

21 June 2016

Market Announcements Office
ASX Limited
20 Bridge Street
Sydney NSW 2000

Via ASX Online

Dear Sir/Madam

Notice of ceasing to be a substantial holder

In accordance with section 671B of the Corporations Act, we attach a *Form 605 Notice of ceasing to be a substantial holder* in relation to Helloworld Limited (**HLO**).

Bell Potter Securities Limited (**Bell**) acted as underwriter for the sale of securities in HLO pursuant to a Block Trade Agreement - Sale of Shares in RCG dated 16 June 2016 (**Block Trade Agreement**) between Bell and Europe Voyager NV.

The sales of shares under the Block Trade Agreement settled yesterday and so Bell has ceased to have a relevant interest in those shares.

Yours faithfully



Cindy-Jane Lee
General Counsel & Company Secretary

Form 605

Corporations Act 2001 Section 671B

Notice of ceasing to be a substantial holder

To Company Name/Scheme HELLOWORLD LIMITED

091 214 998

1. Details of substantial holder (1)

Name BELL FINANCIAL GROUP LIMITED and its controlled body corporate Bell Potter Securities Limited ACN 006 390 772 (Bell Group Entities)

ACN/ARSN (if applicable) 083 194 763

The holder ceased to be a substantial holder on 20 June 2016

The previous notice was given to the company on 20 June 2016

The previous notice was dated 20 June 2016

2. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest (2) of the substantial holder or an associate (3) 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 (4)	Consideration given in relation to change (5)	Class (6) and number of securities affected	Person's votes affected
20 June 2016	Bell Potter Securities Limited	Bell Potter Securities Limited ceased to have a relevant interest in securities upon settlement of the sale of those securities, to the extent that such relevant interest arose pursuant to the Block Trade Agreement (See Annexure A)	\$2.70	13,494,729 ordinary shares	13,494,729

3. Changes in association

The persons who have become associates (3) of, ceased to be associates of, or have changed the nature of their association (7) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

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

4. Addresses

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

Name	Address
Bell Group Entities	Level 29, 101 Collins Street, Melbourne VIC 3000

Signature

print name **CINDY-JANE LEE**

capacity **GENERAL COUNSEL & COMPANY SECRETARY**

sign here 

date 21 / 06 / 2016

Directions

1. If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 4 of the form.
2. See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
3. See the definition of "associate" in section 9 of the Corporations Act 2001.
4. Include details of:
 - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).
5. 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.
6. The voting shares of the company constitute one class unless divided into separate classes.
7. Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

ANNEXURE A

This is the annexure marked "A" of 11 pages referred to in *Form 605 - Notice of ceasing to be a substantial holder*.



Cindy-Jane Lee
General Counsel & Company Secretary
21 June 2016

16 June 2016

Strictly Private and Confidential

Mr John Puttemans, Director
Europe Voyager NV (**Vendor**)
De Lignestraat 13
1000 Brussels
Belgium

By email: JPuttemans@gpnavasia.com

Dear Sir

Block Trade Agreement - Sale of Shares in Helloworld Limited (Company)

1. Background

- 1.1 Bell Potter Securities Limited (**Bell Potter**) is pleased to confirm its appointment by the Vendor to act as broker and manager (**Lead Manager**) to manage the sale of 13,494,729 fully paid ordinary shares in the Company held by or on behalf of the Vendor (**Sale Securities**) by procuring purchasers for such Sale Securities (**Sale**), and underwriting the Sale of the Sale Securities, on the terms and conditions set out in this letter (**Agreement**).
- 1.2 This Agreement is binding on Bell Potter and the Vendor.

2. Terms of the Sale

- 2.1 The Vendor agrees to sell the Sale Securities and to appoint the Lead Manager to manage the Sale of the Sale Securities by procuring purchasers for the Sale Securities and nominate purchasers of the Sale Securities. Purchasers may include the Lead Manager's related bodies corporate (within the meaning of the term 'related body corporate' in sections 9 and 50 of the Corporations Act (**Related Bodies Corporate**)) and may be determined by the Lead Manager in its discretion.
- 2.2 The sale price for the Sale Securities will be the price per Sale Security determined under a bookbuild to be conducted by the Lead Manager in accordance with the agreed timetable, and agreed between the Lead Manager and the Vendor, but shall not be less than \$2.70 per Sale Security (**Floor Price**) without the prior approval of the Vendor (**Sale Price**). The relevant **Sale Proceeds** will be the Sale Price multiplied by the total number of Sale Securities.
- 2.3 The Sale Securities will only be offered to;
- (a) in Australia to persons, to whom a disclosure document is not required to be provided under Part 6D.2 of the Corporations Act (which includes 'sophisticated investors' within the meaning of section 708(8) of the Corporations Act and 'professional investors' within the meaning of section 708(11) of the Corporations Act); and
 - (b) in other countries other than the United States, to persons to whom offer for sale of securities may lawfully be made without requiring the preparation, delivery, lodgement or filing of any prospectus or other disclosure document or any other lodgement,

registration or filing with, or approval by, a government agency (other than any such requirement with which the Vendor and/or Company are willing to comply), as determined by the Lead Manager,

(together, **Institutional Investors**).

