



Rubik Financial Limited

ACN 071 707 232

Entitlements Issue Offer

For the non-renounceable entitlements issue to Eligible Shareholders of New Shares on the basis of 1 New Share for every 7 Shares held at 7:00pm (AEST) on the record date of 18 April 2016, at an issue price of A\$0.10 per New Share, for the purpose of raising up to approximately A\$5,294,838 (before costs).

The Offer is fully underwritten by Viburnum Funds Pty Ltd. Please refer to section 6 of this Offer Document for further details regarding the Underwriting Agreement.

THE ENTITLEMENTS ISSUE CLOSES AT 5:00pm AEST ON 3 May 2016.

This document is not a prospectus and does not contain all of the information that an investor would find in a prospectus or which may be required in order to make an informed investment decision or about the rights attaching to the New Shares offered. This document is important and requires your immediate attention. It should be read in its entirety before deciding to participate. If you are in doubt as to whether to accept your Entitlement, you should consult your stockbroker or other professional adviser.

Contents

Page

Important Notices and Statements	1
Letter from the Chairman	3
1 Brief Instructions for Shareholders	4
2 Key Information	5
3 Details of the Entitlements Issue	5
4 Action required by Shareholders	16
5 Risk Factors	18
6 Underwriting Agreement	24
7 Defined Terms	29
Corporate Directory	33

Important Notices and Statements

Date of Offer Document

This Offer Document is dated 13 April 2016 and was lodged with the ASX on this date.

Application

An application for New Shares will only be accepted on the Entitlement and Acceptance Form accompanying this Offer Document.

Document is not a prospectus

This document is not a prospectus and does not contain all of the information that an investor would find in a prospectus or which may be required in order to make an informed investment decision or about the rights attaching to the New Shares offered.

Future performance and forward looking statements

This Offer Document contains certain “forward looking statements” and comments about future matters. Forward looking statements can generally be identified by the use of forward looking words such as “expect”, “anticipate”, “likely”, “intend”, “propose”, “should”, “could”, “may”, “predict”, “plan”, “will”, “believe”, “forecast”, “estimate”, “target”, “outlook”, “guidance”, and other similar expressions within the meaning of securities laws of applicable jurisdictions and include, but are not limited to, the outcome and effects of the Offer and the use of proceeds. Indications of, and guidance or outlook on, future earnings or financial position or performance are also forward-looking statements. You are cautioned not to place undue reliance on forward-looking statements. Any such statements, opinions and estimates in this Offer Document speak only as of the date hereof and are based on assumptions and contingencies subject to change without notice, as are statements about market and industry trends, projections, guidance and estimates. Forward-looking statements are provided as a general guide only. The forward looking statements contained in this Offer Document are not indications, guarantees or predictions of future performance and involve known and unknown risks and uncertainties and other factors, many of which are beyond the control of Rubik, and may involve significant elements of subjective judgement and assumptions as to future events which may or may not be correct.

Refer to section 5 of this Offer Document for a non-exhaustive summary of certain general and Rubik specific risk factors that may affect Rubik. There can be no assurance that actual outcomes will not differ materially from these forward-looking statements. A number of important factors could cause actual results or performance to differ materially from the forward looking statements, including the risk factors included in section 5 of this Offer Document. Investors should consider the forward looking statements contained in this Offer Document in light of those risks and disclosures.

The forward looking statements are based on information available to Rubik as at the date of this Offer Document. Except as required by law or regulation (including the Listing Rules), Rubik undertakes no obligation to supplement, revise or update or otherwise forward looking statements, regardless of whether new information, future events or results or other factors affect the information contained in this Offer Document.

Past performance

Investors should note that past performance, including past share price performance, cannot be relied upon as an indicator of (and provides no guidance as to) future Rubik performance including future share price performance.

Jurisdictions

This Offer Document does not constitute an offer or invitation in any place in which, or to any person to whom it would not be lawful to make such an offer or invitation. The distribution of this Offer Document in jurisdictions outside Australia and New Zealand may be restricted by law and persons who come into

possession of this Offer Document should seek advice on and observe any such restrictions. Any failure to comply with such restrictions may constitute a violation of applicable securities laws.

This document does not constitute an offer to sell, or a solicitation of an offer to buy, securities in the United States. Any securities described in this document have not been, and will not be, registered under the US Securities Act of 1933 and may not be offered or sold in the United States.

Information and representations

No person is authorised to give any information or to make any representation in connection with the Offer which is not contained in this Offer Document. Any information or representation not so contained may not be relied upon as having been authorised by the Company in connection with the Offer.

References to “you” and “your Entitlement”

In this Offer Document, references to “you” are references to Eligible Shareholders and references to “your Entitlement” (or “your Entitlement and Acceptance Form”) are references to the Entitlement (or Entitlement and Acceptance Form) of Eligible Shareholders.

Times and dates

Times and dates in this Offer Document are indicative only and subject to change. All times and dates refer to Australian Eastern Standard Time unless expressly indicated otherwise. Refer to the “Key Information” section of this Offer Document for more details.

Currency

Unless otherwise stated, all dollar values in this Offer Document are in Australian dollars (A\$).

Trading New Shares

Rubik will have no responsibility and disclaims all liability (to the maximum extent permitted by law) to persons who trade New Shares they believe will be issued to them before they receive their holding statements, whether on the basis of confirmation of the allocation provided by Rubik or the Share Registry or otherwise, or who otherwise trade or purport to trade New Shares in error or which they do not hold or are not entitled to.

If you are in any doubt as to these matters you should first consult with your stockbroker, accountant or other professional adviser.

Personal information

By submitting an Entitlement and Acceptance Form, you will be providing personal information to the Company (directly or via the Share Registry). The Company collects, holds and will use that information to assess your application for New Shares. The information may also be used from time to time and disclosed to persons inspecting the register, bidders for your securities in the context of takeovers, regulatory bodies, including the Australian Taxation Office, authorised securities brokers, print service providers, mail houses and the Share Registry.

You can access, correct and update the personal information that is held about you. If you wish to do so please contact the Share Registry at the relevant contact numbers set out in this Offer Document.

Collection, maintenance and disclosure of certain personal information is governed by legislation including the *Privacy Act 1988* (Cth) (as amended), the Corporations Act and certain rules such as the ASX Settlement Operating Rules. You should note that if the information required on the Entitlement and Acceptance Form is not provided, the Company may not be able to accept or process your application for New Shares.

Key definitions

Capitalised terms used in this Offer Document are defined in section 7 of this Offer Document.

Letter from the Chairman

13 April 2016

Dear Shareholder

On behalf of the Board, I am pleased to invite you to participate in this Entitlements Issue. This Entitlements Issue provides you with the opportunity to maintain your equity interest in the Company, and to participate in the continued growth of the Company.

Under the Entitlements Issue, Eligible Shareholders are invited to apply for 1 New Share for every 7 Shares held at 7:00pm (AEST) on the record date of 18 April 2016 at an issue price of \$0.10 per New Share. If the Entitlements Issue is fully subscribed, the Company will issue 52,948,384 New Shares and raise approximately \$5,294,838 before costs.

In order to encourage maximum participation, Shareholders will also be able to subscribe for Additional New Shares in excess of their full Entitlement under the Offer. Further details on applying for Additional New Shares are set out in section 3.10.

The Offer is fully underwritten by Viburnum Funds Pty Ltd (**Viburnum**). Viburnum is the manager of Viburnum Funds Pty Ltd ATF VF Strategic Equities Fund (**Viburnum Fund**), the Company's largest shareholder (19.01%). Section 3.2 of this Offer Document provides further details regarding the underwriting arrangements. Section 3.5 of this Offer Document outlines the effect of the Offer on control of the Company in different scenarios.

The Company intends to use funds raised under the Entitlements Issue to:

- (a) accelerate the Company's key banking and wealth innovation pipeline, including investment in:
 - its joint development project with Temenos to create a best in class digital banking experience for the Australian market and expand the associated market opportunities for Rubik; and
 - development of enhanced Provisio product functionality to maintain Rubik's position as the leading provider of scaled/robo advice in the Australian market and grow recurring wealth revenues;
- (b) repay outstanding short term debt to Viburnum Fund;
- (c) general working capital and administrative expenses; and
- (d) expenses of the Offer.

Details of the Entitlements Issue are set out in this Offer Document and I encourage you to read the Offer Document in its entirety before making your investment decision. A summary of risk factors that you should consider in applying for New Shares is set out in section 5.

Finally, on behalf of the Board I thank you for your continued support of the Company and encourage you to take up your Entitlements under the Entitlements Issue.

