

**FAX TRANSMISSION**

No of pages (including this sheet) - 13

Level 36, Grosvenor Place  
225 George Street  
Sydney NSW 2000  
Australia**Blake Dawson****To**  
Company Announcements Office  
Australian Stock Exchange Limited  
F 1300 135 638T 61 2 9258 6000  
F 61 2 9258 6999  
DX 355 SydneyLocked Bag No 6  
Grosvenor Place  
Sydney NSW 2000  
Australia[www.blakedawson.com](http://www.blakedawson.com)**EyeWonder, Inc – Notice of initial substantial holder for Facilitate Digital Holdings Limited (ASX:FAC)****10 February 2009**We act for EyeWonder, Inc, EyeWonder Australia Pty Ltd and EyeWonder, Europe, GmbH (**EyeWonder**).**Our reference**  
ABB NYC 02 2002 3604

On behalf of EyeWonder we enclose a copy of a notice of initial substantial holder in Facilitate Digital Holdings Ltd.

**Partner**  
Austin Bell  
T 61 2 9258 5616  
[austin.bell@blakedawson.com](mailto:austin.bell@blakedawson.com)

Yours faithfully

*Blake Dawson***Contact**  
Nicole Chew  
T 61 2 9258 6234  
[nicole.chew@blakedawson.com](mailto:nicole.chew@blakedawson.com)

---

Please check that you have received this document in full. If not, please telephone the sender or call 61 2 9258 6000.

**Confidentiality**

This document is confidential and may contain legally privileged information. If you are not a named or authorised recipient you must not read, copy, distribute or act in reliance on it. If you have received this document in error, please telephone our operator immediately on 61 2 9258 6000 and return the document by mail.

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

**Notice of initial substantial holder**

To Company Name/Scheme Facilitate Digital Holdings Limited

ACN/ARSN 093 823 253

This notice is given by EyeWonder Australia Pty Limited, EyeWonder Inc and EyeWonder, Europe, GmbH (together, the EW Group).

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

Name Each member of the EW Group

ACN/ARSN (if applicable) n/a

The holder became a substantial holder on 06/02/2009

**2. Details of voting power**

The total number of votes attached to all the voting shares in the company or voting interests in the schema that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Ordinary shares	16,257,616	16,257,616	12.75%

**3. Details of relevant interests**

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
EyeWonder Australia Pty Limited	Registered holder pursuant to placement agreement (see Annexure A)	12,924,283 ordinary shares
EyeWonder, Inc	Registered holder	3,333,333 ordinary shares
EyeWonder, Inc	Taken under section 608(3) of the Corporations Act to have a relevant interest by reason of having control of EyeWonder Australia Pty Limited.	
EyeWonder, Europe, GmbH	Taken under section 608(3) of the Corporations Act to have a relevant interest by reason of having voting power (through the relevant interests of its associate, EyeWonder, Inc) above 20% in EyeWonder Australia Pty Limited.	

**4. Details of present registered holders**

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
EyeWonder Australia Pty Limited	EyeWonder Australia Pty Limited	EyeWonder Australia Pty Limited	12,924,283 ordinary shares
EyeWonder, Inc	EyeWonder, Inc	EyeWonder, Inc	3,333,333 ordinary shares

**5. Consideration**

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
EyeWonder Australia Pty Limited	6 February 2009	\$0.035 per share		12,924,283 ordinary shares
EyeWonder, Inc	17 September 2008	\$0.150 per share		3,333,333 ordinary shares

**6. Associates**

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
EyeWonder, Inc	EyeWonder, Inc controls EyeWonder Australia Pty Limited.
EyeWonder, Europe, GmbH	EyeWonder, Europe, GmbH is controlled by EyeWonder, Inc

**7. Addresses**

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

Name	Address
EyeWonder, Inc	229 Peachtree Street, Suite 1700, Atlanta, Georgia, USA 30303
EyeWonder Australia Pty Limited	Sulte 20, 331 Balmain Road, Lilyfield NSW 2040
EyeWonder, Europe, GmbH	Klusenstrasse 28, CH-6043 Adligenswil, Switzerland

**Signature**

print name Martine Joly

capacity Director

sign here

date

10 / 2 / 09


**DIRECTIONS**

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

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown."
- (9) Details of the consideration must include any and all benefits, moneys and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

"A"