2.4 Any person that purchases Sale Securities will be required to confirm, among other things:

- (a) its status as a person who meets the requirements of clause 2.3; and
- (b) its compliance with all relevant laws and regulations (including the takeover and inside trading provisions of the Corporations Act and the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* (**FATA**)).

3. Conduct of the Sale

3.1 The parties agree to conduct the Sale in accordance with the timetable in Schedule 2 of this Agreement (**Timetable**) (unless the parties consent in writing to a variation).

3.2 The Lead Manager must conduct the Sale (including approaching and soliciting investors to acquire the Sale Securities) at all times in accordance the Corporations Act, the ASX Listing Rules (as applicable), and all other applicable laws and regulations and any legally binding requirement of Australian Securities and Investments Commission ("**ASIC**"), ASX or any governmental, semi-governmental or judicial authority ("**Governmental Agency**").

3.3 To facilitate the Sale of the Sale Securities:

- (a) on the date of this Agreement, the Lead Manager and Vendor will take all necessary steps to open an account in the name of the Vendor in accordance with the Lead Manager's usual practice; and
- (b) the Vendor will do all such other things as necessary or reasonably required by the Lead Manager to enable the Lead Manager to sell the Sale Securities at the Sale Price.

4. Underwriting

4.1 Subject to the terms of this Agreement, including clause 10, the Lead Manager agrees to underwrite the Sale of the Sale Securities and, if by midnight on the Sale Date, there remain any Sale Securities for which the Lead Manager has not received binding agreements to purchase (such remaining Sale Securities being the **Shortfall Securities**), then the Lead Manager must purchase or procure the purchase of such Shortfall Securities at the Floor Price, and pay the Sale Proceeds for such Shortfall Securities to the Vendor on the Settlement Date.

5. Settlement

5.1 The Lead Manager must procure the purchase of and sell all of the Sale Securities to Institutional Investors, or purchase the Sale Securities itself pursuant to clause 4, at the Sale Price on the Sale Date (as defined in the Timetable) by way of one or more special crossings in accordance with the ASX Settlement Operating Rules and ASX Operating Rules at the Sale Price, with settlement to follow on a T+2 basis in accordance with the ASX Settlement Operating Rules and ASX Settlement Rules (**Settlement Date**).

5.2 By 3:00 pm on the Settlement Date, the Lead Manager must pay or procure the payment to the Vendor of an amount equal to the Sale Proceeds for the Sale Securities sold for the Vendor less the fees payable to the Lead Manager pursuant to clause 6, by transfer to the

Vendors nominated account for value (in cleared funds) against delivery of the Sale Securities.

- 5.3 The Vendor agrees to instruct any custodian holding any of its Sale Securities to deliver such Sale Securities as directed by the Lead Manager.

6. Fees

- 6.1 In consideration of performing its obligations under this Agreement, the Lead Manager is entitled to receive such fees as agreed between the Lead Manager and the Vendor (**Block Trade Fee**).
- 6.2 The Vendor authorises the Lead Manager to deduct the Block Trade Fee from the Sale Proceeds once they have been received by the Lead Manager.
- 6.3 All reasonable out-of-pocket costs, charges, or expenses which the Lead Manager may have incurred or paid in connection with the Block Trade (including legal costs) shall be borne by the Lead Manager and shall not be liable to be reimbursed by the Vendor..

7. Undertakings

- 7.1 The Vendor undertakes to:

- (a) not, prior to settlement on the Settlement Date commit, be involved in or acquiesce in any activity which breaches:
 - (i) the Corporations Act and any other applicable laws;
 - (ii) the constitution of the Company;
 - (iii) the ASX Listing Rules and ASX Operating Rules; and
 - (iv) any legally binding requirement of ASIC or the ASX; and
- (b) promptly notify the Lead Manager of any breach of any warranty or undertaking given by it under this Agreement,

each of these undertakings being material terms of this Agreement.

