

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

## Notice of initial substantial holder

To Company Name/Scheme Frontier Digital Ventures Limited

ACN/ARSN 609 183 959

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

Name Frontier Digital Ventures Limited

ACN/ARSN (if applicable) 609 183 959

The holder became a substantial holder on 26 August 2016

### 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)
Fully paid ordinary shares	142,085,924	142,085,924	65.72%

### 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
Frontier Digital Ventures Limited	Restriction on disposal of shares under mandatory escrow arrangements and voluntary escrow arrangements disclosed in Frontier Digital Ventures Limited's prospectus dated 9 August 2016 gives Frontier Digital Ventures Limited a technical "relevant interest" in its own shares under section 608(1)(c) of the Corporations Act 2001 (Cth). However, Frontier Digital Ventures Limited has no right to acquire these shares or to control the voting rights attaching to these shares.	142,085,924 fully paid 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
Frontier Digital Ventures Limited	Boston Asset Management Pty Ltd Christopher Brice Burgowan Investments Pty Ltd Catcha Group Pte Ltd Cowara Pty Ltd Darren Craike Shaun Di Gregorio James Drummond Simon Elsby Eminent Holdings Pty Ltd Gura Investments SL Hardham Pension Fund Pty Ltd Haupt Nominee Co Pty Ltd Daniel Earle Kirton L'Plan Sdn Bhd Merro Worldwide Ltd Private Portfolio Managers Pty Ltd Christophe Rousseaux Smallco Investment Manager Ltd Stacam Pty Ltd Target Range Pty Ltd Jacques Jules Temgo Kenneth Hogrefe Thaw Tint Teh Eileen Wai Yan Lin	Boston Asset Management Pty Ltd Christopher Brice Burgowan Investments Pty Ltd Catcha Group Pte Ltd Cowara Pty Ltd Darren Craike Shaun Di Gregorio James Drummond Simon Elsby Eminent Holdings Pty Ltd Gura Investments SL Hardham Pension Fund Pty Ltd Haupt Nominee Co Pty Ltd Daniel Earle Kirton L'Plan Sdn Bhd Merro Worldwide Ltd Private Portfolio Managers Pty Ltd Christophe Rousseaux Smallco Investment Manager Ltd Stacam Pty Ltd Target Range Pty Ltd Jacques Jules Temgo Kenneth Hogrefe Thaw Tint Teh Eileen Wai Yan Lin	142,085,924 fully paid ordinary shares

	Wai Phyo Kyaw Myat Min Han Nkashama Tshibangu Steve Peyreire Axel Bruno Boris Metraux Wendy Jordan Didier Katumwa Ngituka Dido Kiswaka Boye Christian Rucgoza Bizimana Richard Mbayo Wa Mbayo Pathinjia Gunaratna Daham Gunaratna Meltwater Foundation Kelvin Nyame Rashad Tingteiya Seini Kofi Enu Ayodele Amuasi Fikayo Ogundipe Sulaiman Balogun Oladapo Eludire Oluwaseyi Ayeni Annecy Capital Partners Pte Ltd	Wai Phyo Kyaw Myat Min Han Nkashama Tshibangu Steve Peyreire Axel Bruno Boris Metraux Wendy Jordan Didier Katumwa Ngituka Dido Kiswaka Boye Christian Rucgoza Bizimana Richard Mbayo Wa Mbayo Pathinjia Gunaratna Daham Gunaratna Meltwater Foundation Kelvin Nyame Rashad Tingteiya Seini Kofi Enu Ayodele Amuasi Fikayo Ogundipe Sulaiman Balogun Oladapo Eludire Oluwaseyi Ayeni Annecy Capital Partners Pte Ltd	
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## 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	
Frontier Digital Ventures Limited	26 August 2016	Non-cash pursuant to mandatory escrow deeds and voluntary escrow deeds between Frontier Digital Group Limited and each of the registered holders listed at 4 and as attached as Annexure A.		142,085,924 fully paid 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
N/A	N/A

## 7. Addresses

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

Name	Address
Frontier Digital Ventures Limited	Level 7, 330 Collins Street, Melbourne VIC 3000, Australia
Boston Asset Management Pty Ltd	PO Box 343, Balwyn VIC 3103, Australia
Christopher Brice	B1 5/F Wisdom Court, 5 Hatton Road, Mid-Level, Hong Kong
Burgowan Investments Pty Ltd	GPO Box 582, Brisbane QLD 4001, Australia
Catcha Group Pte Ltd	Company Number 200402949E, 3 Raffles Place, 06-01 Bharat Building, Singapore 048617
Cowara Pty Ltd	PO Box 389, Osborne Park WA 6017, Australia
Darren Craike	42 Balmain Street, Cremorne VIC 3121, Australia
Shaun Di Gregorio	2A Jalan Rosa 2, Damansara Heights, Kuala Lumpur, Malaysia
James Drummond	Unit 1-2, Cascadium Condominium, 28 Jalan Penaga, 59100, Kuala Lumpur, Malaysia
Simon Elsby	5 Ridley Park, #04-01, Tanglin Park, Singapore 248476
Eminent Holdings Pty Ltd	PO Box 389, Osborne Park WA 6017, Australia
Gura Investments SL	C/- General Alava 10-6 Oficina 1, 01005 - Vitoria, Spain
Hardham Pension Fund Pty Ltd	99 Canterbury Road, Toorak, VIC 3142
Haupt Nominee Co Pty Ltd	1605/7 Railway Street, Chatswood NSW 2067, Australia
Daniel Earle Kirton	Flat J, 1/F Block 2, Skyline Mansions, 51 Conduit Road, Mid-Level, Hong Kong
L'Plan Sdn Bhd	11 Brook Road, 10450 Penang, Malaysia
Merro Worldwide Ltd	2nd Floor, O'Neal Associates Building, Wickham's Cay II, PO Box 3174, Road Town, Tortola, British Virgin Islands
Private Portfolio Managers Pty Ltd	Level 3, 2 Martin Place, Sydney, New South Wales 2000, Australia
Christophe Rousseaux	Dreve des pins 44, 1420 Braine l'alleud, Belgium

Smallco Investment Manager Ltd	Suite 1805, Level 18, 109 Pitt Street, Sydney NSW 2000, Australia
Stacam Pty Ltd	2 Reeves Court, Kew VIC 3101, Australia
Target Range Pty Ltd	PO Box 89, Osborne Park WA 6017, Australia
Jacques Jules Temgo	B.P. 125 Bonamoussadi, DOUALA- Cameroun
Kenneth Hogrefe	Av. Silva Carvalho 505, Compao. Lobito, Angola
Thaw Tint	348 Yishun Ave 11, #10-583, Singapore 763348
Teh Eileen	54, East Coast Terrace , #02-07, Singapore 458949
Wai Yan Lin	Block 340, #09-05 Choa Chu Kang Loop, Singapore 680340
Wai Phyo Kyaw	No. 8, Aung Thiri 7 Street, Ward 28, North Dagon Township, Yangon, Myanmar
Myat Min Han	27 (3A), Dagon Thiri Street, Kyauk Myaung Ward, Tamwe Township, Yangon, Myanmar
Nkashama Tshibangu Steve	Maratontie 5B As.3, 01280 Vantaa, Finland
Peyreire Axel Bruno	25/140 Addison Road, Manly NSW 2095, Australia
Boris Metraux	Kramgasse 9, 3011 Bern, Switzerland
Wendy Jordan	Kramgasse 9, 3011 Bern, Switzerland
Didier Katumwa Ngituka	Rozenlaan, 13 - 1770 Liedekerke, Belgium
Dido Kiswaka Boye	42, Route Golf, quartier Golf, commune de Lubumbashi, DR Congo
Christian Rucgoza Bizimana	Rue des Glands, 12/RCHo, 1190 Forest, Belgium
Richard Mbayo Wa Mbayo	Avenu Dr. Mbayo, No 1, quartier Kinsuka Pecheur, Commune de Ngaliema, Kinshasa- DR Congo
Pathinjia Gunaratna	10 Mahasen Mawatha, Jinadasa Niyathapala Mawatha, Nugegoda, Sri Lanka
Daham Gunaratna	10 Mahasen Mawatha, Jinadasa Niyathapala Mawatha, Nugegoda, Sri Lanka
Meltwater Foundation	c/o Trecon Treuhand AG, Landoltstrasse 1, CH-8006 Zurich
Kelvin Nyame	M401/4 Madina Nkwatanan, Accra, Ghana
Rashad Tingteiya Seini	BAC 9/7 Batsonaa Spintex Road, Accra, Ghana
Kofi Enu Ayodele Amuasi	M401/4 Madina Nkwatanan, Accra, Ghana
Fikayo Ogundipe	5 Yaya Hassan Street, Idimu, Lagos, Federal Republic of Nigeria
Sulaiman Balogun	25 Hassan Street, Epe, Lagos, Federal Republic of Nigeria
Oladapo Eludire	Plot 8, Tayo Fifo Close, Magodo, Lagos, Federal Republic of Nigeria
Oluwaseyi Ayeni	5 Yaya Hassan Street, Idimu, Lagos, Federal Republic of Nigeria
Annecy Capital Partners Pte Ltd	Company Registration Number 201318S81H, 10 Anson Road #24-05A, International Plaza, Singapore, 079903

## Signature

print name Mark Licciardo

capacity Director

sign here



date 26/08/2016

### 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 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 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.

**Frontier Digital Ventures Limited (ACN 609 183 959)**

**Annexure A**

This is Annexure A of 277 pages referred to in Form 603 – Notice of initial substantial holder

Signed:

Name: Mark Licciardo

Date: 26 August 2016

# Appendix 9A

## Restriction agreement

Introduced 01/07/96 Origin: Appendix 11 Amended 01/07/98, 11/03/02, 24/10/05, 20/07/07

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the \*official list of ASX.
- B. We have 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 agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

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.

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+ See chapter 19 for defined terms.

- (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.
  - (d) Participate in a return of capital made by the entity.
- Amended 24/10/05
- 2. During the escrow period, a 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.
  - (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.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

## Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

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+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any \*controller are parties to this agreement, the holder has the \*controllers set out in item 3 with the controller interests identified in item 6, and any \*controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each \*controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the \*controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each \*controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a \*controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a \*controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or \*conversion of any of the \*restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the \*restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

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+ See chapter 19 for defined terms.



## Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## Definitions and interpretation

In this agreement:

**ASX** means ASX Limited.

**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.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the +securities set out in item 5 of the schedule 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.

The singular includes the plural and vice versa.

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

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

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.

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+ See chapter 19 for defined terms.

### Schedule

1. Entity's name and address:  
  
Frontier Digital Ventures Limited  
Level 7, 330 Collins Street  
Melbourne VIC 3000
2. Holder's name and address:  
  
Annecy Capital Partners Pte Ltd  
Company Registration Number 201318581H  
10 Anson Road #24-05A, International Plaza  
Singapore, 079903
2. Each \*controllers' name and address:  
  
David Andrew Baxby of 38 Arcadia St, Coogee, NSW 2034, Australia.  
  
Selina Anne Baxby of 38 Arcadia St, Coofee, NSW 2034, Australia.
3. Escrow period (the date from which the initial restricted securities are escrowed):  
  
The period of 24 months from the date the entity is admitted to the official list of ASX.
4. Particulars of restricted securities:  
  
1,155,689 ordinary shares in the entity.
5. Particulars of controller interests:  
  
David Andrew Baxby holds a 50% interest (2,500 shares) and Selina Anne Baxby holds a 50% interest (2,500 shares) in Annecy Capital Partners Pte Ltd.
6. Particulars of security interests over restricted securities:  
  
Nil.
7. Particulars of security interests over controller interests:  
  
Nil.

Dated: 26 July 2016

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+ See chapter 19 for defined terms.

Appendix 9A  
Restriction agreement

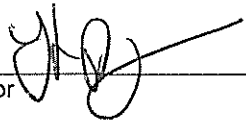
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**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

sign here   
▶  
Company Secretary/Director

print name MARK LICCIARDO

sign here   
▶  
Director

print name SHAUN DIGREGORIO

**Holder**

Signed sealed and delivered by  
**Annecy Capital Partners Pte Ltd**  
by

sign here  
▶  
Company Secretary/Director

print name \_\_\_\_\_

sign here  
▶  
Director

print name \_\_\_\_\_

**Appendix 9A**  
**Restriction agreement**

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**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

sign here



\_\_\_\_\_  
Company Secretary/Director

print name

\_\_\_\_\_

sign here



\_\_\_\_\_  
Director

print name

\_\_\_\_\_  
SHAUN DIGREGORIO

**Holder**

Signed sealed and delivered by  
**Annecy Capital Partners Pte Ltd**  
by

sign here



\_\_\_\_\_  
Director

print name

\_\_\_\_\_  
DAVID BAXBY

Witness

sign here

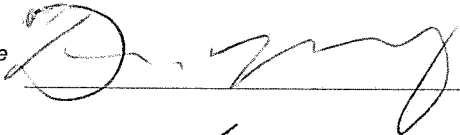



print name

\_\_\_\_\_  
ANTHONY FERRARO

**Controller**

Signed sealed and delivered by  
**David Andrew Baxby**  
by

Sign here ▶ 

Witness  
sign here ▶ 

print name ANTHONY FERRARO

# Appendix 9A

## Restriction agreement

Introduced 01/07/96 Origin: Appendix 11 Amended 01/07/98, 11/03/02, 24/10/05, 20/07/07

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the \*official list of ASX.
- B. We have 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 agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

- 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.

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+ See chapter 19 for defined terms.

- (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.
    - (d) Participate in a return of capital made by the entity.
- Amended 24/10/05
- 2. During the escrow period, a controller will not do any of the following.
    - (a) <sup>+</sup>Dispose of, or agree or offer to <sup>+</sup>dispose of, the controller interests.
    - (b) Create, or agree or offer to create, any security interest in the controller interests.
    - (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.
  - 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
  - 4.
    - (a) If the restricted securities are kept on the <sup>+</sup>certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or <sup>+</sup>recognised trustee for the escrow period.
    - (b) If the restricted securities are kept on the <sup>+</sup>issuer sponsored subregister, the holder hereby agrees in writing to the application of a <sup>+</sup>holding lock to the restricted securities.

## Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no <sup>+</sup>controller.
  - (c) The holder has the <sup>+</sup>controllers set out in item 3 with the interests identified in item 6, and each <sup>+</sup>controller comes within an exception set out in rule 9.1.4.

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<sup>+</sup> See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### Consequences of breaching this agreement

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### Amendment

12. This agreement will not be changed or waived without ASX's written consent.

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+ See chapter 19 for defined terms.



## Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## Definitions and interpretation

In this agreement:

**ASX** means ASX Limited.

**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.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the \*securities set out in item 5 of the schedule 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.

The singular includes the plural and vice versa.

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

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

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.

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+ See chapter 19 for defined terms.

### Schedule

1. Entity's name and address:  
  
Frontier Digital Ventures Limited  
Level 7, 330 Collins Street  
Melbourne VIC 3000
2. Holder's name and address:  
  
Target Range Pty Ltd  
PO BOX 389  
Osborne Park WA 6017  
Australia
2. Each 'controllers' name and address:  
  
Nil.
3. Escrow period (the date from which the initial restricted securities are escrowed):  
  
The period of 12 months from the date the restricted securities were issued to the holder.
4. Particulars of restricted securities:  
  
174,850 ordinary shares in the entity.
5. Particulars of controller interests:  
  
Nil.
6. Particulars of security interests over restricted securities:  
  
Nil.
7. Particulars of security interests over controller interests:  
  
Nil.

Dated: 26 July 2016

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+ See chapter 19 for defined terms.

**Appendix 9A**  
**Restriction agreement**

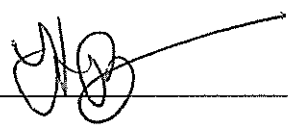
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**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

sign here   
▶  
Company Secretary/Director

print name MARK LICCIARDO

sign here   
▶  
Director

print name SHAWN DIGREGORIO

**Holder**

Signed sealed and delivered by  
**Target Range Pty Ltd**  
by

sign here   
▶  
Company Secretary/Director

print name Jeffrey William Miller

sign here   
▶  
Director

print name Dale Andrew Alcock

# Appendix 9A

## Restriction agreement

Introduced 01/07/96 Origin: Appendix 11 Amended 01/07/98, 11/03/02, 24/10/05, 20/07/07

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the \*official list of ASX.
- B. We have 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 agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

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.

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+ See chapter 19 for defined terms.

## Appendix 9A

### Restriction agreement

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- (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.
- (d) Participate in a return of capital made by the entity.

Amended 24/10/05

- 2. During the escrow period, a 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.
  - (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.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

## Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## Definitions and interpretation

In this agreement:

**ASX** means ASX Limited.

**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.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the +securities set out in item 5 of the schedule 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.

The singular includes the plural and vice versa.

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

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

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.

---

+ See chapter 19 for defined terms.

### Schedule

1. Entity's name and address:  
  
Frontier Digital Ventures Limited  
Suite 806, Level 8, 70 Pitt Street,  
Sydney NSW 2000
2. Holder's name and address:  
  
Stacam Pty Ltd  
2 Reeves Court, Kew,  
VIC 3101  
Australia
2. Each +controllers' name and address:  
  
Nil.
3. Escrow period (the date from which the initial restricted securities are escrowed):  
  
The period of 12 months from the date the restricted securities were issued to the holder.
4. Particulars of restricted securities:  
25 July  
21,856 ordinary shares in the entity.
5. Particulars of controller interests:  
  
Nil.
6. Particulars of security interests over restricted securities:  
  
Nil.
7. Particulars of security interests over controller interests:  
  
Nil.

Dated: 26 July 2016

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+ See chapter 19 for defined terms.



**Appendix 9A**  
**Restriction agreement**

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**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

sign here

  
\_\_\_\_\_  
Company Secretary/Director

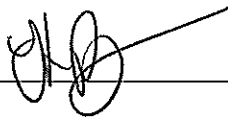
print name

**MARK LICCIARDO**

sign here



\_\_\_\_\_  
Director



print name

**SHAUN DIGREGORIO**

**Holder**

Signed sealed and delivered by  
**Stacam Pty Ltd**  
by

sign here



\_\_\_\_\_  
Company Secretary/Director

print name

sign here



\_\_\_\_\_  
Director

print name

Appendix 9A  
Restriction agreement

---

**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

sign here



\_\_\_\_\_  
Company Secretary/Director

print name

\_\_\_\_\_

sign here



\_\_\_\_\_  
Director

print name

\_\_\_\_\_

**Holder**

Signed sealed and delivered by  
**Stacam Pty Ltd**  
by

sign here



Stuart J. Milgregor  
Company Secretary/Director

print name

STUART J. MILGREGOR

sign here



Arienne R. Milgregor  
Director

print name

ARIENNE R. MILGREGOR

# Appendix 9A

## Restriction agreement

Introduced 01/07/96 Origin: Appendix 11 Amended 01/07/98, 11/03/02, 24/10/05, 20/07/07

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the \*official list of ASX.
- B. We have 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 agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

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.

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+ See chapter 19 for defined terms.

## Appendix 9A

### Restriction agreement

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- (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.
- (d) Participate in a return of capital made by the entity.

Amended 24/10/05

- 2. During the escrow period, a 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.
  - (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.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

## Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## Definitions and interpretation

In this agreement:

ASX means ASX Limited.

**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.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the +securities set out in item 5 of the schedule 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.

The singular includes the plural and vice versa.

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

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

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.

---

+ See chapter 19 for defined terms.

### Schedule

1. Entity's name and address:  
  
Frontier Digital Ventures Limited  
Suite 806, Level 8, 70 Pitt Street,  
Sydney NSW 2000
2. Holder's name and address:  
  
Smallco Investment Manager Ltd  
Suite 1805,  
Level 18, 109 Pitt Street,  
Sydney, New South Wales 2000,  
Australia
2. Each +controllers' name and address:  
  
Nil.
3. Escrow period (the date from which the initial restricted securities are escrowed):  
  
The period of 12 months from the date the restricted securities were issued to the holder.
4. Particulars of restricted securities:  
  
874,251 ordinary shares in the entity.
5. Particulars of controller interests:  
  
Nil.
6. Particulars of security interests over restricted securities:  
  
Nil.
7. Particulars of security interests over controller interests:  
  
Nil.

Dated: 26 July 2016

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+ See chapter 19 for defined terms.

Appendix 9A  
Restriction agreement

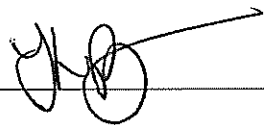
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**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

sign here  
▶   
\_\_\_\_\_  
Company Secretary/Director

print name MARK LICCIARDO

sign here  
▶   
\_\_\_\_\_  
Director

print name SHAUN DIGREGORIO

**Holder**

Signed sealed and delivered by  
**Smallco Investment Manager Ltd**  
by

sign here  
▶ \_\_\_\_\_  
Company Secretary/Director

print name \_\_\_\_\_

sign here  
▶ \_\_\_\_\_  
Director

print name \_\_\_\_\_



**Appendix 9A**  
**Restriction agreement**

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**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

sign here



\_\_\_\_\_  
Company Secretary/Director

print name

\_\_\_\_\_

sign here



\_\_\_\_\_  
Director

print name

\_\_\_\_\_

**Holder**

Signed sealed and delivered by  
**Smallco Investment Manager Ltd**  
by

sign here



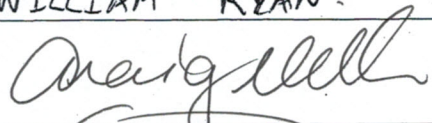
  
\_\_\_\_\_  
Company Secretary/Director

print name

WILLIAM RYAN

sign here



  
\_\_\_\_\_  
Director ~~Secretary~~

print name

CRAIG MILLER

# Appendix 9A

## Restriction agreement

Introduced 01/07/96 Origin: Appendix 11 Amended 01/07/98, 11/03/02, 24/10/05, 20/07/07

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the \*official list of ASX.
- B. We have 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 agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

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.

