

Form 604
Corporations Act 2001
Section 671B

Notice of change of interests of substantial holder

To: Company Name/Scheme **Wiseway Group Limited**

ACN/ARSN **624 909 682**

1. Details of substantial holder (1)

Name **Roger Shigang Tong**

ACN (if applicable) **N/A**

There was a change in the interests of the substantial holder on : **27 August 2019**

The previous notice was given to the company on **1 November 2018**

The previous notice was dated **1 November 2018**

2. Previous and present voting power

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

Class of Securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Fully paid ordinary shares	31,089,175	25.7%	26,796,089	19.25%

3. Changes in relevant interests

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

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
3 June 2019	Roger Shigang Tong	On market purchase	\$96,300.27	480,257 fully paid ordinary shares	Votes increased by 480,257
26 August 2019	Roger Shigang Tong	Sale of shares under the Share Purchase and Subscription Agreement attached in the Annexure 1	\$1,193,335.75	4,773,343 fully paid ordinary shares	Votes decreased by 4,773,343

4. Present relevant interests

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

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
Roger Shigang Tong	Roger Shigang Tong	Roger Shigang Tong	Relevant interest under section	26,796,089 fully paid	26,796,089

			608(1)(a) of the Corporations Act 2001 (Cth) (Act) as registered holder of shares	ordinary shares	
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5. Changes in association

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

Name and ACN (if applicable)	Nature of association
Nil	Nil

6. Addresses

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

Name	Address
Roger Shigang Tong	25 Foord Avenue, Hurlstone Park NSW 2193

Signature

print name Roger Shigang Tong

capacity Registered Holder

date 28 August 2019

sign here

Directions

- If there are a number of substantial shareholders with similar or related relevant interests (eg, a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members, is clearly set out in paragraph 6 of the form.
- See the definition of "associate" in section 9 of the Corporations Act 2001.
- See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- The voting shares of a company constitute one class unless divided into separate classes.
- The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- Include details of:
 - any relevant agreement or other circumstances by which the change in relevant interest occurred. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.

- Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

8. If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown".
9. Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

This is Annexure 1 of 32 pages referred to in ASIC Form 604 (Notice of change of interests of substantial holder) lodged by Wiseway Group Limited ACN 624 909 682.

Signed:

Florence Yanli Tong

Managing Director and Company Secretary

Dated: 28 August 2019

Share Purchase and Subscription Agreement

Roger Shigang Tong

Florence Yanli Tong

AZ Global Co., Limited

Wiseway Group Limited

Title **Share Purchase and Subscription Agreement**

Date 27 August 2019

Parties **AZ Global Co., Limited** (company registration number: 2811401) of Unit 12,
14/F, Lippo Sun Plaza, 28 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong
(**Purchaser**)

Roger Shigang Tong of [REDACTED] (**Roger**)

Florence Yanli Tong of [REDACTED]
(**Florence**)

Roger and Florence together are the **Vendors**

Wiseway Group Limited (ABN 26 624 909 682) of 39-43 Warren Avenue,
Bankstown NSW 2200 (**Company**)

Recitals

- A The Vendors are the legal and beneficial owners of the Sale Shares.
- B The Vendors agree to sell and the Purchaser agrees to purchase the Sale Shares on the terms of this Agreement.
- C The Company agrees to issue to the Purchaser, and the Purchaser has agreed to subscribe for, the Subscription Shares for the Subscription Amount and otherwise on the terms of this Agreement.

Operative provisions

1. Definitions and Interpretation

Definitions

- 1.1 In this Agreement, unless the context otherwise requires:

Agreement means this share purchase and subscription agreement.

Applicable Laws means the Constitution, the Corporations Act, the Listing Rules, the ASX Settlement Operating Rules, any regulatory guides published by ASIC and all other applicable laws and regulations in any jurisdiction.

ASX means ASX Limited or the securities exchange operated by it.

ASX Listing Rules means the Listing Rules of the ASX, as amended from time to time.

Balance Escrow Period means the period from the Completion Date to the last day of the escrow period set out in the Vendors' Escrow Deeds, or such other period agreed in writing between the Company and the Purchaser.

Board means the board of directors of the Company.

Business Day means a day that is not a Saturday, Sunday or public holiday or bank holiday in Sydney.

Company Warranties means warranties set out in clauses 4.11 to 4.20.

Completion means completion of the sale and purchase of the Sale Shares in accordance with clause 5.

Completion Date means 27 August 2019, or such other date as the parties agree in writing.

Constitution means the constitution of the Company, as amended or replaced from time to time.

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

Encumbrance means any security for the payment of money or performance of obligations, including any legal or equitable mortgage or charge (whether fixed, floating, or both), lien, pledge, covenant, retention of title or other encumbrance in respect of property, other than a possession lien arising by operation of law.

Holder means each of the Vendors and the Purchaser.

Other Holder means:

- (a) in respect of the Purchaser, each Vendor; and
- (b) in respect of each Vendor, the Purchaser.

Indemnified Losses means, in relation to any fact, matter or circumstance, all losses, costs, damages, expenses and other liabilities arising out of or in connection with that fact, matter or circumstance, including all reasonable legal and other professional expenses on a solicitor-client basis incurred in connection with investigating, disputing, defending or settling any claim, action, demand or proceeding relating to that fact, matter or circumstance (including any claim, action, demand or proceeding based on the terms of this agreement), but excluding indirect or consequential losses, loss of profit, loss of reputation or loss of opportunity.

Purchase Price means the sum of \$2,386,671.50, the total consideration to be paid for the Sale Shares (being \$0.25 per Sale Share).