8. Representations and warranties

- 8.1 The Vendor represents and warrants the Lead Manager that at the date of this Agreement and at all times until and including the Settlement Date, each of the following statements is true and accurate and not misleading in any way:
- (a) **(body corporate)** if the Vendor is a body corporate, it is validly existing and duly established under the laws of its place of incorporation;
 - (b) **(capacity and authority)** the Vendor has the full legal capacity, authority and power to enter into this Agreement and carry out the transactions contemplated by this agreement, including the sale of the Sale Securities, and no person has a conflicting right, whether contingent or otherwise, to purchase or be offered for purchase the Sale Securities, or any of them;
 - (c) **(agreement effective)** this Agreement constitutes the Vendors legal, valid and binding obligations, enforceable against it in accordance with its terms;

- (d) **(no infringement of laws or agreement)** the execution, delivery and performance of this Agreement by the Vendor will not infringe any law or regulation (including the Corporations Act or ASX Listing Rules) and is not and will not result in any breach of the terms of, or constitute a default under, any instrument or agreement to which the Vendor is a party or by which it is bound under this Agreement;
- (e) **(control)** the Vendor does not control the Company (with "control" has the meaning given in section 50AA of the Corporations Act);
- (f) **(ownership)** the Vendor is, and will be on the Settlement Date, the registered holder and sole legal owner of the Sale Securities and the beneficial owner of the Sale Securities;
- (g) **(no encumbrances)** the Vendor will transfer, under the terms of this Agreement, the full legal and beneficial ownership of the Sale Securities free and clear of all liens, charges, security interests, claims, equities and pre-emptive rights, subject to the registration of the transferee in the register of shareholders of the Company;
- (h) **(ranking of Sale Securities)** the Sale Securities rank equally with all other fully paid ordinary shares in the Company for all dividends, distributions, rights and other benefits in accordance with the Company's constitution and may be offered for sale on the financial market operated by ASX without disclosure to investors under Chapter 6D or Part 7.9 of the Corporations Act;
- (i) **(quotation of Sale Securities)** the Sale Securities are quoted on the financial market operated by the ASX;
- (j) **(compliance with laws rules and regulations)** in relation to the Sale Securities and the Sale and the performance of its obligations under this Agreement, the Vendor has complied with all applicable obligations under the Corporations Act, FATA and all other applicable laws, rules and regulations;
- (k) **(continued compliance)** in relation to the Sale Securities and the Sale, the Vendor is subject to and will comply with the Company's constitution, the Corporations Act and the ASX Listing Rules;
- (l) **(information provided)** to the best of the Vendors knowledge, the information provided by the Vendor to the Lead Manager, in relation to the Company, is true and correct in all material respects and not misleading or deceptive whether by omission or otherwise;
- (m) **(inside information)** the Vendor and/or its associates do not possess any "inside information" (as that term is defined in section 1042A of the Corporations Act) in relation to the Company or the Sale Securities (except information relating to the Sale of the Sale Securities) and the Sale of the Sale Securities will not result in a contravention by the Vendor and/or its associates of Division 3 of Part 7.10 of the Corporations Act.

8.2 The Lead Manager represents and warrants to the Vendor that at the date of this Agreement and at all times until and including the Settlement Date, each of the following statements is true and accurate and not misleading in any way:

- (a) **(body corporate)** if the Lead Manager is a body corporate, it is validly existing and duly established under the laws of its place of incorporation;

- (b) **(capacity and authority)** the Lead Manager has the full legal capacity, authority and power to enter into this Agreement and carry out the transactions contemplated by this Agreement, including the sale of the Sale Securities;
 - (c) **(agreement effective)** this Agreement constitutes legal, valid and binding obligations of the Lead Manager, enforceable against it in accordance with its terms;
 - (d) **(no infringement of laws or agreement)** the execution, delivery and performance of this Agreement by the Lead Manager will not infringe any law or regulation (including the Corporations Act or ASX Listing Rules) and is not and will not result in any breach of the terms of, or constitute a default under, any instrument or agreement to which the Lead Manager is a party or by which it is bound under this Agreement.
- 8.3 The Vendor acknowledges that the Lead Manager has entered into this Agreement in reliance on the representations, warranties and undertakings given by the Vendor in this Agreement. The Lead Manager acknowledges that the Vendor has entered into this Agreement in reliance on the representations, warranties and undertakings given by the Lead Manager in this Agreement. The representation and warranties in this clause 8 continue in full force and effect notwithstanding completion of the Sale of the Sale Securities and this Agreement.
- 8.4 Each party agrees to notify the other party promptly of any change affecting any of the representations and warranties given by that party under this Agreement.
- 8.5 The Vendor authorises the Lead Manager to notify potential purchasers of the Sale Securities that the Vendor has made the representations and warranties contained in clause 8.1 of this Agreement and also authorises the Lead Manager to disclose the identity of the Vendor to potential purchasers.