Yours faithfully



Mr Craig Coleman
Non-Executive Chairman
Rubik Financial Limited

1 Brief Instructions for Shareholders

<p>If you wish to accept your Entitlement in full:</p> <ul style="list-style-type: none">• pay the amount indicated on your Entitlement and Acceptance Form via BPAY® using the BPAY® code and personalised customer reference number indicated so that the funds are received before 5:00pm (AEST) on the Closing Date; or• complete the Entitlement and Acceptance Form, filling in the details in the spaces provided and attach your cheque, bank draft or money order for the amount indicated on your Entitlement and Acceptance Form.	<p>If you only wish to accept part of your Entitlement:</p> <ul style="list-style-type: none">• pay the amount indicated on your Entitlement and Acceptance Form via BPAY® using the BPAY® code and personalised customer reference number indicated so that the funds are received before 5:00pm (AEST) on the Closing Date; or• complete the Entitlement and Acceptance Form, filling in the details in the spaces provided and attach your cheque, bank draft or money order for the amount indicated on your Entitlement and Acceptance Form.
<p>Applying for Additional New Shares</p> <p>Eligible Shareholders who have subscribed for their Entitlement in full may also apply for Additional New Shares in addition to their Entitlement. You may apply for Additional New Shares as follows:</p> <ul style="list-style-type: none">• complete the relevant section of your Entitlement and Acceptance Form and return it together with a single cheque, bank draft or money order for the appropriate application monies for both your Entitlement and the Additional New Shares you wish to apply for; or• pay the appropriate application monies for both your Entitlement and the Additional New Shares you wish to apply for via BPAY® using the BPAY® code and personalised customer reference number indicated so that the funds are received before 5:00pm (AEST) on the Closing Date. <p>Please refer to sections 3.10 and 4 of this Offer Document for further details on applying for Additional New Shares.</p>	<p>If you do not wish to accept all or part of your Entitlement, you are not obliged to do anything. If Eligible Shareholders do not take up their entitlement, their existing interest in the Company will be diluted. Please refer to section 3.5 of this Offer Document.</p>

2 Key Information

2.1 Summary of the Offer

Entitlement	1 New Share for every 7 Shares held on the Record Date
Number of Shares on issue as at the date of this Offer Document	370,638,690
Number of New Shares to be issued under the Offer assuming full subscription	52,948,384
Number of Shares on issue on completion of the Offer assuming full subscription	423,587,074
Issue price per New Share	\$0.10
Maximum amount to be raised under the Offer	\$5,294,838 (before costs)

2.2 Indicative Timetable*

Release of Offer Document, Entitlement Offer, Appendix 3B & section 708AA Notice to ASX	13 April 2016
Letter to Security holders	14 April 2016
“Ex” Date	15 April 2016
Record Date	18 April 2016
Despatch Offer Document and Entitlement and Acceptance Form to Eligible Shareholders	21 April 2016
Offer Opening Date	21 April 2016
Offer Closing Date	3 May 2016
Securities quoted on a deferred settlement basis	4 May 2016
ASX notified of under subscriptions	6 May 2016
Issue of new Shares under Entitlement Offer	10 May 2016
Normal ASX trading for new Shares commences	11 May 2016

*These dates are indicative only. The Directors reserve the right to vary the key dates without prior notice, subject to the Corporations Act and the Listing Rules. The commencement of quotation of new securities is subject to confirmation from the ASX.

3 Details of the Entitlements Issue

3.1 The Offer

This Offer Document invites Eligible Shareholders to participate in a pro-rata non-renounceable Entitlements Issue of up to 52,948,384 New Shares in the Company on the basis of 1 New Share for every 7 Shares held on the Record Date, at an issue price of A\$0.10 per New Share, for the purpose of raising up to approximately A\$5,294,838 before costs.

Any fractional Entitlements to New Shares will be rounded up to the nearest whole number in calculating each Eligible Shareholder's entitlement to New Shares.

The proposed use of funds raised under the Offer, assuming full subscription, is set out below:

Description	(\$)	% of proceeds
Investment in key banking and wealth innovation pipeline	2,900,000	55%
Repayment of outstanding short-term debt to Viburnum Fund ¹	2,000,000	38%
General working capital and administrative expenses	238,656	4%
Expenses of the Offer	156,182	3%
Total	\$5,294,838	100%

1. Note: Viburnum Fund has entered into a short-term loan arrangement with the Company under which Viburnum Fund has agreed to lend the Company \$2 million. Under the loan, interest is payable by the Company at 8% per annum on a monthly basis. The loan is repayable on or before the earlier of the completion of the Offer and 30 June 2016.

There is no minimum subscription under the Offer.

3.2 Underwriting

The Offer is fully underwritten by Viburnum. Viburnum is the manager of Viburnum Fund, the Company's largest shareholder (19.01%). The Underwriting Agreement is subject to standard terms and conditions. All valid applications for New Shares pursuant to this Offer Document received by the Company, from all sources, will be deemed to have been accepted in full by the Company and will go in relief of the obligations of Viburnum under the Underwriting Agreement.

Pursuant to the Underwriting Agreement, the Company has agreed to pay Viburnum an underwriting fee of \$101,182 (excluding GST) (being 2% of \$5,059,124 (being the value of the underwritten amount of \$5,294,838 less \$235,714 (being the amount lent under the Company's loan funded share arrangements referred to in section 3.4)) as consideration for Viburnum's underwriting obligation in accordance with the Underwriting Agreement (**Underwriting Fee**).

LHC Capital is a substantial shareholder of Rubik. LHC Capital has agreed to sub-underwrite the Offer up to \$500,000 of any Shortfall. Regal Funds is also a substantial shareholder of Rubik and has agreed to sub-underwrite the Offer up to \$500,000 of any Shortfall. LHC Capital and Regal Funds will sub-underwrite the Offer between them on a pro-rata basis up to the dollar limit of their sub-underwriting commitments.

Following the allocation of any Shortfall to LHC Capital and Regal Funds, up to their combined sub-underwriting commitment of \$1,000,000, Viburnum have confirmed that any remaining New Shares acquired by Viburnum under the Underwriting Agreement will be transferred by Viburnum to Viburnum Fund.

Please refer to section 3.5 of this Offer Document for a description of the potential impact on the Offer on control of the Company and to section 6 of this Offer Document for a summary of the material terms and conditions of the Underwriting Agreement.

3.3 Effect of the Offer on the Company's Capital Structure

The capital structure of the Company following completion of the Entitlements Issue, assuming all Entitlements are accepted in full, is set out below:

Number of Shares on issue as at the date of this Offer Document	370,638,690
Number of New Shares offered under the Entitlements Issue	52,948,384
Total number of Shares on issue on completion of Entitlements Issue assuming full subscription	423,587,074

As at the date of this Offer Document, the Company has no Options on issue. No new Options are being offered under the Entitlements Issue.

3.4 Pro-forma statement of financial position

The audit reviewed statement of financial position of the consolidated entity as at 31 December 2015 and the pro-forma statement of financial position of the consolidated entity as at 31 December 2015 (**Pro-Forma Statement of Financial Position**) set out below have been prepared on the basis of the accounting policies normally adopted by Rubik and reflect the changes to its financial position. They have been prepared on the assumption that all New Shares pursuant to the Offer are issued.

The Pro-Forma Statement of Financial Position as at 31 December 2015 has been adjusted for the transactions set out below.

- The issue of 52,948,384 New Shares pursuant to this Offer Document to raise \$5,294,838;
- The estimated expenses of the Offer of approximately \$156,182.
- The Company has in place loan funded share arrangements with key executives, which have previously been disclosed to the ASX on 17 November 2014 and updated in the Company's subsequent remuneration reports. Under the terms of those arrangements, the Company will provide a further loan to allow key executives to participate in the Offer. This loan will amount to \$235,714 and both the loan and the Shares issued under this arrangement will be subject to the same terms as the current loan funded share arrangements. The amount of the loan will be \$235,714, and will be used to fund the issue of 2,357,143 New Shares. These New Shares will be accounted for as options under the Company's accounting policies.

Pro-Forma Statement of Financial Position	Audit reviewed Statement of Financial Position as at 31 Dec 2015	Adjustments	Pro-Forma Statement of Financial Position as at 31 Dec 2015
	\$'000	\$'000	\$'000
Assets			
Current assets			
Cash and cash equivalents	1,694	4,903	6,597
Trade and other receivables	8,548		8,548
Other	861		861
Total current assets	11,103	4,903	16,006
Non-current assets			
Other financial assets	151		151
Property, plant and equipment	563		563
Intangibles	50,692		50,692
Deferred tax	14,583		14,583
Total non-current assets	65,989		65,989
Total assets	77,092	4,903	81,995
Liabilities			
Current liabilities			
Trade and other payables	9,327		9,327
Borrowings	-		-
Employee benefits	2,314		2,314
Provisions	3,137		3,137
Revenue received in advance	2,546		2,546
Total current liabilities	17,324		17,324
Non-current liabilities			
Borrowings	5,874		5,874
Employee benefits	142		142
Provisions	-		-
Total non-current liabilities	6,016		6,016
Total liabilities	23,340		23,340
Net assets	53,752	4,903	58,655
Equity			
Issued capital	67,804	4,903	72,707
Reserves	3,961		3,961
Accumulated losses	(18,013)		(18,013)
Total equity	53,752	4,903	58,655

Notes to the Pro-Forma Statement of Financial Position

The 31 December 2015 half-year financial statements, that have been reviewed by Rubik's auditor, KPMG, have been used in the preparation of the Pro-forma Statement of Financial Position.

The Pro-Forma Statement of Financial Position has been prepared to provide you with information on the assets and liabilities of Rubik and pro-forma assets and liabilities of Rubik. The historical and pro-forma financial information is presented in an abbreviated form, insofar as it does not include all of the disclosures required by Australian Accounting Standards applicable to general purpose financial reports prepared in accordance with the Corporations Act.

The Pro-Forma Statement of Financial Position:

- 1 includes \$4,902,942 comprising gross proceeds raised pursuant to the Offer of \$5,294,838, less loan funding expected to be extended under the Company's loan funded share arrangements of \$235,714, less estimated Offer costs of \$156,000; and
- 2 does not take into account any transactions between 1 January 2016 and the date of this Offer Document. The Pro-Forma Statement of Financial Position reflects only the transactions the subject of this Offer Document.

3.5 Effect of the Offer on control of the Company

The maximum number of Shares which will be issued pursuant to the Offer is 52,948,384. This equates to approximately 12.50% of all the issued Shares in the Company following completion of the Offer.

