the following:
 - (i) dispose of, or agree or offer to dispose of, the Restricted Securities relating to the Escrow Period;
 - (ii) create, or agree or offer to create, any security interest in the Restricted Securities relating to the Escrow Period;
 - (iii) 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 relating to the Escrow Period.
- (b) **[Subject to Clauses 1.2, 1.3 and 1.4, during the Escrow Period, each Controller will not do any of the following:**
 - (i) **dispose of, or agree or offer to dispose of, the Controller Interests;**
 - (ii) **create, or agree or offer to create, any security interest in the Controller Interests; or**
 - (iii) **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.] [Note: delete if no Controller]**
- (c) The Parties acknowledge that during the Escrow Period, neither the power to exercise, or control the exercise of, a right to vote attached to, nor the right to receive or participate in any dividend or distribution in connection with, a Restricted Security (relating to the Escrow Period) will be affected.

1.2. Takeover Bid or Merger

- (a) 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 2001 (Cth), the Company will consent to the removal of the Holding Lock on the Restricted Securities.

- (b) The Company will not consent under Clause 1.2(a) unless, to the extent to which they are applicable, all of the conditions set out in ASX Listing Rules 9.18.2 to 9.18.4 are met.
- (c) In the event that such a takeover or merger referred to in Clause 1.2(a) is unsuccessful, the Holder acknowledges and agrees that the restrictions set out in this Deed will continue to apply to the Restricted Securities.

1.3. Transfer to complying superannuation fund

The Parties acknowledge and agree that the Holder is entitled, during the Escrow Period, to transfer any or all of the Restricted Securities to a complying superannuation fund of which the Holder is a member.

1.4. Waiver of restrictions

If the Escrow Period has not ended by the date that is two years after the Listing Date the Company will waive these restrictions on that date.

2. Holding Lock

2.1. Holding Lock during Escrow Period

The Parties acknowledge and agree that during the Escrow Period (and subject to Clauses 1.2, 1.3 and 1.4):

- (a) the Restricted Securities relating to the Escrow Period will be subject to a Holding Lock; and
- (b) the Company may apply the Holding Lock and prevent a transfer of the Restricted Securities relating to the Escrow Period by either:
 - (i) requesting the Share Registry to apply the Holding Lock; or
 - (ii) refusing to register a paper-based transfer document in respect of the Restricted Securities.

2.2. Prevention of Breach

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

2.3. Consequence of Breach

If the Holder breaches this Deed, the Company must take the steps necessary to enforce the Deed, or to rectify the breach. This is in addition to other rights and remedies of the Company.

3. [Warranties]

- (a) **The Holder warrants that the Controllers are the only Controllers of the Holder and the Controller Interests are as identified in this Deed.**
- (b) **A breach of this warranty is a breach of this Deed.] [Note: delete if no Controller]**

4. Miscellaneous

4.1. Amendment

This Deed will not be changed or waived without the Company's written consent.

4.2. Jurisdiction

This Deed shall be governed by and construed in accordance with the laws of New South Wales and the Parties submit themselves to the exclusive jurisdiction of the courts of that State.

4.3. Further Assurance

Each Party shall sign, execute and do all acts, documents and things that may reasonably be required in order to implement and give full effect to the provisions and purposes of this Deed whether before or after its execution.

4.4. Counterparts

This Deed may be executed in any number of counterparts and by facsimile copies, all of which taken together constitute one and the same document. The execution of this Deed shall not be effective until the counterparts of it have been executed by the relevant Parties and executed copies delivered to each other Party.

5. Definitions and Interpretation

5.1. Definitions

In this Deed unless the context otherwise requires:

ASX means the Australian Securities Exchange operated by ASX Limited.

Business Day has the same meaning as in the ASX Listing Rules.

[Controller has the same meaning as in the ASX Listing Rules.] [Note: delete if no Controller]

[Controller Interests means [insert]] [Note: delete if no Controller]

Deed means the voluntary restriction agreement constituted by this Deed.

Escrow Period means the period commencing on the Listing Date and ending on the release by Pureprofile of its audited financial accounts for the financial year ending 30 June 2016.

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Listing Date means the date the Company is admitted to the official list of the ASX.

Party means a party to this Deed.

Restricted Securities means [insert].

Share Registry means the Company's share registry.

5.2. Interpretation

(a) The singular includes the plural and vice versa.

(b) A reference to a party includes its successors, personal representatives and transferees.

- (c) Words and expressions defined in the ASX Listing Rules, and not in this Deed, have the meanings given to them in the ASX Listing Rules.
- (d) Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

Executed by the Parties as a Deed:

SIGNED by)
Pureprofile Ltd.)
(ACN 167 522 901))
in accordance with section 127 of the)
Corporations Act:)

Director/Secretary

Director

Name (please print)

Name (please print)

[Note: insert additional execution blocks as required]