

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

**Notice of initial substantial holder**

To Company Name/Scheme TOPBETTA HOLDINGS LIMITED

ACN/ARSN 164 521 395

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

Name TOPBETTA HOLDINGS LIMITED

ACN/ARSN (if applicable) 164 521 395

The holder became a substantial holder on 11/12/2015

**2. Details of voting power**

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the 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) |
|-------------------------|----------------------|--------------------|------------------|
| ORD SHARES              | 12,497,470           | 12,497,470         | 12.97%           |

**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 substantial holder are as follows:

| Holder of relevant interest | Nature of relevant interest (7)   | Class and number of securities |
|-----------------------------|---|--------------------------------|
| TOPBETTA HOLDINGS LIMITED   | Indirect interest as a result of holding the securities under voluntary escrow agreements provided in Annexure A (section 608(1)(c) of the Corporations Act (Cth) 2001) | 12,497,470 ORD SHARES          |

**4. Details of present registered holders**

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

| Holder of relevant interest | Registered holder of securities | Person entitled to be registered as holder (8) | Class and number of securities |
|-----------------------------|---------------------------------|--|--------------------------------|
| TOPBETTA HOLDINGS LIMITED   | WILLIAM BUTLER                  | WILLIAM BUTLER                                 | 1,307,971                      |
| TOPBETTA HOLDINGS LIMITED   | CRAIG MICHAEL PEARCE            | CRAIG MICHAEL PEARCE                           | 2,566,205                      |
| TOPBETTA HOLDINGS LIMITED   | FAITH STACE                     | FAITH STACE                                    | 157,884                        |
| TOPBETTA HOLDINGS LIMITED   | GREGORY IAN UPTON               | GREGORY IAN UPTON                              | 414,092                        |
| TOPBETTA HOLDINGS LIMITED   | JAKE HENSON                     | JAKE HENSON                                    | 295,000                        |

|                           |  |  |           |
|---------------------------|--|--|-----------|
| TOPBETTA HOLDINGS LIMITED | JASON KINNEAR  | JASON KINNEAR  | 708,000   |
| TOPBETTA HOLDINGS LIMITED | MICHAEL COSTA  | MICHAEL COSTA  | 157,884   |
| TOPBETTA HOLDINGS LIMITED | MICHAEL GUY PEARCE   | MICHAEL GUY PEARCE   | 1,461,519 |
| TOPBETTA HOLDINGS LIMITED | NEIL RICHARDSON  | NEIL RICHARDSON  | 105,315   |
| TOPBETTA HOLDINGS LIMITED | OLIVER SHANAHAN  | OLIVER SHANAHAN  | 2,139,842 |
| TOPBETTA HOLDINGS LIMITED | TODD BUCKINGHAM  | TODD BUCKINGHAM  | 2,888,758 |
| TOPBETTA HOLDINGS LIMITED | MATTHEW LUCAS CAIN + CATHERINE HOLLY CAIN < INDIGO INVESTMENTS S/F A/C > | MATTHEW LUCAS CAIN + CATHERINE HOLLY CAIN < INDIGO INVESTMENTS S/F A/C > | 295,000   |

#### 5. Consideration

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

| Holder of relevant interest | Date of acquisition | Consideration (9) |          | Class and number of securities |
|-----------------------------|---------------------|-------------------|----------|--------------------------------|
|                             |                     | Cash              | Non-cash |                                |
| TOPBETTA HOLDINGS LIMITED   | 11/12/2015          | Nil               |          | 12,497,470 ORD 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  |
|--|--|
| WILLIAM BUTLER;<br>CRAIG MICHAEL PEARCE;<br>FAITH STACE;<br>GREGORY IAN UPTON;<br>JAKE HENSON;<br>JASON KINNEAR;<br>MICHAEL COSTA;<br>MICHAEL GUY PEARCE;<br>NEIL RICHARDSON;<br>OLIVER SHANAHAN;<br>TODD BUCKINGHAM;<br>MATTHEW LUCAS CAIN +<br>CATHERINE HOLLY CAIN <<br>INDIGO INVESTMENTS S/F<br>A/C > | TopBeta Holdings Limited controls the ability to dispose of each Registered Holder's shares under each voluntary escrow agreement with TopBeta Holdings Limited as contained in Annexure A |