Viburnum has agreed to fully underwrite the Offer. Viburnum is the manager of Viburnum Fund, a major Shareholder of the Company, and intends to transfer any New Shares it receives pursuant to the underwriting arrangements in relation to the Offer to Viburnum Fund. As such, any change in the relevant interest in Shares or voting power of Viburnum as a result of the Offer will result in a corresponding change in the relevant interest in Shares and voting power of Viburnum Fund.

As at the date of this Offer Document, Viburnum Entities have a relevant interest in 70,464,893 Shares (representing a 19.01% interest in the Company). The extent to which Shares are issued pursuant to the Underwriting Agreement may increase Viburnum Entities' relevant interest in the Company.

Viburnum Entities may acquire a relevant interest in greater than 20% of the Shares on completion of the Offer. As such, the Offer may have an impact on the control of the Company.

The Company understands that Viburnum has engaged certain sub-underwriters to the Offer, none of whom (after allocating the Shortfall to various third parties) will be entitled to acquire a relevant interest in greater than 20% of the Shares on completion of the Offer.

LHC Capital is a substantial shareholder of Rubik. LHC Capital has agreed to take up its full Entitlement under the Offer as well as sub-underwrite the Offer up to \$500,000 of any Shortfall. Regal Funds is also a substantial shareholder of Rubik and has agreed to take up its full Entitlement under the Offer as well as sub-underwrite the Offer up to \$500,000 of any Shortfall. LHC Capital and Regal Funds will sub-underwrite the Offer between them on a pro-rata basis up to the dollar limit of their sub-underwriting commitments. Neither LHC Capital or Regal Funds are related parties of the Company.

In addition to LHC Capital and Regal Funds, Viburnum may procure additional sub-underwriters in accordance with the Underwriting Agreement.

Should the sub-underwriters to the Offer default in their obligations, Viburnum would be required to subscribe for the Shortfall Shares itself in accordance with the terms of the Underwriting Agreement.

If no Eligible Shareholders subscribe for Shares under the Offer, the sub-underwriters to the Offer default in their obligations and all Shares offered pursuant to this Offer Document are issued to Viburnum in accordance with the terms and conditions of the Underwriting Agreement, it will increase Viburnum Entities' voting power in the Company to up to 29.14%.

Viburnum and Viburnum Fund are not related parties of the Company for the purposes of the Corporations Act. Viburnum Entities' present relevant interest and changes under several scenarios are set out in the table below.

Event	Number of Shares in which Viburnum and Viburnum Fund have a relevant interest¹	Voting power of Viburnum and Viburnum Fund (%)²
Date of Offer Document	70,464,893	19.01%
Offer is fully subscribed (no Shortfall)	80,531,307	19.01%
75% subscribed (25% Shortfall)	91,251,800	21.54%
50% subscribed (50% Shortfall)	101,972,292	24.07%
25% subscribed (75% Shortfall)	112,692,785	26.60%
0% subscribed (100% Shortfall)	123,413,277	29.14%

Note:

¹ This assumes that Viburnum Fund takes up its full Entitlement under the Offer.

The number of Shares in which Viburnum Entities have a relevant interest and their voting power in the table above show the potential effect of Viburnum's underwriting of the Offer. The underwriting obligation and therefore voting power of Viburnum and Viburnum Fund as shown in the table above will reduce by a corresponding amount for the amount of Entitlements taken up by other Eligible Shareholders and any sub-underwriters.

The Company has received commitments from various Eligible Shareholders with respect to their intentions to take up their Entitlement under the Offer and, in some cases, to apply for Additional New Shares or act as a sub-underwriters of the Offer. The table below summarises these commitments and their impact on the voting power of Viburnum and Viburnum Fund.

Name	Nature of commitment	Number of New Shares committed	Impact on voting power of Viburnum and Viburnum Fund (%)
LHC Capital ¹	Entitlement	7,157,286	(1.69%)
LHC Capital ¹	Sub-underwriter	5,000,000	(1.18%)
Regal Funds ²	Entitlement	6,794,470	(1.60%)
Regal Funds ²	Sub-underwriter	5,000,000	(1.18%)
Mr Iain Dunstan ³	Entitlement	1,582,473	(0.37%)
Mr Iain Dunstan ³	Additional New Shares	2,000,000 ³	(0.47%)
Mr Craig Coleman ⁴	Entitlement	1,242,858	(0.29%)
Mr Andrew Moffat ⁵	Entitlement	1,151,237	(0.27%)
Mr John Wilson ⁶	Entitlement	235,451	(0.06%)
Mr Darius Coveney ⁷	Entitlement	947,858	(0.22%)
Total Commitments		31,111,633	(7.34%)

Notes:

- 1 LHC Capital is a substantial shareholder of Rubik. LHC Capital has agreed to take up its full Entitlement under the Offer and agreed to sub-underwrite the Offer up to \$500,000 of any Shortfall. LHC Capital and Regal Funds will sub-underwrite the Offer between them on a pro-rata basis up to the dollar limit of their sub-underwriting commitments.
- 2 Regal Funds is a substantial shareholder of Rubik. Regal Funds has agreed to take up its full Entitlement under the Offer and agreed to sub-underwrite the Offer up to \$500,000 of any Shortfall. LHC Capital and Regal Funds will sub-underwrite the Offer between them on a pro-rata basis up to the dollar limit of their sub-underwriting commitments.
- 3 Mr Dunstan is the CEO of Rubik and may hold these shares personally or via a related entity. Mr Dunstan's commitment is to subscribe for up to 2 million Additional New Shares and will be subject to the allocation policy set out in section 3.10. The table above is prepared on the basis that Mr Dunstan subscribes for and is issued 2 million Additional New Shares, which may or may not be the case.
- 4 Mr Coleman is the Non-Executive Chairman of Rubik and may hold these shares via a related entity.
- 5 Mr Moffat is a Non-Executive Director of Rubik and may hold these shares via a related entity.
- 6 Mr Wilson is a Non-Executive Director of Rubik and may hold these shares via a related entity.
- 7 Mr Coveney is the CFO of Rubik and may hold these shares via a related entity.

Based on the information set out in the table above, if no Eligible Shareholders subscribe for Shares under the Offer, other than those parties that have indicated some form of commitment to the Company, Viburnum Entities' voting power in the Company may increase to up to 21.79%, as set out below.

Shareholder	Number of Shares held pre-Offer	Voting power pre-Offer (%)	Number of Shares held post-Offer	Voting power post-Offer (%)
Viburnum Fund	70,464,893	19.01%	92,301,644	21.79%
LHC Capital	50,101,000	13.52%	62,258,286	14.70%
Regal Funds	47,561,286	12.83%	59,355,756	14.01%
Directors/CEO/CFO	36,119,112	9.75%	43,278,989	10.22%
Others	166,392,399	44.89%	166,392,399	39.28%
TOTAL	370,638,690	100.00%	423,587,074	100.00%

Viburnum Entities have informed the Company that if they were to gain effective control of the Company by virtue of their shareholdings, including Shares acquired pursuant to the Offer and as a result of underwriting of the Offer, their current intentions of Viburnum and Viburnum Fund are that, to the extent that they are able to do so having regard to their ownership interest, they:

- do not currently intend to make any significant changes to the existing businesses of Rubik;
- have no present intention to inject further capital into Rubik (save for their participation in the Offer, including as an underwriter);
- do not currently intend to become involved in decisions regarding the future employment of Rubik's present employees and contemplates that they will continue in the ordinary course of business;
- do not currently intend for any property to be transferred between Rubik and Viburnum or Viburnum Fund or any person associated with Viburnum or Viburnum Fund;
- do not currently intend to redeploy the fixed assets of Rubik; and
- do not currently intend to change Rubik's existing financial or dividend policies.

Viburnum and Viburnum Fund have indicated that their intentions mentioned in this section are based on the facts and information regarding the Company and the general business environment which are known to them as at the date of this Offer Document. Any future decisions will, of course, be reached by Viburnum and Viburnum Fund based on all material information and circumstances at the relevant time. Accordingly, if circumstances change or new information becomes available in the future, Viburnum's and Viburnum Fund's intentions could change.

Viburnum and Viburnum Fund have informed the Company that, on the facts and circumstances presently known to them, they are supportive of the Company's current direction and have indicated that they are willing to consider any proposals the Board and management may put forward as to how they can support and assist the Company towards its objectives.

The intentions and statements of future conduct set out above must also be read as being subject to the legal obligations of the Directors at the time, including any nominees of Viburnum and Viburnum Fund, to act in good faith in the best interests of the Company and for proper purposes and to have regard to the interests of Shareholders. The Company notes that its Non-Executive Chairman, Mr Craig Coleman, is also the Executive Chairman and a director of Viburnum. Mr Coleman also holds 20% of Viburnum and has a small interest in Viburnum Fund of approximately \$250,000 (being less than 1% of Viburnum Fund).

The implementation of Viburnum's and Viburnum Fund's current intentions in relation to its ownership of the Company will be subject to the law (including the Corporations Act), the ASX Listing Rules and the Company's Constitution.

In addition, Shareholders should note that if they do not participate in the Offer, their holdings are likely to be diluted by approximately 12.5% (as compared to their holdings and number of Shares on issue as at the date of the Offer Document). Examples of how the dilution may impact Shareholders are set out in the table below.