Purchaser Warranties means the warranties set out in clauses 4.1 to 4.5.

Related Party has the meaning given to it in the ASX Listing Rules.

Sale Shares means:

- (c) in the case of Roger, 4,773,343 fully paid ordinary shares in the Company; and
- (a) in the case of Florence, 4,773,343 fully paid ordinary shares in the Company amounting to 7.885% of the Company's issued share capital as at the date of this Agreement.

Subscription Amount means the sum of \$4,540,275.11, being the total consideration to be paid for the Subscription Shares (being \$0.25 per Subscription Share).

Subscription Shares means 18,161,100 fully paid ordinary shares in the Company.

Vendors' Escrow Deeds means the voluntary escrow deeds between the Company and the Vendors dated 25 September 2018.

Voluntary Escrow Deed means the deed to be entered into by the Purchaser with respect to the escrow of the Sale Shares for the Balance Escrow Period in the form set out in Schedule 1.

Interpretation

1.2 In this Agreement, unless the context otherwise requires:

- (a) a reference to:
 - (i) the singular includes the plural and vice versa;
 - (ii) parties means the parties to this Agreement and to a party means a party to this Agreement;
 - (iii) a law:
 - (A) includes a reference to any constitutional provision, subordinate legislation, treaty, decree, convention, statute, regulation, rule, ordinance, proclamation, by-law, judgment, rule of common law or equity or rule of any applicable stock exchange;
 - (B) is a reference to that law as amended, consolidated, supplemented or replaced; and
 - (C) is a reference to any regulation, rule, ordinance, proclamation, by-law or judgment made under that law;
 - (iv) to time is a reference to Melbourne time;
- (b) headings are for convenience only and are ignored in interpreting this Agreement;
- (c) the word "including" or "includes" means "including but not limited to" or "including without limitation"; and
- (d) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (e) the phrase "immediately available funds" means cleared funds which are immediately available upon receipt, free of any set-off;
- (f) a reference to a document also includes any variation, replacement or novation of it;
- (g) a reference to dollars, \$ or A\$ is a reference to the currency of Australia;
- (h) a reference to any thing (including an amount) is a reference to the whole and each part of it; and
- (i) if a party must do something under this document on or by a given day and it is done after 5.00pm on that day, it is taken to be done on the next day.

2. Share Sale and Purchase

- 2.1 The Vendors agree to transfer all the Sale Shares to the Purchaser, free of Encumbrances in consideration of the payment of the Purchase Price.
- 2.2 In consideration for the transfer of the Sale Shares from the Vendors in accordance with clause 2.1, the Purchaser agrees to pay the Purchase Price to the Vendors by way of direct

transfer of immediately available funds to the following bank account nominated by the Vendors:

Bank: Westpac
Account Name: ROGER TONG & FLORENCE TONG
BSB: [REDACTED]
Account Number: [REDACTED]

or in such other manner agreed in writing between the Vendor and the Purchaser.

- 2.3 The Vendors acknowledge and agree that the Purchaser's obligation to pay the Purchase Price to the Vendors under this Agreement shall be fully and finally discharged on transfer of immediately available funds to the bank account designated by the Vendors under clause 2.2. The Purchaser shall have no further liability in respect of such payment and are not required to see to, or be liable for, the distribution of the Purchase Price between the Vendors.

3. Subscription for and issue of Subscription Shares

- 3.1 Subject to the terms of this Agreement, the Company agrees to issue and allot, and the Purchaser agrees to subscribe for, the Subscription Shares:
- (a) for the Subscription Amount;
 - (b) on the Completion Date; and
 - (c) free of Encumbrances.
- 3.2 The Purchaser must pay the Purchase price to the Company in immediately available fund by electronic funds transfer to the following bank account nominated by the Company:

Bank: Westpac
Account Name: Wiseway Logistics
BSB: [REDACTED]
Account Number: [REDACTED]

or in such other manner agreed in writing between the Company and the Purchaser.

4. Warranties and undertaking

Purchaser's Warranties

- 4.1 The Purchaser has full power and authority to enter into and perform this Agreement.
- 4.2 The Purchaser enters into and performs this Agreement on its own account and not as trustee for, or nominee of, any other person.
- 4.3 The Purchaser is a sophisticated investor within the meaning of subsection 708(8) of the Corporations Act.
- 4.4 The Purchaser is not, and will not be, including by virtue of the transactions contemplated by this Agreement, a Related Party of the Company;

- 4.5 This Agreement constitutes valid, binding and enforceable obligations of the Purchaser in accordance with its terms, subject to any principles of equity or insolvency law and necessary stamping.

Vendors' Warranties

- 4.6 Each Vendor has full power and authority to enter into and perform this Agreement.
- 4.7 The Vendors are the legal and beneficial owners of, and are entitled to transfer their respective Sale Shares set out against their names in the **Definitions**, free of all Encumbrances.
- 4.8 This Agreement constitutes valid, binding and enforceable obligations of each Vendor in accordance with its terms, subject to any principles of equity or insolvency law and necessary stamping.
- 4.9 Any third party consent required to permit the transfer of the Sale Shares to the Purchaser has been obtained.
- 4.10 Each Vendor is not aware of any inside information in respect of the Company within the meaning of section 1042A of the Corporations Act other than the fact and terms of this Agreement.