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+ See chapter 19 for defined terms.

## Appendix 9A

### Restriction agreement

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- (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.
- (d) Participate in a return of capital made by the entity.

Amended 24/10/05

- 2. During the escrow period, a 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.
  - (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.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

## Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## Definitions and interpretation

In this agreement:

**ASX** means ASX Limited.

**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.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the \*securities set out in item 5 of the schedule 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.

The singular includes the plural and vice versa.

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

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

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.

---

+ See chapter 19 for defined terms.

### Schedule

1. Entity's name and address:  
  
Frontier Digital Ventures Limited  
Level 7, 330 Collins Street  
Melbourne VIC 3000
  2. Holder's name and address:  
  
Simon Elsby  
5 Ridley Park, #04-01,  
Tanglin Park, Singapore 248476
  2. Each +controllers' name and address:  
  
Nil.
  3. Escrow period (the date from which the initial restricted securities are escrowed):  
  
The period of 12 months from the date the restricted securities were issued to the holder.
  4. Particulars of restricted securities:  
  
43,713 ordinary shares in the entity.
  5. Particulars of controller interests:  
  
Nil.
  6. Particulars of security interests over restricted securities:  
  
Nil.
  7. Particulars of security interests over controller interests:  
  
Nil.
- Dated: 26 July 2016

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+ See chapter 19 for defined terms.

Appendix 9A  
Restriction agreement

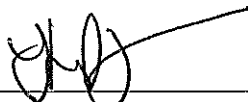
---

**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

sign here  
▶   
\_\_\_\_\_  
Company Secretary/Director

print name MARK LICCIARDO

sign here  
▶   
\_\_\_\_\_  
Director

print name SHAWN DIGREGORIO

**Holder**

Signed sealed and delivered by  
**Simon Elsbey**  
by

Sign here  
▶ \_\_\_\_\_

Witness  
sign here ▶ \_\_\_\_\_

print name \_\_\_\_\_

Appendix 9A  
Restriction agreement

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Entity

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

sign here



\_\_\_\_\_  
Company Secretary/Director

print name

sign here



\_\_\_\_\_  
Director

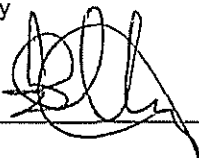
print name

Holder

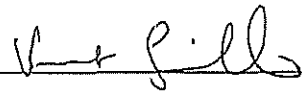
Signed sealed and delivered by  
**Simon Elsby**  
by

Sign here



\_\_\_\_\_  


Witness  
sign here

\_\_\_\_\_  


print name

\_\_\_\_\_  
VINCENT GRILLO



# Appendix 9A

## Restriction agreement

Introduced 01/07/96 Origin: Appendix 11 Amended 01/07/98, 11/03/02, 24/10/05, 20/07/07

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the \*official list of ASX.
- B. We have 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 agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

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.

---

+ See chapter 19 for defined terms.

## Appendix 9A

### Restriction agreement

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- (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.
- (d) Participate in a return of capital made by the entity.

Amended 24/10/05

- 2. During the escrow period, a 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.
  - (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.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

## Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## Definitions and interpretation

In this agreement:

**ASX** means ASX Limited.

**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.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the +securities set out in item 5 of the schedule 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.

The singular includes the plural and vice versa.

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

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

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.

---

+ See chapter 19 for defined terms.

## Schedule

1. Entity's name and address:  
  
Frontier Digital Ventures Limited  
Level 7, 330 Collins Street  
Melbourne VIC 3000
2. Holder's name and address:  
  
Shaun Di Gregorio  
2A Jalan Rosa 2, Damansara Heights,  
Kuala Lumpur, Malaysia
2. Each +controllers' name and address:  
  
Nil.
3. Escrow period (the date from which the initial restricted securities are escrowed):  
  
The period of 24 months from the date the entity is admitted to the official list of ASX.
4. Particulars of restricted securities:  
  
26,633,637 ordinary shares in the entity.
5. Particulars of controller interests:  
  
Nil.
6. Particulars of security interests over restricted securities:  
  
Nil.
7. Particulars of security interests over controller interests:  
  
Nil.

Dated: 26 July 2016

---

+ See chapter 19 for defined terms.

**Appendix 9A**  
**Restriction agreement**

---

**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by


sign here  
▶

  
\_\_\_\_\_  
Company Secretary/Director

print name

MARK LICCIARDO

sign here  
▶

  
\_\_\_\_\_  
Director

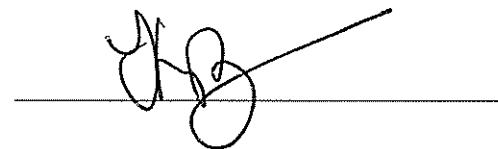
print name

SHAUN DIGREGORIO

**Holder**

Signed sealed and delivered by  
**Shaun Di Gregorio**  
by

Sign here  
▶

  
\_\_\_\_\_

Witness  
sign here ▶

  
\_\_\_\_\_

print name

Amanda Couson

# Appendix 9A

## Restriction agreement

Introduced 01/07/96 Origin: Appendix 11 Amended 01/07/98, 11/03/02, 24/10/05, 20/07/07

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the \*official list of ASX.
- B. We have 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 agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

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.

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+ See chapter 19 for defined terms.

## Appendix 9A

### Restriction agreement

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- (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.
- (d) Participate in a return of capital made by the entity.

Amended 24/10/05

- 2. During the escrow period, a 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.
  - (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.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

## Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.



The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## Definitions and interpretation

In this agreement:

**ASX** means ASX Limited.

**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.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the +securities set out in item 5 of the schedule 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.

The singular includes the plural and vice versa.

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

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

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.

---

+ See chapter 19 for defined terms.

### Schedule

1. Entity's name and address:  
  
Frontier Digital Ventures Limited  
Suite 806, Level 8, 70 Pitt Street,  
Sydney NSW 2000
2. Holder's name and address:  
  
Private Portfolio Managers Pty Ltd  
Level 3, 2 Martin Place,  
Sydney, New South Wales 2000,  
Australia
2. Each +controllers' name and address:  
  
Nil.
3. Escrow period (the date from which the initial restricted securities are escrowed):  
  
The period of 12 months from the date the restricted securities were issued to the holder.
4. Particulars of restricted securities:  
  
2,622,754 ordinary shares in the entity.
5. Particulars of controller interests:  
  
Nil.
6. Particulars of security interests over restricted securities:  
  
Nil.
7. Particulars of security interests over controller interests:  
  
Nil.

Dated: 26 July 2016

---

+ See chapter 19 for defined terms.

**Appendix 9A**  
**Restriction agreement**

---

**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

sign here



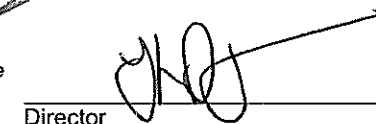
  
\_\_\_\_\_  
Company Secretary/Director

print name

MARK LICCIARDO

sign here



  
\_\_\_\_\_  
Director

print name

SHAUN DIGREGORIO

**Holder**

Signed sealed and delivered by  
**Private Portfolio Managers Pty Ltd**  
by

sign here



\_\_\_\_\_  
Company Secretary/Director

print name

\_\_\_\_\_

sign here



\_\_\_\_\_  
Director

print name

\_\_\_\_\_

Appendix 9A  
Restriction agreement

---

Entity

Signed sealed and delivered by  
Frontier Digital Ventures Limited  
by

sign here



\_\_\_\_\_  
Company Secretary/Director

print name

\_\_\_\_\_

sign here



\_\_\_\_\_  
Director

print name

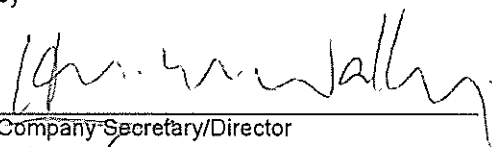
\_\_\_\_\_

Holder

Signed sealed and delivered by  
Private Portfolio Managers Pty Ltd  
by

sign here



  
\_\_\_\_\_  
Company Secretary/Director

print name

  
\_\_\_\_\_

sign here



  
\_\_\_\_\_  
Director

print name

  
\_\_\_\_\_

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+ See chapter 19 for defined terms.

# Appendix 9A

## Restriction agreement

Introduced 01/07/96 Origin: Appendix 11 Amended 01/07/98, 11/03/02, 24/10/05, 20/07/07

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the \*official list of ASX.
- B. We have 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 agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

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.

---

+ See chapter 19 for defined terms.

## Appendix 9A

### Restriction agreement

---

- (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.
- (d) Participate in a return of capital made by the entity.

Amended 24/10/05

- 2. During the escrow period, a 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.
  - (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.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

## Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.



## Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## Definitions and interpretation

In this agreement:

**ASX** means ASX Limited.

**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.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the \*securities set out in item 5 of the schedule 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.

The singular includes the plural and vice versa.

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

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

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.

---

+ See chapter 19 for defined terms.

### Schedule

1. Entity's name and address:  
  
Frontier Digital Ventures Limited  
Level 7, 330 Collins Street  
Melbourne VIC 3000
2. Holder's name and address:  
  
Merro Worldwide Ltd  
2nd Floor, O'Neal Associates Buidling,  
Wickham's Cay II, PO Box 3174,  
Road Town, Tortola, British Virgin Islands
2. Each +controllers' name and address:  
  
Nil.
3. Escrow period (the date from which the initial restricted securities are escrowed):  
  
The period of 12 months from the date the restricted securities were issued to the holder.
4. Particulars of restricted securities:  
  
874,251 ordinary shares in the entity.
5. Particulars of controller interests:  
  
Nil.
6. Particulars of security interests over restricted securities:  
  
Nil.
7. Particulars of security interests over controller interests:  
  
Nil.

Dated: 26 July 2016

---

+ See chapter 19 for defined terms.

Appendix 9A  
Restriction agreement

---

**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

sign here



Company Secretary/Director

print name

MARK LICCIARDO

sign here



Director

print name

SHAUN DIGREGORIO

**Holder**

Signed sealed and delivered by  
**Merro Worldwide Ltd**  
by

sign here



Company Secretary/Director

print name

sign here



Director

print name

Appendix 9A  
Restriction agreement

---

Entity

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

sign here



\_\_\_\_\_  
Company Secretary/Director

print name

\_\_\_\_\_

sign here



\_\_\_\_\_  
Director

print name

\_\_\_\_\_

Holder

Signed sealed and delivered by  
**Merro Worldwide Ltd**  
by

sign here



\_\_\_\_\_  
~~Company Secretary/Director~~ Authorised Signatory

print name

\_\_\_\_\_

sign here



\_\_\_\_\_  
~~Director~~ Authorised Signatory **P. Palmiero**  
Joanna Redding

print name

\_\_\_\_\_

---

+ See chapter 19 for defined terms.

# Appendix 9A

## Restriction agreement

Introduced 01/07/96 Origin: Appendix 11 Amended 01/07/98, 11/03/02, 24/10/05, 20/07/07

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the \*official list of ASX.
- B. We have 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 agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

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.

---

+ See chapter 19 for defined terms.

## Appendix 9A

### Restriction agreement

---

- (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.
- (d) Participate in a return of capital made by the entity.

Amended 24/10/05

- 2. During the escrow period, a 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.
  - (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.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

## Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## Definitions and interpretation

In this agreement:

**ASX** means ASX Limited.

**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.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the +securities set out in item 5 of the schedule 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.

The singular includes the plural and vice versa.

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

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

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.

---

+ See chapter 19 for defined terms.



### Schedule

1. Entity's name and address:  
  
Frontier Digital Ventures Limited  
Level 7, 330 Collins Street  
Melbourne VIC 3000
2. Holder's name and address:  
  
L'Plan Sendirian Berhad  
11 Brook Road, 10450 Penang, Malaysia
2. Each +controllers' name and address:  
  
Nil.
3. Escrow period (the date from which the initial restricted securities are escrowed):  
  
The period of 12 months from the date the restricted securities were issued to the holder.
4. Particulars of restricted securities:  
  
139,880 ordinary shares in the entity.
5. Particulars of controller interests:  
  
Nil.
6. Particulars of security interests over restricted securities:  
  
Nil.
7. Particulars of security interests over controller interests:  
  
Nil.

Dated: 26 July 2016

---

+ See chapter 19 for defined terms.

**Appendix 9A**  
**Restriction agreement**

---

**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

sign here



  
\_\_\_\_\_  
Company Secretary/Director

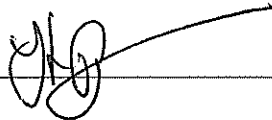
print name

MARK LICCIARDO

sign here



Director



print name

SHAUN DIGREGORIO

**Holder**

Signed sealed and delivered by  
**L'Plan Sendirian Berhad**  
by

sign here



\_\_\_\_\_  
Company Secretary/Director

print name

\_\_\_\_\_

sign here



Director

\_\_\_\_\_

print name

\_\_\_\_\_

Appendix 9A  
Restriction agreement

---

Entity

Signed sealed and delivered by  
Frontier Digital Ventures Limited  
by

sign here



\_\_\_\_\_  
Company Secretary/Director

print name

sign here



\_\_\_\_\_  
Director

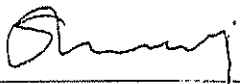
print name

Holder

Signed sealed and delivered by  
L'Plan Sendirian Berhad  
by

sign here



  
\_\_\_\_\_  
Company Secretary/Director

print name

LOH LIM SIOW YI

sign here



  
\_\_\_\_\_  
Director

print name

LAURENCE LOH KWONG YU

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+ See chapter 19 for defined terms.

# Appendix 9A

## Restriction agreement

Introduced 01/07/96 Origin: Appendix 11 Amended 01/07/98, 11/03/02, 24/10/05, 20/07/07

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the <sup>+</sup>official list of ASX.
- B. We have provided ASX with all the information necessary to properly form an opinion about who is a <sup>+</sup>controller of the holder and who is required to execute this agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

1. During the escrow period, the holder will not do any of the following.
  - (a) <sup>+</sup>Dispose of, or agree or offer to <sup>+</sup>dispose of, the restricted securities.

---

<sup>+</sup> See chapter 19 for defined terms.

## Appendix 9A

### Restriction agreement

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- (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.
- (d) Participate in a return of capital made by the entity.

Amended 24/10/05

- 2. During the escrow period, a 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.
  - (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.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

## Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any \*controller are parties to this agreement, the holder has the \*controllers set out in item 3 with the controller interests identified in item 6, and any \*controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each \*controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the \*controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each \*controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a \*controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a \*controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or \*conversion of any of the \*restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the \*restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## Definitions and interpretation

In this agreement:

**ASX** means ASX Limited.

**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.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the +securities set out in item 5 of the schedule 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.

The singular includes the plural and vice versa.

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

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

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.

---

+ See chapter 19 for defined terms.

### Schedule

1. Entity's name and address:  
  
Frontier Digital Ventures Limited  
Level 7, 330 Collins Street  
Melbourne VIC 3000
2. Holder's name and address:  
  
James Drummond  
Unit 1-2, Cascadium Condominium,  
28 Jalan Penaga, 59100,  
Kuala Lumpur, Malaysia
2. Each +controllers' name and address:  
  
Nil.
3. Escrow period (the date from which the initial restricted securities are escrowed):  
  
The period of 12 months from the date the restricted securities were issued to the holder.
4. Particulars of restricted securities:  
  
87,425 ordinary shares in the entity.
5. Particulars of controller interests:  
  
Nil.
6. Particulars of security interests over restricted securities:  
  
Nil.
7. Particulars of security interests over controller interests:  
  
Nil.

Dated: 26 July 2016

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+ See chapter 19 for defined terms.



**Appendix 9A**  
**Restriction agreement**

---

**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

sign here  
▶

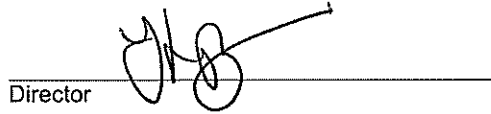


Company Secretary/Director

print name

MARK LICCIARDO

sign here  
▶



Director

print name

SHAUN DIGREGORIO

**Holder**

Signed sealed and delivered by  
**James Drummond**  
by

Sign here  
▶

\_\_\_\_\_

Witness  
sign here▶

\_\_\_\_\_

print name

\_\_\_\_\_

Appendix 9A  
Restriction agreement

---

**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

sign here



\_\_\_\_\_  
Company Secretary/Director

print name

\_\_\_\_\_

sign here



\_\_\_\_\_  
Director

print name

\_\_\_\_\_

**Holder**

Signed sealed and delivered by  
**James Drummond**  
by

Sign here



\_\_\_\_\_

Witness  
sign here



\_\_\_\_\_

print name

\_\_\_\_\_

# Appendix 9A

## Restriction agreement

Introduced 01/07/96 Origin: Appendix 11 Amended 01/07/98, 11/03/02, 24/10/05, 20/07/07

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the \*official list of ASX.
- B. We have 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 agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

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.

---

\* See chapter 19 for defined terms.

- (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.
- (d) Participate in a return of capital made by the entity.

Amended 24/10/05

- 2. During the escrow period, a 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.
  - (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.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

## Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## Definitions and interpretation

In this agreement:

**ASX** means ASX Limited.

**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.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the +securities set out in item 5 of the schedule 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.

The singular includes the plural and vice versa.

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

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

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.

---

+ See chapter 19 for defined terms.

### Schedule

1. Entity's name and address:  
  
Frontier Digital Ventures Limited  
Level 7, 330 Collins Street  
Melbourne VIC 3000
2. Holder's name and address:  
  
Haupt Nominee Co Pty Ltd ATF Haupt Family Trust  
1605/7 Railway Street, Chatswood  
NSW 2067, Australia
2. Each +controllers' name and address:  
  
Nil.
3. Escrow period (the date from which the initial restricted securities are escrowed):  
  
The period of 12 months from the date the restricted securities were issued to the holder.
4. Particulars of restricted securities:  
  
43,713 ordinary shares in the entity.
5. Particulars of controller interests:  
  
Nil.
6. Particulars of security interests over restricted securities:  
  
Nil.
7. Particulars of security interests over controller interests:  
  
Nil.

Dated: 26 July 2016

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+ See chapter 19 for defined terms.

Appendix 9A  
Restriction agreement

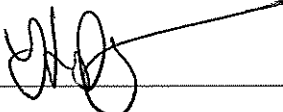
---

**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

sign here   
▶  
Company Secretary/Director

print name MARK LICCIARDO

sign here   
▶  
Director

print name SHAUN DIGREGORIO

**Holder**

Signed sealed and delivered by  
**Haupt Nominee Co Pty Ltd ATF Haupt Family Trust**  
by

sign here  
▶  
Company Secretary/Director

print name \_\_\_\_\_

sign here  
▶  
Director

print name \_\_\_\_\_



Appendix 9A  
Restriction agreement

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**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

*sign here*



\_\_\_\_\_  
Company Secretary/Director

*print name*

\_\_\_\_\_

*sign here*



\_\_\_\_\_  
Director

*print name*

\_\_\_\_\_

**Holder**


Signed sealed and delivered by  
**Haupt Nominee Co Pty Ltd ATF Haupt Family Trust**  
by

*sign here*



  
\_\_\_\_\_  
Company Secretary/Director

*print name*

  
\_\_\_\_\_

*sign here*



\_\_\_\_\_  
Director

*print name*

\_\_\_\_\_

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+ See chapter 19 for defined terms.

# Appendix 9A

## Restriction agreement

Introduced 01/07/96 Origin: Appendix 11 Amended 01/07/98, 11/03/02, 24/10/05, 20/07/07

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the \*official list of ASX.
- B. We have 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 agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

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.

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+ See chapter 19 for defined terms.

## Appendix 9A

### Restriction agreement

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- (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.
- (d) Participate in a return of capital made by the entity.

Amended 24/10/05

- 2. During the escrow period, a 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.
  - (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.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

## Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## Definitions and interpretation

In this agreement:

ASX means ASX Limited.

**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.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the +securities set out in item 5 of the schedule 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.

The singular includes the plural and vice versa.

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

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

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.

---

+ See chapter 19 for defined terms.

### Schedule

1. Entity's name and address:  
  
Frontier Digital Ventures Limited  
Suite 806, Level 8, 70 Pitt Street,  
Sydney NSW 2000
2. Holder's name and address:  
  
Hardham Pension Fund Pty Ltd  
99 Canterbury Road,  
Toorak, VIC 3142
2. Each +controllers' name and address:  
  
Nil.
3. Escrow period (the date from which the initial restricted securities are escrowed):  
  
The period of 12 months from the date the restricted securities were issued to the holder.
4. Particulars of restricted securities:  
  
21,856 ordinary shares in the entity.
5. Particulars of controller interests:  
  
Nil.
6. Particulars of security interests over restricted securities:  
  
Nil.
7. Particulars of security interests over controller interests:  
  
Nil.

Dated: 26 July 2016

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+ See chapter 19 for defined terms.

Appendix 9A  
Restriction agreement

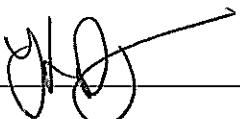
---

**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

sign here   
Company Secretary/Director

print name MARK LICCIARDO

sign here   
Director

print name SHAUN DIGREGORIO

**Holder**

Signed sealed and delivered by  
**Hardham Pension Fund Pty Ltd**  
by

sign here  
Company Secretary/Director

print name \_\_\_\_\_

sign here  
Director

print name \_\_\_\_\_

Appendix 9A  
Restriction agreement

---

Entity

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

sign here



\_\_\_\_\_  
Company Secretary/Director

print name

sign here



\_\_\_\_\_  
Director

print name

Holder

Signed sealed and delivered by  
**Hardham Pension Fund Pty Ltd**  
by

sign here

\_\_\_\_\_  
Company Secretary/Director

print name

Chris Hardham

sign here

\_\_\_\_\_  
Director

print name

Elizabeth Hardham



# Appendix 9A

## Restriction agreement

Introduced 01/07/96 Origin: Appendix 11 Amended 01/07/98, 11/03/02, 24/10/05, 20/07/07

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the \*official list of ASX.
- B. We have 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 agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

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.