**This is Annexure A of 10 pages referred  
to in the form 603 Notice of initial substantial holder  
Signed by me and dated 10 February 2009**

.....  
**Martine Joly - Director**

**EyeWonder Australia Pty Limited ACN 134 702 935**



# **Deed for Issue of Shares and Grant of Option for Unissued Shares**

---

**Facilitate Digital Holdings Limited**

ABN 84 093 823 253

**EyeWonder Australia Pty Ltd**

ABN 39 134 702935

# Deed for Issue of Shares and Grant of Option for Unissued Shares

DATE 3 February, 2009

## PARTIES

**Facilitate Digital Holdings Limited**  
ABN 84 093 823 253 (Company)

**EyeWonder Australia Pty Ltd**  
ABN 39 134 702935 (Holder)

## OPERATIVE PROVISIONS

### 1. INTERPRETATION

---

#### 1.1 Definitions

The following definitions apply in this document:

**Amended and Restated Integration and Referral Agreement** means the amendment to the Integration and Referral Agreement between the Company and EyeWonder Inc.

**ASX** means the Australian Securities Exchange or ASX Limited (ABN 98 008 624 691), as the context requires.

**ASX Listing Rules** means the listing rules of ASX.

**Business Day** means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, Australia.

**Commencement Date** means the earliest date after the grant of the Option of:

- (a) the first day on which the five day volume weighted average traded price of a Share reaches \$0.12;
- (b) the day that is 15 Business Day after an agreement has been entered into to settle the Dispute; or
- (c) 12 September 2009.

**Corporations Act** means the *Corporations Act 2001* (Commonwealth of Australia).

**Dispute** means the dispute that forms the basis of the Company's statement of claim in the court proceedings filed by McCullough Robertson on behalf of the Company in the Brisbane District Registry of the Federal Court of Australia on 16 October 2008 (court reference number QUD – 331/08).

**Expiry Time** means 5.00 pm local time on the Expiry Date.

**Expiry Date** means: (i) if the Commencement Date is triggered by paragraph (a) or (c) of the definition thereof, then the date that is 30 days after the Commencement Date; or (ii) if the Commencement Date is triggered by paragraph (b) of the definition thereof, then the date that is the later of 12 September 2009 or 30 days after the Commencement Date. Notwithstanding the foregoing, if Member Approval (defined below) does not occur before 15 March 2009, the Expiry Date shall be extended by the number of days that elapses between 15 March 2009 and the date on which Member Approval occurs.

**Exercise Period** means the period of time beginning on the Commencement Date and ending at the Expiry Time.

**Exercise Price** means:

- (a) an amount equal to 80 percent of the volume weighted average traded price of the Shares (excluding any sale of Shares by the Holder or its Related Entities) over the five days on which Shares were traded on the ASX prior to the date of exercise; or
- (b) if an Option may be exercised only by virtue of paragraph (a) of the definition of Commencement Date, the higher of:
  - (i) an amount calculated in accordance with paragraph (a); and
  - (ii) \$0.096.

**Holder** means EyeWonder Australia Pty Ltd.

**Member Approval** means any approval of the members of the Company which in the Company's reasonable opinion is required to be obtained before the grant of the Option, including but not limited to approval under ASX Listing Rule 7.1.

**Option** means an option to subscribe for the number of Shares determined in accordance with clause 2.2 during the Exercise Period at the Exercise Price.

**Related Entity** has the same meaning as in the Corporations Act.

**Share** means one ordinary fully paid share in the capital of the Company.

## 1.2 Rules for interpreting this document

Headings are for convenience only and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

- (a) A reference to:
  - (i) a legislative provision, legislation (including subordinate legislation) is to that legislative provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
  - (ii) a document (including this document) or agreement, or a provision of a document (including this document) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
  - (iii) a party to this document or to any other document or agreement includes a permitted substitute or a permitted assign of that party;
  - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
  - (v) anything (including a right, obligation or concept) includes each part of it.
- (b) A singular word includes the plural, and vice versa.
- (c) A word which suggests one gender includes the other genders.
- (d) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
- (e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.

- (f) A reference to **traded** refers to Shares actually being traded and not simply being able to be traded.
- (g) A reference to **dollars** or **\$** is to an amount in Australian currency.
- (h) The expression **this document** includes the agreement, arrangement, understanding or transaction recorded in this document.