Holding as at Record Date	% at Record Date	Entitlement under the Offer	Holding if Offer not taken up	% post completion of the Offer
10,000,000	2.70%	1,428,572	10,000,000	2.36%
5,000,000	1.35%	714,286	5,000,000	1.18%
1,500,000	0.40%	214,286	1,500,000	0.35%
400,000	0.11%	57,143	400,000	0.09%
50,000	0.01%	7,143	50,000	0.01%

3.6 Entitlements and Acceptance

Participation in the Entitlements Issue is open to all Shareholders who are registered on the Company's register of members at 7:00pm (AEST) on the Record Date of 18 April 2016 with a registered address in Australia and New Zealand. The number of New Shares to which you are entitled is shown in the accompanying Entitlement and Acceptance Form. If you do not take up your Entitlement by the Closing Date of 5:00pm (AEST) on 3 May 2016, the Offer to you will lapse.

You may take any of the following actions:

- (a) take up all of your Entitlement;
- (b) take up all of your Entitlement and apply for Additional New Shares;
- (c) take up some of your Entitlement and allow the balance of your Entitlement to lapse;
or
- (d) do nothing and allow all of your Entitlement to lapse.

In determining entitlements, any fractional entitlement will be rounded up to the nearest whole number.

A completed and lodged Entitlement and Acceptance Form, together with payment for the number of New Shares accepted, cannot be withdrawn and constitutes a binding application for, and acceptance of, the number of New Shares specified in the Entitlement

and Acceptance Form on the terms set out in this Offer Document. The Entitlement and Acceptance Form does not need to be signed to be binding.

If the Entitlement and Acceptance Form is not completed correctly it may still be treated as a valid application for New Shares. The Directors' decision whether to treat an acceptance as valid and how to construe, amend or complete the Entitlement and Acceptance Form is final.

Further details regarding action required to be taken by Shareholders is contained in section 4.

3.7 Opening and Closing Dates

The Entitlements Issue will open for receipt of acceptances at 9:00am AEST on 21 April 2016 and will close at 5:00pm AEST on 3 May 2016, or such later date as the Directors, in their absolute discretion and subject to compliance with the Listing Rules, may determine and provided that the Company gives ASX notice of the change in accordance with the Listing Rules.

3.8 Brokerage

No brokerage or stamp duty will be payable by investors for New Shares offered under the Entitlement Issue.

3.9 Issue of New Shares

New Shares offered by this Offer Document are expected to be issued on the date specified in the indicative timetable in section 2.2.

It is the responsibility of Applicants to determine their allocation prior to trading in the New Shares. Applicants who sell New Shares prior to receiving their holding statements do so at their own risk.

3.10 Applying for Additional New Shares

Eligible Shareholders who have subscribed for their Entitlement in full may apply for Shares in addition to their Entitlement (**Additional New Shares**) in accordance with the instructions set out in section 4.

It is possible that there will be few or no Additional New Shares available, depending on the level of acceptance of Entitlements by Eligible Shareholders. There is therefore no guarantee that in the event that Additional New Shares are available for issue, they will be allocated to all or any of the Eligible Shareholders who have applied for them.

The following allocation policy will be applied by the Company in relation to applications for Additional New Shares:

- (a) if the total number of Additional New Shares applied for by Eligible Shareholders is equal to or less than the number of Additional New Shares available, all Applicants for Additional New Shares will have their applications satisfied in full, subject to the Corporations Act; and
- (b) if the total number of Additional New Shares applied for by Eligible Shareholders is greater than the number of Additional New Shares available, Applicants for Additional New Shares will have their applications pro-rated based on Applicants' shareholdings in the Company on the Record Date.

If the number of Additional New Shares issued to an Eligible Shareholder is less than the number they applied for, surplus application monies will be refunded without interest.

3.11 Entitlement Issue Shortfall

Any New Shares (including Additional New Shares) not taken up by Eligible Shareholders may become available as Shortfall and will be dealt with in accordance with the Underwriting Agreement.

As noted in section 3.5, the Company has received commitments from various Eligible Shareholders with respect to their intentions to take up their Entitlement under the Offer and, in some cases, to apply for Additional New Shares or act as a sub-underwriter of the Offer. In aggregate, these commitments equate to approximately 77.77% of the New Shares proposed to be issued under the Entitlement Issue. This includes Viburnum Fund's entitlement to New Shares under the Offer, but excludes Viburnum's underwriting commitment.

3.12 Rights Attaching to New Shares

The New Shares issued will rank equally with existing Shares on issue. The rights and liabilities attaching to the New Shares are set out in the constitution of the Company and in the Corporations Act.

3.13 ASX Listing

The Company will make an application to ASX for Official Quotation of the New Shares. If approval is not granted by ASX, the Company will not allot any New Shares and will repay all application monies (where applicable) as soon as practicable, without interest.

3.14 CHESS

The Company participates in CHESS, operated by ASX Settlement, a wholly-owned subsidiary of ASX, in accordance with the Listing Rules and the ASX Settlement Operating Rules.

Under this system, the Company will not issue certificates to investors. Instead, Shareholders will receive a statement of their holdings in the Company.

If an investor is broker-sponsored, ASX Settlement will send them a CHESS statement. The CHESS statement will set out the number of New Shares allotted to each holder under the Offer Document and give details of their holder identification number, the participant identification number of the sponsor and the terms and conditions applicable to the New Shares.

In the case of an issuer sponsored sub-register, the statement will be dispatched by the Share Registry and will contain the number of New Shares allotted under the Offer Document and the Shareholder's security reference number (**SRN**).

A CHESS statement or Issuer Sponsored statement will routinely be sent to holders at the end of any calendar month during which the balance of their holding changes. A holder may request a statement at any other time, however a charge may be incurred for additional statements.

3.15 Excluded Overseas Investors

The Company is of the view that it is unreasonable to make an offer under this Offer Document to Shareholders with a registered address outside of Australia and New Zealand (**Excluded Shareholders**) having regard to:

- (a) the number of Excluded Shareholders;
- (b) the number and value of the securities to be offered to Excluded Shareholders; and

- (c) the cost of complying with the legal requirements and requirements of regulatory authorities in the overseas jurisdictions.

Accordingly, the Company is not required to make offers under the Offer Document to Shareholders with a registered address outside of Australia or New Zealand.

The New Shares are not being offered to the public within New Zealand other than to existing Shareholders of the Company with registered addresses in New Zealand to whom the offer of these securities is being made in reliance on the transitional provisions of the Financial Markets Conduct Act 2013 (New Zealand) and the Securities Act (Overseas Companies) Exemption Notice 2013 (New Zealand).

This Offer Document has been prepared in compliance with Australian law and has not been registered, filed with or approved by any New Zealand regulatory authority. This Offer Document is not a product disclosure statement under New Zealand law and is not required to, and may not, contain all the information that a product disclosure statement under New Zealand law is required to contain.

Members of the public in Australia and New Zealand who are not existing Shareholders on the Record Date are not entitled to apply for any Shares.

For the purposes of section 615 of the Corporations Act, the Company will issue to Euroz Securities Limited, as a nominee, Shares that could otherwise have been applied for by the Excluded Shareholders had they been Eligible Shareholders. Euroz Securities Limited, as nominee, must sell those Shares. The sale of those Shares, by Euroz Securities Limited as nominee, will be arranged and the proceeds net of expenses (if any) will be distributed to the Excluded Shareholders for whose benefit the Shares have been sold, in proportion to the number of Shares they would have been entitled to apply for under the Offer had they been Eligible Shareholders (after deducting the issue price of the Shares and expenses).

The Company will pay Euroz Securities Limited a fee of \$5,000 (plus GST) in respect of its role as nominee. This fee is included in the estimate of the costs of the issue.

3.16 Taxation Implications

The Directors do not consider it appropriate to give Shareholders advice regarding the taxation consequences of subscribing for New Shares. The Company, its advisers and its officers do not accept any responsibility for any such taxation consequences to Shareholders. Shareholders should obtain independent advice on the taxation implications arising out of their participation in the Entitlements Issue.

4 Action required by Shareholders

4.1 How to Participate in the Entitlements Issue

The number of New Shares to which you are entitled is shown in the accompanying Entitlement and Acceptance Form. You may choose to take up all, part or none of your Entitlement (as set out below).

All applications for New Shares must be made on the Entitlement and Acceptance Form. Any application for New Shares will be treated as an offer from the applicant to acquire New Shares on the terms and conditions set out in this Offer Document. The Directors reserve the right to reject any applications for New Shares.

Acceptance of All of Your Entitlement

If you wish to take up **all** of your Entitlement under the Entitlements Issue, please complete the Entitlement and Acceptance Form in accordance with the instructions set out on the reverse of that form.

Application for Additional New Shares

If you wish to take up **all** of your Entitlement under the Entitlements Issue and apply for Additional New Shares, please complete the relevant section of their Entitlement and Acceptance Form in accordance with the instructions set out on the reverse of that form.

Acceptance of Part of Your Entitlement

If you wish to take up **part** of your Entitlement under the Entitlements Issue, please complete the Entitlement and Acceptance Form in accordance with the instructions set out on the reverse of that form and insert the number of New Shares for which you wish to accept the Offer (being less than your Entitlement as specified on the Entitlement and Acceptance Form).

Non-Acceptance of Your Entitlement

If you do not wish to take up any part of your Entitlement under the Entitlements Issue, you are not required to take any action. If you decide not to accept all or part of your Entitlement, the New Shares not accepted will form part of the Shortfall, which will be dealt with as set out in section 3.10 and 3.11 above.

4.2 Payment Methods

Payments will only be accepted in Australian currency and may be made by one of the following methods:

- **BPAY®.** Those who elect to pay via BPAY® must follow the instructions for BPAY® set out in the Entitlement and Acceptance Form. If you choose to pay by BPAY®, you do not need to return the Entitlement and Acceptance Form; or
- cheque, bank draft or money order in Australian dollars payable to "Rubik Financial Limited" and crossed "Not Negotiable".