---

+ See chapter 19 for defined terms.

## Appendix 9A

### Restriction agreement

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- (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.
- (d) Participate in a return of capital made by the entity.

Amended 24/10/05

- 2. During the escrow period, a 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.
  - (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.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

## Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## Definitions and interpretation

In this agreement:

ASX means ASX Limited.

**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.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the \*securities set out in item 5 of the schedule 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.

The singular includes the plural and vice versa.

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

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

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.

---

+ See chapter 19 for defined terms.

### Schedule

1. Entity's name and address:  
  
Frontier Digital Ventures Limited  
Level 7, 330 Collins Street  
Melbourne VIC 3000
2. Holder's name and address:  
  
Gura Investments SL  
C/- General Alava 10-6 Oficina 1,  
01005 - Vitoria, Spain
2. Each \*controllers' name and address:  
  
Nil.
3. Escrow period (the date from which the initial restricted securities are escrowed):  
  
The period of 12 months from the date the restricted securities were issued to the holder.
4. Particulars of restricted securities:  
  
218,563 ordinary shares in the entity.
5. Particulars of controller interests:  
  
Nil.
6. Particulars of security interests over restricted securities:  
  
Nil.
7. Particulars of security interests over controller interests:  
  
Nil.

Dated: 26 July 2016

---

+ See chapter 19 for defined terms.

**Appendix 9A**  
**Restriction agreement**


---

**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

sign here  
▶   
\_\_\_\_\_  
Company Secretary/Director

print name MARK LICCIARDO

sign here  
▶   
\_\_\_\_\_  
Director

print name SHAUN DIGREGORIO

**Holder**

Signed sealed and delivered by  
**Gura Investments SL**  
by

sign here  
▶ \_\_\_\_\_  
Company Secretary/Director

print name \_\_\_\_\_

sign here  
▶ \_\_\_\_\_  
Director

print name \_\_\_\_\_

Appendix 9A  
Restriction agreement

---

**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

sign here



\_\_\_\_\_  
Company Secretary/Director

print name

\_\_\_\_\_

sign here



\_\_\_\_\_  
Director

print name

\_\_\_\_\_

**Holder**

Signed sealed and delivered by  
**Gura Investments SL**  
by

sign here



\_\_\_\_\_  
Company Secretary/Director

print name

\_\_\_\_\_

sign here



\_\_\_\_\_  
Director

print name

\_\_\_\_\_ JAVIER STXBESTE

Witness

Manuel Alonso

DNI-79319859N

# Appendix 9A

## Restriction agreement

Introduced 01/07/96 Origin: Appendix 11 Amended 01/07/98, 11/03/02, 24/10/05, 20/07/07

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the \*official list of ASX.
- B. We have 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 agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

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.

---

+ See chapter 19 for defined terms.



## Appendix 9A

### Restriction agreement

---

- (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.
- (d) Participate in a return of capital made by the entity.

Amended 24/10/05

- 2. During the escrow period, a 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.
  - (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.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

## Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## Definitions and interpretation

In this agreement:

**ASX** means ASX Limited.

**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.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the \*securities set out in item 5 of the schedule 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.

The singular includes the plural and vice versa.

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

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

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.

---

+ See chapter 19 for defined terms.

### Schedule

1. Entity's name and address:  
  
Frontier Digital Ventures Limited  
Level 7, 330 Collins Street  
Melbourne VIC 3000
2. Holder's name and address:  
  
Eminent Holdings Pty Ltd  
PO BOX 389  
Osborne Park WA, 6017  
Australia
2. Each +controllers' name and address:  
  
Nil.
3. Escrow period (the date from which the initial restricted securities are escrowed):  
  
The period of 12 months from the date the restricted securities were issued to the holder.
4. Particulars of restricted securities:  
  
174,850 ordinary shares in the entity.
5. Particulars of controller interests:  
  
Nil.
6. Particulars of security interests over restricted securities:  
  
Nil.
7. Particulars of security interests over controller interests:  
  
Nil.

Dated: 26 July 2016

---

+ See chapter 19 for defined terms.

**Appendix 9A**  
**Restriction agreement**

---

**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

sign here



Company Secretary/Director

print name

MARK LICCIARDO

sign here



Director

print name

SHAUN DIGREGORIO

**Holder**

Signed sealed and delivered by  
**Eminent Holdings Pty Ltd**  
by

sign here



Company Secretary/Director

print name

\_\_\_\_\_

sign here



Director

print name

\_\_\_\_\_

Appendix 9A  
Restriction agreement

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**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

sign here



\_\_\_\_\_  
Company Secretary/Director

print name

sign here



\_\_\_\_\_  
Director

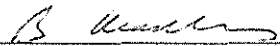
print name

**Holder**

Signed sealed and delivered by  
**Eminent Holdings Pty Ltd**  
by

sign here



  
\_\_\_\_\_  
Company Secretary/Director

print name

BROOKLEY DAVID HEADRIDGE

sign here



  
\_\_\_\_\_  
Director

print name

**Garry Brown-Neaves**

---

+ See chapter 19 for defined terms.

# Appendix 9A

## Restriction agreement

Introduced 01/07/96 Origin: Appendix 11 Amended 01/07/98, 11/03/02, 24/10/05, 20/07/07

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the <sup>+</sup>official list of ASX.
- B. We have provided ASX with all the information necessary to properly form an opinion about who is a <sup>+</sup>controller of the holder and who is required to execute this agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

1. During the escrow period, the holder will not do any of the following.
  - (a) <sup>+</sup>Dispose of, or agree or offer to <sup>+</sup>dispose of, the restricted securities.

---

<sup>+</sup> See chapter 19 for defined terms.

## Appendix 9A

### Restriction agreement

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- (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.
- (d) Participate in a return of capital made by the entity.

Amended 24/10/05

- 2. During the escrow period, a 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.
  - (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.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

## Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.



The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## Definitions and interpretation

In this agreement:

**ASX** means ASX Limited.

**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.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the +securities set out in item 5 of the schedule 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.

The singular includes the plural and vice versa.

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

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

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.

---

+ See chapter 19 for defined terms.

### Schedule

1. Entity's name and address:  
  
Frontier Digital Ventures Limited  
Level 7, 330 Collins Street  
Melbourne VIC 3000
2. Holder's name and address:  
  
Darren Craike  
42 Balmain Street, Cremorne  
VIC 3121,  
Australia
2. Each +controllers' name and address:  
  
Nil.
3. Escrow period (the date from which the initial restricted securities are escrowed):  
  
The period of 12 months from the date the restricted securities were issued to the holder.
4. Particulars of restricted securities:  
  
26,228 ordinary shares in the entity.
5. Particulars of controller interests:  
  
Nil.
6. Particulars of security interests over restricted securities:  
  
Nil.
7. Particulars of security interests over controller interests:  
  
Nil.

Dated: 26 July 2016

---

+ See chapter 19 for defined terms.

Appendix 9A  
Restriction agreement

---

**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

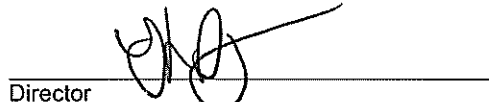
sign here  
▶

  
\_\_\_\_\_  
Company Secretary/Director

print name

MARK LICCIARDI

sign here  
▶

  
\_\_\_\_\_  
Director

print name

SHAUN DIGREGORIO

**Holder**

Signed sealed and delivered by  
**Darren Craike**  
by

Sign here  
▶

\_\_\_\_\_

Witness  
sign here▶

\_\_\_\_\_

print name

\_\_\_\_\_

Appendix 9A  
Restriction agreement

---

**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

*sign here*



\_\_\_\_\_  
Company Secretary/Director

*print name*

\_\_\_\_\_

*sign here*



\_\_\_\_\_  
Director

*print name*

\_\_\_\_\_

**Holder**

Signed sealed and delivered by  
**Darren Craike**  
by

*Sign here*



\_\_\_\_\_

*Witness  
sign here*



\_\_\_\_\_

*print name*

\_\_\_\_\_ BROOKE HUTCHINS

# Appendix 9A

## Restriction agreement

Introduced 01/07/96 Origin: Appendix 11 Amended 01/07/98, 11/03/02, 24/10/05, 20/07/07

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the \*official list of ASX.
- B. We have 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 agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

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.

---

+ See chapter 19 for defined terms.

## Appendix 9A

### Restriction agreement

---

- (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.
- (d) Participate in a return of capital made by the entity.

Amended 24/10/05

- 2. During the escrow period, a 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.
  - (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.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

## Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.



## Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## Definitions and interpretation

In this agreement:

ASX means ASX Limited.

**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.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the +securities set out in item 5 of the schedule 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.

The singular includes the plural and vice versa.

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

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

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.

---

+ See chapter 19 for defined terms.

### Schedule

1. Entity's name and address:  
  
Frontier Digital Ventures Limited  
Level 7, 330 Collins Street  
Melbourne VIC 3000
2. Holder's name and address:  
  
Daniel Earle Kirton  
Flat J, 1/F Block 2, Skyline Mansions,  
51 Conduit Road, Mid-Level,  
Hong Kong
2. Each +controllers' name and address:  
  
Nil.
3. Escrow period (the date from which the initial restricted securities are escrowed):  
  
The period of 12 months from the date the restricted securities were issued to the holder.
4. Particulars of restricted securities:  
  
17,485 ordinary shares in the entity.
5. Particulars of controller interests:  
  
Nil.
6. Particulars of security interests over restricted securities:  
  
Nil.
7. Particulars of security interests over controller interests:  
  
Nil.

Dated: 26 July 2016

---

+ See chapter 19 for defined terms.

**Appendix 9A**  
**Restriction agreement**

---

**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

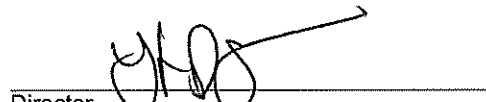
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▶

  
\_\_\_\_\_  
Company Secretary/Director

print name

MARK LICCIARDO

sign here  
▶

  
\_\_\_\_\_  
Director

print name

SHAUN DIGREGORIO

**Holder**

Signed sealed and delivered by  
**Daniel Earle Kirton**  
by

Sign here  
▶

\_\_\_\_\_

Witness  
sign here▶

\_\_\_\_\_

print name

\_\_\_\_\_

Appendix 9A  
Restriction agreement

---

Entity

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

sign here



\_\_\_\_\_  
Company Secretary/Director

print name

\_\_\_\_\_

sign here



\_\_\_\_\_  
Director

print name

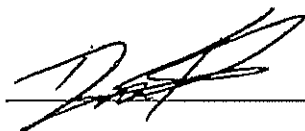
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Holder

Signed sealed and delivered by  
**Daniel Earle Kirton**  
by

Sign here



\_\_\_\_\_  


Witness  
sign here



\_\_\_\_\_  


print name

\_\_\_\_\_  
Katharine Shum.

# Appendix 9A

## Restriction agreement

Introduced 01/07/96 Origin: Appendix 11 Amended 01/07/98, 11/03/02, 24/10/05, 20/07/07

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the \*official list of ASX.
- B. We have 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 agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

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.

---

+ See chapter 19 for defined terms.

- (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.
- (d) Participate in a return of capital made by the entity.

Amended 24/10/05

- 2. During the escrow period, a 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.
  - (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.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

## Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## Definitions and interpretation

In this agreement:

ASX means ASX Limited.

**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.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the \*securities set out in item 5 of the schedule 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.

The singular includes the plural and vice versa.

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

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

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.

---

+ See chapter 19 for defined terms.



### Schedule

1. Entity's name and address:  
  
Frontier Digital Ventures Limited  
Level 7, 330 Collins Street  
Melbourne VIC 3000
2. Holder's name and address:  
  
Cowara Pty Ltd  
PO BOX 389  
Osborne Park WA, 6017  
Australia
2. Each +controllers' name and address:  
  
Nil.
3. Escrow period (the date from which the initial restricted securities are escrowed):  
  
The period of 12 months from the date the restricted securities were issued to the holder.
4. Particulars of restricted securities:  
  
21,856 ordinary shares in the entity.
5. Particulars of controller interests:  
  
Nil.
6. Particulars of security interests over restricted securities:  
  
Nil.
7. Particulars of security interests over controller interests:  
  
Nil.

Dated: 26 July 2016

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+ See chapter 19 for defined terms.

**Appendix 9A**  
**Restriction agreement**

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**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

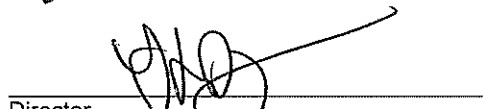
sign here

  
\_\_\_\_\_  
Company Secretary/Director

print name

MARK LICCIARDI

sign here

  
\_\_\_\_\_  
Director

print name

SHAUN DIGREGORIO

**Holder**

Signed sealed and delivered by  
**Cowara Pty Ltd**  
by

sign here



\_\_\_\_\_  
Company Secretary/Director

print name

\_\_\_\_\_

sign here



\_\_\_\_\_  
Director

print name

\_\_\_\_\_

Appendix 9A  
Restriction agreement

---

**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

sign here



\_\_\_\_\_  
Company Secretary/Director

print name

\_\_\_\_\_

sign here



\_\_\_\_\_  
Director

print name

\_\_\_\_\_

**Holder**

Signed sealed and delivered by  
**Cowara Pty Ltd**  
by

sign here



  
\_\_\_\_\_  
Company Secretary/Director

print name

Jeffrey William Miller

sign here



  
\_\_\_\_\_  
Director

print name

REBECCA MARY MILLER

---

+ See chapter 19 for defined terms.

# Appendix 9A

## Restriction agreement

Introduced 01/07/96 Origin: Appendix 11 Amended 01/07/98, 11/03/02, 24/10/05, 20/07/07

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the <sup>+</sup>official list of ASX.
- B. We have provided ASX with all the information necessary to properly form an opinion about who is a <sup>+</sup>controller of the holder and who is required to execute this agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

1. During the escrow period, the holder will not do any of the following.
  - (a) <sup>+</sup>Dispose of, or agree or offer to <sup>+</sup>dispose of, the restricted securities.

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<sup>+</sup> See chapter 19 for defined terms.

## Appendix 9A

### Restriction agreement

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- (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.
- (d) Participate in a return of capital made by the entity.

Amended 24/10/05

- 2. During the escrow period, a 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.
  - (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.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

## Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## Definitions and interpretation

In this agreement:

ASX means ASX Limited.

**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.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the +securities set out in item 5 of the schedule 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.

The singular includes the plural and vice versa.

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

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

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.

---

+ See chapter 19 for defined terms.

### Schedule

1. Entity's name and address:  
  
Frontier Digital Ventures Limited  
Level 7, 330 Collins Street  
Melbourne VIC 3000
2. Holder's name and address:  
  
Christopher Brice  
B1 5/F Wisdom Court,  
5 Hatton Road, Mid-Level,  
Hong Kong
2. Each +controllers' name and address:  
  
Nil.
3. Escrow period (the date from which the initial restricted securities are escrowed):  
  
The period of 12 months from the date the restricted securities were issued to the holder.
4. Particulars of restricted securities:  
  
43,713 ordinary shares in the entity.
5. Particulars of controller interests:  
  
Nil.
6. Particulars of security interests over restricted securities:  
  
Nil.
7. Particulars of security interests over controller interests:  
  
Nil.

Dated: 26 July 2016

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+ See chapter 19 for defined terms.



**Appendix 9A**  
**Restriction agreement**

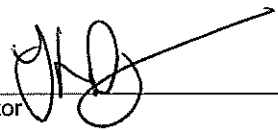
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**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

sign here  
▶   
\_\_\_\_\_  
Company Secretary/Director

print name MARK LICCIARDO

sign here  
▶   
\_\_\_\_\_  
Director

print name SHAUN DIGREGORIO

**Holder**

Signed sealed and delivered by  
**Christopher Brice**  
by

Sign here  
▶ \_\_\_\_\_

Witness  
sign here▶ \_\_\_\_\_

print name \_\_\_\_\_

Appendix 9A  
Restriction agreement

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**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

*sign here*



\_\_\_\_\_  
Company Secretary/Director

*print name*

\_\_\_\_\_

*sign here*



\_\_\_\_\_  
Director

*print name*

\_\_\_\_\_

**Holder**

Signed sealed and delivered by  
**Christopher Brice**  
by

*Sign here*



*Christopher Brice.*  
\_\_\_\_\_

*Witness*

*sign here*



*[Signature]*  
\_\_\_\_\_

*print name*

*Katharine Shum.*  
\_\_\_\_\_

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+ See chapter 19 for defined terms.

# Appendix 9A

## Restriction agreement

Introduced 01/07/96 Origin: Appendix 11 Amended 01/07/98, 11/03/02, 24/10/05, 20/07/07

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the \*official list of ASX.
- B. We have 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 agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

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.

---

+ See chapter 19 for defined terms.

- (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.
- (d) Participate in a return of capital made by the entity.

Amended 24/10/05

- 2. During the escrow period, a 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.
  - (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.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

## Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any \*controller are parties to this agreement, the holder has the \*controllers set out in item 3 with the controller interests identified in item 6, and any \*controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each \*controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the \*controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each \*controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a \*controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a \*controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or \*conversion of any of the \*restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the \*restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## Definitions and interpretation

In this agreement:

**ASX** means ASX Limited.

**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.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the +securities set out in item 5 of the schedule 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.

The singular includes the plural and vice versa.

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

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

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.

---

+ See chapter 19 for defined terms.

### Schedule

1. Entity's name and address:  
  
Frontier Digital Ventures Limited  
Level 7, 330 Collins Street  
Melbourne VIC 3000
2. Holder's name and address:  
  
Christophe Rousseaux  
Dreve des pins 44,  
1420 Braine l'alleud,  
Belgium
2. Each \*controllers' name and address:  
  
Nil.
3. Escrow period (the date from which the initial restricted securities are escrowed):  
  
The period of 12 months from the date the restricted securities were issued to the holder.
4. Particulars of restricted securities:  
  
218,563 ordinary shares in the entity.
5. Particulars of controller interests:  
  
Nil.
6. Particulars of security interests over restricted securities:  
  
Nil.
7. Particulars of security interests over controller interests:  
  
Nil.

Dated: 26 July 2016

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+ See chapter 19 for defined terms.

Appendix 9A  
Restriction agreement

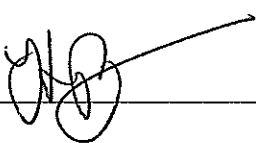
---

**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

sign here   
▶  
Company Secretary/Director

print name MARK LICCIARDO

sign here   
▶  
Director

print name SHAUN DIGREGORIO

**Holder**

Signed sealed and delivered by  
**Christophe Rousseaux**  
by

Sign here  
▶ \_\_\_\_\_

Witness  
sign here ▶ \_\_\_\_\_

print name \_\_\_\_\_



Appendix 9A  
Restriction agreement

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Entity

Signed sealed and delivered by  
Frontier Digital Ventures Limited  
by

sign here



Company Secretary/Director

print name

sign here



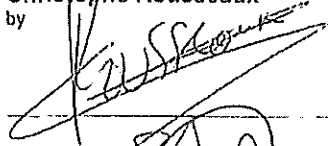
Director

print name

Holder

Signed sealed and delivered by  
Christophe Rousseaux  
by

Sign here

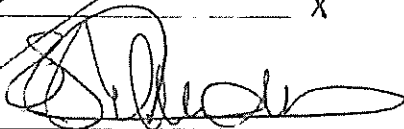


X

Witness

sign here

(X)



print name

EVELYNNE HELMANS.

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+ See chapter 19 for defined terms.

# Appendix 9A

## Restriction agreement

Introduced 01/07/96 Origin: Appendix 11 Amended 01/07/98, 11/03/02, 24/10/05, 20/07/07

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the \*official list of ASX.
- B. We have 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 agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

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.

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+ See chapter 19 for defined terms.

## Appendix 9A

### Restriction agreement

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- (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.
- (d) Participate in a return of capital made by the entity.

Amended 24/10/05

- 2. During the escrow period, a 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.
  - (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.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

## Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## Definitions and interpretation

In this agreement:

**ASX** means ASX Limited.

**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.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the +securities set out in item 5 of the schedule 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.

The singular includes the plural and vice versa.

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

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

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.

---

+ See chapter 19 for defined terms.

### Schedule

1. Entity's name and address:  
  
Frontier Digital Ventures Limited  
Level 7, 330 Collins Street  
Melbourne VIC 3000
2. Holder's name and address:  
  
Catcha Group Pte Ltd  
Company Number 200402949E,  
3 Raffles Place, 06-01 Bharat Building,  
Singapore 048617
2. Each +controllers' name and address:  
  
Patrick Grove of 37-22-3, Sri Penaga Condo, Jalan Medang Serai, Bukit  
Bandaraya Bangsar, 59100 Kuala Lumpur, Malaysia  
  
Lucas Elliot of 45-7, The Boulevard Mid Valley City, Lingkaran Syed Putra,  
59200 Kuala Lumpur, Malaysia
3. Escrow period (the date from which the initial restricted securities are  
escrowed):  
  
The period of 24 months from the date the entity is admitted to the official  
list of ASX.
4. Particulars of restricted securities:  
  
62,675,531 ordinary shares in the entity.
5. Particulars of controller interests:  
  
Patrick Grove holds a 80% interest (2,869,457 shares) and Lucas Elliot holds a  
20% interest (717,363 shares) in Catcha Group Pte Ltd
6. Particulars of security interests over restricted securities:  
  
Nil.
7. Particulars of security interests over controller interests:  
  
Nil.

Dated: 26 July 2016

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+ See chapter 19 for defined terms.