Company's Warranties

- 4.11 The Company has full power and authority to enter into and perform this Agreement.
- 4.12 Upon issue, the Subscription Shares will be fully paid, validly issued and free of all Encumbrances or any competing rights, including pre-emptive rights or rights of first refusal (whether under the Constitution or otherwise), and will rank equally with all other ordinary shares then on issue.
- 4.13 Company taking the steps set out in clause 6.1 and the ASX granting quotation of the Subscription Shares, the Subscription Shares will be quoted on the ASX.
- 4.14 Provided that the Purchaser is not a:
- (a) Related Party; or
 - (b) a person whose relationship with the Company or a Related Party is, in ASX's opinion, such that the Company be required to seek approval of its shareholders for the issue of the Subscription Shares to the Purchaser,
- the Company has sufficient capacity to issue the Subscription Shares to the Purchaser without shareholder approval under ASX Listing Rule 7.1 and/or ASX Listing Rule 7.1A, and the offer and issue and quotation by ASX of the Subscription Shares complies with the Corporations Act and the ASX Listing Rules.
- 4.15 This Agreement constitutes valid, binding and enforceable obligations of the Company in accordance with its terms, subject to any principles of equity or insolvency law and necessary stamping.
- 4.16 This Agreement and the offer and issue of the Subscription Shares do not conflict with or result in a breach of any obligation (including any statutory, contractual or fiduciary obligation) or constitute or result in any default under any provision of the Constitution or any material provision of any agreement, deed, writ, order, injunction, judgment, law, rule or regulation to which the Company is a party or is subject or by which it is bound.

- 4.17 The business and affairs of the Company have at all times been and continue to be conducted in accordance with the Applicable Laws.
- 4.18 The Company has been admitted to and is listed on the official list of the ASX, and has not been removed from the official list of the ASX and no removal from the official list of the ASX has been threatened by the ASX.
- 4.19 Following compliance by the Company with clause 6.1(b), an offer of the Subscription Shares for sale (or an assignment of a right in respect of an interest in the Subscription Shares) may be made without a disclosure document.
- 4.20 The Company has obtained all consents necessary to enable it to issue the Subscription Shares.

Survival and repetition of representations and warranties

- 4.21 Other than clause 4.10, the representations and warranties given in this clause 4:
- (d) do not merge on Completion; and
 - (e) are regarded as repeated at Completion in relation to the facts and circumstances then subsisting.

Inducement

- 4.22 The Company acknowledges that it has made and given the Company Warranties with the intention of inducing the Purchaser to enter into the transaction contemplated in clause 3 and the Purchaser has entered into the transaction contemplated in clause 3 in reliance on these warranties.

General indemnity

- 4.23 The Company indemnifies the Purchaser against all Indemnified Losses incurred by the Purchaser as a consequence of:
- (a) any matter or thing being found to be in breach of or inconsistent with the Company Warranties; or
 - (b) this Agreement being terminated under clauses 7.1 or 7.2, to the extent these Indemnified Losses are not covered by the repayment of the Subscription Amount and the Purchase Price pursuant to clauses 7.3(2) and (4).
- 4.24 The Purchaser indemnifies the Company against all Indemnified Losses incurred by the Company as a consequence of any matter or thing being found to be in breach of or inconsistent with the Purchaser Warranties.

Undertaking

- 4.25 The Company undertakes to only apply the Subscription Amount for the purpose of acquiring:
- (a) assets in respect of retail businesses; or
 - (b) assets or businesses in respect of cold chain management for the preservation and transportation of perishable foods.

5. Completion

Timing and location

- 5.1 Completion will take place at 5:00 pm on the Completion Date at the offices of the Company or at such other time, date and location (including electronically) as agreed between the parties.

Obligations of the Vendors on Completion

- 5.2 At or before Completion, the Vendors must deliver to the Purchaser transfers of the Sale Shares, duly executed by the Vendors, in favour of the Purchaser.
- 5.3 On or before Completion the Vendors must use all reasonable endeavours to ensure the Board passes the resolutions described in clause 5.5(b).

Obligations of the Purchaser on Completion

- 5.4 On Completion, the Purchaser must:
- (a) pay the Purchase Price to the Vendors in accordance with clause 2.2;
 - (b) pay the Subscription Amount to the Company in accordance with clause 3.2;
 - (c) execute the Voluntary Escrow Deed and deliver two executed counterparts to the Company; and
 - (d) perform any obligations required under the Voluntary Escrow Deed or reasonably requested by the Company to ensure that the Sale Shares are subject to holding lock applied by the Company or its share registry.

Obligations of the Company on Completion

- 5.5 On or before Completion, the Company must:
- (a) execute the Voluntary Escrow Deed and deliver two executed counterparts to the Purchaser;
 - (b) ensure that the Board holds a meeting at which the directors resolve, subject to Completion occurring, to:
 - (i) allot and issue the Subscription Shares to the Purchaser in consideration of the Subscription Amount;
 - (ii) apply for the quotation of the Subscription Shares by ASX;
 - (iii) notify ASX in accordance with clause 6.1;
 - (iv) approve the registration of the transfer of the Sale Shares to the Purchaser with effect on and from Completion; and
 - (v) instruct its share registry to record the Purchaser as the holder of the Subscription Shares and Sale Shares, to be recorded on the Company's issuer-sponsored sub-register,and deliver to the Purchaser a copy of the minutes of the meeting or the Board resolution.