**7. Addresses**

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

| Name   | Address  |
|--|--|
| TOPBETTA HOLDINGS LIMITED  | 83B REGENT ST, NEW LAMBTON NSW 2305                                  |
| WILLIAM BUTLER;<br>CRAIG MICHAEL PEARCE;<br>FAITH STACE;<br>GREGORY IAN UPTON;<br>JAKE HENSON;<br>JASON KINNEAR;<br>MICHAEL COSTA;<br>MICHAEL GUY PEARCE;<br>NEIL RICHARDSON;<br>OLIVER SHANAHAN;<br>TODD BUCKINGHAM;<br>MATTHEW LUCAS CAIN +<br>CATHERINE HOLLY CAIN <<br>INDIGO INVESTMENTS S/F<br>A/C > | As provided in the voluntary escrow agreements set out in Annexure A |

**Signature**

print name Charly Duffy

capacity

Company Secretary

sign here



date

14/12/2015

## 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 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.

## **ANNEXURE A**

DATED

9/12/

2015

(1) TOPBETTA HOLDINGS LIMITED

- and -

(2) WILLIAM BUTLER

**VOLUNTARY RESTRICTION DEED**

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**THIS DEED** is made on

2015

**BETWEEN:**

- (1) The Party described in Item 1 of the schedule ("**Company**")
- (2) The Party described in Item 2 of the schedule ("**Holder**")

**BACKGROUND:**

A The Holder voluntarily agrees to hold the Restricted Securities as set out in this deed.

**IT IS AGREED:**

**1. DEFINITIONS AND INTERPRETATION**

**Definitions**

1.1 In this deed:

"**ASX**" means ASX Limited;

"**ASX Listing Rules**" means the official Listing Rules of the ASX as in force from time to time;

"**Controlled Entity**" means any company, fund or other entity under the full and effective control or for the benefit of the Holder or one or more of his or her immediate family members (including his or her spouse);

"**Escrow Period**" means the period set out in Item 3 of the schedule;

"**Holding Lock**" has the meaning given by section 2 of the ASX Settlement Operating Rules;

"**Restricted Securities**" means the securities set out in Item 4 of the schedule (as appropriately adjusted in accordance with the ASX listing rules for any reorganisation of capital undertaken by the Company):

- (a) less any securities in respect of which a waiver under clause 6.6 is given; and
- (b) less any securities released under clause 3.4;

"**Security Interest**" means a mortgage, lien, pledge, charge, hypothecation or other security interest (or an agreement or commitment to create any of them); and

"**Schedule**" means the schedule to this deed.

**Interpretation**

1.2 In this deed:

- 1.2.1 the singular includes the plural and vice versa;

### **Scheme of arrangement**

- 3.2 Notwithstanding clause 2, the Holder's Restricted Securities may be transferred or cancelled in accordance with a merger by way of scheme of arrangement under Part 5.1 of the *Corporations Act 2001* (Cth) if the Holder agrees in writing that a Holding Lock will be re-applied if the merger does not take effect.

### **Other exceptions**

- 3.3 Notwithstanding clause 2, the Holder's Restricted Securities may be transferred pursuant to:
- 3.3.1 an order of a court or regulator of competent jurisdiction compelling any Restricted Securities to be disposed of or a Security Interest granted over them;
  - 3.3.2 a transfer by the personal representatives of the Holder to whomever such Restricted Securities have been bequeathed, or to the Holder's spouse or any of the Holder's infant children provided that the transferee has previously undertaken to the Company by deed in a form acceptable to the Company to be bound by clause 2 in respect of such Restricted Securities;
  - 3.3.3 a transfer by the Holder to any Controlled Entity, provided that the transfer is made off-market and the transferee has previously undertaken to the Company by deed in a form acceptable to the Company to be bound by clause 2 in respect of such 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 Company's request it will promptly transfer such Restricted Securities back to the original Holder or another Controlled Entity nominated by the original Holder); and
  - 3.3.4 an action taken with the prior written consent of the Company, such consent not to be unreasonably withheld or delayed, following a representation to the board of the Company by the Holder which demonstrates to the board that the action is necessary to alleviate financial hardship.

### **Release**

- 3.4 Notwithstanding clause 2, the Holder will be free to undertake 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 At the end of the Escrow Period, the Company must take such steps as are reasonable to facilitate the release from escrow referred to in this clause including facilitating the removal of any Holding Lock from any such Restricted Securities.

## **4. WARRANTIES**

- 4.1 The Holder represents and warrants to the Company at all times during the Escrow Period:
- 4.1.1 that one of the following applies:
    - 4.1.1.1 the Holder is an individual;
    - 4.1.1.2 the Holder has no controller; or
    - 4.1.1.3 the Holder has a controller which is a nominee or trustee only; and

- 1.2.2 a reference to a party includes its successors, personal representative and transferees;
- 1.2.3 words and expressions defined in the ASX Listing Rules, and not in this deed, have the meanings given to them in the ASX Listing Rules; and
- 1.2.4 every warranty or agreement (express or implied) in which more than one person joins, binds them individually and any combination of them as a group.