For payment by BPAY®, please follow the instructions on your personalised Entitlement and Acceptance Form. Please note that should you choose to pay by BPAY®, you do not need to submit the personalised Entitlement and Acceptance Form but are taken to have made the declarations on that Entitlement and Acceptance Form. Your BPAY® payment must be received by 5:00pm AEST on the Closing Date. You should be aware that your financial institution may implement earlier cut-off times in regard to electronic payment and you should take this into account when making payment.

If you are paying by cheque, bank draft or money order, the completed Entitlement and Acceptance Form and your cheque, bank draft or money order must be received by the Company's Share Registry at the address below by no later than 5:00pm AEST on 3 May 2016 or such later date as the Directors advise:

By Post:

*Computershare Investor Services Pty Limited
GPO BOX 505
Melbourne Victoria 3001 Australia*

Your cheque, bank draft or money order should be made payable to "Rubik Financial Limited" and crossed "Not Negotiable". Entitlement and Acceptance Forms must be accompanied by payment of A\$0.10 per New Share. Receipts for payments will not be issued.

You must ensure your cheque account has sufficient funds to cover your payment, as your cheque will be presented for payment on receipt. If your bank dishonours your cheque your application will be rejected. The Company will not re-present any dishonoured cheques. Your payment must be for the full amount required to pay for the New Shares applied for.

Cash payments will not be accepted but returned and the application deemed invalid.

4.3 Enquiries

If you have any queries regarding your Entitlement, please contact Computershare by telephone on 1300 557 010 (within Australia) or +61 3 9415 4000 (outside Australia) or your stockbroker or professional adviser.

5 Risk Factors

5.1 Introduction

This section identifies the areas the Directors regard as the major risks associated with an investment in the Company. Investors should be aware that an investment in the Company involves many risks, which may be higher than the risks associated with an investment in other companies. Intending investors should read the whole of this Offer Document in order to fully appreciate such matters and the manner in which the Company intends to operate before deciding whether to apply for New Shares pursuant to this Offer Document.

There are numerous widespread risks associated with investing in any form of business and with investing in the share market generally. There is also a range of specific risks associated with the Company's business. These risk factors are largely beyond the control of the Company and its Directors because of the nature of the business of the Company. The following summary, which is not exhaustive, represents some of the major risk factors which potential investors need to be aware of.

5.2 Risks specific to the Offer

Potential for significant dilution

Upon completion of the Offer, assuming all Entitlements are accepted, the number of Shares in the Company will increase from 370,638,690 to 423,587,074. This increase equates to approximately 12.50% of all the issued Shares in the Company following completion of the Offer.

This means that each Share will represent a significantly lower proportion of the ownership of the Company. It is not possible to predict what the value of the Company or a Share will be following the completion of the Offer and the Directors do not make any representation to such matters.

The last trading price of Shares on ASX prior to the Offer Document being lodged of \$0.093 is not a reliable indicator as to the potential trading price of Shares following completion of the Offer.

Shareholders should note that if they do not participate in the Offer, their holdings are likely to be diluted by approximately 12.50% (as compared to their holdings and number of Shares on issue as at the date of the Offer Document). Please refer to section 3.5 of this

Offer Document for examples of how the potential dilutionary effect of the Offer may impact Shareholders.

5.3 Risks specific to the Company

Loss of key clients or business by key clients

Rubik is exposed to the loss of key clients and/or a loss of business by its key clients, noting that the ten largest clients currently accounted for approximately 58% of Rubik's revenue. The loss of key clients to other software providers, through insourcing of services, or from closure of the relevant client's business, could adversely affect the business and its operating results.

Limited range of products and services

Rubik's products and services are mainly used by providers of financial services. The sale of Rubik's products and services are sensitive to and could be materially reduced due to factors beyond Rubik's control, such as a material downturn in financial markets, or regulatory changes impacting its clients.

Competition

The software and technology industry in which Rubik operates is characterised by rapid technological developments and competitive pressures means that it is susceptible to aggressive competitive behaviour. Increased competition could result in reduced prices for Rubik's products and services and loss of market share. There is also a risk that increased competition will lead to existing client contracts being terminated, or renewed on less favourable terms.

Failure to meet agreed service levels

Rubik has service level agreements in place with its clients. If the Company fails to deliver the agreed services in a timely manner, makes errors or breaches security of personal information held for its clients, then compensation may need to be paid to the impacted parties.

In mitigation of this risk, the Company has in place professional indemnity insurance. Accordingly, any claim against the Company is limited to one that either falls outside the scope of the cover or exceeds the limit of the policy.

Contractual risks

There is a risk that Rubik's business could be disrupted where there is a disagreement or dispute in relation to a term of a key contract. Should such a disagreement or dispute occur, this may have an adverse impact on the Company's operations and performance generally. It is not possible for the Company to predict or protect itself against all such risks.

The Company and/or its subsidiaries have entered into contracts with companies which are governed by the laws of different jurisdictions. Should a contractual dispute result in court action or should the Company be in a position to require the enforcement of the security interests it holds, the procedure in courts in overseas jurisdictions may be different than in Australia.

A number of Rubik's material contracts contain termination for convenience clauses and there is also risk that existing clients choose not to renew current contractual arrangements at the expiry of the current contract.

Any termination of contracts or failure to renew may materially impact the Company's financial performance. The Company currently mitigates some of these risks by negotiating minimum terms and/or termination charges for key contracts wherever possible.

Joint venture parties, contractors and agents

The Directors are unable to predict the risk of:

- financial failure or default by a participant in any joint venture to which the Company is or may become a party; or
- insolvency or other managerial failure by any of the contractors used by the Company in any of its activities.

Personnel

The success of a company that operates in an industry dominated by the development of intellectual property depends greatly on the recruitment and retention of quality staff. If Rubik is unable to attract and retain adequately skilled staff to meet its requirements, it could have a serious effect on Rubik's ability to meet the needs of its clients and compete effectively.

In particular, Rubik's business is complex and requires knowledge on the part of key staff of the detailed operations of different aspects of banking, mortgage broking and wealth management markets as well as knowledge of software and information technology. This combination is unusual and Rubik competes in the market for the recruitment and retention of key staff. There is a risk that the loss of key staff could impact the performance of aspects of Rubik's services and, ultimately, Rubik's financial performance.

Reliance on key management and staff

The responsibility of overseeing the day-to-day operations and the strategic management of the Company depends substantially on its senior management and its key personnel. There can be no assurance given that there will be no detrimental impact on the Company if one or more of these employees cease their employment. However, appropriate remuneration packages and associated benefits are offered to encourage key staff members to maintain employment with the Company.

Data sources

Rubik's products rely on Rubik's ability to provide reliable, up-to-date and informative data services including data sourced from providers of investment research. The accurate processing, maintenance and integrity of the data sources from which Rubik sources its information, and the nature of any contracts that relate to this information are material to the performance of Rubik's products. If Rubik cannot provide those data services for any reason, or if there is an error in the processing of such data, there could be an adverse impact on Rubik's financial position and performance as well as on its reputation in the market.

Global practice for much of the data sourced by Rubik is for the supplier to require an indemnity from Rubik for protection from any claims arising from errors, omissions, delays or similar in the data made available to Rubik. Rubik in turn requires indemnities from clients for these factors. There is a risk that the indemnities provided to Rubik are not a perfect match to the indemnities required by the data provider. Similarly there is a risk that the Rubik client defaults leaving Rubik with a net exposure to the data provider.

Connectivity

The ability to maintain robust infrastructure and high-speed connectivity between Rubik's infrastructure and its client's systems is a critical component of the business operations of its clients. Rubik provides connectivity to its SaaS software solutions as part of its offering to its clients, relying on the provision of network connectivity through hardware and fibre connections provided in some cases by third party network providers. Rubik seeks to exclude contractual liability for failures in connectivity, but a significant failure could have a material impact on Rubik's reputation as a vendor and therefore on its financial position.

Software, technology and system related risks

In some parts of its business, Rubik and its clients rely on the performance and availability of third party software. The ongoing performance of this software is important to the Company's service delivery to clients and therefore its ability to generate revenue. A cyber-attack or failure of either the software or the technology that underpins it could result in Rubik being unable to meet contractual and service level obligations, unauthorised system use, data integrity issues or data loss, integration issues with other systems and third parties and increased costs.

The Company seeks to mitigate the potential impact of technology failures or interruptions to its availability by having established business continuity and disaster recovery planning in place. However, there remains a risk that a system failure may result in a loss of an existing client and/or the ability to attract new clients.

Technology

The transfer of information to, and compatibility of, systems, is integral to Rubik's operations. Given the rate of change within the industries in which Rubik operates, it is pivotal to Rubik's performance that it can ensure systems meet and satisfy clients' requirements, via proprietary and third-party intellectual property and technology. If Rubik cannot keep abreast of technology changes and satisfy the requirements of its clients, there is a possibility that Rubik could lose clients, which would affect Rubik's financial position and performance.

Development process for new products and functionality

Certain products offered by the Company is in the development phase (eg new Temenos digital banking product), and its prospects must be considered in light of the risks, expenses, delays and other difficulties that are typically encountered by companies in the rapid stages of development.

Further, the Company is in the business of developing new products and intellectual property, which involves a high level of research and development. Such activities inherently carry risks that the research undertaken will not create future income streams, or that the market may change or move more slowly than expected causes risks to the business.