**Appendix 9A**  
**Restriction agreement**

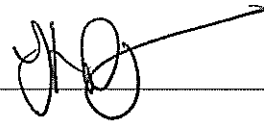
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**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

sign here   
▶  
Company Secretary/Director

print name MARK LICCIARDO

sign here   
▶  
Director

print name SHAUN DIGREGORIO

**Holder**

Signed sealed and delivered by  
**Catcha Group Pte Ltd**  
by

sign here  
▶  
Company Secretary/Director

print name \_\_\_\_\_

sign here  
▶  
Director

print name \_\_\_\_\_

Appendix 9A  
Restriction agreement

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Entity

Signed sealed and delivered by  
Frontier Digital Ventures Limited

by

sign here



Company Secretary/Director

print name \_\_\_\_\_

sign here



Director

print name \_\_\_\_\_

Holder

Signed sealed and delivered by  
Catcha Group Pte Ltd

by

sign here



Company Secretary/Director

print name \_\_\_\_\_ LUCAS ELLIOTT

sign here



Director

print name \_\_\_\_\_ PATRICK GROVE

---

+ See chapter 19 for defined terms.

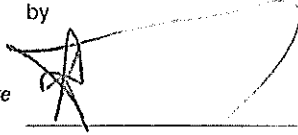


Controller

Signed sealed and delivered by  
Patrick Grove

by

Sign here  
▶



Witness  
sign here▶



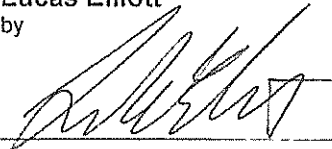
print name Claudia Elena Fong Villa

Controller

Signed sealed and delivered by  
Lucas Elliott

by

Sign here  
▶



Witness  
sign here▶



print name Claudia Elena Fong Villa

# Appendix 9A

## Restriction agreement

Introduced 01/07/96 Origin: Appendix 11 Amended 01/07/98, 11/03/02, 24/10/05, 20/07/07

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the <sup>+</sup>official list of ASX.
- B. We have provided ASX with all the information necessary to properly form an opinion about who is a <sup>+</sup>controller of the holder and who is required to execute this agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

1. During the escrow period, the holder will not do any of the following.
  - (a) <sup>+</sup>Dispose of, or agree or offer to <sup>+</sup>dispose of, the restricted securities.

---

<sup>+</sup> See chapter 19 for defined terms.

## Appendix 9A

### Restriction agreement

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- (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.
- (d) Participate in a return of capital made by the entity.

Amended 24/10/05

- 2. During the escrow period, a 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.
  - (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.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

## Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## Definitions and interpretation

In this agreement:

**ASX** means ASX Limited.

**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.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the \*securities set out in item 5 of the schedule 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.

The singular includes the plural and vice versa.

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

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

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.

---

+ See chapter 19 for defined terms.

### Schedule

1. Entity's name and address:  
  
Frontier Digital Ventures Limited  
Suite 806, Level 8, 70 Pitt Street,  
Sydney NSW 2000
2. Holder's name and address:  
  
Burgowan Investments Pty Ltd  
GPO Box 582, Brisbane,  
QLD 4001  
Australia
2. Each \*controllers' name and address:  
  
Nil.
3. Escrow period (the date from which the initial restricted securities are escrowed):  
  
The period of 12 months from the date the restricted securities were issued to the holder.
4. Particulars of restricted securities:  
  
87,425 ordinary shares in the entity.
5. Particulars of controller interests:  
  
Nil.
6. Particulars of security interests over restricted securities:  
  
Nil.
7. Particulars of security interests over controller interests:  
  
Nil.

Dated: 26 July 2016

---

+ See chapter 19 for defined terms.

**Appendix 9A**  
**Restriction agreement**

---

**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

sign here



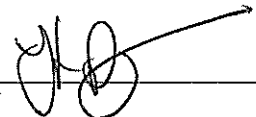
  
\_\_\_\_\_  
Company Secretary/Director

print name

MARK LICCIARDI

sign here



  
\_\_\_\_\_  
Director

print name

SHAUN DIGREGORIO

**Holder**

Signed sealed and delivered by  
**Burgowan Investments Pty Ltd**  
by

sign here



\_\_\_\_\_  
Company Secretary/Director

print name

\_\_\_\_\_

sign here



\_\_\_\_\_  
Director

print name

\_\_\_\_\_

Appendix 9A  
Restriction agreement

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**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

sign here



\_\_\_\_\_  
Company Secretary/Director

print name

sign here



\_\_\_\_\_  
Director

print name

**Holder**

Signed sealed and delivered by  
**Burgowan Investments Pty Ltd**  
by

sign here



  
\_\_\_\_\_  
Company Secretary/Director

print name

Robert Ivor Ries

sign here

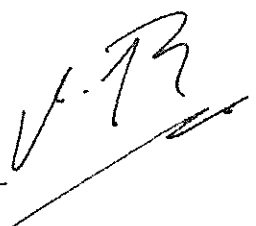


\_\_\_\_\_  
Director

print name

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+ See chapter 19 for defined terms.





# Appendix 9A

## Restriction agreement

Introduced 01/07/96 Origin: Appendix 11 Amended 01/07/98, 11/03/02, 24/10/05, 20/07/07

We, the persons in:

- Item 1 of the schedule (“entity”);
- Item 2 of the schedule (“holder”);
- Item 3 of the schedule (“controller”),

agree as follows.

### Introduction

- A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the \*official list of ASX.
- B. We have 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 agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

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.

---

+ See chapter 19 for defined terms.

## Appendix 9A

### Restriction agreement

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- (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.
- (d) Participate in a return of capital made by the entity.

Amended 24/10/05

- 2. During the escrow period, a 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.
  - (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.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

## Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any \*controller are parties to this agreement, the holder has the \*controllers set out in item 3 with the controller interests identified in item 6, and any \*controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each \*controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the \*controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each \*controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a \*controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a \*controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or \*conversion of any of the \*restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the \*restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## Definitions and interpretation

In this agreement:

**ASX** means ASX Limited.

**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.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the +securities set out in item 5 of the schedule 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.

The singular includes the plural and vice versa.

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

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

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.

---

+ See chapter 19 for defined terms.

### Schedule

1. Entity's name and address:  
  
Frontier Digital Ventures Limited  
Level 7, 330 Collins Street  
Melbourne VIC 3000
2. Holder's name and address:  
  
Boston Asset Management Pty Ltd  
PO BOX 343 Balwyn,  
VIC 3103  
Australia
2. Each +controllers' name and address:  
  
Nil.
3. Escrow period (the date from which the initial restricted securities are escrowed):  
  
The period of 12 months from the date the restricted securities were issued to the holder.
4. Particulars of restricted securities:  
  
21,856 ordinary shares in the entity.
5. Particulars of controller interests:  
  
Nil.
6. Particulars of security interests over restricted securities:  
  
Nil.
7. Particulars of security interests over controller interests:  
  
Nil.

Dated: 26 July 2016

---

+ See chapter 19 for defined terms.

**Appendix 9A**  
**Restriction agreement**

---

**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

sign here



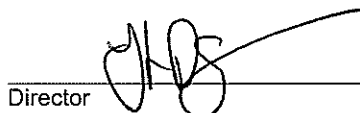
  
\_\_\_\_\_  
Company Secretary/Director

print name

MARK LICCIARDO

sign here



  
\_\_\_\_\_  
Director

print name

SHAUN DIGREGORIO

**Holder**

Signed sealed and delivered by  
**Boston Asset Management Pty Ltd**  
by

sign here



\_\_\_\_\_  
Company Secretary/Director

print name

sign here



\_\_\_\_\_  
Director

print name

Appendix 9A  
Restriction agreement

---

**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

sign here



\_\_\_\_\_  
Company Secretary/Director

print name

\_\_\_\_\_

sign here



\_\_\_\_\_  
Director

print name

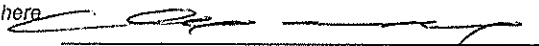
\_\_\_\_\_

**Holder**

Signed sealed and delivered by  
**Boston Asset Management Pty Ltd**  
by

sign here



  
\_\_\_\_\_  
Company Secretary/Director

print name

STEPHEN JACKI DIRECTOR & COMPANY SECRETARY

sign here



  
\_\_\_\_\_  
Director

print name

LESLEY C. JACKS

# Appendix 9A

## Restriction agreement

Introduced 01/07/96 Origin: Appendix 11 Amended 01/07/98, 11/03/02, 24/10/05, 20/07/07

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity intends to issue restricted securities to the holder. The holder will hold the restricted securities as set out in this agreement. It is a condition of the issue of the restricted securities that we will comply with this agreement.
- B. We have 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 agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

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.

---

+ See chapter 19 for defined terms.



- (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.
  - (d) Participate in a return of capital made by the entity.  
Amended 24/10/05
- 2. During the escrow period, a 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.
  - (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.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

## Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## Definitions and interpretation

In this agreement:

**ASX** means ASX Limited.

**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.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the +securities set out in item 5 of the schedule 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.

The singular includes the plural and vice versa.

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

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

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.

---

+ See chapter 19 for defined terms.

### Schedule

1. Entity's name and address:  
  
Frontier Digital Ventures Limited  
Level 7, 330 Collins Street,  
Melbourne VIC 3000
2. Holder's name and address:  
  
Jacques Jules Temgo Guiffo  
B.P. 125 Bonamoussadi  
DOUALA - Cameroun
3. Each +controllers' name and address:  
  
Nil.
4. Escrow period (the date from which the initial restricted securities are escrowed):  
  
The period of 12 months from the date the restricted securities are issued to the holder.
5. Particulars of restricted securities:  
  
473,538 ordinary shares in the entity which will be issued to the holder on completion of the Share Sale Agreement as defined in the Prospectus dated 9 August 2016.
6. Particulars of controller interests:  
  
Nil.
7. Particulars of security interests over restricted securities:  
  
Nil.
8. Particulars of security interests over controller interests:  
  
Nil.

Dated: 26 July 2016

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+ See chapter 19 for defined terms.


Appendix 9A  
Restriction agreement

---

**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

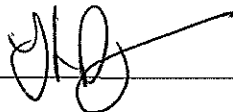
sign here

  
\_\_\_\_\_  
Company Secretary/Director

print name

MARK LICCIARDO

sign here

  
\_\_\_\_\_  
Director

print name

SHAUN DIGREGORIO

**Holder**

Signed sealed and delivered by  
**Jacques Jules Temgo Guiffo**  
by

Sign here



\_\_\_\_\_

Witness

sign here



\_\_\_\_\_

print name

\_\_\_\_\_

**Appendix 9A**  
**Restriction agreement**

---

**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

sign here



\_\_\_\_\_  
Company Secretary/Director

print name \_\_\_\_\_

sign here



\_\_\_\_\_  
Director

print name \_\_\_\_\_

**Holder**

Signed sealed and delivered by  
**Jacques Jules Temgo Guiffo**  
by

Sign here



\_\_\_\_\_

Witness  
sign here



\_\_\_\_\_

print name TATSA MEFEUYA NASEK

# Appendix 9A

## Restriction agreement

Introduced 01/07/96 Origin: Appendix 11 Amended 01/07/98, 11/03/02, 24/10/05, 20/07/07

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity intends to issue restricted securities to the holder. The holder will hold the restricted securities as set out in this agreement. It is a condition of the issue of the restricted securities that we will comply with this agreement.
- B. We have 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 agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

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.

---

+ See chapter 19 for defined terms.

- (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.
  - (d) Participate in a return of capital made by the entity.
- Amended 24/10/05
- 2. During the escrow period, a 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.
  - (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.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

## **Warranties**

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

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+ See chapter 19 for defined terms.



The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## Definitions and interpretation

In this agreement:

**ASX** means ASX Limited.

**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.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the +securities set out in item 5 of the schedule 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.

The singular includes the plural and vice versa.

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

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

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.

---

+ See chapter 19 for defined terms.

### Schedule

1. Entity's name and address:  
  
Frontier Digital Ventures Limited  
Level 7, 330 Collins Street,  
Melbourne VIC 3000
2. Holder's name and address:  
  
Teh Eileen  
54, East Coast Terrace , #02-07  
Singapore 458949
3. Each +controllers' name and address:  
  
Nil.
4. Escrow period (the date from which the initial restricted securities are escrowed):  
  
The period of 12 months from the date the restricted securities are issued to the holder.
5. Particulars of restricted securities:  
  
759,686 ordinary shares in the entity which will be issued to the holder on completion of the Share Sale Agreement as defined in the Prospectus dated 9 August 2016.
6. Particulars of controller interests:  
  
Nil.
7. Particulars of security interests over restricted securities:  
  
Nil.
8. Particulars of security interests over controller interests:  
  
Nil.

Dated: 26 July 2016

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+ See chapter 19 for defined terms.

Appendix 9A  
Restriction agreement

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**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

sign here  
▶

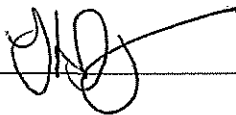
  
\_\_\_\_\_  
Company Secretary/Director

print name

MARK LICCIARDO

sign here  
▶

Director

  
\_\_\_\_\_

print name

SHAUN DIURECHIO

**Holder**

Signed sealed and delivered by  
**Teh Eileen**  
by

Sign here  
▶

Witness

sign here▶

print name

Appendix 9A  
Restriction agreement

---

**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

sign here



\_\_\_\_\_  
Company Secretary/Director

print name

\_\_\_\_\_

sign here



\_\_\_\_\_  
Director

print name


\_\_\_\_\_

**Holder**

Signed sealed and delivered by  
**Teh Eileen**  
by

Sign here




  
\_\_\_\_\_

Witness

sign here



  
\_\_\_\_\_

print name

  
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+ See chapter 19 for defined terms.

# Appendix 9A

## Restriction agreement

Introduced 01/07/96 Origin: Appendix 11 Amended 01/07/98, 11/03/02, 24/10/05, 20/07/07

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity intends to issue restricted securities to the holder. The holder will hold the restricted securities as set out in this agreement. It is a condition of the issue of the restricted securities that we will comply with this agreement.
- B. We have 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 agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

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.

---

+ See chapter 19 for defined terms.

## Appendix 9A

### Restriction agreement

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- (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.
- (d) Participate in a return of capital made by the entity.

Amended 24/10/05

- 2. During the escrow period, a 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.
  - (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.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

## Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.



## Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## Definitions and interpretation

In this agreement:

**ASX** means ASX Limited.

**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.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the +securities set out in item 5 of the schedule 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.

The singular includes the plural and vice versa.

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

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

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.

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+ See chapter 19 for defined terms.

### Schedule

1. Entity's name and address:  
  
Frontier Digital Ventures Limited  
Level 7, 330 Collins Street,  
Melbourne VIC 3000
2. Holder's name and address:  
  
Thaw Tint  
348 Yishun Ave 11 , #10-583  
Singapore 763348
3. Each +controllers' name and address:  
  
Nil.
4. Escrow period (the date from which the initial restricted securities are escrowed):  
  
The period of 12 months from the date the restricted securities are issued to the holder.
5. Particulars of restricted securities:  
  
506,393 ordinary shares in the entity which will be issued to the holder on completion of the Share Sale Agreement as defined in the Prospectus dated 9 August 2016.
6. Particulars of controller interests:  
  
Nil.
7. Particulars of security interests over restricted securities:  
  
Nil.
8. Particulars of security interests over controller interests:  
  
Nil.

Dated: 26 July 2016

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+ See chapter 19 for defined terms.


**Appendix 9A**  
**Restriction agreement**

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**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

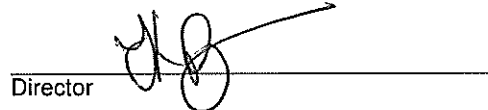
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\_\_\_\_\_  
Company Secretary/Director

print name

**MARK LICCIARDI**

sign here  
▶

  
\_\_\_\_\_  
Director

print name

**SHAUN DIGREGORIO**

**Holder**

Signed sealed and delivered by  
**Thaw Tint**  
by

Sign here  
▶

\_\_\_\_\_

Witness

sign here▶

\_\_\_\_\_

print name

\_\_\_\_\_

Appendix 9A  
Restriction agreement

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**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

*sign here*



\_\_\_\_\_  
Company Secretary/Director

*print name*

\_\_\_\_\_

*sign here*



\_\_\_\_\_  
Director

*print name*

\_\_\_\_\_

**Holder**

Signed sealed and delivered by  
**Thaw Tint**  
by

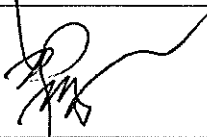
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*Witness  
sign here*



  
\_\_\_\_\_

*print name*

\_\_\_\_\_ **LIM KOK YUAN** \_\_\_\_\_

# Appendix 9A

## Restriction agreement

Introduced 01/07/96 Origin: Appendix 11 Amended 01/07/98, 11/03/02, 24/10/05, 20/07/07

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity intends to issue restricted securities to the holder. The holder will hold the restricted securities as set out in this agreement. It is a condition of the issue of the restricted securities that we will comply with this agreement.
- B. We have 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 agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

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.

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+ See chapter 19 for defined terms.

## Appendix 9A

### Restriction agreement

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- (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.
    - (d) Participate in a return of capital made by the entity.
- Amended 24/10/05
- 2. During the escrow period, a 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.
    - (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.
  - 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
  - 4.
    - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
    - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

### Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## Definitions and interpretation

In this agreement:

**ASX** means ASX Limited.

**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.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the +securities set out in item 5 of the schedule 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.

The singular includes the plural and vice versa.

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

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

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.

---

+ See chapter 19 for defined terms.



### Schedule

1. Entity's name and address:  
  
Frontier Digital Ventures Limited  
Level 7, 330 Collins Street,  
Melbourne VIC 3000
2. Holder's name and address:  
  
Wai Yan Lin  
Block 340, #09-05 Choa Chu Kang Loop,  
Singapore 680340
3. Each +controllers' name and address:  
  
Nil.
4. Escrow period (the date from which the initial restricted securities are escrowed):  
  
The period of 12 months from the date the restricted securities are issued to the holder.
5. Particulars of restricted securities:  
  
307,238 ordinary shares in the entity which will be issued to the holder on completion of the Share Sale Agreement as defined in the Prospectus dated 9 August 2016.
6. Particulars of controller interests:  
  
Nil.
7. Particulars of security interests over restricted securities:  
  
Nil.
8. Particulars of security interests over controller interests:  
  
Nil.

Dated: 26 July 2016

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+ See chapter 19 for defined terms.

**Appendix 9A**  
**Restriction agreement**

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**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

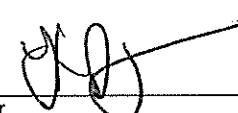
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\_\_\_\_\_  
Company Secretary/Director

print name

MARK LICCIARDI

sign here  
▶

  
\_\_\_\_\_  
Director

print name

SHAUN DIGREGORIO

**Holder**

Signed sealed and delivered by  
**Wai Yan Lin**  
by

Sign here  
▶

\_\_\_\_\_

Witness  
sign here▶

\_\_\_\_\_

print name

\_\_\_\_\_

Appendix 9A  
Restriction agreement

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Entity

Signed sealed and delivered by  
Frontier Digital Ventures Limited  
by

sign here



Company Secretary/Director

print name

sign here



Director

print name

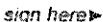
Holder

Signed sealed and delivered by  
Wai Yan Lin  
by

Sign here



Witness  
sign here



print name

MYAT MIN HAN

# Appendix 9A

## Restriction agreement

Introduced 01/07/96 Origin: Appendix 11 Amended 01/07/98, 11/03/02, 24/10/05, 20/07/07

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity intends to issue restricted securities to the holder. The holder will hold the restricted securities as set out in this agreement. It is a condition of the issue of the restricted securities that we will comply with this agreement.
- B. We have 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 agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

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.

---

+ See chapter 19 for defined terms.

- (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.
- (d) Participate in a return of capital made by the entity.

Amended 24/10/05

- 2. During the escrow period, a 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.
  - (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.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

## **Warranties**

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## Definitions and interpretation

In this agreement:

**ASX** means ASX Limited.

**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.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the +securities set out in item 5 of the schedule 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.

The singular includes the plural and vice versa.

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

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

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.

---

+ See chapter 19 for defined terms.

### Schedule

1. Entity's name and address:  
  
Frontier Digital Ventures Limited  
Level 7, 330 Collins Street,  
Melbourne VIC 3000
2. Holder's name and address:  
  
Wai Phyo Kyaw  
No. 8, Aung Thiri 7 Street, Ward 28,  
North Dagon Township,  
Yangon, Myanmar
3. Each +controllers' name and address:  
  
Nil.
4. Escrow period (the date from which the initial restricted securities are escrowed):  
  
The period of 12 months from the date the restricted securities are issued to the holder.
5. Particulars of restricted securities:  
  
226,386 ordinary shares in the entity which will be issued to the holder on completion of the Share Sale Agreement as defined in the Prospectus dated 9 August 2016.
6. Particulars of controller interests:  
  
Nil.
7. Particulars of security interests over restricted securities:  
  
Nil.
8. Particulars of security interests over controller interests:  
  
Nil.

Dated: 26 July 2016

---

+ See chapter 19 for defined terms.