## **2. ESCROW RESTRICTIONS**

### **Holder restrictions**

- 2.1 During the Escrow Period, the Holder must not do any of the following:
  - 2.1.1 dispose of, or agree or offer to dispose of, any Restricted Securities;
  - 2.1.2 create, or agree or offer to create, any Security Interest in the Restricted Securities;
  - 2.1.3 do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities; or
  - 2.1.4 participate in a return of capital made by the Company,except as permitted by clause 3.

### **Perfecting the restrictions**

- 2.2 The Restricted Securities must be kept on the Company's issuer sponsored sub register. The Holder hereby agrees in writing to the application of a Holding Lock to the Restricted Securities during the Escrow Period.

## **3. EXCEPTIONS TO ESCROW**

### **Takeover bids**

- 3.1 Notwithstanding clause 2, the Holder may accept a takeover bid (as defined in the *Corporations Act 2001* (Cth)) if all of the following conditions are met:
  - 3.1.1 the offers under the takeover bid are for all of the Company's ordinary shares or for a specified proportion of the Company's ordinary shares;
  - 3.1.2 holders of at least half of the bid class securities that are not restricted securities, either under this deed or any other agreement between the Company and one of its shareholders which imposes similar restrictions, to which the offers relate have accepted the offer; and
  - 3.1.3 if the offer is conditional, the bidder and the Holder agree in writing that a Holding Lock will be re-applied to each Restricted Security that is not unconditionally bought by the bidder under the off-market bid.

- 6.4 However, if any notice or communication is given on a day that is not a business day or after 5.00pm on a business day, in the place of the party to whom it is sent, it is to be treated as having been given at the beginning of the next business day.

**Amendment**

- 6.5 This deed may not be changed or waived without:
- 6.5.1 the written consent of all parties to it; and
  - 6.5.2 where the ASX has required an escrow to be implemented, then the ASX has also approved the variation.

**Waiver**

- 6.6 The Company may waive at any time any of the restrictions imposed under clause 2:
- 6.6.1 on such terms and conditions; and
  - 6.6.2 in respect of such number of Restricted Securities,  
as the Company determines, by written notice to the Holder.

**Jurisdiction**

- 6.7 The laws of New South Wales apply to this deed. The parties submit to the jurisdiction of the courts of New South Wales.

4.1.2 the Holder has power to enter into and perform the terms of this deed and, if a body corporate, is validly existing under the laws of its place of registration and has taken all necessary corporate action to authorise the entry into and performance of this deed.

4.2 A breach of any of these warranties is a breach of this deed.

## 5. CONSEQUENCES OF BREACHING THIS DEED

5.1 If it appears to the Company that the Holder may breach this deed, the Company may take the steps necessary to prevent the breach, or to enforce this deed.

5.2 If the Holder breaches this deed, each of the following applies:

5.2.1 the Company may take the steps necessary to enforce this deed, or to rectify the breach;

5.2.2 the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities; and

5.2.3 the Company may recover damages from the breaching party, to the extent the Company suffers any loss as a result of that breach.

5.3 This is in addition to other rights and remedies of the Company.

## 6. GENERAL

### Notices

6.1 Any notice or communication given to a party under this deed is only given if it is in writing and sent in one of the following ways:

6.1.1 delivered or posted to that party at its address set out in the schedule; or

6.1.2 sent by email to that party at its email address set out in the schedule.

6.2 If a party gives the other party three business days' notice of a change of its address or email address, any notice or communication is only given by that other party if it is delivered, posted or sent by email to the latest address or email address.

6.3 Any notice or communication is to be treated as given at the following time:

6.3.1 if delivered, when it is left at the relevant address;

6.3.2 if it is sent by post, two (or, in the case of a notice or communication posted to another country, nine) business days after it is posted; and

6.3.3 if it is sent by email, on the earlier of the sender receiving an automated message confirming delivery or, provided the sender does not receive an automated message stating that the email has not been delivered, three hours after the time the email was sent by the sender, such time to be determined with reference to the device from which the email was sent.