### 1.3 Non Business Days

If the day on or by which a person must do something under this document is not a Business Day:

- (a) if the act involves a payment that is due on demand, the person must do it on or by the next Business Day; and
- (b) in any other case, the person must do it on or by the previous Business Day.

## 2. THE OPTION

---

### 2.1 Member Approval

The Company will use its best endeavours to obtain the Member Approval promptly after the execution of this Agreement.

### 2.2 Grant of Option

Subject to the Member Approval being obtained and the Amended and Restated Integration and Referral Agreement between the Company and the parent of Holder being executed on or before 15 March 2009, the Company grants to the Holder an Option which is convertible to the number of Shares being the lesser of:

- (a) \$500,000 worth of fully paid ordinary Shares, calculated using the closing price of the Shares on the ASX as at the date of exercise of the Option; or
- (b) the number of Shares which, if the Holder and its Related Entities did not sell any other Shares that it held (including but not limited to the Shares issued in accordance with clause 3.1 and all other Shares acquired by or issued to the Holder or its Related Entities), would take the Holder (including its Related Entities) to be a 19.999% shareholder in the Company.

### 2.3 Terms of Option

The Option is granted on the terms set out in Schedule 1.

## 3. ISSUE OF SHARES

---

### 3.1 Issue of Shares

Within seven days of the date of this document, the Holder will subscribe for 12,924,283 Shares for a total subscription sum of \$446,777.59, which must be paid in cleared funds by the Holder directly depositing the sum into the bank account of the Company, upon which the Company must issue the 12,924,283 Shares to the Holder and apply to ASX for quotation of those Shares.

### 3.2 Right to Participate in Placements

The Holder shall have the right to participate in any new issue of Shares that occurs during the one year period beginning on the date of this Agreement, upon terms and conditions not less favourable to the Holder than those which apply to the other purchasers of Shares in such issuance. The Holder's right to so participate shall be limited to the amount of Shares necessary

for the Holder to maintain the same pro rata ownership percentage of the Shares in the Company as it held immediately prior to such issue.

#### 4. SETTLEMENT OF DISPUTE

---

Within one day after an agreement is entered into (or being announced to the ASX) to settle the Dispute, the Company must notify the Holder.

#### 5. NOTICES

---

- (a) A notice, consent or other communication under this document is only effective if it is in writing, signed and either left at the addressee's address or sent to the addressee by mail, fax or email/electronic form such as email.
- (b) A notice, consent or other communication that complies with this clause is regarded as given and received:
- (i) if sent by mail, three working days after it is posted;
  - (ii) if sent by fax, when the addressee actually receives it in full and in legible form; and
  - (iii) if sent by email, on the day on which it was transmitted or, if transmitted after 5.00 pm (Sydney time), on the next Business Day.
- (c) A person's addresses and fax number are those set out below, or as the person notifies the sender:

**Company**

Address: 420 Elizabeth Street, Surry Hills, New South Wales, Australia 2010  
Email Address: [ian.Lowe@facilitatedigital.com](mailto:ian.Lowe@facilitatedigital.com)  
Fax number: +61 2 9690 3901  
Attention: Mr Ian Lowe

**Holder**

Address: 229 Peachtree Street, Suite 1700, Atlanta, Georgia 30303, USA  
Email Address: [romey@eyewonder.com](mailto:romey@eyewonder.com)  
Fax number: + 1 678.891.2017  
Attention: General Counsel

#### 6. AMENDMENT AND ASSIGNMENT

---

##### 6.1 Amendment

This document can only be amended or replaced by another document executed by the parties.

##### 6.2 Assignment

- (a) The Holder may transfer the Option to any entity that controls the Holder, is controlled by the Holder or is under common control with the Holder, but may not otherwise transfer the Option.
- (b) Subject to paragraph (a), a party may assign, encumber, declare a trust over or otherwise deal with its rights under this document only with the consent of each other party.

## **7. GENERAL**

---

### **7.1 Governing law**

- (a) This document is governed by the laws of the State of New South Wales.
- (b) Each party submits to the jurisdiction of the courts of that State and of any court that may hear appeals from any of those courts, for any proceedings in connection with this document.

### **7.2 Liability for expenses**

Each party must pay its own expenses incurred in negotiating, executing, stamping and registering this document.

### **7.3 Giving effect to this document**

Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that any other party may reasonably require to give full effect to this document.