Product liability and uninsured risks

The Company is exposed to potential product liability risks which are inherent in the development, marketing and use of its products. The Company carries insurance to help manage such risks, however Rubik may not be able to maintain insurance for product or service liability on reasonable terms in the future and, in addition, the Company's insurance may not be sufficient to cover large claims, or the insurer could disclaim coverage on claims.

Although the Company endeavours to work to rigorous standards, there is still the potential for the products to contain defects which may result in system failures. These defects or

problems could result in the loss of or delay in generating revenue, loss of market share, failure to achieve market acceptance, diversion of development resources, injury to the Company's reputation or increased costs.

If the Company fails to meet its clients' expectations, the Company's reputation could suffer and it could be liable for damages.

Intellectual property rights

Securing intellectual property rights in respect of the Company's technologies is an integral part of securing potential product value in the outcomes of research and development. Competition in retaining and sustaining protection of intellectual property rights and the complex nature of intellectual property rights in respect of technologies can lead to expensive and lengthy disputes for which there can be no guaranteed outcome.

The Company's success depends, in part, on its ability to protect its intellectual property rights without infringing the proprietary rights of third parties. Because the intellectual property rights of technology companies can be highly uncertain and frequently involve complex legal and technological evaluation, neither the breadth of claims allowed, nor their enforceability can be predicted. There can be no assurance that any intellectual property rights the Company may own or control or license now and in the future will afford the Company commercially significant protection of its technologies, or that any of the projects that may arise from the technologies will have commercial applications.

Although the Company is not aware of any third party interests in relation to the intellectual property rights and has taken steps to protect and confirm them, there is always a risk of third parties claiming involvement in technological discoveries, and if any disputes arise, they could adversely affect the Company.

Although the Company has taken reasonable steps to protect its intellectual property rights, there can be no assurance that these measures have been, or will be sufficient.

Data protection

Rubik's systems process and store various information relating to the personal details of Rubik's clients and their clients. Any failure in the integrity of Rubik's information security processes which allows unauthorised access to or loss of personal data could have a material impact on Rubik's reputation and could result in Rubik incurring liability to its clients or customers of its clients.

Debtor risk

As with any customer based organisation, Rubik is exposed to receivables from clients and in Rubik's case particularly in the financial services and wealth management industries. Changes in market and/or regulatory conditions could result in some of those clients coming under financial distress and delaying or defaulting on payments due.

Creditor risk

Viburnum Fund has entered into a short-term loan arrangement with the Company under which Viburnum Fund has agreed to lend the Company \$2 million. Under the loan, interest is payable by the Company at 8% per annum on a monthly basis. The loan is repayable on or before the earlier of the completion of the Offer and 30 June 2016. If the Offer does not proceed and the Company is unable to agree an extension to the loan repayment date, this may risk the Company's solvency position going forward.

Litigation risk

The Company is subject to litigation risks. All industries, including the technology and software industry, are subject to legal claims, with and without merit. Defence and settlement costs of legal claims can be substantial, even with respect to claims that have no merit.

Due to the inherent uncertainty of the litigation process, the resolution of any particular legal proceeding to which the Company is or may become subject could have a material effect on its financial position, results of operations or the Company's activities.

Regulatory risk

The introduction of new legislation, or amendments to existing legislation by governments, developments in existing common law, or the respective interpretation of the legal requirements in any of the legal jurisdictions which govern Rubik's products, operations or contractual obligations, could impact adversely on the assets, operations and, ultimately, the financial performance of the Company and its Shares.

5.4 General Risks

Economic Risks

General economic conditions, movements in interest and inflation rates and currency exchange rates may have an adverse effect on the Company's activities, as well as on its ability to fund those activities.

Further, share market conditions may affect the value of the Company's quoted securities regardless of the Company's operating performance. Share market conditions are affected by many factors such as:

- general economic outlook;
- interest rates and inflation rates;
- currency fluctuations;
- changes in investor sentiment toward particular market sectors;
- the demand for, and supply of, capital; and
- terrorism or other hostilities.

Additional requirements for capital

The Company may require further financing. Any additional equity financing will dilute shareholdings, and debt financing, if available, may involve restrictions on financing and operating activities. If the Company is unable to obtain additional financing as needed, it may be required to reduce the scope of its operations. There is, however, no guarantee that the Company will be able to secure any additional funding or be able to secure funding on terms favourable to the Company.

Securities price fluctuation

The market price of a publicly traded stock is affected by many variables not directly related to the success of the Company. In recent years, the securities markets have experienced a high level of price and volume volatility, and the market price of securities of many companies, has experienced wide fluctuations which have not necessarily been related to the operating performance, underlying asset values or prospects of such companies. There can be no assurance that such fluctuations will not affect the price of the Company's securities.

Share market risk

The market price of the Company's Shares could fluctuate significantly. The market price of the Company's Shares may fluctuate based on a number of factors including the Company's operating performance and the performance of competitors and other similar companies, the public's reaction to the Company's press releases, other public announcements and the Company's filings with the various securities regulatory authorities, changes in earnings estimates or recommendations by research analysts who track the Company's Shares or the shares of other companies in the resource sector, changes in general economic conditions, the number of the Company's Shares publicly traded and the arrival or departure of key personnel, acquisitions, strategic alliances or joint ventures involving the Company or its competitors.

In addition, the market price of the Company's Shares are affected by many variables not directly related to the Company's success and are therefore not within the Company's control, including other developments that affect the market for all resource sector shares, the breadth of the public market for the Company's Shares, and the attractiveness of alternative investments.

5.5 Speculative nature of investment

The above list of risk factors ought not to be taken as exhaustive of the risks faced by the Company or by investors in the Company. The above factors, and others not specifically referred to above, may in the future materially affect the financial performance of the Company and the value of the New Shares offered under this Offer Document.

6 Underwriting Agreement

As noted at section 3.2, the Offer is fully underwritten by Viburnum on the terms and conditions of the Underwriting Agreement. Viburnum is the manager of Viburnum Fund, the Company's largest shareholder (19.01%).

Any New Shares (including Additional New Shares) not taken up by Eligible Shareholders may become available as Shortfall and will be dealt with in accordance with the Underwriting Agreement.

The Underwriting Agreement provides that, following consultation with the Company, Viburnum may at any time appoint sub-underwriters to sub-underwrite the Offer. Viburnum must pay all fees and commission due to sub-underwriters of the Offer and the appointment of any such sub-underwriters will not limit Viburnum's obligation to underwrite the Offer.

The Company understands that Viburnum has engaged a number of sub-underwriters to the Offer, none of whom (after allocating the Shortfall to various third parties) will be entitled to acquire a relevant interest in greater than 20% of the Shares on completion of the Offer.

LHC Capital is a substantial shareholder of Rubik. LHC Capital has agreed to sub-underwrite the Offer up to \$500,000 of any Shortfall. Regal Funds is also a substantial shareholder of Rubik and has agreed to sub-underwrite the Offer up to \$500,000 of any Shortfall. LHC Capital and Regal Funds will sub-underwrite the Offer between them on a pro-rata basis up to the dollar limit of their sub-underwriting commitments. In addition to LHC Capital and Regal Funds, Viburnum may procure additional sub-underwriters in accordance with the Underwriting Agreement.

Should the sub-underwriters to the Offer default in their obligations, Viburnum would be required to subscribe for the Shortfall Shares itself in accordance with the terms of the Underwriting Agreement. Refer to sections 3.2 and 3.5 for further detail.

The obligations of Viburnum under the Underwriting Agreement are subject to customary conditions precedent, including but not limited to:

- the dispatch, lodgement or release of various documents in connection with the Offer in accordance with the indicative timetable in section 2.2;
- Viburnum being satisfied, acting reasonably, with the Due Diligence Program, Due Diligence Results, the form of the Offer Materials and a legal opinion prepared in connection with the Offer; and
- Viburnum's receipt of the due diligence report prepared in connection with the Offer.

The failure to procure the satisfaction or waiver of any of these conditions precedent entitles Viburnum to terminate the Underwriting Agreement

Pursuant to the Underwriting Agreement, the Company has agreed to pay Viburnum an underwriting fee of \$101,182 (excluding GST) (being 2% of \$5,059,124 (being the value of the underwritten amount of \$5,294,838 less \$235,714 (being the amount lent under the Company's loan funded share arrangements referred to in section 3.4)) as consideration for Viburnum's underwriting obligation in accordance with the Underwriting Agreement. The Company has authorised the Underwriting Fee to be deducted from the payment for Shortfall Shares.

In addition, Rubik must pay, indemnify and keep indemnified Viburnum for all reasonable costs and expenses incurred by Viburnum in relation to the Offer, including but not limited to, disbursements (including legal fees), the reasonable costs of travel and accommodation, and the reasonable costs of marketing and promotion related to the Offer, provided the aggregate of these costs and expenses do not exceed \$10,000 (without the prior written consent of Rubik). Rubik has also given warranties and covenants, and a general indemnity, to Viburnum which are usual in an agreement of this nature.

Rubik has also agreed that until the date being 45 days after the liability of Viburnum under the Underwriting Agreement terminates no Relevant Company will, subject to certain exceptions, without Viburnum's prior written consent:

- alter its share capital or amend its constitution or any other constituent document, or
- take steps to pass a resolution under s260B of the Corporations Act, or charge, dispose or agree to charge or dispose of a substantial part of its business or property, or propose or activate a share buy-back scheme or arrangement or indicate that it might issue or grant an option to subscribe for any securities or securities convertible into Shares or other securities.