EXECUTED AS A DEED:

DATE:

Executed by TOPBETTA HOLDINGS  
LIMITED ACN 164 521 395 acting by the  
following persons or, if the seal is affixed,  
witnessed by the following persons in  
accordance with s127 of the Corporations Act  
2001:

  
.....  
Signature of director

  
.....  
Signature of director/company secretary

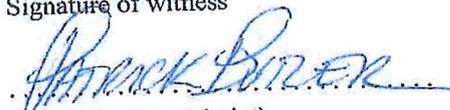
Simon D. Kelly  
.....  
Name of director (print)

Bobo Buchanan  
.....  
Name of director/company secretary (print)

Signed by WILLIAM BUTLER in the presence  
of:

  
.....  
Signature of witness

  
.....  
Signature of William Butler

  
.....  
Name of witness (print)

## SCHEDULE

- 1 Company's name and address: TopBeta Holdings Limited ACN 164 521 395  
Address: 83B Regent Street, New Lambton, NSW 2305
- 2 Holder's name and address: Name: William Patrick Butler  
Address: 33 Judith Street, Seaforth, NSW 2092  
Email: bill.butler.mail@gmail.com
- 3 Escrow Period: A period of 24 months from the date on which the Company's Shares are quoted on ASX.
- 4 Particulars of Restricted Securities: 1,307,971 of the fully paid ordinary shares in the capital of the Company.



**DATED**

**2015**

**(1) TOPBETTA HOLDINGS LIMITED**

**- and -**

**(2) CRAIG PEARCE**

**VOLUNTARY RESTRICTION DEED**

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THIS DEED is made on

2015

**BETWEEN:**

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- (2) The Party described in Item 2 of the schedule ("**Holder**")

**BACKGROUND:**

A The Holder voluntarily agrees to hold the Restricted Securities as set out in this deed.

**IT IS AGREED:**

**1. DEFINITIONS AND INTERPRETATION**

**Definitions**

1.1 In this deed:

"**ASX**" means ASX Limited;

"**ASX Listing Rules**" means the official Listing Rules of the ASX as in force from time to time;

"**Controlled Entity**" means any company, fund or other entity under the full and effective control or for the benefit of the Holder or one or more of his or her immediate family members (including his or her spouse);

"**Escrow Period**" means the period set out in Item 3 of the schedule;

"**Holding Lock**" has the meaning given by section 2 of the ASX Settlement Operating Rules;

"**Restricted Securities**" means the securities set out in Item 4 of the schedule (as appropriately adjusted in accordance with the ASX listing rules for any reorganisation of capital undertaken by the Company):

- (a) less any securities in respect of which a waiver under clause 6.6 is given; and
- (b) less any securities released under clause 3.4;

"**Security Interest**" means a mortgage, lien, pledge, charge, hypothecation or other security interest (or an agreement or commitment to create any of them); and

"**Schedule**" means the schedule to this deed.

**Interpretation**

1.2 In this deed:

- 1.2.1 the singular includes the plural and vice versa;

- 1.2.2 a reference to a party includes its successors, personal representative and transferees;
- 1.2.3 words and expressions defined in the ASX Listing Rules, and not in this deed, have the meanings given to them in the ASX Listing Rules; and
- 1.2.4 every warranty or agreement (express or implied) in which more than one person joins, binds them individually and any combination of them as a group.

## **2. ESCROW RESTRICTIONS**

### **Holder restrictions**

- 2.1 During the Escrow Period, the Holder must not do any of the following:
  - 2.1.1 dispose of, or agree or offer to dispose of, any Restricted Securities;
  - 2.1.2 create, or agree or offer to create, any Security Interest in the Restricted Securities;
  - 2.1.3 do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities; or
  - 2.1.4 participate in a return of capital made by the Company,except as permitted by clause 3.

### **Perfecting the restrictions**

- 2.2 The Restricted Securities must be kept on the Company's issuer sponsored sub register. The Holder hereby agrees in writing to the application of a Holding Lock to the Restricted Securities during the Escrow Period.

## **3. EXCEPTIONS TO ESCROW**

### **Takeover bids**

- 3.1 Notwithstanding clause 2, the Holder may accept a takeover bid (as defined in the *Corporations Act 2001* (Cth)) if all of the following conditions are met:
  - 3.1.1 the offers under the takeover bid are for all of the Company's ordinary shares or for a specified proportion of the Company's ordinary shares;
  - 3.1.2 holders of at least half of the bid class securities that are not restricted securities, either under this deed or any other agreement between the Company and one of its shareholders which imposes similar restrictions, to which the offers relate have accepted the offer; and
  - 3.1.3 if the offer is conditional, the bidder and the Holder agree in writing that a Holding Lock will be re-applied to each Restricted Security that is not unconditionally bought by the bidder under the off-market bid.

### **Scheme of arrangement**

- 3.2 Notwithstanding clause 2, the Holder's Restricted Securities may be transferred or cancelled in accordance with a merger by way of scheme of arrangement under Part 5.1 of the *Corporations Act 2001* (Cth) if the Holder agrees in writing that a Holding Lock will be re-applied if the merger does not take effect.