**Appendix 9A**  
**Restriction agreement**

---

**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

sign here  
▶

  
\_\_\_\_\_  
Company Secretary/Director

print name

MARK LICCIARDI

sign here  
▶

  
\_\_\_\_\_  
Director

print name

SHAUN DIGREGORIO

**Holder**

Signed sealed and delivered by  
**Wai Phyo Kyaw**  
by

Sign here  
▶

Witness  
sign here▶

print name

**Appendix 9A**  
**Restriction agreement**

---

**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

sign here



\_\_\_\_\_  
Company Secretary/Director

print name

\_\_\_\_\_

sign here



\_\_\_\_\_  
Director

print name

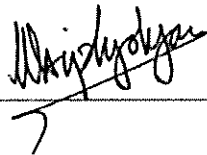
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**Holder**

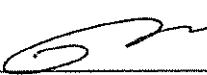
Signed sealed and delivered by  
**Wai Phyo Kyaw**  
by

Sign here



  
\_\_\_\_\_

Witness  
sign here▶

  
\_\_\_\_\_

print name

\_\_\_\_\_ **WAI YAN LIN** \_\_\_\_\_

# Appendix 9A

## Restriction agreement

Introduced 01/07/96 Origin: Appendix 11 Amended 01/07/98, 11/03/02, 24/10/05, 20/07/07

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity intends to issue restricted securities to the holder. The holder will hold the restricted securities as set out in this agreement. It is a condition of the issue of the restricted securities that we will comply with this agreement.
- B. We have 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 agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

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.

---

+ See chapter 19 for defined terms.

- (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.
- (d) Participate in a return of capital made by the entity.

*Amended 24/10/05*

- 2. During the escrow period, a 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.
  - (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.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the \*certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or \*recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the \*issuer sponsored subregister, the holder hereby agrees in writing to the application of a \*holding lock to the restricted securities.

## **Warranties**

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no \*controller.
  - (c) The holder has the \*controllers set out in item 3 with the interests identified in item 6, and each \*controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## Definitions and interpretation

In this agreement:

**ASX** means ASX Limited.

**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.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the \*securities set out in item 5 of the schedule 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.

The singular includes the plural and vice versa.

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

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

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.

---

+ See chapter 19 for defined terms.

### Schedule

1. Entity's name and address:  
  
Frontier Digital Ventures Limited  
Level 7, 330 Collins Street,  
Melbourne VIC 3000
2. Holder's name and address:  
  
Myat Min Han  
27 (3A), Dagon Thiri Street, Kyauk Myaung Ward, Tamwe Township,  
Yangon, Myanmar
3. Each \*controllers' name and address:  
  
Nil.
4. Escrow period (the date from which the initial restricted securities are escrowed):  
  
The period of 12 months from the date the restricted securities are issued to the holder.
5. Particulars of restricted securities:  
  
258,727 ordinary shares in the entity which will be issued to the holder on completion of the Share Sale Agreement as defined in the Prospectus dated 9 August 2016.
6. Particulars of controller interests:  
  
Nil.
7. Particulars of security interests over restricted securities:  
  
Nil.
8. Particulars of security interests over controller interests:  
  
Nil.

Dated: 26 July 2016

---

+ See chapter 19 for defined terms.


**Appendix 9A**  
**Restriction agreement**

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**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

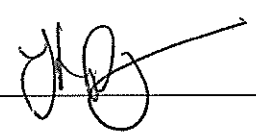
sign here  
▶

  
\_\_\_\_\_  
Company Secretary/Director

print name

MARK LICCIARDO

sign here  
▶

  
\_\_\_\_\_  
Director

print name

SHAUN DIGREGORIO

**Holder**

Signed sealed and delivered by  
**Myat Min Han**  
by

Sign here  
▶

\_\_\_\_\_

Witness  
sign here▶

\_\_\_\_\_

print name

\_\_\_\_\_



Appendix 9A  
Restriction agreement

---

Entity

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

sign here



\_\_\_\_\_  
Company Secretary/Director

print name

sign here



\_\_\_\_\_  
Director

print name

Holder

Signed sealed and delivered by  
**Myat Min Han**  
by

Sign here



Witness  
sign here



print name

\_\_\_\_\_  
WAI PHYO KYAW

# Appendix 9A

## Restriction agreement

Introduced 01/07/96 Origin: Appendix 11 Amended 01/07/98, 11/03/02, 24/10/05, 20/07/07

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity intends to issue restricted securities to the holder. The holder will hold the restricted securities as set out in this agreement. It is a condition of the issue of the restricted securities that we will comply with this agreement.
- B. We have 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 agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

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.

---

+ See chapter 19 for defined terms.

- (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.
- (d) Participate in a return of capital made by the entity.

Amended 24/10/05

- 2. During the escrow period, a 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.
  - (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.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

## **Warranties**

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## Definitions and interpretation

In this agreement:

**ASX** means ASX Limited.

**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.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the +securities set out in item 5 of the schedule 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.

The singular includes the plural and vice versa.

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

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

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.

---

+ See chapter 19 for defined terms.

### Schedule

1. Entity's name and address:  
  
Frontier Digital Ventures Limited  
Level 7, 330 Collins Street,  
Melbourne VIC 3000
2. Holder's name and address:  
  
Peyriere Axel Bruno Pierre-Yves  
25/140 Addison Road  
2095 Manly, NSW Australia
3. Each +controllers' name and address:  
  
Nil.
4. Escrow period (the date from which the initial restricted securities are escrowed):  
  
The period of 12 months from the date the restricted securities are issued to the holder.
5. Particulars of restricted securities:  
  
92,549 ordinary shares in the entity which will be issued to the holder on completion of the Share Sale Agreement as defined in the Prospectus dated 9 August 2016.
6. Particulars of controller interests:  
  
Nil.
7. Particulars of security interests over restricted securities:  
  
Nil.
8. Particulars of security interests over controller interests:  
  
Nil.

Dated: 26 July 2016

---

+ See chapter 19 for defined terms.

**Appendix 9A**  
**Restriction agreement**

---

**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

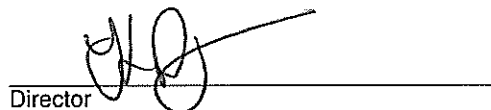
sign here  
▶

  
\_\_\_\_\_  
Company Secretary/Director

print name

MARK LICCIARDO

sign here  
▶

  
\_\_\_\_\_  
Director

print name

SHAUN DIGREGORIO

**Holder**

Signed sealed and delivered by  
**Peyriere Axel Bruno Pierre-Yves**  
by

Sign here  
▶

\_\_\_\_\_

Witness

sign here▶

\_\_\_\_\_

print name

\_\_\_\_\_

Appendix 9A  
Restriction agreement

---

**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

*sign here*



\_\_\_\_\_  
Company Secretary/Director

*print name*

*sign here*



\_\_\_\_\_  
Director

*print name*

**Holder**

Signed sealed and delivered by  
**Peyriere Axel Bruno Pierre-Yves**  
by

*Sign here*



\_\_\_\_\_  


*Witness  
sign here*



\_\_\_\_\_  


*print name*



# Appendix 9A

## Restriction agreement

Introduced 01/07/96 Origin: Appendix 11 Amended 01/07/98, 11/03/02, 24/10/05, 20/07/07

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity intends to issue restricted securities to the holder. The holder will hold the restricted securities as set out in this agreement. It is a condition of the issue of the restricted securities that we will comply with this agreement.
- B. We have 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 agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

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.

---

+ See chapter 19 for defined terms.

- (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.
  - (d) Participate in a return of capital made by the entity.
- Amended 24/10/05
- 2. During the escrow period, a 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.
  - (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.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

## **Warranties**

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## Definitions and interpretation

In this agreement:

ASX means ASX Limited.

**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.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the \*securities set out in item 5 of the schedule 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.

The singular includes the plural and vice versa.

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

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

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.

---

+ See chapter 19 for defined terms.

### Schedule

1. Entity's name and address:  
  
Frontier Digital Ventures Limited  
Level 7, 330 Collins Street,  
Melbourne VIC 3000
2. Holder's name and address:  
  
Nkashama Tshibangu Steve  
Maratontie 5B As.3  
01280 Vantaa, Finland
3. Each +controllers' name and address:  
  
Nil.
4. Escrow period (the date from which the initial restricted securities are escrowed):  
  
The period of 12 months from the date the restricted securities are issued to the holder.
5. Particulars of restricted securities:  
  
216,566 ordinary shares in the entity which will be issued to the holder on completion of the Share Sale Agreement as defined in the Prospectus dated 9 August 2016.
6. Particulars of controller interests:  
  
Nil.
7. Particulars of security interests over restricted securities:  
  
Nil.
8. Particulars of security interests over controller interests:  
  
Nil.

Dated: 26 July 2016

---

+ See chapter 19 for defined terms.

**Appendix 9A**  
**Restriction agreement**

---

**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

sign here



Company Secretary/Director

print name

MARK LICCIARDO

sign here



Director

print name

SHAUN DIGREGORIO

**Holder**

Signed sealed and delivered by  
**Nkashama Tshibangu Steve**  
by

Sign here



\_\_\_\_\_

Witness

sign here



\_\_\_\_\_

print name

\_\_\_\_\_

Appendix 9A  
Restriction agreement

---

Entity

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

sign here



\_\_\_\_\_  
Company Secretary/Director

print name

\_\_\_\_\_

sign here



\_\_\_\_\_  
Director

print name

\_\_\_\_\_

Holder

Signed sealed and delivered by  
**Nkashama Tshibangu Steve**  
by

Sign here



\_\_\_\_\_

Witness  
sign here



\_\_\_\_\_

print name

\_\_\_\_\_ *Ah Soloneu*  
attorney at law

# Appendix 9A

## Restriction agreement

Introduced 01/07/96 Origin: Appendix 11 Amended 01/07/98, 11/03/02, 24/10/05, 20/07/07

We, the persons in:

- Item 1 of the schedule (“entity”);
- Item 2 of the schedule (“holder”);
- Item 3 of the schedule (“controller”),

agree as follows.

### Introduction

- A. The entity intends to issue restricted securities to the holder. The holder will hold the restricted securities as set out in this agreement. It is a condition of the issue of the restricted securities that we will comply with this agreement.
- B. We have 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 agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

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.

---

+ See chapter 19 for defined terms.



- (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.
- (d) Participate in a return of capital made by the entity.

Amended 24/10/05

- 2. During the escrow period, a 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.
  - (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.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the \*certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or \*recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the \*issuer sponsored subregister, the holder hereby agrees in writing to the application of a \*holding lock to the restricted securities.

## Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no \*controller.
  - (c) The holder has the \*controllers set out in item 3 with the interests identified in item 6, and each \*controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## Definitions and interpretation

In this agreement:

**ASX** means ASX Limited.

**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.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the +securities set out in item 5 of the schedule 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.

The singular includes the plural and vice versa.

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

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

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.

---

+ See chapter 19 for defined terms.

### Schedule

1. Entity's name and address:  
  
Frontier Digital Ventures Limited  
Level 7, 330 Collins Street,  
Melbourne VIC 3000
2. Holder's name and address:  
  
Boris Metraux  
Kramgasse 9, 3011 Bern  
Switzerland
3. Each +controllers' name and address:  
  
Nil.
4. Escrow period (the date from which the initial restricted securities are escrowed):  
  
The period of 12 months from the date the restricted securities are issued to the holder.
5. Particulars of restricted securities:  
  
2,309,457 ordinary shares in the entity which will be issued to the holder on completion of the Share Sale Agreement as defined in the Prospectus dated 9 August 2016.
6. Particulars of controller interests:  
  
Nil.
7. Particulars of security interests over restricted securities:  
  
Nil.
8. Particulars of security interests over controller interests:  
  
Nil.

Dated: 26 July 2016

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+ See chapter 19 for defined terms.

Appendix 9A  
Restriction agreement

---

**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

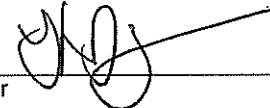
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\_\_\_\_\_  
Company Secretary/Director

print name

MARK LICCIARDO

sign here  
▶

  
\_\_\_\_\_  
Director

print name

SHAUN DIGREGORIO

**Holder**

Signed sealed and delivered by  
**Boris Metraux**  
by

Sign here  
▶

\_\_\_\_\_

Witness  
sign here▶

\_\_\_\_\_

print name

\_\_\_\_\_

Appendix 9A  
Restriction agreement

---

**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

sign here



\_\_\_\_\_  
Company Secretary/Director

print name

\_\_\_\_\_

sign here



\_\_\_\_\_  
Director

print name

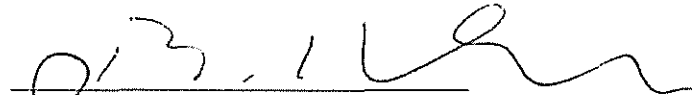
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**Holder**

Signed sealed and delivered by  
**Boris Metraux**  
by


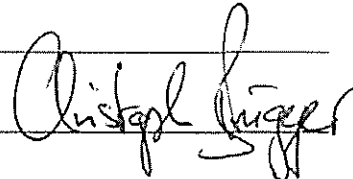
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Witness  
sign here



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print name

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# Appendix 9A

## Restriction agreement

Introduced 01/07/96 Origin: Appendix 11 Amended 01/07/98, 11/03/02, 24/10/05, 20/07/07

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity intends to issue restricted securities to the holder. The holder will hold the restricted securities as set out in this agreement. It is a condition of the issue of the restricted securities that we will comply with this agreement.
- B. We have 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 agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

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.

---

+ See chapter 19 for defined terms.

- (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.
    - (d) Participate in a return of capital made by the entity.
- Amended 24/10/05
- 2. During the escrow period, a 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.
    - (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.
  - 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
  - 4.
    - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
    - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

## Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.



The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## Definitions and interpretation

In this agreement:

ASX means ASX Limited.

**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.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the \*securities set out in item 5 of the schedule 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.

The singular includes the plural and vice versa.

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

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

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.

---

+ See chapter 19 for defined terms.

### Schedule

1. Entity's name and address:  
  
Frontier Digital Ventures Limited  
Level 7, 330 Collins Street,  
Melbourne VIC 3000
2. Holder's name and address:  
  
Wendy Jordan  
Kramgasse 9, 3011 Bern  
Switzerland
3. Each +controllers' name and address:  
  
Nil.
4. Escrow period (the date from which the initial restricted securities are escrowed):  
  
The period of 12 months from the date the restricted securities are issued to the holder.
5. Particulars of restricted securities:  
  
2,309,457 ordinary shares in the entity which will be issued to the holder on completion of the Share Sale Agreement as defined in the Prospectus dated 9 August 2016.
6. Particulars of controller interests:  
  
Nil.
7. Particulars of security interests over restricted securities:  
  
Nil.
8. Particulars of security interests over controller interests:  
  
Nil.

Dated: 26 July 2016

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+ See chapter 19 for defined terms.

Appendix 9A  
Restriction agreement

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**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

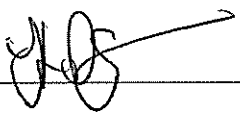
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\_\_\_\_\_  
Company Secretary/Director

print name

MARK LICCIARDO

sign here

  
\_\_\_\_\_  
Director

print name

SHAUN DIGREGORIO

**Holder**

Signed sealed and delivered by  
**Wendy Jordan**  
by

Sign here

\_\_\_\_\_

Witness

sign here▶

\_\_\_\_\_

print name

\_\_\_\_\_

Appendix 9A  
Restriction agreement

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**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

sign here



\_\_\_\_\_  
Company Secretary/Director

print name



sign here



\_\_\_\_\_  
Director

print name

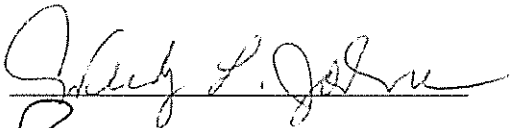


**Holder**

Signed sealed and delivered by  
**Wendy Jordan**  
by

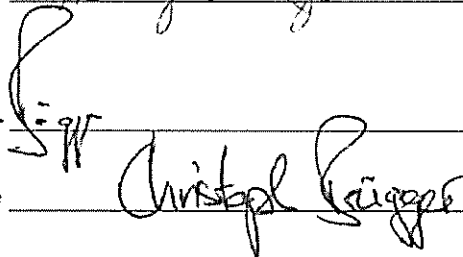
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Witness  
sign here



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print name



# Appendix 9A

## Restriction agreement

Introduced 01/07/96 Origin: Appendix 11 Amended 01/07/98, 11/03/02, 24/10/05, 20/07/07

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity intends to issue restricted securities to the holder. The holder will hold the restricted securities as set out in this agreement. It is a condition of the issue of the restricted securities that we will comply with this agreement.
- B. We have 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 agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

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.

---

+ See chapter 19 for defined terms.

- (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.
  - (d) Participate in a return of capital made by the entity.
- Amended 24/10/05
- 2. During the escrow period, a 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.
  - (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.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

## **Warranties**

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.



## Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## Definitions and interpretation

In this agreement:

**ASX** means ASX Limited.

**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.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the +securities set out in item 5 of the schedule 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.

The singular includes the plural and vice versa.

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

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

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.

---

+ See chapter 19 for defined terms.

### Schedule

1. Entity's name and address:  
  
Frontier Digital Ventures Limited  
Level 7, 330 Collins Street,  
Melbourne VIC 3000
2. Holder's name and address:  
  
Didier Katumwa Ngituka  
Rozenlaan, 13 - 1770 Liedekerke,  
Belgium
3. Each +controllers' name and address:  
  
Nil.
4. Escrow period (the date from which the initial restricted securities are escrowed):  
  
The period of 12 months from the date the restricted securities are issued to the holder.
5. Particulars of restricted securities:  
  
99,750 ordinary shares in the entity which will be issued to the holder on completion of the Share Sale Agreement as defined in the Prospectus dated 9 August 2016.
6. Particulars of controller interests:  
  
Nil.
7. Particulars of security interests over restricted securities:  
  
Nil.
8. Particulars of security interests over controller interests:  
  
Nil.

Dated: 26 July 2016

---

+ See chapter 19 for defined terms.

Appendix 9A  
Restriction agreement

---

**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by


sign here  
▶

  
\_\_\_\_\_  
Company Secretary/Director

print name

MARK LICCIARDO

sign here  
▶

  
\_\_\_\_\_  
Director

print name

SHAUN DIGREGORIO

**Holder**

Signed sealed and delivered by  
**Didier Katumwa Ngituka**  
by

Sign here  
▶

\_\_\_\_\_

Witness

sign here▶

\_\_\_\_\_

print name

\_\_\_\_\_

Appendix 9A  
Restriction agreement

---

Entity

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

sign here



\_\_\_\_\_  
Company Secretary/Director

print name

\_\_\_\_\_

sign here



\_\_\_\_\_  
Director

print name


\_\_\_\_\_

Holder

Signed sealed and delivered by  
**Didier Katumwa Ngituka**  
by

Sign here



\_\_\_\_\_  


Witness  
sign here▶

\_\_\_\_\_  


print name

\_\_\_\_\_ *Gisele Atungimana Iondja*

# Appendix 9A

## Restriction agreement

Introduced 01/07/96 Origin: Appendix 11 Amended 01/07/98, 11/03/02, 24/10/05, 20/07/07

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity intends to issue restricted securities to the holder. The holder will hold the restricted securities as set out in this agreement. It is a condition of the issue of the restricted securities that we will comply with this agreement.
- B. We have 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 agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

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.

---

+ See chapter 19 for defined terms.

- (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.
- (d) Participate in a return of capital made by the entity.

Amended 24/10/05

- 2. During the escrow period, a 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.
  - (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.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

## Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## Definitions and interpretation

In this agreement:

**ASX** means ASX Limited.

**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.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the \*securities set out in item 5 of the schedule 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.

The singular includes the plural and vice versa.

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

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

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.

---

+ See chapter 19 for defined terms.



### Schedule

1. Entity's name and address:  
  
Frontier Digital Ventures Limited  
Level 7, 330 Collins Street,  
Melbourne VIC 3000
2. Holder's name and address:  
  
Dido Kiswaka Boye  
42, Route Golf, quartier Golf, commune de Lubumbashi,  
DR Congo
3. Each +controllers' name and address:  
  
Nil.
4. Escrow period (the date from which the initial restricted securities are escrowed):  
  
The period of 12 months from the date the restricted securities are issued to the holder.
5. Particulars of restricted securities:  
  
49,875 ordinary shares in the entity which will be issued to the holder on completion of the Share Sale Agreement as defined in the Prospectus dated 9 August 2016.
6. Particulars of controller interests:  
  
Nil.
7. Particulars of security interests over restricted securities:  
  
Nil.
8. Particulars of security interests over controller interests:  
  
Nil.

Dated: 26 July 2016

---

+ See chapter 19 for defined terms.


**Appendix 9A**  
**Restriction agreement**

---

**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

sign here  
▶

  
\_\_\_\_\_  
Company Secretary/Director

print name

MARK LICCIARDO

sign here  
▶

  
\_\_\_\_\_  
Director

print name

SHAUN DIGREGORIO

**Holder**

Signed sealed and delivered by  
**Dido Kiswaka Boye**  
by

Sign here  
▶

\_\_\_\_\_

Witness  
sign here▶

\_\_\_\_\_

print name

\_\_\_\_\_

Appendix 9A  
Restriction agreement

---

**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

sign here



\_\_\_\_\_  
Company Secretary/Director

print name

\_\_\_\_\_

sign here



\_\_\_\_\_  
Director

print name

\_\_\_\_\_

**Holder**

Signed sealed and delivered by  
**Dido Kiswaka Boye**  
by

Sign here



\_\_\_\_\_  


Witness  
sign here



\_\_\_\_\_  


print name

\_\_\_\_\_  
YUSUKE KONA

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+ See chapter 19 for defined terms.

# Appendix 9A

## Restriction agreement

Introduced 01/07/96 Origin: Appendix 11 Amended 01/07/98, 11/03/02, 24/10/05, 20/07/07

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity intends to issue restricted securities to the holder. The holder will hold the restricted securities as set out in this agreement. It is a condition of the issue of the restricted securities that we will comply with this agreement.
- B. We have 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 agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

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.

---

+ See chapter 19 for defined terms.

- (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.
  - (d) Participate in a return of capital made by the entity.
- Amended 24/10/05
- 2. During the escrow period, a 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.
  - (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.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

## **Warranties**

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## Definitions and interpretation

In this agreement:

**ASX** means ASX Limited.

**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.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the \*securities set out in item 5 of the schedule 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.