The Underwriting Agreement provides that Viburnum may terminate the Underwriting Agreement and its obligations thereunder at any time without cost or liability to Viburnum upon the occurrence of any one or more of the termination events including:

- (a) **(Indices fall)**: the All Ordinaries Index (XOA) is for a period of two (2) consecutive trading days after the date of the Underwriting Agreement, 15% or more below its respective level as at the close of business on the Business Day prior to the date of the Underwriting Agreement;
- (b) **(Offer Document)**: the Company does not dispatch the Offer Document to Eligible **Shareholders** in accordance with the Timetable or the Offer Document or the Offer is withdrawn by the Company;
- (c) **(Offer Materials)**: a statement contained in the Offer Materials is or becomes misleading or deceptive or likely to mislead or deceive, a statement or estimate contained in the Offer Materials which relates to a future matter is or becomes incapable of being met or, in the reasonable opinion of Viburnum, unlikely to be met in the **projected** timeframe or the Offer Materials omit any information they are

required to contain (having regard to the provisions of section 708AA of the Corporations Act and any other applicable requirements);

- (d) **(Lodgement of Cleansing Notice)**: the Company fails to lodge with the ASX the Cleansing Notice before 12:00pm on the day the Offer is announced;
- (e) **(Cleansing Notice)**: the Cleansing Notice is defective, or a supplementary statement is issued or is required to be issued under the Corporations Act (as **modified** by ASIC Corporations (Non-Traditional Rights Issues) Instrument 2016/84 (**CI 2016/84**));
- (f) **(new circumstance)**: an obligation arises on the Company to give ASX a notice in accordance with subsection 708AA(12) of the Corporations Act (as inserted by CI 2016/84), in relation to a matter that Viburnum reasonably considers to be adverse, or a new circumstance that Viburnum reasonably considers to be adverse, arises or becomes known which, if known at the time of issue of the Offer Materials and the Cleansing Notice would have been included in the Offer Materials or the Cleansing Notice;
- (g) **(proceedings)**: ASIC:
 - (i) holds, or gives notice of intention to hold, a hearing or investigation in relation to the Offer or the Offer Document under the Corporations Act or the *Australian Securities and Investments Commission Act 2001* (Cth), unless that hearing, or notice, is not made public and is terminated (in the case of a hearing) or withdrawn (in the case of a notice) by 8.00 am (AEST) on the Settlement Date; or
 - (ii) prosecutes or gives notice of an intention to prosecute, or commences proceedings or gives notice of an intention to commence proceedings against the Company or any of its officers, employees or agents in relation to the Offer or the Offer Document; or
- (h) **(Restriction on issues)**: the Company is prevented from issuing the Underwritten Shares within the time required by the Underwriting Agreement, the Corporations Act, the Listing Rules, any statute, regulation or order of a court of competent jurisdiction by ASIC, ASX or any court of competent jurisdiction or any governmental or semi-governmental agency or authority;
- (i) **(No Quotation Approval)**: the Company fails to lodge an Appendix 3B in relation to the Underwritten Shares with ASX by the time required by the Corporations Act, the Listing Rules or any other regulation;
- (j) **(ASIC application)**: an order is made under section 1324B of the Corporations Act in relation to the Offer Materials;
- (k) **(Takeovers Panel)**: the Australian Takeovers Panel makes a declaration that circumstances in relation to the affairs of the Company are unacceptable circumstances under Pt 6.10 of the Corporations Act, which in Viburnum's reasonable opinion has a Material Adverse Effect;
- (l) **(Authorisation)**: any authorisation which is material to anything referred to in the Offer Materials is repealed, revoked or terminated or expires, or is modified or amended in a manner unacceptable to Viburnum acting reasonably;
- (m) **(Indictable offence)**: a director of the Company is charged with an indictable offence; or

- (n) **(Termination Events):** subject always to the paragraph entitled “Material Adverse Effect Qualification” below, any of the following events occurs:
- (iii) **(Hostilities):** there is an outbreak of hostilities or a material escalation of hostilities (whether or not war has been declared) after the date of the Underwriting Agreement involving one or more of Australia, New Zealand, Indonesia, Japan, Russia, the United Kingdom, the United States of America, or the Peoples Republic of China or any member of the European Union other than hostilities involving Libya, Afghanistan, Iraq, Iran, Syria, Lebanon or Israel and the Underwriter believes (on reasonable grounds) that the outbreak or escalation is likely to result in the All Ordinaries Index (XOA) falling by the percentage contemplated by section 6(a) above;
 - (iv) **(Default):** default or breach by the Company under the Underwriting Agreement of any terms, condition, covenant or undertaking;
 - (v) **(Incorrect or untrue representation):** any representation, warranty or undertaking given by the Company in the Underwriting Agreement is or becomes untrue or incorrect in a material respect;
 - (vi) **(Contravention of constitution or Act):** a material contravention by a Relevant Company of any provision of its constitution, the Corporations Act, the Listing Rules or any other applicable legislation or any policy or requirement of ASIC or ASX;
 - (vii) **(Adverse change):** an event occurs which gives rise to a Material Adverse Effect or any adverse change or any development including a likely Material Adverse Effect after the date of the Underwriting Agreement in the assets, liabilities, financial position, trading results, profits, forecasts, losses, prospects, business or operations of any Relevant Company including, without limitation, if any forecast in the Offer Document becomes incapable of being met or in Viburnum’s reasonable opinion, unlikely to be met in the projected time;
 - (viii) **(Error in Due Diligence Results):** it transpires that any of the Due Diligence Results, or any part of the verification was, misleading or deceptive, materially false or that there was a material omission from them;
 - (ix) **(Public statements):** without the prior approval of Viburnum (such approval not to be reasonably withheld) a public statement is made by the Company in relation to the Offer or the Offer Document, other than a statement the Company is required to make in order to comply with its disclosure obligations under the Listing Rules and the Corporations Act;
 - (x) **(Misleading information):** any information supplied at any time by the Company or any person on its behalf to Viburnum in respect of any aspect of the Offer or the affairs of any Relevant Company is or becomes misleading or deceptive or likely to mislead or deceive;
 - (xi) **(Official Quotation qualified):** the official quotation is qualified or conditional other than as set out in the Underwriting Agreement;
 - (xii) **(Change in Act or policy):** there is introduced, or there is a public announcement of a proposal to introduce, into the Parliament of Australia or any of its States or Territories any Act or prospective Act or budget or the Reserve Bank of Australia or any Commonwealth or State authority adopts or announces a proposal to adopt any new, or any major change in, existing, monetary, taxation, exchange or fiscal policy that has not been

publicly disclosed or proposed as at the date of the Underwriting Agreement;

- (xiii) **(Prescribed Occurrence)**: a Prescribed Occurrence occurs other than as disclosed in the Offer Materials;
- (xiv) **(Suspension of debt payments)**: the Company suspends payment of its debts generally;
- (xv) **(Event of Insolvency)**: an Event of Insolvency occurs in respect of a Relevant Company;
- (xvi) **(Judgment against a Relevant Company)**: a judgment in an amount exceeding \$415,000 is obtained against a Relevant Company and is not set aside or satisfied within 7 days;
- (xvii) **(Litigation)**: litigation, arbitration, administrative or industrial proceedings are after the date of the Underwriting Agreement commenced against any Relevant Company other than as disclosed in the Offer Materials, to ASX or to Viburnum during the course of the Due Diligence Program;
- (xviii) **(Board and senior management composition)**: there is a change in the composition of the Board or a change in the senior management of the Company before the date of issue of the Underwritten Shares without the prior written consent of Viburnum (such consent not to be unreasonably withheld);
- (xix) **(Change in shareholdings)**: there is a material change in the major or controlling shareholdings of a Relevant Company (other than as a result of the Offer or a matter disclosed in the Offer Materials) or a takeover offer or scheme of arrangement pursuant to Chapter 5 or 6 of the Corporations Act is publicly announced in relation to a Relevant Company;
- (xx) **(Timetable)**: there is a delay in any specified date in the Timetable which is greater than five (5) Business Days;
- (xxi) **(Force Majeure)**: a Force Majeure affecting the Company's business or any obligation under the Underwriting Agreement lasting in excess of seven (7) days occurs;
- (xxii) **(Certain resolutions passed)**: a Relevant Company passes or takes any steps to pass a resolution under section 254N, section 257A or section 260B of the Corporations Act or a resolution to amend its constitution without the prior written consent of Viburnum;
- (xxiii) **(Capital Structure)**: any Relevant Company alters its capital structure in any manner not contemplated by the documents connected with the Offer excluding the issue of any Shares upon exercise of Options, such Options having been disclosed to the ASX as at the date of the Underwriting Agreement;
- (xxiv) **(Breach of Material Contracts)**: other than as disclosed during the course of Due Diligence Program, any material agreements of the Company as disclosed to ASX are terminated or substantially modified; or

- (xxv) **(Market Conditions):** a suspension or material limitation in trading generally on ASX occurs or any material adverse change or disruption occurs in the existing financial markets, political or economic conditions of Australia, Japan, the United Kingdom, the United States of America or other international financial markets.

Material Adverse Effect Qualification

The events listed in sections 6(c), 6(e), 6(f) and 6(n) above do not entitle Viburnum to exercise its rights of termination unless, in the reasonable opinion of Viburnum reached in good faith, it has or is likely to have, or those events together have, or could reasonably be expected to have, a Material Adverse Effect or could give rise to a liability of Viburnum under the Corporations Act.