### **Other exceptions**

- 3.3 Notwithstanding clause 2, the Holder's Restricted Securities may be transferred pursuant to:
- 3.3.1 an order of a court or regulator of competent jurisdiction compelling any Restricted Securities to be disposed of or a Security Interest granted over them;
  - 3.3.2 a transfer by the personal representatives of the Holder to whomever such Restricted Securities have been bequeathed, or to the Holder's spouse or any of the Holder's infant children provided that the transferee has previously undertaken to the Company by deed in a form acceptable to the Company to be bound by clause 2 in respect of such Restricted Securities;
  - 3.3.3 a transfer by the Holder to any Controlled Entity, provided that the transfer is made off-market and the transferee has previously undertaken to the Company by deed in a form acceptable to the Company to be bound by clause 2 in respect of such 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 Company's request it will promptly transfer such Restricted Securities back to the original Holder or another Controlled Entity nominated by the original Holder); and
  - 3.3.4 an action taken with the prior written consent of the Company, such consent not to be unreasonably withheld or delayed, following a representation to the board of the Company by the Holder which demonstrates to the board that the action is necessary to alleviate financial hardship.

### **Release**

- 3.4 Notwithstanding clause 2, the Holder will be free to undertake 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 At the end of the Escrow Period, the Company must take such steps as are reasonable to facilitate the release from escrow referred to in this clause including facilitating the removal of any Holding Lock from any such Restricted Securities.

## **4. WARRANTIES**

- 4.1 The Holder represents and warrants to the Company at all times during the Escrow Period:
- 4.1.1 that one of the following applies:
    - 4.1.1.1 the Holder is an individual;
    - 4.1.1.2 the Holder has no controller; or
    - 4.1.1.3 the Holder has a controller which is a nominee or trustee only; and

4.1.2 the Holder has power to enter into and perform the terms of this deed and, if a body corporate, is validly existing under the laws of its place of registration and has taken all necessary corporate action to authorise the entry into and performance of this deed.

4.2 A breach of any of these warranties is a breach of this deed.

## **5. CONSEQUENCES OF BREACHING THIS DEED**

5.1 If it appears to the Company that the Holder may breach this deed, the Company may take the steps necessary to prevent the breach, or to enforce this deed.

5.2 If the Holder breaches this deed, each of the following applies:

5.2.1 the Company may take the steps necessary to enforce this deed, or to rectify the breach;

5.2.2 the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities; and

5.2.3 the Company may recover damages from the breaching party, to the extent the Company suffers any loss as a result of that breach.

5.3 This is in addition to other rights and remedies of the Company.

## **6. GENERAL**

### **Notices**

6.1 Any notice or communication given to a party under this deed is only given if it is in writing and sent in one of the following ways:

6.1.1 delivered or posted to that party at its address set out in the schedule; or

6.1.2 sent by email to that party at its email address set out in the schedule.

6.2 If a party gives the other party three business days' notice of a change of its address or email address, any notice or communication is only given by that other party if it is delivered, posted or sent by email to the latest address or email address.

6.3 Any notice or communication is to be treated as given at the following time:

6.3.1 if delivered, when it is left at the relevant address;

6.3.2 if it is sent by post, two (or, in the case of a notice or communication posted to another country, nine) business days after it is posted; and

6.3.3 if it is sent by email, on the earlier of the sender receiving an automated message confirming delivery or, provided the sender does not receive an automated message stating that the email has not been delivered, three hours after the time the email was sent by the sender, such time to be determined with reference to the device from which the email was sent.

- 6.4 However, if any notice or communication is given on a day that is not a business day or after 5.00pm on a business day, in the place of the party to whom it is sent, it is to be treated as having been given at the beginning of the next business day.

**Amendment**

- 6.5 This deed may not be changed or waived without:
- 6.5.1 the written consent of all parties to it; and
  - 6.5.2 where the ASX has required an escrow to be implemented, then the ASX has also approved the variation.

**Waiver**

- 6.6 The Company may waive at any time any of the restrictions imposed under clause 2:
- 6.6.1 on such terms and conditions; and
  - 6.6.2 in respect of such number of Restricted Securities,
- as the Company determines, by written notice to the Holder.

**Jurisdiction**

- 6.7 The laws of New South Wales apply to this deed. The parties submit to the jurisdiction of the courts of New South Wales.