The singular includes the plural and vice versa.

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

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

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.

---

+ See chapter 19 for defined terms.

### Schedule

1. Entity's name and address:  
  
Frontier Digital Ventures Limited  
Level 7, 330 Collins Street,  
Melbourne VIC 3000
2. Holder's name and address:  
  
Christian Rucogoza Bizimana  
Rue des Glands, 12/RCHo, 1190 Forest,  
Belgium
3. Each +controllers' name and address:  
  
Nil.
4. Escrow period (the date from which the initial restricted securities are escrowed):  
  
The period of 12 months from the date the restricted securities are issued to the holder.
5. Particulars of restricted securities:  
  
99,750 ordinary shares in the entity which will be issued to the holder on completion of the Share Sale Agreement as defined in the Prospectus dated 9 August 2016.
6. Particulars of controller interests:  
  
Nil.
7. Particulars of security interests over restricted securities:  
  
Nil.
8. Particulars of security interests over controller interests:  
  
Nil.

Dated: 26 July 2016

---

+ See chapter 19 for defined terms.



**Appendix 9A**  
**Restriction agreement**

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**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

sign here

  
\_\_\_\_\_  
Company Secretary/Director

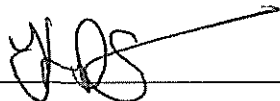
print name

MARK LICCIARDI

sign here



\_\_\_\_\_  
Director



print name

SHAUN DIGREGORIO

**Holder**

Signed sealed and delivered by  
**Christian Rucogoza Bizimana**  
by

Sign here



\_\_\_\_\_

Witness

sign here



\_\_\_\_\_

print name

\_\_\_\_\_

Appendix 9A  
Restriction agreement

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**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

sign here



\_\_\_\_\_  
Company Secretary/Director

print name

\_\_\_\_\_

sign here



\_\_\_\_\_  
Director

print name

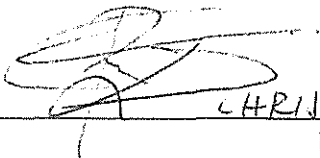
\_\_\_\_\_

**Holder**

Signed sealed and delivered by  
**Christian Rucogoza Bizimana**  
by

Sign here



  
\_\_\_\_\_  
CHRISTIAN RUCOGOZA  
BIZIMANA

Witness

sign here

  
\_\_\_\_\_

print name

\_\_\_\_\_  
HUART HUGUETIE

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+ See chapter 19 for defined terms.

# Appendix 9A

## Restriction agreement

Introduced 01/07/96 Origin: Appendix 11 Amended 01/07/98, 11/03/02, 24/10/05, 20/07/07

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity intends to issue restricted securities to the holder. The holder will hold the restricted securities as set out in this agreement. It is a condition of the issue of the restricted securities that we will comply with this agreement.
- B. We have 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 agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

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.

---

+ See chapter 19 for defined terms.

## Appendix 9A

### Restriction agreement

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- (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.
    - (d) Participate in a return of capital made by the entity.
- Amended 24/10/05
- 2. During the escrow period, a 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.
    - (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.
  - 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
  - 4.
    - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
    - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

## Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## Definitions and interpretation

In this agreement:

**ASX** means ASX Limited.

**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.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the +securities set out in item 5 of the schedule 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.

The singular includes the plural and vice versa.

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

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

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.

---

+ See chapter 19 for defined terms.

### Schedule

1. Entity's name and address:  
  
Frontier Digital Ventures Limited  
Level 7, 330 Collins Street,  
Melbourne VIC 3000
2. Holder's name and address:  
  
Richard Mbayo Wa Mbayo  
Avenu Dr. Mbayo, No 1, quartier Kinsuka Pêcheur,  
Commune de Ngaliema,  
Kinshasa - DR Congo
3. Each +controllers' name and address:  
  
Nil.
4. Escrow period (the date from which the initial restricted securities are escrowed):  
  
The period of 12 months from the date the restricted securities are issued to the holder.
5. Particulars of restricted securities:  
  
83,125 ordinary shares in the entity which will be issued to the holder on completion of the Share Sale Agreement as defined in the Prospectus dated 9 August 2016.
6. Particulars of controller interests:  
  
Nil.
7. Particulars of security interests over restricted securities:  
  
Nil.
8. Particulars of security interests over controller interests:  
  
Nil.

Dated: 26 July 2016

---

+ See chapter 19 for defined terms.

**Appendix 9A**  
**Restriction agreement**

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**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

sign here  
▶

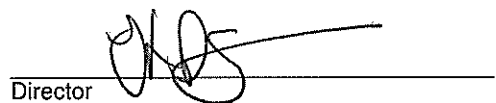


Company Secretary/Director

print name

MARK LICCIARDO

sign here  
▶



Director

print name

SHAUN DIGREGORIO

**Holder**

Signed sealed and delivered by  
**Richard Mbayo Wa Mbayo**  
by

Sign here  
▶

\_\_\_\_\_

Witness  
sign here▶

\_\_\_\_\_

print name

\_\_\_\_\_



Appendix 9A  
Restriction agreement

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**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

sign here



Company Secretary/Director

print name

sign here



Director

print name

**Holder**

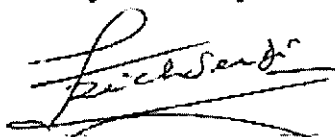
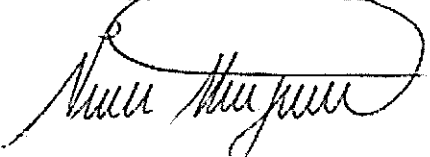
Signed sealed and delivered by  
**Richard Mbayo Wa Mbayo**  
by

Sign here



Witness  
sign here

print name

  
  
NUMBO' MUJINGA Bily

# Appendix 9A

## Restriction agreement

Introduced 01/07/96 Origin: Appendix 11 Amended 01/07/98, 11/03/02, 24/10/05, 20/07/07

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity intends to issue restricted securities to the holder. The holder will hold the restricted securities as set out in this agreement. It is a condition of the issue of the restricted securities that we will comply with this agreement.
- B. We have 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 agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

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.

---

+ See chapter 19 for defined terms.

- (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.
    - (d) Participate in a return of capital made by the entity.
- Amended 24/10/05
- 2. During the escrow period, a 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.
    - (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.
  - 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
  - 4.
    - (a) If the restricted securities are kept on the \*certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or \*recognised trustee for the escrow period.
    - (b) If the restricted securities are kept on the \*issuer sponsored subregister, the holder hereby agrees in writing to the application of a \*holding lock to the restricted securities.

## Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no \*controller.
  - (c) The holder has the \*controllers set out in item 3 with the interests identified in item 6, and each \*controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any \*controller are parties to this agreement, the holder has the \*controllers set out in item 3 with the controller interests identified in item 6, and any \*controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each \*controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the \*controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each \*controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a \*controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a \*controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or \*conversion of any of the \*restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the \*restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## Definitions and interpretation

In this agreement:

ASX means ASX Limited.

**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.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the \*securities set out in item 5 of the schedule 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.

The singular includes the plural and vice versa.

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

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

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.

---

+ See chapter 19 for defined terms.

### Schedule

1. Entity's name and address:  
  
Frontier Digital Ventures Limited  
Level 7, 330 Collins Street,  
Melbourne VIC 3000
2. Holder's name and address:  
  
Daham Gunaratna  
10 Mahasen Mawatha, Jinadasa Niyathapala Mawatha,  
Nugegoda, Sri Lanka
3. Each +controllers' name and address:  
  
Nil.
4. Escrow period (the date from which the initial restricted securities are escrowed):  
  
The period of 12 months from the date the restricted securities are issued to the holder.
5. Particulars of restricted securities:  
  
106,474 ordinary shares in the entity which will be issued to the holder on completion of the Share Sale Agreement as defined in the Prospectus dated 9 August 2016.
6. Particulars of controller interests:  
  
Nil.
7. Particulars of security interests over restricted securities:  
  
Nil.
8. Particulars of security interests over controller interests:  
  
Nil.

Dated: 26 July 2016

---

+ See chapter 19 for defined terms.

**Appendix 9A**  
**Restriction agreement**

---

**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by


sign here  
▶

  
\_\_\_\_\_  
Company Secretary/Director

print name

MARK LICCIARDO

sign here  
▶

  
\_\_\_\_\_  
Director

print name

SHAUN DIGREGORIO

**Holder**

Signed sealed and delivered by  
**Daham Gunaratna**  
by

Sign here  
▶

\_\_\_\_\_

Witness  
sign here▶

\_\_\_\_\_

print name

\_\_\_\_\_

Appendix 9A  
Restriction agreement

---

**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

sign here



\_\_\_\_\_  
Company Secretary/Director

print name

sign here



\_\_\_\_\_  
Director

print name

**Holder**

Signed sealed and delivered by  
**Daham Gunaratna**  
by

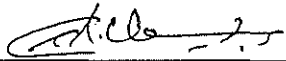
Sign here



\_\_\_\_\_  


Witness  
sign here



\_\_\_\_\_  


print name P.A.C.K. AMPARASINGHE



# Appendix 9A

## Restriction agreement

Introduced 01/07/96 Origin: Appendix 11 Amended 01/07/98, 11/03/02, 24/10/05, 20/07/07

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity intends to issue restricted securities to the holder. The holder will hold the restricted securities as set out in this agreement. It is a condition of the issue of the restricted securities that we will comply with this agreement.
- B. We have 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 agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

- 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.

---

+ See chapter 19 for defined terms.

- (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.
  - (d) Participate in a return of capital made by the entity.
- Amended 24/10/05
- 2. During the escrow period, a 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.
  - (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.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

## **Warranties**

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

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+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## Definitions and interpretation

In this agreement:

ASX means ASX Limited.

**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.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the +securities set out in item 5 of the schedule 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.

The singular includes the plural and vice versa.

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

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

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.

---

+ See chapter 19 for defined terms.

### Schedule

1. Entity's name and address:  
  
Frontier Digital Ventures Limited  
Level 7, 330 Collins Street,  
Melbourne VIC 3000
2. Holder's name and address:  
  
Pathinija Gunaratna  
10 Mahasen Mawatha, Jinadasa Niyathapala Mawatha,  
Nugegoda, Sri Lanka
3. Each +controllers' name and address:  
  
Nil.
4. Escrow period (the date from which the initial restricted securities are escrowed):  
  
The period of 12 months from the date the restricted securities are issued to the holder.
5. Particulars of restricted securities:  
  
106,474 ordinary shares in the entity which will be issued to the holder on completion of the Share Sale Agreement as defined in the Prospectus dated 9 August 2016.
6. Particulars of controller interests:  
  
Nil.
7. Particulars of security interests over restricted securities:  
  
Nil.
8. Particulars of security interests over controller interests:  
  
Nil.

Dated: 26 July 2016

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+ See chapter 19 for defined terms.


**Appendix 9A**  
**Restriction agreement**

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**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

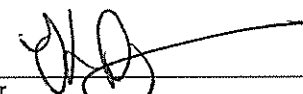
sign here

▶   
\_\_\_\_\_  
Company Secretary/Director

print name

▶ MARK LICCIARDO

sign here

▶   
\_\_\_\_\_  
Director

print name

▶ SHAUN DIGREGORIO

**Holder**

Signed sealed and delivered by  
**Pathinija Gunaratna**  
by

Sign here

▶ \_\_\_\_\_

Witness

sign here▶

\_\_\_\_\_

print name

▶ \_\_\_\_\_

Appendix 9A  
Restriction agreement

---

Entity

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

sign here



\_\_\_\_\_  
Company Secretary/Director

print name

sign here



\_\_\_\_\_  
Director

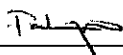
print name

Holder

Signed sealed and delivered by  
**Pathinija Gunaratna**  
by

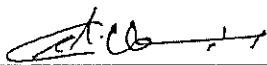
Sign here



\_\_\_\_\_  


Witness  
sign here



\_\_\_\_\_  


print name

\_\_\_\_\_  
P.A.C.K. AMARASINGHE

# Appendix 9A

## Restriction agreement

Introduced 01/07/96 Origin: Appendix 11 Amended 01/07/98, 11/03/02, 24/10/05, 20/07/07

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity intends to issue restricted securities to the holder. The holder will hold the restricted securities as set out in this agreement. It is a condition of the issue of the restricted securities that we will comply with this agreement.
- B. We have 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 agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

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.

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+ See chapter 19 for defined terms.



## Appendix 9A

### Restriction agreement

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- (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.
- (d) Participate in a return of capital made by the entity.

Amended 24/10/05

- 2. During the escrow period, a 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.
  - (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.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the \*certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or \*recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the \*issuer sponsored subregister, the holder hereby agrees in writing to the application of a \*holding lock to the restricted securities.

## Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no \*controller.
  - (c) The holder has the \*controllers set out in item 3 with the interests identified in item 6, and each \*controller comes within an exception set out in rule 9.1.4.

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+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### Consequences of breaching this agreement

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### Amendment

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## Definitions and interpretation

In this agreement:

**ASX** means ASX Limited.

**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.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the +securities set out in item 5 of the schedule 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.

The singular includes the plural and vice versa.

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

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

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.

---

+ See chapter 19 for defined terms.

### Schedule

1. Entity's name and address:  
  
Frontier Digital Ventures Limited  
Level 7, 330 Collins Street,  
Melbourne VIC 3000
2. Holder's name and address:  
  
Meltwater Foundation  
c/o Trecon Treuhand AG  
Landoltstrasse 1  
CH-8006 Zürich
3. Each +controllers' name and address:  
  
Nil
4. Escrow period (the date from which the initial restricted securities are escrowed):  
  
The period of 12 months from the date the restricted securities are issued to the holder.
5. Particulars of restricted securities:  
  
1,165,604 ordinary shares in the entity which will be issued to the holder on completion of the Share Sale Agreement as defined in the Prospectus dated 9 August 2016.
6. Particulars of controller interests:  
  
Nil.
7. Particulars of security interests over restricted securities:  
  
Nil.
8. Particulars of security interests over controller interests:  
  
Nil.

Dated: 26 July 2016

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+ See chapter 19 for defined terms.

Appendix 9A  
Restriction agreement

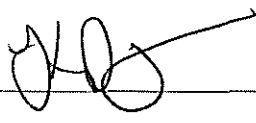
---

Entity

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

sign here   
Company Secretary/Director

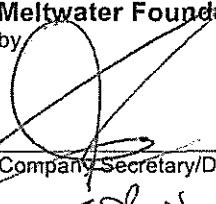
print name MARK LICCIARDO

sign here   
Director

print name SHAUN DIGREGORIO

Holder

Signed sealed and delivered by  
**Meltwater Foundation**  
by

sign here   
Company Secretary/Director

print name JOHN CYSCSON

sign here \_\_\_\_\_  
Director

print name \_\_\_\_\_

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+ See chapter 19 for defined terms.

# Appendix 9A

## Restriction agreement

Introduced 01/07/96 Origin: Appendix 11 Amended 01/07/98, 11/03/02, 24/10/05, 20/07/07

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity intends to issue restricted securities to the holder. The holder will hold the restricted securities as set out in this agreement. It is a condition of the issue of the restricted securities that we will comply with this agreement.
- B. We have 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 agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

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.

---

+ See chapter 19 for defined terms.

- (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.
  - (d) Participate in a return of capital made by the entity.
- Amended 24/10/05
- 2. During the escrow period, a 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.
  - (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.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

## **Warranties**

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.



## Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## Definitions and interpretation

In this agreement:

**ASX** means ASX Limited.

**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.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the \*securities set out in item 5 of the schedule 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.

The singular includes the plural and vice versa.

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

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

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.

---

+ See chapter 19 for defined terms.

### Schedule

1. Entity's name and address:  
  
Frontier Digital Ventures Limited  
Level 7, 330 Collins Street,  
Melbourne VIC 3000
2. Holder's name and address:  
  
Kelvin Nyame  
M401/4 Madina Nkwatanan  
Accra, Ghana
3. Each +controllers' name and address:  
  
Nil.
4. Escrow period (the date from which the initial restricted securities are escrowed):  
  
The period of 12 months from the date the restricted securities are issued to the holder.
5. Particulars of restricted securities:  
  
172,678 ordinary shares in the entity which will be issued to the holder on completion of the Share Sale Agreement as defined in the Prospectus dated 9 August 2016.
6. Particulars of controller interests:  
  
Nil.
7. Particulars of security interests over restricted securities:  
  
Nil.
8. Particulars of security interests over controller interests:  
  
Nil.

Dated: 26 July 2016

---

+ See chapter 19 for defined terms.

Appendix 9A  
Restriction agreement

---

**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by


sign here

▶   
\_\_\_\_\_  
Company Secretary/Director

print name

▶ MARK LICCIARDO

sign here

▶   
\_\_\_\_\_  
Director

print name

▶ SHAUN DIGREGORIO

**Holder**

Signed sealed and delivered by  
**Kelvin Nyame**  
by

Sign here

▶ \_\_\_\_\_

Witness

sign here▶

\_\_\_\_\_

print name

▶ \_\_\_\_\_

**Appendix 9A**  
**Restriction agreement**

---

**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

*sign here*



\_\_\_\_\_  
Company Secretary/Director

*print name*

\_\_\_\_\_

*sign here*



\_\_\_\_\_  
Director

*print name*

\_\_\_\_\_

**Holder**

Signed sealed and delivered by  
**Kelvin Nyame**  
by

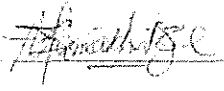
*Sign here*



  
\_\_\_\_\_

*Witness*

*sign here*

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*print name*

\_\_\_\_\_  
RANSFORD NII LARTEY

# Appendix 9A

## Restriction agreement

Introduced 01/07/96 Origin: Appendix 11 Amended 01/07/98, 11/03/02, 24/10/05, 20/07/07

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity intends to issue restricted securities to the holder. The holder will hold the restricted securities as set out in this agreement. It is a condition of the issue of the restricted securities that we will comply with this agreement.
- B. We have 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 agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

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.

---

+ See chapter 19 for defined terms.

- (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.
  - (d) Participate in a return of capital made by the entity.
- Amended 24/10/05
- 2. During the escrow period, a 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.
  - (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.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

## **Warranties**

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## Definitions and interpretation

In this agreement:

**ASX** means ASX Limited.

**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.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the \*securities set out in item 5 of the schedule 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.

The singular includes the plural and vice versa.

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

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

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.

---

+ See chapter 19 for defined terms.



### Schedule

1. Entity's name and address:  
  
Frontier Digital Ventures Limited  
Level 7, 330 Collins Street,  
Melbourne VIC 3000
2. Holder's name and address:  
  
Rashad Tungteiya Seini  
BAC 9/7 Batsonaa Spintex Road  
Accra, Ghana
3. Each +controllers' name and address:  
  
Nil.
4. Escrow period (the date from which the initial restricted securities are escrowed):  
  
The period of 12 months from the date the restricted securities are issued to the holder.
5. Particulars of restricted securities:  
  
172,678 ordinary shares in the entity which will be issued to the holder on completion of the Share Sale Agreement as defined in the Prospectus dated 9 August 2016.
6. Particulars of controller interests:  
  
Nil.
7. Particulars of security interests over restricted securities:  
  
Nil.
8. Particulars of security interests over controller interests:  
  
Nil.

Dated: 26 July 2016

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+ See chapter 19 for defined terms.

**Appendix 9A**  
**Restriction agreement**

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**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

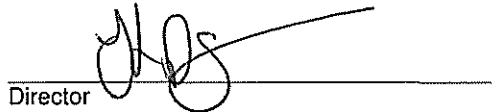
sign here  
▶

  
\_\_\_\_\_  
Company Secretary/Director

print name

**MARK LICCIARDO**

sign here  
▶

  
\_\_\_\_\_  
Director

print name

**SHAUN DIGREGORIO**

**Holder**

Signed sealed and delivered by  
**Rashad Tungteiya Seini**  
by

Sign here  
▶

Witness  
sign here▶

print name

**Appendix 9A**  
**Restriction agreement**

---

**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

sign here



\_\_\_\_\_  
Company Secretary/Director

print name

\_\_\_\_\_

sign here



\_\_\_\_\_  
Director

print name

\_\_\_\_\_

**Holder**

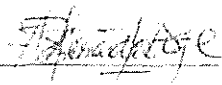
Signed sealed and delivered by  
**Rashad Tungteiya Seini**  
by

Sign here



\_\_\_\_\_  


Witness  
sign here ▶

\_\_\_\_\_  


print name

\_\_\_\_\_  
RANSFORD NII LARTEY

# Appendix 9A

## Restriction agreement

Introduced 01/07/96 Origin: Appendix 11 Amended 01/07/98, 11/03/02, 24/10/05, 20/07/07

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity intends to issue restricted securities to the holder. The holder will hold the restricted securities as set out in this agreement. It is a condition of the issue of the restricted securities that we will comply with this agreement.
- B. We have 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 agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

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.

---

+ See chapter 19 for defined terms.

- (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.
- (d) Participate in a return of capital made by the entity.

Amended 24/10/05

- 2. During the escrow period, a 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.
  - (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.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

## **Warranties**

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## Definitions and interpretation

In this agreement:

**ASX** means ASX Limited.

**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.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the \*securities set out in item 5 of the schedule 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.

The singular includes the plural and vice versa.

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

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

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.

---

+ See chapter 19 for defined terms.

### Schedule

1. Entity's name and address:  
  
Frontier Digital Ventures Limited  
Level 7, 330 Collins Street,  
Melbourne VIC 3000
2. Holder's name and address:  
  
Kofi Enu Ayodele Amuasi  
M401/4 Madina Nkwatanan  
Accra, Ghana
3. Each +controllers' name and address:  
  
Nil.
4. Escrow period (the date from which the initial restricted securities are escrowed):  
  
The period of 12 months from the date the restricted securities are issued to the holder.
5. Particulars of restricted securities:  
  
129,512 ordinary shares in the entity which will be issued to the holder on completion of the Share Sale Agreement as defined in the Prospectus dated 9 August 2016.
6. Particulars of controller interests:  
  
Nil.
7. Particulars of security interests over restricted securities:  
  
Nil.
8. Particulars of security interests over controller interests:  
  
Nil.