### **7.4 Waiver of rights**

A right may only be waived in writing, signed by the party giving the waiver, and:

- (a) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
- (b) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and
- (c) the exercise of a right does not prevent any further exercise of that right or of any other right.

### **7.5 Operation of this document**

- (a) This document contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this document and has no further effect.
- (b) Any right that a person may have under this document is in addition to, and does not replace or limit, any other right that the person may have.
- (c) Any provision of this document which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable, unless this would materially change the intended effect of this document.

### **7.6 Counterparts**

This document may be executed in counterparts.

# Schedule 1

## TERMS OF OPTION

### 1. THE OPTION

#### 1.1 Statement of Holding

The Company must issue a holding statement for the Option. The Option will not be quoted by ASX.

#### 1.2 Transfer

The Holder may transfer the Option to any entity that controls the Holder, is controlled by the Holder or is under common control with the Holder, but may not otherwise transfer the Option.

#### 1.3 Expiry

The Option expires at the Expiry Time.

#### 1.4 Notices of meeting

The Company must give the Holder of the Option notices of general meeting (and financial reports required at those meetings).

## 2. EXERCISE OF OPTIONS

### 2.1 Time of exercise

- (a) The Holder may exercise the Option in full or in part at any time during the Exercise Period.
- (b) The Holder may exercise less than all the Options held by the Holder only if the total value of all Shares to be issued on exercise is at least:
  - (i) \$100,000 if issued on the day of exercise; or
  - (ii) if issuing Shares valued at \$100,000 would violate Chapter 6 of the Corporations Act, such lower amount that will enable Shares to be issued without violating Chapter 6 of the Corporations Act.
- (c) No Share need be issued on the exercise of an Option to the extent that issuing such Share would result in a breach of Chapter 6 of the Corporations Act.

### 2.2 Manner of exercise

Options may be exercised by the Holder delivering to the Company:

- (a) written notice of exercise specifying the portion of the Option exercised and the basis on which the Holder calculated the Exercise Price and the number of Shares to which the Option converts; and
- (b) payment of the Exercise Price for each Share to which the Option converts.

### 2.3 Date notice of exercise effective

Any notice of exercise of an Option received by the Company takes effect on the day on which it is received.

**3. ALLOTMENT AND RANKING OF SHARES**

**3.1 Allotment of shares**

The Company must issue to the Holder the Shares to be issued on exercise of an Option within five Business Days after the date on which the notice of exercise took effect.

**3.2 Statement of holding**

The Company must forward to the Holder a statement of holding for the Shares issued on exercise of an Option within five Business Days after their issue.

**3.3 Ranking of Shares**

Shares issued on exercise of an Option are, from the date on which the notice of exercise took effect, to rank equally with the then issued Shares of the Company.

**3.4 Quotation of shares**

The Company must apply for quotation of Shares issued on exercise of Options.

**4. ADJUSTMENT**

**4.1 Participation in new issues**

The Holder of an Option may not participate in new issues of Shares unless the Holder exercises that Option and becomes the Holder of Shares prior to the record date for the new issue of Shares.

**4.2 Notification of new issues**

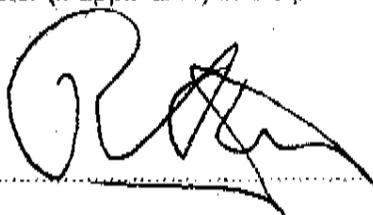
The Company must, during the Exercise Period, also give the Holder of an Option 10 Business Days prior notice of the record date for a new issue of Shares to enable the Holder to exercise the Option and participate in the new issue.

**4.3 Option terms on reorganisation of capital**

If the issued capital of the Company is reconstructed, the rights of the Holder of an Option under this document must be changed to the extent necessary to comply with the ASX Listing Rules applying to a reorganisation of capital at the time of the reorganisation.

EXECUTED as a deed by:

SIGNED SEALED AND DELIVERED on behalf of FACILITATE DIGITAL HOLDINGS LIMITED ACN 093 823 253 in accordance with its Constitution by a director and a director/secretary or by a sole director (if applicable) in the presence of:



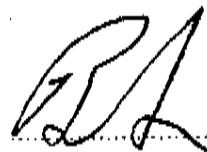
Witness

6/2/09

Date

)   
)

) Director

)   
)

) Director/Secretary