9. Indemnity

- 9.1 In this clause 9:
- (a) **Claims** means a demand, claim, action or proceeding brought against a person, however arising;
 - (b) **Liabilities** means Claims, losses (including loss of profit or losses or costs incurred in preparation for, or involvement in connection with, any prosecution, investigation, enquiry or hearing by ASIC, ASX or any governmental authority or agency), damages, proceedings, liabilities, costs (including reasonable legal costs on a solicitor and own client basis and whether incurred by or awarded against the Indemnified Party) or expenses of any kind however arising, including penalties, fines and interest; and
 - (c) **Indemnified Parties** means the Lead Manager and its Related Bodies Corporate and their respective directors, officers, employees and advisers (as the case may be).
- 9.2 Subject to clause 9.4, each Vendor severally agrees to indemnify and hold harmless on an after-tax basis, the Indemnified Parties from and against all Liabilities that any of the Indemnified Parties may sustain or incur directly or indirectly as a result of:
- (a) the Sale of their Sale Securities;
 - (b) any breach of a representation or warranty given by that Vendor in this Agreement;
 - (c) that Vendor failing to perform or observe any of its obligations under this Agreement or any other material obligation binding on it; or

- (d) any non-compliance by that Vendor with any applicable law, regulation or rule, including the Corporations Act and the Listing Rules, in relation to the Sale.
- 9.3 Each of the paragraphs in clause 9.2 will be construed independently and no paragraph will be limited by any implication arising from any other paragraph.
- 9.4 Any approval or consent given by Bell Potter does not waive or in any way prejudice the right of the Indemnified Party to the indemnity under this Agreement and such right survives the expiry or termination of this Agreement.
- 9.5 The indemnity in this clause 9 is given to Bell Potter in its own right and on behalf of the Indemnified Parties, and may be enforced by an Indemnified Party directly or by Bell Potter on behalf of that Indemnified Party. The Vendor acknowledges that Bell Potter holds the benefits of the indemnity on trust for itself and the other Indemnified Parties.
- 9.6 The indemnity in this clause 9 does not extend to an Indemnified Party to the extent (but only to the extent) that the Liability is:
 - (a) finally determined by a court of competent jurisdiction to have resulted from the fraud, wilful misconduct or gross negligence of the Indemnified Party;
 - (b) finally determined by a court of competent jurisdiction to have resulted from any material breach of the terms of this Agreement by the Lead Manager;
 - (c) a criminal penalty or fine which the Indemnified Party is required to pay for any contravention by it of the Corporations Act or any other applicable law; or
 - (d) any amount in respect of which this indemnity would be illegal, void or unenforceable under any applicable law.
- 9.7 Notwithstanding anything else in this Agreement no Vendor or Indemnified Party is liable for any indirect or consequential loss or damage suffered or incurred by any other party, irrespective of whether any Claim for damages is made in negligence, for breach of contract or statute or otherwise.
- 9.8 Notwithstanding anything else in this Agreement, no Claim may be made by any Vendor against any director, officer, employee, adviser or agent of the Lead Manager or of any Related Body Corporate of the Lead Manager (**Released Parties**), and the Vendor unconditionally and irrevocably releases and discharges each Released Party from any Claim that may be made by it to recover from any Released Party any Liability incurred or sustained by any Vendor, in each case arising directly or indirectly as a result of the participation of that Released Party in connection with the Sale and for which the Lead Manager shall be responsible..
- 9.9 The provisions of this clause 9 are in addition to any rights that an Indemnified Party may have at common law or otherwise.
- 9.10 The aggregate liability of the Vendor and its legal successors under the terms of this Agreement, other than in the case of fraud or fraudulent misrepresentation, shall not exceed the amount of Sale Proceeds. The liability of Vendor and its legal successors shall lapse on the date that is one year after the Settlement Date (and the Vendor and its legal successors shall have no liability under the terms of this Agreement on and from such date).

10. Termination

10.1 If any of the following events occurs during the period from execution of this Agreement and ending at the time the last special crossing of Sale Securities is made (**Sale Period**), the Lead Manager may terminate its obligations under this Agreement without cost or liability to itself at any time before the expiry of the Sale Period by giving written notice to the Vendors;

(a) **ASX actions.** ASX does any of the following:

- (i) announces or makes a statement to any person that the Company will be removed from the official list of ASX or securities in the same class as the Sale Securities will be suspended from quotation;
- (ii) removes the Company from the official list of ASX; or
- (iii) suspends the trading of Sale Securities for any period of time, other than any trading halt or suspension made in accordance with the Timetable or otherwise with the agreement of the Lead Manager (which, for the avoidance of doubt, does not include a trading halt at the request of the Company).