**EXECUTED AS A DEED:**

**DATE:**

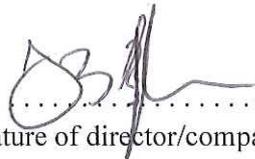
Executed by **TOPBETTA HOLDINGS LIMITED ACN 164 521 395** acting by the following persons or, if the seal is affixed, witnessed by the following persons in accordance with s127 of the Corporations Act 2001:



Signature of director

*SIMON DULTANY*

Name of director (print)



Signature of director/company secretary

*TODD BUCKINGHAM*

Name of director/company secretary (print)

Signed by **CRAIG PEARCE** in the presence of:



Signature of witness



Signature of Craig Pearce

*TODD BUCKINGHAM*

Name of witness (print)

## SCHEDULE

- 1 Company's name and address: TopBeta Holdings Limited ACN 164 521 395  
Address: 83B Regent Street, New Lambton, NSW 2305
- 2 Holder's name and address: Name: Craig Michael Pearce  
Address: 52 Connaught Road, Valentine, NSW 2280  
Email: **[insert]**
- 3 Escrow Period: A period of 24 months from the date on which the Company's Shares are quoted on ASX.
- 4 Particulars of Restricted Securities: 2,566,205 of the fully paid ordinary shares in the capital of the Company.



**DATED**

**2015**

**(1) TOPBETTA HOLDINGS LIMITED**

**- and -**

**(2) FAITH STACE**

**VOLUNTARY RESTRICTION DEED**

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**THIS DEED** is made on

2015

**BETWEEN:**

- (1) The Party described in Item 1 of the schedule ("**Company**")
- (2) The Party described in Item 2 of the schedule ("**Holder**")

**BACKGROUND:**

A The Holder voluntarily agrees to hold the Restricted Securities as set out in this deed.

**IT IS AGREED:**

**1. DEFINITIONS AND INTERPRETATION**

**Definitions**

1.1 In this deed:

"**ASX**" means ASX Limited;

"**ASX Listing Rules**" means the official Listing Rules of the ASX as in force from time to time;

"**Controlled Entity**" means any company, fund or other entity under the full and effective control or for the benefit of the Holder or one or more of his or her immediate family members (including his or her spouse);

"**Escrow Period**" means the period set out in Item 3 of the schedule;

"**Holding Lock**" has the meaning given by section 2 of the ASX Settlement Operating Rules;

"**Restricted Securities**" means the securities set out in Item 4 of the schedule (as appropriately adjusted in accordance with the ASX listing rules for any reorganisation of capital undertaken by the Company):

(a) less any securities in respect of which a waiver under clause 6.6 is given; and

(b) less any securities released under clause 3.4;

"**Security Interest**" means a mortgage, lien, pledge, charge, hypothecation or other security interest (or an agreement or commitment to create any of them); and

"**Schedule**" means the schedule to this deed.

**Interpretation**

1.2 In this deed:

1.2.1 the singular includes the plural and vice versa;

- 1.2.2 a reference to a party includes its successors, personal representative and transferees;
- 1.2.3 words and expressions defined in the ASX Listing Rules, and not in this deed, have the meanings given to them in the ASX Listing Rules; and
- 1.2.4 every warranty or agreement (express or implied) in which more than one person joins, binds them individually and any combination of them as a group.

## **2. ESCROW RESTRICTIONS**

### **Holder restrictions**

2.1 During the Escrow Period, the Holder must not do any of the following:

- 2.1.1 dispose of, or agree or offer to dispose of, any Restricted Securities;
- 2.1.2 create, or agree or offer to create, any Security Interest in the Restricted Securities;
- 2.1.3 do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities; or
- 2.1.4 participate in a return of capital made by the Company,

except as permitted by clause 3.

### **Perfecting the restrictions**

2.2 The Restricted Securities must be kept on the Company's issuer sponsored sub register. The Holder hereby agrees in writing to the application of a Holding Lock to the Restricted Securities during the Escrow Period.

## **3. EXCEPTIONS TO ESCROW**

### **Takeover bids**

3.1 Notwithstanding clause 2, the Holder may accept a takeover bid (as defined in the *Corporations Act 2001* (Cth)) if all of the following conditions are met:

- 3.1.1 the offers under the takeover bid are for all of the Company's ordinary shares or for a specified proportion of the Company's ordinary shares;
- 3.1.2 holders of at least half of the bid class securities that are not restricted securities, either under this deed or any other agreement between the Company and one of its shareholders which imposes similar restrictions, to which the offers relate have accepted the offer; and
- 3.1.3 if the offer is conditional, the bidder and the Holder agree in writing that a Holding Lock will be re-applied to each Restricted Security that is not unconditionally bought by the bidder under the off-market bid.