- (c) Instruct its share registry to:
 - (i) issue and allot the Subscription Shares to the Purchaser;
 - (ii) record the Purchaser as the registered holder of the Sale Shares; and
 - (iii) deliver a holding statement(s) to the Purchaser for the Subscription Shares and the Sale Shares in accordance with the Applicable Laws,
 and provide written evidence to the reasonable satisfaction of the Purchaser of these instructions;
- (d) release or waive the Vendors' obligations in respect of the Sale Shares under the Vendors Escrow Deeds, or otherwise consent to the transfer of the Sale Shares to the Purchaser, to the full extent required to permit the Vendors to comply with their respective obligations under this clause 5; and
- (e) do all such other things and take all such other steps as are necessary (including, without limitation, procuring the removal of any Holding Lock (as that term is defined in the Vendor Escrow Deeds) to the extent required), to ensure that the Sale Shares are able to be transferred to the Purchaser in accordance with this clause 5.

Simultaneous actions at Completion

- 5.6 Unless otherwise agreed in writing by the Vendors and the Purchaser:
- (a) all actions to be taken by the Vendors, the Purchaser and the Company on Completion are inter-dependant and will be deemed to take place simultaneously; and
 - (b) no delivery or payment will be deemed to have been made until all deliveries and payments due to be made on Completion under this Agreement have been made or waived.

Non compliance

- 5.7 If the Purchaser does not comply with any provision of this clause 5 on the proposed Completion Date, the Vendors may at its option:
- (a) defer Completion for up to 28 days after the proposed Completion Date (in which case the provisions of this clause 5.7 will apply to the deferred Completion);
 - (b) proceed to Completion so far as is practical without affecting their rights under this Agreement; or
 - (c) terminate this Agreement by notice from the Vendors to the Purchaser.

Application for Subscription Shares

- 5.8 The entry into this Agreement by the Purchaser serves as an application by the Purchaser to subscribe for the Subscription Shares on the terms set out in this Agreement and it will not be necessary for the Purchaser to provide a separate application form to the Company for the Subscription Shares, unless requested by the Company in writing to do so.

Purchaser acknowledgements and covenants

- 5.9 By entering in this Agreement, the Purchaser acknowledges that:

- (a) on the basis that the Company Warranties being true, correct and not misleading, no prospectus or other disclosure document has been prepared in connection with the issue of the Subscription Shares or the sale and transfer of the Sale Shares;
 - (b) it is aware that publicly available information about the Company can be obtained from ASX;
 - (c) it has had access to such financial and other information (which is publicly available) concerning the Company, the Subscription Shares and the Sale Shares as it has deemed necessary or appropriate to make its own independent and informed decision to purchase the Subscription Shares and Sale Shares;
 - (d) the offer to subscribe for Subscription Shares or purchase Sale Shares, and related discussions, does not constitute a securities recommendation and the Company and any person acting on its behalf has not had regard to the Purchaser's particular objectives, financial situation and needs; and
 - (e) an investment in shares in the Company involves a degree of risk and it has considered the risks associated with the Subscription Shares and Sale Shares in deciding whether to purchase any such shares.
- 5.10 On and from Completion, the Purchaser agrees to become a member of the Company and to be bound by the Constitution in respect of the Sale Shares and the Subscription Shares.
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6. Post-Completion obligations

6.1 As soon as is reasonably practicable following Completion, the Company must:

- (a) procure that its share registry:
 - (i) records the Purchaser as the registered holder of the Sale Shares and Subscription Shares on the Company's issuer-sponsored subregister in accordance with the Applicable Laws;
 - (ii) applies a holding lock to the Sale Shares preventing the transfer of those shares for the Balance Escrow Period in accordance with the terms of the Voluntary Escrow Deed; and
 - (iii) issues a holding statement to the Purchaser for the Subscription Shares; and
- (b) notify ASX, as soon as practicable after the Completion taking place and on the Completion Date:
 - (i) that the Subscription Shares were issued without disclosure to the Purchaser under Part 6D.2 of the Corporations Act;
 - (ii) that the notification is being given under subsection 708A(5)(e) of the Corporations Act;
 - (iii) that, as at the date of the notice, the Company has complied with:
 - (A) the provisions of Chapter 2M of the Corporations Act as it applies to the Company; and
 - (B) section 674 of the Corporations Act; and

- (iv) of any "excluded information" (as that term is defined in subsections 708A(7) and (8) of the Corporations Act) as at the date of the notice; and
 - (c) apply for and use its best endeavours (including doing everything ASX reasonably requires) to obtain quotation by ASX of the Subscription Shares.
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7. Termination

- 7.1 If the Company is unable to issue or obtain quotation of the Subscription Shares within 20 Business Days of Completion, each of the Purchaser or the Company may give a notice of termination to the other party.
- 7.2 If the Company is requested or directed by ASX to seek shareholder approval in connection with the transfer of the issue of the Subscription Shares (whether under ASX Listing Rule 10.11 or otherwise), each of the Purchaser or the Company may, within 20 Business Days of receipt of the notice from ASX by the Company, give a notice of termination to the other party. The Company must keep the Purchaser informed in respect of a request or direction given by ASX which is contemplated in this clause.
- 7.3 If a party gives a notice under clauses 7.1 or 7.2:
 - (a) the obligations of the Purchaser and the Company under this Agreement concerning the subscription for, issue or quotation of the Subscription Shares, payment of the Subscription Amount, entry into the Voluntary Escrow Deed or any obligation to ensure the Subscription Shares are subject to escrow or other ancillary obligations (but in each case only to the extent such obligations apply to the Subscription Shares) cease to be effective without any liability to the other parties in respect of the foregoing obligations only;
 - (b) the obligations of the Purchaser and the Vendors under this Agreement concerning the sale and purchase of the Sale Shares, payment of the Purchase Price, entry into the Voluntary Escrow Deed or any obligation to ensure the Sale Shares are subject to escrow or other ancillary obligations (but in each case only to the extent such obligations apply to the Sale Shares) cease to be effective without any liability to the other parties in respect of the foregoing obligations only;
 - (c) each of the Purchaser, the Company and the Vendors (as applicable) must, as soon as practicable and in any event within 10 Business Days following receipt of the notice:
 - (i) take all steps required to unwind the transactions undertaken pursuant to the obligations described in clauses 7.3(a) and 7.3(b), including:
 - (1) the Company using its best endeavours to carry out a buy-back of the Subscription Shares in accordance with the Applicable Laws if the Subscription Shares have been issued to the Purchaser but were unable to be quoted on ASX;
 - (2) the repayment of the Subscription Amount by the Company by transferring the Subscription Amount to a bank account nominated by the Purchaser;
 - (3) the Purchaser delivering to the Company the transfers of the Sale Shares executed by the Purchaser in favour of the relevant Vendors (against the relevant Vendors' names in the **Definitions**); and