(b) **ASIC actions:** ASIC issues or threatens to issue proceedings in relation to the Sale or commences or threatens to commence any enquiry or investigation in relation to the Sale.

10.2 For the avoidance of doubt, provisions of this Agreement that are capable of having effect after termination (including those relating to the indemnification of Indemnified Parties) will survive termination of this Agreement and any rights accrued by a party prior to the date of termination will continue notwithstanding termination of this Agreement.

11. Conflict of interest

11.1 Bell Potter and its Related Bodies Corporate may be acting or may act in the future, and the Vendor specifically consents to Bell Potter and its Related Bodies Corporate so acting, on behalf of other clients in ways which may conflict with the interests of the Vendor or the Company.

11.2 The Vendor acknowledges that Bell Potter does not owe any duty to disclose to the Vendor or utilise for the benefit of the Vendor any information acquired in the course of providing services to any other person, engaging in any other transaction or otherwise carrying on its business or any obligation to refrain from undertaking any other transaction or otherwise carrying on any aspect of its business.

11.3 Accordingly, any opinions given by Bell Potter in providing services under this Agreement are given to the extent of the knowledge of those of Bell Potter's officers and employees directly engaged in acting in relation to the Sale which has been acquired in the course of acting in relation to the Sale.

11.4 Notwithstanding clauses 11.2 and 11.3, as is customary, Bell Potter and its Related Bodies Corporate maintain appropriate rules, protocols and safeguards in regard to information management (typically called 'Chinese Walls') which are designed to preserve and protect the confidentiality of information relating to the Vendor, the Company, this Agreement and other client information contemplated above.

12. Confidentiality

Each party agrees to keep the terms and subject matter of this Agreement confidential, except:

- (a) where disclosure is required by applicable law, a legal or regulatory authority or the ASX Listing Rules;
- (b) disclosure is made to an adviser or to a person who must know for the purposes of this Agreement, on the basis that the adviser or person keeps the information confidential;
- (c) to a person to the extent reasonably necessary in connection with any actual or potential claim or judicial or administrative process involving that party in relation to the Sale; and
- (d) to the extent reasonably necessary for the purposes of Bell Potter on-selling the Sale Shares in accordance with the terms of this Agreement (provided appropriate procedures are undertaken to ensure that recipients of the information maintain its confidentiality).

13. Miscellaneous

- 13.1 This Agreement is governed by the law of New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.
- 13.2 This Agreement may only be altered by a further agreement in writing signed by the Vendor and Bell Potter.
- 13.3 The Vendor agrees to pay its own costs of negotiating, executing and performing this Agreement.
- 13.4 This Agreement does not create a relationship of employment, trust, agency or partnership between the parties.
- 13.5 This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.
- 13.6 A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the term of this Agreement continue in force.
- 13.7 This Agreement may be executed in counterparts. All executed counterparts constitute one document.

14. Acceptance

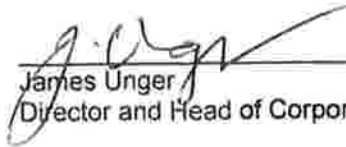
- 14.1 Please confirm your acceptance of this Agreement by signing the Agreement, where indicated in Schedule 1, and returning the enclosed duplicate copy of the Agreement to Bell Potter on return email geshuys@bellpotter.com.au
- 14.2 Once signed, this Agreement will constitute a binding agreement between the Vendor and Bell Potter.

Yours sincerely

Bell Potter Securities Limited



Alastair Provan
Managing Director



James Unger
Director and Head of Corporate Finance

BELL POTTER

Schedule 1

Execution by the Vendor

accepts and executes this Agreement


Signature of director

Name of director (print)

Schedule 2 - Timetable

Event	Date
Bookbuild to be conducted post market close	16 June 2016 (T-1)
Binding agreements to be received by investors in respect of the Sale Securities	By midnight, 16 June 2016 (T-1)
Number of Shortfall Securities to be notified to the Vendor and purchased by the Lead Manager	17 June 2016 (Before 9am, T=0)
Opening Date and Sale Date – Confirmation letters sent to successful investors	17 June 2016 (T=0)
Settlement Date and Sale Proceeds remitted to the Vendor	21 June 2016 (T+2), by 3pm

All dates and times are references to Sydney dates and times.