7 Defined Terms

A\$ means Australian dollars, unless otherwise stated;

Additional New Shares means Shares in addition to an Eligible Shareholder's Entitlement for which an Applicant applies for pursuant to an Entitlement and Acceptance Form;

AEST means Australian Eastern Standard Time;

Applicant means a person who submits an Entitlement and Acceptance Form;

ASX means ASX Limited and, where the context permits, the Australian Securities Exchange operated by ASX Limited;

ASX Materials means the Cleansing Notice and any announcement or material accompanying it given to ASX by the Company in respect of the Offer;

ASX Settlement means ASX Settlement Pty Ltd ABN 49 008 504 532;

ASX Settlement Operating Rules means the operating rules of the settlement facility provided by ASX Settlement;

Board means the board of Directors from time to time;

Business Day means a day that is not a Saturday, Sunday or public holiday in New South Wales;

CHES means ASX Clearing House Electronic Subregistry System;

Cleansing Notice means a notice to be prepared by the Company in compliance with section 708AA(7) of the Corporations Act and lodged by the Company with ASX in accordance with CI 2016/84 and the timetable set out in paragraph 3 of Appendix 7A of the Listing Rules;

Closing Date means 5:00pm AEST on 3 May 2016;

Company means Rubik Financial Limited ACN 071 707 232;

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

Directors means the directors of the Company;

Due Diligence Program means the due diligence program implemented by the Company for the purpose of preparing the Offer Materials and ensuring that the Offer Materials comply with the Corporations Act, which program is outlined in the due diligence process outline prepared in connection with the Offer;

Due Diligence Results means the results of the investigations which make up the Due Diligence Program, as maintained by the Company including but not limited to any reports of a due diligence committee and all supporting reports, documents and work papers to which the Due Diligence Program relates;

Eligible Shareholder means Shareholders who are registered on the Company's register of members at 7:00pm (AEST) on the Record Date of 18 April 2016 with a registered address in Australia and New Zealand;

Entitlement means the entitlement of an Eligible Shareholder to apply for New Shares pursuant to the Entitlements Issue;

Entitlements Issue means the pro-rata non renounceable entitlements issue of New Shares in the Company on the basis of 1 New Share for every 7 Shares held on the Record Date, at an issue price of A\$0.10 per New Share, for the purpose of raising approximately A\$5,294,838 before costs;

Entitlement and Acceptance Form means the entitlement and acceptance form accompanying this Offer Document;

Event of Insolvency means:

- (a) a receiver, manager, receiver and manager, trustee, administrator, controller or similar officer is appointed in respect of a person or any asset of a person;
- (b) a liquidator or provisional liquidator is appointed in respect of a corporation;
- (c) any application (not being an application withdrawn or dismissed within 7 days) is made to a court for an order, or an order is made, or a meeting is convened, or a resolution is passed, for the purpose of:
 - (i) appointing a person referred to in paragraphs (a) or (b) above;
 - (ii) winding up a corporation, other than as part of an internal corporate restructure and as fairly disclosed to Viburnum prior to the date of the Underwriting Agreement; or
 - (iii) proposing or implementing a scheme of arrangement;
- (d) any event or conduct occurs which would enable a court to grant a petition, or an order is made, for the bankruptcy of an individual or his estate under any Insolvency Provision;
- (e) a moratorium of any debts of a person, or an official assignment, or a composition, or an arrangement (formal or informal) with a person's creditors, or any similar proceeding or arrangement by which the assets of a person are subjected conditionally or unconditionally to the control of that person's creditors or a trustee, is ordered, declared, or agreed to, or is applied for and the application is not withdrawn or dismissed within 7 days;
- (f) a person becomes, or admits in writing that it is, is declared to be, or is deemed under any applicable law to be, insolvent or unable to pay its debts; or
- (g) any writ of execution, garnishee order, mareva injunction or similar order, attachment, distress or other process is made, levied or issued against or in relation to any asset of a person;

Force Majeure means any act of God, war, revolution, or any other unlawful act against public order or authority, an industrial dispute, a governmental restraint, or any other material event which is not within the control of the parties;

Insolvency Provision means any law relating to insolvency, sequestration, liquidation or bankruptcy (including any law relating to the avoidance of conveyances in fraud of creditors or of preferences, and any law under which a liquidator or trustee in bankruptcy may set aside or avoid transactions), and any provision of any agreement, arrangement or scheme, formal or informal, relating to the administration of any of the assets of any person;

LHC Capital means LHC Capital Partners Pty Ltd ACN 163 162 561;

Listing Rules means the listing rules of ASX;

Material Adverse Effect means:

- (a) a material adverse effect on the outcome of the Offer or on the subsequent market for the Underwritten Shares (including, without limitation, a material adverse effect on a decision of an investor to invest in the Underwritten Shares); or
- (b) a material adverse effect on the condition, trading or financial position and performance, profits and losses, results, prospects, business or operations of the Company and its subsidiaries taken as a whole;

New Shares means the Shares in the Company being offered pursuant to this Offer Document;

Offer means the offer of New Shares under the Entitlements Issue;

Offer Document means this offer document for the Entitlements Issue;

Offer Materials means:

- (a) the Offer Document and any supplementary Offer Document; and
- (b) the ASX Materials,

including amendments or updates to any of the above documents;

Official List means the Official List of ASX;

Official Quotation means quotation of the Shares on the Official List;

Opening Date means 9:00am AEST on 21 April 2016;

Option means an option that has been granted by the Company over an unissued Share;

Prescribed Occurrence means:

- (a) a Relevant Company converting all or any of its shares into a larger or smaller number of shares;
- (b) a Relevant Company resolving to reduce its share capital in any way;
- (c) a Relevant Company:
 - (i) entering into a buy-back agreement; or
 - (ii) resolving to approve the terms of a buy-back agreement under section 257D or 257E of the Corporations Act;
- (d) a Relevant Company making an issue of, or granting an option to subscribe for, any of its shares or any other securities, or agreeing to make such an issue or grant such an option (other than pursuant to the Offer or on conversion of convertible securities on issue as at the date of the Underwriting Agreement or as previously notified to Viburnum prior to the date of the Underwriting Agreement);
- (e) a Relevant Company issuing, or agreeing to issue, convertible notes;
- (f) a Relevant Company disposing, or agreeing to dispose, of the whole, or a substantial part, of its business or property, other than to another Relevant Company and as fairly disclosed to Viburnum prior to the date of the Underwriting Agreement;

- (g) a Relevant Company charging, or agreeing to charge, the whole, or a substantial part, of its business or property other than as fairly disclosed to Viburnum prior to the date of the Underwriting Agreement;
- (h) a Relevant Company resolving that it be wound up, other than as part of an internal corporate restructure and other than as fairly disclosed to Viburnum prior to the date of the Underwriting Agreement;
- (i) the appointment of a liquidator or provisional liquidator of a Relevant Company;
- (j) the making of an order by a court for the winding up of a Relevant Company;
- (k) an administrator of a Relevant Company, being appointed under section 436A, 436B or 436C of the Corporations Act;
- (l) a Relevant Company executing a deed of company arrangement; or
- (m) the appointment of a receiver, or a receiver and manager, in relation to the whole, or a substantial part, of the property of a Relevant Company;

Record Date means 7:00pm AEST on 18 April 2016;

Regal Funds means Regal Funds Management Pty Ltd ACN 107 576 821;

Relevant Company means the Company and each company which is at the date of the Underwriting Agreement, or before the issue of all Underwritten Shares becomes, a subsidiary of the Company as that term is defined in the Corporations Act;

Rubik means Rubik Financial Limited ACN 071 707 232;

Settlement Date means the settlement date in the Timetable, or such other date as the Company and Viburnum agree;

Share means an ordinary fully paid share in the capital of the Company;

Share Registry means Computershare Registry Services Pty Limited ACN 078 279 277;

Shareholder means a holder of Shares;

Shortfall means the New Shares not applied for by Eligible Shareholders;

Timetable means the timetable set out in the Underwriting Agreement (and consistent with the timetable set out in section 2.2), or as amended by ASX or varied as the parties agree in writing;

Underwriting Agreement means the underwriting agreement between the Company and Viburnum dated on or about the date of this Offer Document;

Underwritten Shares means 52,948,384 New Shares;

Viburnum means Viburnum Funds Pty Ltd ACN 126 348 990;

Viburnum Entities means Viburnum and Viburnum Fund together; and

Viburnum Fund means Viburnum Funds Pty Ltd ATF VF Strategic Equities Fund.

Corporate Directory

<p>Directors</p> <p>Mr Craig Evan Coleman (Non-executive Chairman)</p> <p>Mr Andrew Graeme Moffatt (Non-executive Director)</p> <p>Mr John Clark Wilson (Non-executive Director)</p> <p>Secretary</p> <p>Mr Darius Paul Coveney</p>	<p>Registered Office</p> <p>Level 10 85 Castlereagh Street Sydney NSW 2000</p>
<p>Principal place of business</p> <p>Level 10 85 Castlereagh Street Sydney NSW 2000</p> <p>Telephone: +61 2 9488 4000</p>	<p>Share Registry</p> <p>Computershare Registry Services Pty Ltd Level 11, 172 St George's Terrace PERTH WA 6000</p> <p>Telephone: +61 8 9323 2000</p>
<p>Auditor</p> <p>KPMG 10 Shelley Street Sydney NSW 2000</p>	<p>Solicitors</p> <p>Gilbert + Tobin 2 Park Street Sydney NSW 2000</p>
<p>Bankers</p> <p>Westpac Banking Corporation 109 St Georges Terrace Perth WA 6000</p>	<p>Stock exchange listing</p> <p>Rubik Financial Limited shares are listed on the Australian Securities Exchange (ASX code: RFL)</p>
<p>Website</p> <p>www.rubik.com.au</p>	