- (4) the repayment of the Purchase Price by the Vendors by transferring the Purchase Price to a bank account nominated by the Purchaser; and
- (ii) enter into a termination deed in a form satisfactory to each party (acting reasonably) terminating the Voluntary Escrow Deed with the Purchaser being fully released from the relevant obligations; and
- (d) the Company will not be liable to pay any interest or additional sum on the Subscription Amount or the Purchase price.

8. Notice

How and where Notices may be sent

- 8.1 A notice or other communication under this Agreement (Notice) must be in writing and delivered by hand or sent by email, pre-paid post or fax to a party at the email address, address or the fax number for that party set out below or as otherwise specified by a party by Notice:

Purchaser AZ Global Co., Limited

Address [REDACTED]

Attention [REDACTED]

Phone [REDACTED]

Email [REDACTED]

Company Wiseway Group Limited

Address [REDACTED]

Attention [REDACTED]

Telephone [REDACTED]

Email [REDACTED]

Roger Roger Shigang Tong

Address [REDACTED]

Attention [REDACTED]

Mobile [REDACTED] 888

Email [REDACTED]

Florence Florence Yanli Tong

Address [REDACTED]

Attention [REDACTED]

Mobile [REDACTED]

Email**8.2 When Notices are taken to have been given and received**

- (d) A Notice sent by post is regarded as given and received on the second Business Day following the date of postage.
- (e) A fax is regarded as given and received on production of a transmission report by the machine from which the fax was sent that indicates that the fax was sent in its entirety to the recipient's fax number, unless the recipient informs the sender that the Notice is illegible or incomplete within 4 hours of it being transmitted.
- (f) An email is regarded as given and received upon the earlier of:
 - (i) the time that the sender receives an automated message from the intended recipient's information system confirming delivery of the email;
 - (ii) the time that the email is first opened or read by the intended recipient (or an employee or officer of the intended recipient); and
 - (iii) four hours after the time the email is sent (as recorded on the device from which the sender sent the email), unless the sender receives, within that four-hour period, an automated message that the email has not been delivered to the recipient.
- (g) A Notice delivered or received other than on a Business Day or after 4.00pm (recipient's time) is regarded as received at 9.00am on the following Business Day and a Notice delivered or received before 9.00am (recipient's time) is regarded as received at 9.00am.

9. General**No agreement, arrangement or understanding**

9.1 The Holders and the Company each agree and acknowledge that:

- (a) the Purchaser is not a Related Party of the Company or each Vendor;
- (b) other than in respect of the Sale Shares, nothing in this Agreement restricts each Holder's right to dispose of any Shares or requires each Holder to vote any Shares which it may hold in any particular way or otherwise gives a Holder a relevant interest in Shares held by the Other Holder; and
- (c) there is no agreement, arrangement or understanding between the Purchaser and the Vendors pertaining to the control or influence of the board of the Company or in relation to the affairs of the Company more generally and the Purchaser and the Vendors are not otherwise acting in concert in relation to the affairs of the Company.

Confidentiality and public announcements

9.2 Each party and their representatives must hold this Agreement and any information provided in connection with it or the transaction contemplated in this Agreement in strict confidence and must not, except as permitted by this clause or with the other parties' prior written consent, disclose, or make any public announcement in relation to, the terms of this document or any discussions or negotiations in connection with it or the transaction contemplated in this

Agreement to any third party, unless the party making the disclosure is required to do so by any law, stock exchange or regulatory authority.

9.3 The parties acknowledge and agree that each of them may make:

- (d) a public filing required to be made under Part 6C.1 of the Corporations Act (it being acknowledged that a copy of this document will need to be accompany such filing); and
- (e) any other announcement agreed between the parties.

Amendment

9.4 This Agreement may be amended only by a document signed by all parties.

Counterparts

9.5 This Agreement may be signed in counterparts and all counterparts taken together constitute one document.

Further assurances

9.6 Each party must, at its own expense, whenever requested by another party, promptly do or arrange for others to do everything reasonably necessary to give full effect to this Agreement and the transactions contemplated by this Agreement.

Entire agreement

9.7 This Agreement is the entire agreement of the parties about the subject matter of this Agreement.

Jurisdiction

9.8 Each party irrevocably and unconditionally:

- (a) submits to the non-exclusive jurisdiction of the courts of New South Wales; and
- (b) waives any claim or objection based on absence of jurisdiction or inconvenient forum.