**Scheme of arrangement**

3.2 Notwithstanding clause 2, the Holder's Restricted Securities may be transferred or cancelled in accordance with a merger by way of scheme of arrangement under Part 5.1 of the *Corporations Act 2001* (Cth) if the Holder agrees in writing that a Holding Lock will be re-applied if the merger does not take effect.

**Other exceptions**

3.3 Notwithstanding clause 2, the Holder's Restricted Securities may be transferred pursuant to:

3.3.1 an order of a court or regulator of competent jurisdiction compelling any Restricted Securities to be disposed of or a Security Interest granted over them;

3.3.2 a transfer by the personal representatives of the Holder to whomever such Restricted Securities have been bequeathed, or to the Holder's spouse or any of the Holder's infant children provided that the transferee has previously undertaken to the Company by deed in a form acceptable to the Company to be bound by clause 2 in respect of such Restricted Securities;

3.3.3 a transfer by the Holder to any Controlled Entity, provided that the transfer is made off-market and the transferee has previously undertaken to the Company by deed in a form acceptable to the Company to be bound by clause 2 in respect of such 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 Company's request it will promptly transfer such Restricted Securities back to the original Holder or another Controlled Entity nominated by the original Holder); and

3.3.4 an action taken with the prior written consent of the Company, such consent not to be unreasonably withheld or delayed, following a representation to the board of the Company by the Holder which demonstrates to the board that the action is necessary to alleviate financial hardship.

**Release**

3.4 Notwithstanding clause 2, the Holder will be free to undertake 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 At the end of the Escrow Period, the Company must take such steps as are reasonable to facilitate the release from escrow referred to in this clause including facilitating the removal of any Holding Lock from any such Restricted Securities.

**4. WARRANTIES**

4.1 The Holder represents and warrants to the Company at all times during the Escrow Period:

4.1.1 that one of the following applies:

4.1.1.1 the Holder is an individual;

4.1.1.2 the Holder has no controller; or

4.1.1.3 the Holder has a controller which is a nominee or trustee only; and

4.1.2 the Holder has power to enter into and perform the terms of this deed and, if a body corporate, is validly existing under the laws of its place of registration and has taken all necessary corporate action to authorise the entry into and performance of this deed.

4.2 A breach of any of these warranties is a breach of this deed.

## **5. CONSEQUENCES OF BREACHING THIS DEED**

5.1 If it appears to the Company that the Holder may breach this deed, the Company may take the steps necessary to prevent the breach, or to enforce this deed.

5.2 If the Holder breaches this deed, each of the following applies:

5.2.1 the Company may take the steps necessary to enforce this deed, or to rectify the breach;

5.2.2 the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities; and

5.2.3 the Company may recover damages from the breaching party, to the extent the Company suffers any loss as a result of that breach.

5.3 This is in addition to other rights and remedies of the Company.

## **6. GENERAL**

### **Notices**

6.1 Any notice or communication given to a party under this deed is only given if it is in writing and sent in one of the following ways:

6.1.1 delivered or posted to that party at its address set out in the schedule; or

6.1.2 sent by email to that party at its email address set out in the schedule.

6.2 If a party gives the other party three business days' notice of a change of its address or email address, any notice or communication is only given by that other party if it is delivered, posted or sent by email to the latest address or email address.

6.3 Any notice or communication is to be treated as given at the following time:

6.3.1 if delivered, when it is left at the relevant address;

6.3.2 if it is sent by post, two (or, in the case of a notice or communication posted to another country, nine) business days after it is posted; and

6.3.3 if it is sent by email, on the earlier of the sender receiving an automated message confirming delivery or, provided the sender does not receive an automated message stating that the email has not been delivered, three hours after the time the email was sent by the sender, such time to be determined with reference to the device from which the email was sent.

- 6.4 However, if any notice or communication is given on a day that is not a business day or after 5.00pm on a business day, in the place of the party to whom it is sent, it is to be treated as having been given at the beginning of the next business day.

**Amendment**

- 6.5 This deed may not be changed or waived without:
- 6.5.1 the written consent of all parties to it; and
  - 6.5.2 where the ASX has required an escrow to be implemented, then the ASX has also approved the variation.

**Waiver**

- 6.6 The Company may waive at any time any of the restrictions imposed under clause 2:
- 6.6.1 on such terms and conditions; and
  - 6.6.2 in respect of such number of Restricted Securities,
- as the Company determines, by written notice to the Holder.

**Jurisdiction**

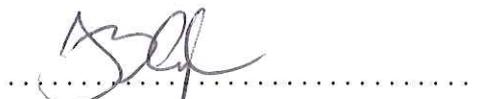
- 6.7 The laws of New South Wales apply to this deed. The parties submit to the jurisdiction of the courts of New South Wales.