Dated: 26 July 2016

---

+ See chapter 19 for defined terms.



**Appendix 9A**  
**Restriction agreement**

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**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

sign here  
▶

  
\_\_\_\_\_  
Company Secretary/Director

print name

MARK LICCIARDI

sign here  
▶

  
\_\_\_\_\_  
Director

print name

SHAUN DIGREGORIO

**Holder**

Signed sealed and delivered by  
**Kofi Enu Ayodele Amuasi**  
by

Sign here  
▶

\_\_\_\_\_

Witness  
sign here▶

\_\_\_\_\_

print name

\_\_\_\_\_

**Appendix 9A**  
**Restriction agreement**

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**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

sign here



\_\_\_\_\_  
Company Secretary/Director

print name

\_\_\_\_\_

sign here



\_\_\_\_\_  
Director

print name

\_\_\_\_\_

**Holder**

Signed sealed and delivered by  
**Kofi Enu Ayodele Amuasi**  
by

Sign here



\_\_\_\_\_  
*Kofi Enu Ayodele Amuasi*

Witness

sign here▶

\_\_\_\_\_  
*Ramsford Nii Lartey*

print name

\_\_\_\_\_  
RAMSFORD NII LARTEY

# Appendix 9A

## Restriction agreement

Introduced 01/07/96 Origin: Appendix 11 Amended 01/07/98, 11/03/02, 24/10/05, 20/07/07

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity intends to issue restricted securities to the holder. The holder will hold the restricted securities as set out in this agreement. It is a condition of the issue of the restricted securities that we will comply with this agreement.
- B. We have 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 agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

- 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.

---

+ See chapter 19 for defined terms.

- (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.
  - (d) Participate in a return of capital made by the entity.
- Amended 24/10/05
- 2. During the escrow period, a 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.
  - (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.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

## **Warranties**

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## Definitions and interpretation

In this agreement:

**ASX** means ASX Limited.

**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.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the +securities set out in item 5 of the schedule 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.

The singular includes the plural and vice versa.

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

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

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.

---

+ See chapter 19 for defined terms.

### Schedule

1. Entity's name and address:  
  
Frontier Digital Ventures Limited  
Level 7, 330 Collins Street,  
Melbourne VIC 3000
2. Holder's name and address:  
  
Fikayo Ogundipe  
5 Yaya Hassan Street, Idimu,  
Lagos, Federal Republic of Nigeria
3. Each +controllers' name and address:  
  
Nil.
4. Escrow period (the date from which the initial restricted securities are escrowed):  
  
The period of 12 months from the date the restricted securities are issued to the holder.
5. Particulars of restricted securities:  
  
41,230 ordinary shares in the entity which will be issued to the holder on completion of the Share Sale Agreement as defined in the Prospectus dated 9 August 2016.
6. Particulars of controller interests:  
  
Nil.
7. Particulars of security interests over restricted securities:  
  
Nil.
8. Particulars of security interests over controller interests:  
  
Nil.

Dated: 26 July 2016

---

+ See chapter 19 for defined terms.

**Appendix 9A**  
**Restriction agreement**

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**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

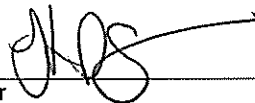
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\_\_\_\_\_  
Company Secretary/Director

print name

MARK LICCIARDI

sign here  
▶

  
\_\_\_\_\_  
Director

print name

SHAUN DIGREGORIO

**Holder**

Signed sealed and delivered by  
**Fikayo Ogundipe**  
by

Sign here  
▶

\_\_\_\_\_

Witness

sign here▶

\_\_\_\_\_

print name

\_\_\_\_\_



Appendix 9A  
Restriction agreement

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Entity

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

sign here



Company Secretary/Director

print name

sign here



Director

print name

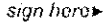
Holder

Signed sealed and delivered by  
**Fikayo Ogundipe**  
by

Sign here



Witness  
sign here



print name

ELUDIRE OLADAPO

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\* See chapter 19 for defined terms.

# Appendix 9A

## Restriction agreement

Introduced 01/07/96 Origin: Appendix 11 Amended 01/07/98, 11/03/02, 24/10/05, 20/07/07

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity intends to issue restricted securities to the holder. The holder will hold the restricted securities as set out in this agreement. It is a condition of the issue of the restricted securities that we will comply with this agreement.
- B. We have 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 agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

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.

---

+ See chapter 19 for defined terms.

- (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.
  - (d) Participate in a return of capital made by the entity.
- Amended 24/10/05
- 2. During the escrow period, a 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.
  - (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.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

## **Warranties**

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## Definitions and interpretation

In this agreement:

**ASX** means ASX Limited.

**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.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the \*securities set out in item 5 of the schedule 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.

The singular includes the plural and vice versa.

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

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

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.

---

+ See chapter 19 for defined terms.

### Schedule

1. Entity's name and address:  
  
Frontier Digital Ventures Limited  
Level 7, 330 Collins Street,  
Melbourne VIC 3000
2. Holder's name and address:  
  
Oladapo Eludire  
Plot 8, Tayo Fifo Close, Magodo,  
Lagos, Federal Republic of Nigeria
3. Each +controllers' name and address:  
  
Nil.
4. Escrow period (the date from which the initial restricted securities are escrowed):  
  
The period of 12 months from the date the restricted securities are issued to the holder.
5. Particulars of restricted securities:  
  
41,230 ordinary shares in the entity which will be issued to the holder on completion of the Share Sale Agreement as defined in the Prospectus dated 9 August 2016.
6. Particulars of controller interests:  
  
Nil.
7. Particulars of security interests over restricted securities:  
  
Nil.
8. Particulars of security interests over controller interests:  
  
Nil.

Dated: 26 July 2016

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+ See chapter 19 for defined terms.

Appendix 9A  
Restriction agreement

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**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

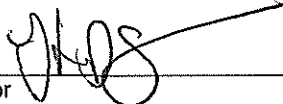
sign here  
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\_\_\_\_\_  
Company Secretary/Director

print name

MARK LICCIARDO

sign here  
▶

  
\_\_\_\_\_  
Director

print name

SHAUN DIGREGORIO

**Holder**

Signed sealed and delivered by  
**Oladapo Eludire**  
by

Sign here  
▶

\_\_\_\_\_

Witness

sign here▶

\_\_\_\_\_

print name

\_\_\_\_\_

Appendix 9A  
Restriction agreement

---

Entity

Signed sealed and delivered by  
Frontier Digital Ventures Limited  
by

sign here



Company Secretary/Director

print name

sign here



Director

print name

Holder

Signed sealed and delivered by  
Oladapo Eludire  
by

Sign here



Witness

sign here



print name

OLUNDIPE FIKAYO AKINFELARIN



# Appendix 9A

## Restriction agreement

Introduced 01/07/96 Origin: Appendix 11 Amended 01/07/98, 11/03/02, 24/10/05, 20/07/07

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity intends to issue restricted securities to the holder. The holder will hold the restricted securities as set out in this agreement. It is a condition of the issue of the restricted securities that we will comply with this agreement.
- B. We have 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 agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

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.

---

+ See chapter 19 for defined terms.

- (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.
    - (d) Participate in a return of capital made by the entity.
- Amended 24/10/05
- 2. During the escrow period, a 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.
    - (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.
  - 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
  - 4.
    - (a) If the restricted securities are kept on the \*certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or \*recognised trustee for the escrow period.
    - (b) If the restricted securities are kept on the \*issuer sponsored subregister, the holder hereby agrees in writing to the application of a \*holding lock to the restricted securities.

## **Warranties**

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no \*controller.
  - (c) The holder has the \*controllers set out in item 3 with the interests identified in item 6, and each \*controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any \*controller are parties to this agreement, the holder has the \*controllers set out in item 3 with the controller interests identified in item 6, and any \*controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each \*controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the \*controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each \*controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a \*controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a \*controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or \*conversion of any of the \*restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the \*restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## Definitions and interpretation

In this agreement:

**ASX** means ASX Limited.

**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.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the \*securities set out in item 5 of the schedule 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.

The singular includes the plural and vice versa.

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

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

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.

---

+ See chapter 19 for defined terms.

### Schedule

1. Entity's name and address:  
  
Frontier Digital Ventures Limited  
Level 7, 330 Collins Street,  
Melbourne VIC 3000
2. Holder's name and address:  
  
Oluwaseyi Ayeni  
5 Yaya Hassan Street, Idimu, Lagos,  
Federal Republic of Nigeria
3. Each +controllers' name and address:  
  
Nil.
4. Escrow period (the date from which the initial restricted securities are escrowed):  
  
The period of 12 months from the date the restricted securities are issued to the holder.
5. Particulars of restricted securities:  
  
41,230 ordinary shares in the entity which will be issued to the holder on completion of the Share Sale Agreement as defined in the Prospectus dated 9 August 2016.
6. Particulars of controller interests:  
  
Nil.
7. Particulars of security interests over restricted securities:  
  
Nil.
8. Particulars of security interests over controller interests:  
  
Nil.

Dated: 26 July 2016

---

+ See chapter 19 for defined terms.

**Appendix 9A**  
**Restriction agreement**

---

**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

sign here  
▶

  
\_\_\_\_\_  
Company Secretary/Director

print name

MARK LICCIARDO

sign here  
▶

  
\_\_\_\_\_  
Director

print name

SHAUN DIGREGORIO

**Holder**

Signed sealed and delivered by  
**Oluwaseyi Ayeni**  
by

Sign here  
▶

\_\_\_\_\_

Witness  
sign here▶

\_\_\_\_\_

print name

\_\_\_\_\_

Appendix 9A  
Restriction agreement

---

Entity

Signed sealed and delivered by  
Frontier Digital Ventures Limited  
by

sign here



Company Secretary/Director

print name

sign here



Director

print name

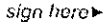
Holder

Signed sealed and delivered by  
Oluwaseyi Ayeni  
by

Sign here



Witness  
sign here



print name

SULAIMAN BALOGUN

# Appendix 9A

## Restriction agreement

Introduced 01/07/96 Origin: Appendix 11 Amended 01/07/98, 11/03/02, 24/10/05, 20/07/07

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity intends to issue restricted securities to the holder. The holder will hold the restricted securities as set out in this agreement. It is a condition of the issue of the restricted securities that we will comply with this agreement.
- B. We have 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 agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

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.

---

+ See chapter 19 for defined terms.



## Appendix 9A

### Restriction agreement

---

- (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.
    - (d) Participate in a return of capital made by the entity.
- Amended 24/10/05
- 2. During the escrow period, a 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.
    - (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.
  - 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
  - 4.
    - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
    - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

### Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## Definitions and interpretation

In this agreement:

**ASX** means ASX Limited.

**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.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the +securities set out in item 5 of the schedule 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.

The singular includes the plural and vice versa.

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

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

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.

---

+ See chapter 19 for defined terms.

### Schedule

1. Entity's name and address:  
  
Frontier Digital Ventures Limited  
Level 7, 330 Collins Street,  
Melbourne VIC 3000
2. Holder's name and address:  
  
Sulaiman Balogun  
25 Hassan Street, Epe, Lagos,  
Federal Republic of Nigeria
3. Each +controllers' name and address:  
  
Nil.
4. Escrow period (the date from which the initial restricted securities are escrowed):  
  
The period of 12 months from the date the restricted securities are issued to the holder.
5. Particulars of restricted securities:  
  
41,230 ordinary shares in the entity which will be issued to the holder on completion of the Share Sale Agreement as defined in the Prospectus dated 9 August 2016.
6. Particulars of controller interests:  
  
Nil.
7. Particulars of security interests over restricted securities:  
  
Nil.
8. Particulars of security interests over controller interests:  
  
Nil.

Dated: 26 July 2016

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+ See chapter 19 for defined terms.

Appendix 9A  
Restriction agreement

---

**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

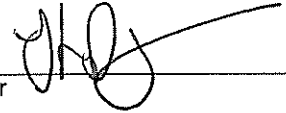
sign here  
▶

  
\_\_\_\_\_  
Company Secretary/Director

print name

MARK LICCIARDI

sign here  
▶

  
\_\_\_\_\_  
Director

print name

SHAUN DIGREGORIO

**Holder**

Signed sealed and delivered by  
**Sulaiman Balogun**  
by

Sign here  
▶

\_\_\_\_\_

Witness  
sign here▶

\_\_\_\_\_

print name

\_\_\_\_\_

Appendix 9A  
Restriction agreement

---

Entity

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

sign here



Company Secretary/Director

print name

sign here



Director

print name

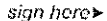
Holder

Signed sealed and delivered by  
**Sulaiman Balogun**  
by

Sign here



Witness  
sign here



print name

OLUWASEYI AYENI

---

+ See chapter 19 for defined terms.

# Appendix 9A

## Restriction agreement

Introduced 01/07/96 Origin: Appendix 11 Amended 01/07/98, 11/03/02, 24/10/05, 20/07/07

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity intends to issue restricted securities to the holder. The holder will hold the restricted securities as set out in this agreement. It is a condition of the issue of the restricted securities that we will comply with this agreement.
- B. We have 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 agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

### Agreement

#### Escrow restrictions

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.

---

+ See chapter 19 for defined terms.

- (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.
  - (d) Participate in a return of capital made by the entity.
- Amended 24/10/05
- 2. During the escrow period, a 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.
  - (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.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
  - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

## **Warranties**

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

---

+ See chapter 19 for defined terms.



The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

---

+ See chapter 19 for defined terms.

## Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## Definitions and interpretation

In this agreement:

**ASX** means ASX Limited.

**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.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the +securities set out in item 5 of the schedule 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.

The singular includes the plural and vice versa.

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

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

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.

---

+ See chapter 19 for defined terms.

### Schedule

1. Entity's name and address:  
  
Frontier Digital Ventures Limited  
Level 7, 330 Collins Street,  
Melbourne VIC 3000
2. Holder's name and address:  
  
Kenneth Berggreen Hogrefe  
Av. Silva Carvalho 505, Compao. Lobito,  
Angola
3. Each +controllers' name and address:  
  
Nil.
4. Escrow period (the date from which the initial restricted securities are escrowed):  
  
The period of 12 months from the date the restricted securities are issued to the holder.
5. Particulars of restricted securities:  
  
239,400 ordinary shares in the entity which will be issued to the holder on completion of the Share Sale Agreement as defined in the Prospectus dated 9 August 2016.
6. Particulars of controller interests:  
  
Nil.
7. Particulars of security interests over restricted securities:  
  
Nil.
8. Particulars of security interests over controller interests:  
  
Nil.

Dated: 26 July 2016

---

+ See chapter 19 for defined terms.

Appendix 9A  
Restriction agreement

---

**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by


sign here

  
\_\_\_\_\_  
Company Secretary/Director

print name

MARK LICCIARDO

sign here

  
\_\_\_\_\_  
Director

print name

SHAUN DI GREGORIO

**Holder**

Signed sealed and delivered by  
**Kenneth Berggreen Hogrefe**  
by

Sign here

\_\_\_\_\_

Witness  
sign here

\_\_\_\_\_

print name

\_\_\_\_\_

---

+ See chapter 19 for defined terms.

**Appendix 9A**  
**Restriction agreement**

---

**Entity**

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**  
by

*sign here*



\_\_\_\_\_  
Company Secretary/Director

*print name*

*sign here*



\_\_\_\_\_  
Director

*print name*

\_\_\_\_\_

**Holder**

Signed sealed and delivered by  
**Kenneth Berggreen Hogrefe**  
by

*Sign here*



\_\_\_\_\_

*Witness*

*sign here* Claudette P. Amaral Falha

*print name* Claudette Amaral Falha



HERBERT  
SMITH  
FREEHILLS

# Voluntary escrow deed Catcha Group Pte Ltd

---

The party specified in Item 1 of Schedule 1 (Holder)

The parties specified in Item 3 of Schedule 1  
(Controllers)

Frontier Digital Ventures Limited ACN 609 183 959



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## Voluntary escrow deed

---

Date ► 26 July 2016

---

Between the parties

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Company	<b>Frontier Digital Ventures Limited</b> ACN 609 183 959 of Level 7, 330 Collins Street, Melbourne VIC 3000
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Controllers	The parties identified in Item 3 of Schedule 1
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Holder	The party identified in Item 1 of Schedule 1
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---

This deed witnesses as follows:





## 1 Definitions and interpretation

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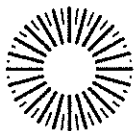
### 1.1 Definitions

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

Term	Meaning
ASIC	the Australian Securities and Investments Commission.
ASX	ASX Limited (ACN 008 624 691) or the market it operates as the context requires.
ASX Settlement	ASX Settlement Pty Ltd (ABN 49 008 504 532).
Business Day	a day on which banks are open for business in Melbourne, other than a Saturday, Sunday or public holiday in Melbourne.
Business Hour	9.00 am to 5.00 pm on any Business Day.
Controllers	the parties specified in Item 3 of Schedule 1.
Controllers Interest	in respect of the Controllers, the securities, economic interests or other interests in the Holder or the Restricted Shares in which the Controllers have a direct or indirect interest and each intermediate entity through which that interest occurs, as set out in Item 3 of Schedule 1.
Corporations Act	<i>Corporations Act 2001</i> (Cth).
Dealing	<p>in respect of any Restricted Share or Controllers Interest, means to directly or indirectly:</p> <ul style="list-style-type: none"><li>• sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, that Restricted Share or Controllers Interest or any legal, beneficial or economic interest in that Restricted Share or Controllers Interest;</li><li>• create, or agree or offer to create, any Security Interest in that Restricted Share or Controllers Interest or any legal, beneficial or</li></ul>



Term	Meaning
	<p>economic interest in that Restricted Share or Controllers Interest;</p> <ul style="list-style-type: none"><li>• enter into any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise Dispose of that Restricted Share or Controllers Interest; or</li><li>• do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Share or Controllers Interest or any legal, beneficial or economic interest in that Restricted Share or Controllers Interest.</li></ul> <p>Deal and Dealt each have a corresponding meaning.</p>
Dispose	has the meaning given to that term in the Listing Rules.
Escrow Period	the period set out in Item 2 of Schedule 1.
Governmental Agency	any government (in any jurisdiction, whether federal, state, territorial or local), or representative of a government (including any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or in which any government is interested) or any governmental, semi-governmental, administrative, fiscal, regulatory, self-regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity in Australia. It includes without limitation, ASIC, any non-government regulatory authority including the ASX and any other stock exchange.
Holder	the party specified in Item 1 of Schedule 1.
Holding Lock	has the meaning in Section 2 of the Settlement Operating Rules.
Issuer Sponsored Subregister	the part of the Company's register for shares that is administered by the Company (and not ASX Settlement) and records uncertificated holdings of Shares.
Listing Rules	the listing rules of the ASX (or such other financial market on which the Company is listed) and any other rules of the ASX (or such other financial market on which the Company is listed) which are applicable while the Company is admitted to the official list of the ASX (or such other financial market on which the Company is listed), each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX (or such other financial market on which the Company is listed).



Term	Meaning
Offer	the offer of Shares pursuant to the Prospectus.
Prospectus	the prospectus to be issued by the Company and dated on or about <i>[insert date]</i> 2016 and lodged with ASIC on that date.
Restricted Shares	the Shares in the Company held by the Holder on the date of this deed that will not be subject to mandatory escrow pursuant to the listing rules of the ASX.
Security Interest	<p>an interest or power:</p> <ul style="list-style-type: none"><li>• reserved in or over an interest in any securities including, but not limited to, any retention of title;</li><li>• created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, and</li><li>• any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.</li></ul>
Settlement Operating Rules	means the operating rules of ASX Settlement.
Share	a share in the Company.
Trading Day	a 'trading day' as defined in the Listing Rules.
Voluntary Escrow Deed	a voluntary escrow deed entered into in connection with the initial public offering of Shares in the Company.

## 1.2 Interpretation

In this deed including the recitals unless the contrary intention appears:

- (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 Listing Rules, and not in this deed, have the meanings given to them in the Listing Rules;
- (d) every warranty or agreement (express or implied) in which more than one person is joined, binds them individually and any combination of them as a group;



- (e) references to "applicable law" include all laws and regulations of jurisdictions applicable to the Company, or its related bodies corporate, as the case may be (including the Corporations Act and any other laws and regulations of a jurisdiction outside Australia), and rules, policies, official directives, orders or requirements of any Governmental Agency, including the Listing Rules, Settlement Operating Rules and the applicable listing requirements of the ASX, except to the extent compliance is modified, waived or exempted in favour of a person in the relevant circumstances; and
- (f) the schedules form part of this deed.

### 1.3 Compliance with Listing Rules

For so long as the Company is listed on the official list of the ASX:

- (a) notwithstanding anything contained in this deed, if the Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this deed prevents an act being done that the Listing Rules require to be done;
- (c) if the Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;
- (e) if the Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and
- (f) if any provision of this deed is or becomes inconsistent with the Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

## 2 Escrow

---

### 2.1 Holder restrictions during Escrow Period

Subject to clause 2.4, the Holder must not Deal in the Restricted Shares during the Escrow Period.

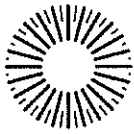
### 2.2 Controllers restrictions during Escrow Period

Subject to clause 2.4, the Controllers must not Deal in the Controllers Interests during the Escrow Period.