Governing Law

9.9 This Agreement is governed by the laws of New South Wales.

Schedule 1

Voluntary Escrow Deed

Voluntary Escrow Deed

Wiseway Group Limited

The party named in Item 1 of the Schedule

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Title **Voluntary Escrow Deed**

Date 27 August 2019

Parties **Wiseway Group Limited** (ACN 624 909 682) of 39-43 Warren Ave,
Bankstown, NSW 2200 (**Entity**)

The party described in Item 1 of the Schedule (**Holder**)

Recital

- A The Holder agrees to the restrictions contained in this Deed in respect of the Restricted Securities and to the other provisions of this Deed to have effect from the Completion Date.

Operative provisions

1. Definitions and interpretation

Definitions

- 1.1 In this Deed, unless the context requires otherwise:

ASX means ASX Limited (ACN 008 624 691).

ASX Settlement means the ASX Settlement Pty Limited (ABN 49 008 504 532).

ASX Settlement Operating Rules means the settlement rules of ASX Settlement.

Business Day means a day that is not a Saturday, Sunday or a public holiday or bank holiday in Sydney.

Completion Date means the date when the Holder is recorded in the Entity's shareholders' register as the owner of the Restricted Securities.

Controlled Entity means any company or other entity under the full and effective control of the Holder.

Conversion has the meaning given in section 2 of the ASX Settlement Operating Rules.

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

Dispose means dispose directly or through another person by any means, including:

- (a) granting or exercising an option;
- (b) using as collateral; and
- (c) decreasing an economic interest.

Escrow Period means the period set out in Item 2 of the Schedule.

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

Initial Public Offering means the offering of Securities pursuant to the Offer Document.

Liability means any liability, whether actual or contingent, present or future, quantified or unquantified.

Listing Rules means the listing rules of ASX.

Offer Document means the prospectus to be issued by the Entity on or about 8 October 2018 in relation to the initial public offer of Securities.

Restricted Securities means the securities set out in Item 3 of the Schedule (as adjusted in accordance with the Listing Rules for any reorganisation of capital undertaken by the Entity):

- (a) less any securities in respect of which a waiver under clause 7.4 is given; and
- (b) less any securities released under clause 3.4.

Security Interest means a right, interest, power or arrangement in relation to any property which provides security for, or protects against default by a person in, the payment or satisfaction of a debt, obligation or Liability, including a mortgage, charge, bill of sale, pledge, deposit, lien, encumbrance or hypothecation and a security interest as defined in sections 12(1) and 12(2) of the *Personal Property Securities Act 2009* (Cth).

Securities means ordinary shares in the capital of the Entity.

Takeover Bid has the meaning given in section 9 of the *Corporations Act 2001* (Cth).

Interpretation

1.2 In this Deed, unless the context requires otherwise:

- (a) a reference to this Deed or another instrument includes any variation or replacement of either of them;
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements by any of them;
- (c) the singular includes the plural and vice versa;
- (d) a reference to a party means a party to this Deed;
- (e) the word person includes a firm, a body corporate, an unincorporated association or an authority;
- (f) a reference to a person (including a party) includes a reference to the person's executors, administrators, successors, substitutes (including but not limited to, persons taking by novation) and assigns;
- (g) a reference to an Item, Recital, clause, Schedule or Annexure is to an Item, Recital, clause, Schedule or Annexure of or to this Deed;
- (h) any agreement, representation, warranty, undertaking or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (i) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (j) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;

- (k) where a word or phrase is defined, its other grammatical forms have a corresponding meaning; and
 - (l) headings are for convenience only and do not affect interpretation of this Deed.
-

2. Escrow restrictions

Holder restrictions

- 2.1 During the Escrow Period, the Holder will not do any of the following:
- (a) Dispose of, or agree or offer to Dispose of, all or any part of the Restricted Securities;
 - (b) create, or agree or offer to create, any Security Interest over all or any part of the Restricted Securities; or
 - (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of all or any part of the Restricted Securities,
- except as permitted by clause 3.

Holding Lock

- 2.2 The Restricted Securities must be kept on the Entity's issuer sponsored sub-register. The Holder agrees to the application of a Holding Lock to the Restricted Securities.
-

3. Exceptions to escrow

Takeover Bid

- 3.1 Notwithstanding clause 2, the Holder may accept a Takeover Bid if all of the following conditions are met:
- (a) the offers under the Takeover Bid are for either all of the Entity's ordinary securities or a proportion of the Entity's ordinary securities;
 - (b) holders of at least half of the ordinary securities that are not restricted securities, either under this Deed or any other agreement between the Entity and one of its security holders which imposes similar restrictions, to which the offers relate have accepted; and
 - (c) in the case of an off-market bid, if the offer is conditional, the bidder and the Holder agree in writing that a Holding Lock will be re-applied to the Restricted Securities that are not unconditionally bought by the bidder under that bid.

Scheme of arrangement

- 3.2 Notwithstanding clause 2, the Restricted Securities may be transferred or cancelled as part of a merger by way of scheme of arrangement under Part 5.1 of the Corporations Act if the Holder agrees in writing that a Holding Lock will be re-applied to the Restricted Securities if the merger does not take effect.

Other exceptions

- 3.3 Notwithstanding clause 2, the Restricted Securities may be transferred pursuant to:

- (a) an order of a court of competent jurisdiction compelling any Restricted Securities to be disposed of or a Security Interest granted over them;
- (b) a transfer by the personal representatives of the Holder to whomever the Restricted Securities have been bequeathed or to the Holder's spouse provided that the transferee has previously undertaken to the Entity by deed in a form acceptable to the Entity to be bound by clause 2 in respect of those Restricted Securities;
- (c) an off-market transfer by the Holder to any Controlled Entity and provided that the transferee has previously undertaken to the Entity by deed in a form acceptable to the Entity to be bound by clause 2 in respect of those Restricted Securities (including an undertaking that if the transferee ceases to be a Controlled Entity during the Escrow Period for any reason, then at the Entity's request it will promptly transfer those Restricted Securities back to the Holder or another Controlled Entity nominated by the Holder); and
- (d) action taken with the prior written consent of the Entity following a representation to the Entity's board by the Holder which demonstrates to the board that the action is necessary to alleviate financial hardship.

Release from escrow

- 3.4 Notwithstanding clause 2, the Holder will be free to take the actions referred to in clause 2.1 in respect of the Restricted Securities on or after the expiry of the Escrow Period.
- 3.5 The Entity will take such steps as are reasonable to facilitate the release from the restrictions referred to in this clause, including facilitating the removal of any Holding Lock from any Restricted Securities when they are released.

4. Warranties

General

- 4.1 Each party represents and warrants for the benefit of the other parties to this Deed that the following is true and correct at the date of this Deed:
 - (a) it has the power to enter into and perform this Deed and to perform and observe all of its terms and has obtained all necessary consents to enable it to do so;
 - (b) it has duly executed this Deed and this Deed is a legal, valid and binding obligation enforceable against it in accordance with the terms of this Deed;
 - (c) the entry into and performance of this Deed does not constitute a breach of any obligation (including any statutory, contractual or fiduciary obligation), or default under any Deed or undertaking, by which the party or its assets are bound;
 - (d) where the party is a body corporate:
 - (i) it is a body corporate duly incorporated under laws of the jurisdiction of its incorporation; and
 - (ii) it has taken all necessary corporate action to authorise the execution and performance of this Deed;
 - (e) where the party is a trustee of a trust:

- (i) it is the only trustee of the trust and no action has been taken or is proposed to remove it as trustee of the trust;
- (ii) it has power under the terms of the trust to enter into and comply with its obligations under this Deed;
- (iii) true copies of the trust deed in respect of the trust and other documents relating to the trust will be provided to the other parties on request;
- (iv) it has carefully considered the purpose of this Deed and considers that entry into this Deed is for the benefit of the beneficiaries of the trust, whose consents (if necessary) have been obtained and the terms of this Deed are fair and reasonable;
- (v) it has a right to be fully indemnified out of the trust assets in respect of obligations incurred by it under this Deed and the assets of the trust are sufficient to satisfy that right of indemnity and all other obligations in respect of which the trustee has a right to be indemnified out of the trust assets;
- (vi) it is not and has never been in default under the terms of the trust;
- (vii) no action has been taken or is proposed to terminate the trust; and
- (viii) where the trustee is a body corporate, it and its directors and other officers have complied with their obligations in connection with the trust.

Holder Security Interest

- 4.2 Where a Security Interest exists in or over the Restricted Securities, the Holder warrants that:
- (a) full particulars of that Security Interest are specified in Item 4 of the Schedule;
 - (b) a release of that Security Interest is attached; and
 - (c) other than as specified in clause 4.2(a), the Holder has not done, or omitted to do, any act before the commencement of the Escrow Period which would breach clause 2 if done or omitted to be done during the Escrow Period.

Breach of warranties

- 4.3 A breach of any of the warranties in this clause 4 is a breach of this Deed.

Survival

- 4.4 The warranties in this clause 4 survive any termination of this Deed.

5. Consequences of breaching this Deed

Potential breach

- 5.1 If it appears to the Entity that the Holder may breach this Deed, the Entity may take the steps necessary to prevent the breach or to enforce this Deed.

Actual breach

- 5.2 If the Holder breaches this Deed, each of the following applies:
- (a) the Entity may take the steps necessary to enforce this Deed or to rectify the breach; and

- (b) the Entity may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or Conversion of any of the Restricted Securities. This is in addition to other rights and remedies of the Entity; and
- (c) no conduct of the Holder will be taken as a direction to release the Holding Lock over any Restricted Securities.

6. Notices

Details of notices

6.1 A notice, approval, consent or other communication in connection with this Deed:

- (a) must be in writing;
- (b) should be marked for the attention of:
 - (i) in the case of the Entity:
Wiseway Group Limited.
 - (ii) in the case of the Holder:
Name of the Holder as set out in Item 1 of the Schedule.
- (c) must be left at the address of the parties, or sent by prepaid ordinary post (airmail if posted to or from a place outside Australia), email or facsimile) to the address of the parties which is specified in this Deed;
- (d) is taken to have amended this Deed only when the written document has been signed by all of the parties and the conditions in this clause 6.1 have been satisfied.

Time of effect

6.2 A notice, approval, consent or other communication takes effect from the time it is received unless a later time is specified in it.

Receipt

6.3 Without limiting any other means by which a party may be able to prove that a notice has been received by another party, a notice will be deemed to be duly received:

- (a) if sent by hand when left at the address of the recipient;
- (b) if sent by pre-paid post, three days (if posted within Australia to an address in Australia) or seven days (if posted from one country to another) after the date of posting; or
- (c) if sent by facsimile, on receipt by the sender of an acknowledgment or transmission report generated by the machine from which the facsimile was sent indicating that the whole facsimile was sent to the recipient's facsimile number,

but if a notice is served by hand, or is received by the recipient's facsimile on a day which is not a Business Day, or after 5:00 pm (recipient's local time) on a Business Day, the notice is deemed to be duly received by the recipient at 9:00 am on the first Business Day after that day.

7. General

Exercise of rights

- 7.1 A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that or of any other right, power or remedy. Failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

Amendment

- 7.2 This Deed may be amended only by a document signed by all parties.