### 2.3 Escrow restrictions

The parties acknowledge and agree that:

- (a) as soon as practicable following the commencement of trading of the Restricted Shares on the ASX pursuant to the Offer, the Restricted Shares will be registered and held for the Holder on the Issuer Sponsored Subregister;
- (b) the Company will apply a Holding Lock to the Restricted Shares as soon as practicable after registration of the Restricted Shares on the Issuer Sponsored



Subregister and the Holder hereby agrees to the application of the Holding Lock; and

- (c) the Company will do all things necessary to ensure that the Holding Lock is released:
  - (1) to the extent necessary to permit disposals of Restricted Shares permitted by this deed; and
  - (2) in full at the conclusion of the Escrow Period,including notifying ASX that the Restricted Shares will be released from the Holding Lock, in accordance with the timing requirements set out in Listing Rule 3.10A.

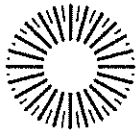
## 2.4 Exceptions

- (a) During the Escrow Period, the Holder or a Controller may Deal in any of its Restricted Shares or Controllers Interests (as relevant) if the Dealing arises solely as a result of:
  - (1) a requirement of applicable law (including an order of a court of competent jurisdiction);
  - (2) subject to 2.4(b), the acceptance of a bona fide third party takeover bid made under chapter 6 of the Corporations Act in respect of the Shares, provided that all of the applicable conditions in Listing Rule 9.18 are met, including that the holders of at least half of the Shares that are not subject to any Voluntary Escrow Deed, and to which the offers under the bid relate, have accepted the bid; or
  - (3) subject to 2.4(b), the transfer or cancellation of the Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act, provided that all of the applicable conditions in Listing Rule 9.18 are met.
- (b) If for any reason any or all Restricted Shares are not transferred or cancelled in accordance with a takeover bid as described in section 2.4(a)(2) or scheme of arrangement as described in 2.4(a)(3), then the Holder agrees that the restrictions applying to the Restricted Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Restricted Shares not so transferred or cancelled.
- (c) During the Escrow Period, the Holder or a Controller may Deal in any of its Restricted Shares or Controllers Interests (as relevant) provided there is no change to the indirect economic interest, held by the Controllers in the Restricted Shares, as a result of the Dealing, and the transferee of the Restricted Shares or Controllers Interests (as relevant) enters into an equivalent Voluntary Escrow Deed for the remainder of the Escrow Period.

## 2.5 Notice

If the Holder or a Controller becomes aware:

- (a) that a Dealing in any Restricted Shares or Controllers Interests has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Restricted Shares or Controllers Interests during the Escrow Period,



it must notify the Company as soon as practicable after becoming aware of the actual or potential Dealing or the matters giving rise to the actual or potential Dealing, providing full details.

### 3 Termination

---

This deed terminates automatically if:

- (a) the Company withdraws the Offer; or
- (b) the Company is not admitted to the official list of the ASX by 30 September 2016.

### 4 Warranties and acknowledgment

---

#### 4.1 Giving of warranties

The Holder and the Controllers each give the warranties and representations in favour of the Company as at:

- (a) the date of this deed; and
- (b) at all times until expiry of the Escrow Period.

#### 4.2 Warranties

Each of the Holder and Controllers represents, warrants and undertakes that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed (including, if the Holder or a Controller has entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this deed does not and will not violate, breach or result in a contravention of:
  - (1) any applicable law, regulation or authorisation;
  - (2) its constitution or other constituent documents (or, if the Holder or a Controller is a Trustee, the trust deed for the Trust); or
  - (3) any agreement, undertaking, Security Interest or document that is binding on it;
- (e) prior to the Escrow Period, it has not done, or omitted to do, any act that would result in it Dealing in Restricted Shares such that it will take effect during the Escrow Period;
- (f) the Restricted Shares are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;



- (g) there is no person who has, or will have at or immediately following completion of the Offer, any economic or beneficial interest in the equity or Restricted Shares of the Holder other than the Controllers;
- (h) immediately following completion of the Offer, the Holder will hold the Restricted Shares and the Controllers will hold the Controllers Interests;
- (i) the Restricted Shares are all the securities, economic interests or other interests that the Holder has directly or indirectly in the Company; and
- (j) the Controllers Interests are all the securities, economic interests or other interests in the Holder or the Restricted Shares in which the Controllers have an interest.
- (k) if the Holder or a Controller is a Trustee, the Trustee is the trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove it as trustee of the Trust;
- (l) if the Holder or a Controller is a Trustee:
  - (1) the Holder or Controller has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and Holder or Controller has not released or disposed of its equitable lien over that trust; and
  - (2) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust;
- (m) it has not engaged and will not engage in any "directed selling efforts" (as defined in Rule 902(c) under the U.S. Securities Act of 1933, as amended (the **U.S. Securities Act**) with respect to the Shares;
- (n) it has not offered or sold, and will not offer or sell Shares in the United States by means of any general solicitation or general advertising (within the meaning of Rule 502(c) under the U.S. Securities Act); and
- (o) it has not offered or sold and will not offer or sell in the United States any Restricted Shares or any other security which is or would be integrated with the sale of the Shares in a manner that would require the Shares to be registered under the U.S. Securities Act.

### 4.3 Acknowledgment

The Holder and the Controllers each acknowledge that a breach of any of the representations and warranties set out in this clause 4 is a breach of this deed.

### 4.4 Survival of representations and warranties

The representations and warranties in this clause 4 survive termination of this deed.



## 5 Consequences of breaching this deed

---

- (a) If the Holder or a Controller breaches this deed (a **Defaulting Party**), each of the following applies:
  - (1) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach; and
  - (2) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Defaulting Party's Restricted Shares (this is in addition to other rights and remedies of the Company).
- (b) If the Holder or a Controller breach this deed, the Holder and Controllers each acknowledge and agree that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (c) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 or clause 2.2 and each of the Holder and Controllers agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder or Controllers' obligation under clause 2.1 or clause 2.2 without proof of actual damage and without prejudice to any of its other rights or remedies.

## 6 Amendment

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This deed may not be amended without the prior written consent of the parties.

## 7 General

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### 7.1 Governing law and jurisdiction

- (a) This deed is governed by the laws of Victoria, Australia.
- (b) Each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria, Australia.
- (c) Each of the parties irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.
- (d) Each of the parties irrevocably waives any immunity in respect of its obligations under this deed which that party may acquire from the jurisdiction of any court or any legal process for any reason including, but not limited to, the service of notice, attachment prior to judgment, attachment in aid of execution or execution.

### 7.2 Counterparts

This deed may be executed in any number of counterparts.





### **7.3 Further assurances**

Each party must do all things and execute all further documents required to give full effect to this deed.

### **7.4 Notices**

A Notice is regarded as given by a party to another party, at the time of delivery of that Notice to the address, or transmission of that Notice by facsimile to the facsimile number, which is specified in the address of that other party, unless in the case of a transmission by facsimile:

- (a) the machine from which that Notice is transmitted indicates a malfunction in that transmission;
- (b) that other party gives Notice within the next Business Day, to the first-mentioned party of an incomplete transmission to that other party of the Notice of the first-mentioned party; or
- (c) that Notice is delivered or transmitted by facsimile, other than during Business Hours, in which case, that Notice is regarded as given by that party at the beginning of the next Business Hour.

### **7.5 Time of Essence**

Time is of the essence to this deed.



## Schedule 1

### Details

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Item 1	1 Holder	Catcha Group Pte Ltd
	2 Holder address	3 Raffles Place, 06-01 Bharat Building, Singapore 048617
<hr/>		
Item 2	Escrow Period	The period commencing on the date of listing on the ASX and ending on the date that is 12 months from the date of listing.
<hr/>		
Item 3	1 Controllers	Patrick Grove and Luke Elliott
	2 Controllers Interests	Relevant interest (as defined in the Corporations Act) in the Restricted Shares.
<hr/>		



## Signing page


Executed as a deed

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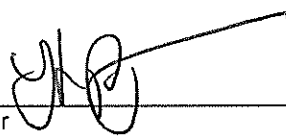
### Company

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**

by

sign here ►   
Company Secretary/Director

print name MARK LICCIARDO

sign here ►   
Director

print name SHAUN DIGREGORIO

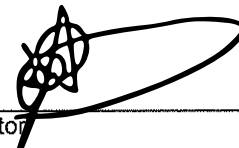
### Holder

Signed sealed and delivered by  
**Catcha Group Pte Ltd**

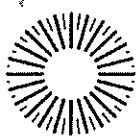
by

sign here ►   
Company Secretary/Director

print name Lucas Elliott

sign here ►   
Director

print name Patrick Grove



HERBERT  
SMITH  
FREEHILLS

# Voluntary escrow deed Shaun Di Gregorio

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The party specified in Item 1 of Schedule 1 (Holder)

The parties specified in Item 3 of Schedule 1  
(Controllers)

Frontier Digital Ventures Limited ACN 609 183 959



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## Voluntary escrow deed

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Date ► 26 July 2016

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Between the parties

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Company	Frontier Digital Ventures Limited ACN 609 183 959 of Level 7, 330 Collins Street, Melbourne VIC 3000
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Controllers	The parties identified in Item 3 of Schedule 1
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Holder	The party identified in Item 1 of Schedule 1
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This deed witnesses as follows:



## 1 Definitions and interpretation

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### 1.1 Definitions

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

Term	Meaning
ASIC	the Australian Securities and Investments Commission.
ASX	ASX Limited (ACN 008 624 691) or the market it operates as the context requires.
ASX Settlement	ASX Settlement Pty Ltd (ABN 49 008 504 532).
Business Day	a day on which banks are open for business in Melbourne, other than a Saturday, Sunday or public holiday in Melbourne.
Business Hour	9.00 am to 5.00 pm on any Business Day.
Controllers	the parties specified in Item 3 of Schedule 1.
Controllers Interest	in respect of the Controllers, the securities, economic interests or other interests in the Holder or the Restricted Shares in which the Controllers have a direct or indirect interest and each intermediate entity through which that interest occurs, as set out in Item 3 of Schedule 1.
Corporations Act	<i>Corporations Act 2001</i> (Cth).
Dealing	<p>in respect of any Restricted Share or Controllers Interest, means to directly or indirectly:</p> <ul style="list-style-type: none"><li>• sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, that Restricted Share or Controllers Interest or any legal, beneficial or economic interest in that Restricted Share or Controllers Interest;</li><li>• create, or agree or offer to create, any Security Interest in that Restricted Share or Controllers Interest or any legal, beneficial or</li></ul>



Term	Meaning
	<p>economic interest in that Restricted Share or Controllers Interest;</p> <ul style="list-style-type: none"><li>• enter into any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise Dispose of that Restricted Share or Controllers Interest; or</li><li>• do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Share or Controllers Interest or any legal, beneficial or economic interest in that Restricted Share or Controllers Interest.</li></ul> <p>Deal and Dealt each have a corresponding meaning.</p>
Dispose	has the meaning given to that term in the Listing Rules.
Escrow Period	the period set out in Item 2 of Schedule 1.
Governmental Agency	any government (in any jurisdiction, whether federal, state, territorial or local), or representative of a government (including any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or in which any government is interested) or any governmental, semi-governmental, administrative, fiscal, regulatory, self-regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity in Australia. It includes without limitation, ASIC, any non-government regulatory authority including the ASX and any other stock exchange.
Holder	the party specified in Item 1 of Schedule 1.
Holding Lock	has the meaning in Section 2 of the Settlement Operating Rules.
Issuer Sponsored Subregister	the part of the Company's register for shares that is administered by the Company (and not ASX Settlement) and records uncertificated holdings of Shares.
Listing Rules	the listing rules of the ASX (or such other financial market on which the Company is listed) and any other rules of the ASX (or such other financial market on which the Company is listed) which are applicable while the Company is admitted to the official list of the ASX (or such other financial market on which the Company is listed), each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX (or such other financial market on which the Company is listed).





Term	Meaning
Offer	the offer of Shares pursuant to the Prospectus.
Prospectus	the prospectus to be issued by the Company and dated on or about <i>[insert date]</i> 2016 and lodged with ASIC on that date.
Restricted Shares	the Shares in the Company held by the Holder on the date of this deed that will not be subject to mandatory escrow pursuant to the listing rules of the ASX.
Security Interest	<p>an interest or power:</p> <ul style="list-style-type: none"><li>• reserved in or over an interest in any securities including, but not limited to, any retention of title;</li><li>• created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, and</li><li>• any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.</li></ul>
Settlement Operating Rules	means the operating rules of ASX Settlement.
Share	a share in the Company.
Trading Day	a 'trading day' as defined in the Listing Rules.
Voluntary Escrow Deed	a voluntary escrow deed entered into in connection with the initial public offering of Shares in the Company.

## 1.2 Interpretation

In this deed including the recitals unless the contrary intention appears:

- (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 Listing Rules, and not in this deed, have the meanings given to them in the Listing Rules;
- (d) every warranty or agreement (express or implied) in which more than one person is joined, binds them individually and any combination of them as a group;



- (e) references to "applicable law" include all laws and regulations of jurisdictions applicable to the Company, or its related bodies corporate, as the case may be (including the Corporations Act and any other laws and regulations of a jurisdiction outside Australia), and rules, policies, official directives, orders or requirements of any Governmental Agency, including the Listing Rules, Settlement Operating Rules and the applicable listing requirements of the ASX, except to the extent compliance is modified, waived or exempted in favour of a person in the relevant circumstances; and
- (f) the schedules form part of this deed.

### 1.3 Compliance with Listing Rules

For so long as the Company is listed on the official list of the ASX:

- (a) notwithstanding anything contained in this deed, if the Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this deed prevents an act being done that the Listing Rules require to be done;
- (c) if the Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;
- (e) if the Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and
- (f) if any provision of this deed is or becomes inconsistent with the Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

## 2 Escrow

---

### 2.1 Holder restrictions during Escrow Period

Subject to clause 2.4, the Holder must not Deal in the Restricted Shares during the Escrow Period.

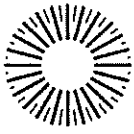
### 2.2 Controllers restrictions during Escrow Period

Subject to clause 2.4, the Controllers must not Deal in the Controllers Interests during the Escrow Period.

### 2.3 Escrow restrictions

The parties acknowledge and agree that:

- (a) as soon as practicable following the commencement of trading of the Restricted Shares on the ASX pursuant to the Offer, the Restricted Shares will be registered and held for the Holder on the Issuer Sponsored Subregister;
- (b) the Company will apply a Holding Lock to the Restricted Shares as soon as practicable after registration of the Restricted Shares on the Issuer Sponsored



Subregister and the Holder hereby agrees to the application of the Holding Lock; and

- (c) the Company will do all things necessary to ensure that the Holding Lock is released:
  - (1) to the extent necessary to permit disposals of Restricted Shares permitted by this deed; and
  - (2) in full at the conclusion of the Escrow Period,including notifying ASX that the Restricted Shares will be released from the Holding Lock, in accordance with the timing requirements set out in Listing Rule 3.10A.

## 2.4 Exceptions

- (a) During the Escrow Period, the Holder or a Controller may Deal in any of its Restricted Shares or Controllers Interests (as relevant) if the Dealing arises solely as a result of:
  - (1) a requirement of applicable law (including an order of a court of competent jurisdiction);
  - (2) subject to 2.4(b), the acceptance of a bona fide third party takeover bid made under chapter 6 of the Corporations Act in respect of the Shares, provided that the holders of at least half of the Shares that are not subject to any Voluntary Escrow Deed, and to which the offers under the bid relate, have accepted the bid; or
  - (3) subject to 2.4(b), the transfer or cancellation of the Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act.
- (b) If for any reason any or all Restricted Shares are not transferred or cancelled in accordance with a takeover bid as described in section 2.4(a)(2) or scheme of arrangement as described in 2.4(a)(3), then the Holder agrees that the restrictions applying to the Restricted Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Restricted Shares not so transferred or cancelled.

## 2.5 Notice

If the Holder or a Controller becomes aware:

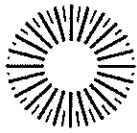
- (a) that a Dealing in any Restricted Shares or Controllers Interests has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Restricted Shares or Controllers Interests during the Escrow Period,

it must notify the Company as soon as practicable after becoming aware of the actual or potential Dealing or the matters giving rise to the actual or potential Dealing, providing full details.

## 3 Termination

---

This deed terminates automatically if:



- (a) the Company withdraws the Offer;
- (b) the Company is not admitted to the official list of the ASX by 30 September 2016; or
- (c) the Holder dies or is permanently incapacitated prior to the end of the Escrow Period.

## 4 Warranties and acknowledgment

---

### 4.1 Giving of warranties

The Holder and the Controllers each give the warranties and representations in favour of the Company as at:

- (a) the date of this deed; and
- (b) at all times until expiry of the Escrow Period.

### 4.2 Warranties

Each of the Holder and Controllers represents, warrants and undertakes that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed (including, if the Holder or a Controller has entered into this deed as a trustee (Trustee), under the trust deed for the relevant trust (Trust));
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this deed does not and will not violate, breach or result in a contravention of:
  - (1) any applicable law, regulation or authorisation;
  - (2) its constitution or other constituent documents (or, if the Holder or a Controller is a Trustee, the trust deed for the Trust); or
  - (3) any agreement, undertaking, Security Interest or document that is binding on it;
- (e) prior to the Escrow Period, it has not done, or omitted to do, any act that would result in it Dealing in Restricted Shares such that it will take effect during the Escrow Period;
- (f) the Restricted Shares are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) there is no person who has, or will have at or immediately following completion of the Offer, any economic or beneficial interest in the equity or Restricted Shares of the Holder other than the Controllers;
- (h) immediately following completion of the Offer, the Holder will hold the Restricted Shares and the Controllers will hold the Controllers Interests;



- (i) the Restricted Shares are all the securities, economic interests or other interests that the Holder has directly or indirectly in the Company; and
- (j) the Controllers Interests are all the securities, economic interests or other interests in the Holder or the Restricted Shares in which the Controllers have an interest.
- (k) if the Holder or a Controller is a Trustee, the Trustee is the trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove it as trustee of the Trust;
- (l) if the Holder or a Controller is a Trustee:
  - (1) the Holder or Controller has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and Holder or Controller has not released or disposed of its equitable lien over that trust; and
  - (2) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust,
- (m) it has not engaged and will not engage in any "directed selling efforts" (as defined in Rule 902(c) under the U.S. Securities Act of 1933, as amended (the **U.S. Securities Act**) with respect to the Shares;
- (n) it has not offered or sold, and will not offer or sell Shares in the United States by means of any general solicitation or general advertising (within the meaning of Rule 502(c) under the U.S. Securities Act); and
- (o) it has not offered or sold and will not offer or sell in the United States any Restricted Shares or any other security which is or would be integrated with the sale of the Shares in a manner that would require the Shares to be registered under the U.S. Securities Act.

#### 4.3 Acknowledgment

The Holder and the Controllers each acknowledge that a breach of any of the representations and warranties set out in this clause 4 is a breach of this deed.

#### 4.4 Survival of representations and warranties

The representations and warranties in this clause 4 survive termination of this deed.

### 5 Consequences of breaching this deed

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- (a) If the Holder or a Controller breaches this deed (a **Defaulting Party**), each of the following applies:
  - (1) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach; and



- (2) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Defaulting Party's Restricted Shares (this is in addition to other rights and remedies of the Company).
- (b) If the Holder or a Controller breach this deed, the Holder and Controllers each acknowledge and agree that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (c) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 or clause 2.2 and each of the Holder and Controllers agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder or Controllers' obligation under clause 2.1 or clause 2.2 without proof of actual damage and without prejudice to any of its other rights or remedies.

## 6 Amendment

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This deed may not be amended without the prior written consent of the parties.

## 7 General

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### 7.1 Governing law and jurisdiction

- (a) This deed is governed by the laws of Victoria, Australia.
- (b) Each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria, Australia.
- (c) Each of the parties irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.
- (d) Each of the parties irrevocably waives any immunity in respect of its obligations under this deed which that party may acquire from the jurisdiction of any court or any legal process for any reason including, but not limited to, the service of notice, attachment prior to judgment, attachment in aid of execution or execution.

### 7.2 Counterparts

This deed may be executed in any number of counterparts.

### 7.3 Further assurances

Each party must do all things and execute all further documents required to give full effect to this deed.



#### 7.4 Notices

A Notice is regarded as given by a party to another party, at the time of delivery of that Notice to the address, or transmission of that Notice by facsimile to the facsimile number, which is specified in the address of that other party, unless in the case of a transmission by facsimile:

- (a) the machine from which that Notice is transmitted indicates a malfunction in that transmission;
- (b) that other party gives Notice within the next Business Day, to the first-mentioned party of an incomplete transmission to that other party of the Notice of the first-mentioned party; or
- (c) that Notice is delivered or transmitted by facsimile, other than during Business Hours, in which case, that Notice is regarded as given by that party at the beginning of the next Business Hour.

#### 7.5 Time of Essence

Time is of the essence to this deed.



## Schedule 1

### Details

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Item 1	1 Holder	Shaun Di Gregorio
	2 Holder address	2A Jalan Rosa 2, Damansara Heights, Kuala Lumpur, Malaysia
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Item 2	Escrow Period	The period commencing on the date of listing on the ASX and ending on the date that is 12 months from the date of listing.
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Item 3	1 Controllers	Patrick Grove and Luke Elliott
	2 Controllers Interests	Relevant interest (as defined in the Corporations Act) in the Restricted Shares.
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## Signing page

Executed as a deed

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### Company

Signed sealed and delivered by  
**Frontier Digital Ventures Limited**

by

sign here ►   
Company Secretary/Director

print name MARK LICCIARDO

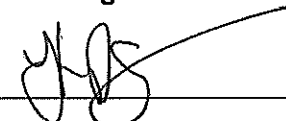
sign here ►   
Director

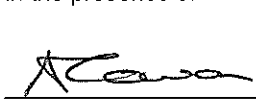
print name SHAUN DIGREGORIO

### Holder

Signed sealed and delivered by  
**Shaun Di Gregorio**

in the presence of

sign here ► 

sign here ►   
Witness

print name SHAUN DIGREGORIO

print name Amanda Gava