Invalid or unenforceable provisions

- 7.3 If a provision of this Deed is invalid or unenforceable in a jurisdiction:
- (a) it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability; and
 - (b) that fact does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions.

Waiver

- 7.4 The Entity may waive at any time any of the restrictions imposed under clause 2:
- (a) on such terms and conditions; and
 - (b) in respect of such number of Restricted Securities,
- as the Entity determines by written notice to the Holder and the Controller.

Approvals and consents

- 7.5 A party may give conditionally or unconditionally or withhold its approval or consent in its absolute discretion unless this Deed expressly provides otherwise.

Remedies cumulative

- 7.6 The rights, powers and remedies provided in this Deed are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this Deed.

Further assurances

- 7.7 Each party must, at its own expense, whenever requested by the other party, promptly do or, to the extent reasonably practicable, arrange for others to do everything, including executing any documents, reasonably necessary to give full effect to this Deed and the transactions contemplated by this Deed.

Specific Performance

- 7.8 The parties agree that irreparable damage would occur if any of the provisions of this Deed were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Deed and to enforce specifically the terms and provisions of this Deed, this being in addition to any other remedy to which the parties are entitled at law or in equity.

Assignment

- 7.9 A party may not assign its rights under this Deed without the consent of the other parties.

Costs

- 7.10 Each party must pay its own costs in respect of this Deed and the documents and transactions contemplated by this Deed.

Counterparts

- 7.11 This Deed may be signed in counterparts and all counterparts taken together constitute one document.

8. Governing law, jurisdiction and service of process**Governing law**

- 8.1 This Deed is governed by the laws of New South Wales.

Jurisdiction

- 8.2 Each party irrevocably and unconditionally:
- (a) submits to the non-exclusive jurisdiction of the courts and appellate courts of New South Wales; and
 - (b) waives without limitation, any claim or objection based on absence of jurisdiction or inconvenient forum.

Service of process

- 8.3 Without preventing any other mode of service, any document in an action (including, but not limited to, any writ of summons or other originating process or any third party or other party notice) may be served on any party by being delivered to or left for that party at its address for service of notices under clause 6.

Schedule

Item

1	Holder's name and address:	AZ global Co., Limited (company registration number: 2811401) of Unit 12, 14/F, Lippo Sun Plaza, 28 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong
2	Escrow Period:	A period from the Completion Date to 29 February 2020
3	Particulars of Restricted Securities:	9,546,686 ordinary shares in the capital of the Entity
4	Particulars of Security Interests over Restricted Securities:	None

Execution

Executed as a deed.

Entity

Signed by
Wiseway Group Limited
in accordance with section 127 of the
Corporations Act 2001 by a director and
secretary/director:

Signature of director

Signature of director/secretary

Name of director (please print)

Name of director/secretary (please print)

Holder

EXECUTED by **AZ GLOBAL CO.,**)
LIMITED in accordance with section)
127(3) of the Companies Ordinance (Cap.)
622 of the Laws of Hong Kong) by)
authority of its sole director:)
)

.....
Signature of sole director

WENJUN ZHANG
.....
Name of sole director (block letters)

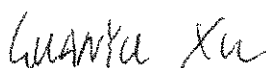
Execution

Executed as an agreement.

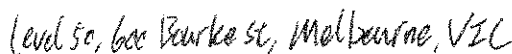
SIGNED by WENJUN ZHANG as
authorised representative for AZ GLOBAL
CO., LIMITED in the presence of:



Signature of witness



Name of witness (block letters)



Address of witness



By executing this document the
signatory warrants that the signatory is
duly authorised to execute this document
on behalf of AZ GLOBAL CO.,
LIMITED

Signed by
Roger Shigang Tong
in the presence of:

Signature of witness

Signature of **Roger Shigang Tong**

Name of witness (please print)

Signed by
Florence Yanli Tong
in the presence of:

Signature of witness

Signature of **Florence Yanli Tong**

Name of witness (please print)

Execution

Executed as an agreement.

SIGNED by WENJUN ZHANG as
authorised representative for AZ GLOBAL
CO., LIMITED in the presence of:

.....
Signature of witness

.....
Name of witness (block letters)

.....
Address of witness

.....
By executing this document the
signatory warrants that the signatory is
duly authorised to execute this document
on behalf of AZ GLOBAL CO.,
LIMITED

Signed by
Roger Shigang Tong
in the presence of:



Signature of witness

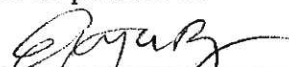
EMILY DENG

Name of witness (please print)



Signature of **Roger Shigang Tong**

Signed by
Florence Yanli Tong
in the presence of:



Signature of witness

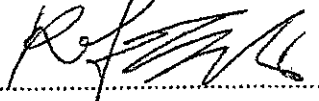
EMILY DENG

Name of witness (please print)

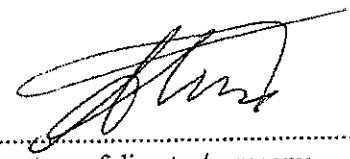


Signature of **Florence Yanli Tong**

EXECUTED by WISEWAY GROUP)
LIMITED in accordance with section)
127(1) of the *Corporations Act 2001*)
(Cth) by authority of its directors:)


.....)
Signature of director)

ROGER TONG.....)
Name of director (block letters))


.....)
Signature of director/company)
secretary*)
*delete whichever is not applicable)

FLORENCE TONG.....)
Name of director/company secretary*)
(block letters))
*delete whichever is not applicable)