**EXECUTED AS A DEED:**

**DATE:**

Executed by **TOPBETTA HOLDINGS LIMITED ACN 164 521 395** acting by the following persons or, if the seal is affixed, witnessed by the following persons in accordance with s127 of the Corporations Act 2001:

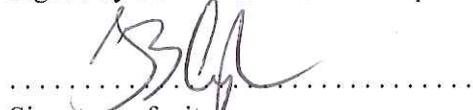
  
Signature of director

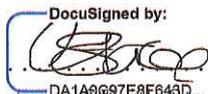
  
Signature of director/company secretary

**SIMON DURLING**  
Name of director (print)

**TODD BUCHANAN**  
Name of director/company secretary (print)

Signed by **FAITH STACE** in the presence of:

  
Signature of witness

DocuSigned by:  
  
Signature of Faith Stace  
DA1A9C97E8F643D

**TODD BUCHANAN**  
Name of witness (print)

## SCHEDULE

- 1 Company's name and address: TopBeta Holdings Limited ACN 164 521 395  
Address: 83B Regent Street, New Lambton, NSW 2305
- 2 Holder's name and address: Name: Faith Stace  
Address: 26 Diamantina Circuit, Harrington, NSW 2427  
Email: *[insert]*
- 3 Escrow Period: A period of 24 months from the date on which the Company's Shares are quoted on ASX.
- 4 Particulars of Restricted Securities: 157,884 of the fully paid ordinary shares in the capital of the Company.



DATED

*8<sup>th</sup> December*

2015

**(1) TOPBETTA HOLDINGS LIMITED**

**- and -**

**(2) GREGORY UPTON**

**VOLUNTARY RESTRICTION DEED**

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THIS DEED is made on

2015

**BETWEEN:**

- (1) The Party described in Item 1 of the schedule ("**Company**")
- (2) The Party described in Item 2 of the schedule ("**Holder**")

**BACKGROUND:**

A The Holder voluntarily agrees to hold the Restricted Securities as set out in this deed.

**IT IS AGREED:**

**1. DEFINITIONS AND INTERPRETATION**

**Definitions**

1.1 In this deed:

"**ASX**" means ASX Limited;

"**ASX Listing Rules**" means the official Listing Rules of the ASX as in force from time to time;

"**Controlled Entity**" means any company, fund or other entity under the full and effective control or for the benefit of the Holder or one or more of his or her immediate family members (including his or her spouse);

"**Escrow Period**" means the period set out in Item 3 of the schedule;

"**Holding Lock**" has the meaning given by section 2 of the ASX Settlement Operating Rules;

"**Restricted Securities**" means the securities set out in Item 4 of the schedule (as appropriately adjusted in accordance with the ASX listing rules for any reorganisation of capital undertaken by the Company):

- (a) less any securities in respect of which a waiver under clause 6.6 is given; and
- (b) less any securities released under clause 3.4;

"**Security Interest**" means a mortgage, lien, pledge, charge, hypothecation or other security interest (or an agreement or commitment to create any of them); and

"**Schedule**" means the schedule to this deed.

**Interpretation**

1.2 In this deed:

1.2.1 the singular includes the plural and vice versa;

1.2.2 a reference to a party includes its successors, personal representative and transferees;

1.2.3 words and expressions defined in the ASX Listing Rules, and not in this deed, have the meanings given to them in the ASX Listing Rules; and

1.2.4 every warranty or agreement (express or implied) in which more than one person joins, binds them individually and any combination of them as a group.

## **2. ESCROW RESTRICTIONS**

### **Holder restrictions**

2.1 During the Escrow Period, the Holder must not do any of the following:

2.1.1 dispose of, or agree or offer to dispose of, any Restricted Securities;

2.1.2 create, or agree or offer to create, any Security Interest in the Restricted Securities;

2.1.3 do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities; or

2.1.4 participate in a return of capital made by the Company,

except as permitted by clause 3.

### **Perfecting the restrictions**

2.2 The Restricted Securities must be kept on the Company's issuer sponsored sub register. The Holder hereby agrees in writing to the application of a Holding Lock to the Restricted Securities during the Escrow Period.

## **3. EXCEPTIONS TO ESCROW**

### **Takeover bids**

3.1 Notwithstanding clause 2, the Holder may accept a takeover bid (as defined in the *Corporations Act 2001* (Cth)) if all of the following conditions are met:

3.1.1 the offers under the takeover bid are for all of the Company's ordinary shares or for a specified proportion of the Company's ordinary shares;

3.1.2 holders of at least half of the bid class securities that are not restricted securities, either under this deed or any other agreement between the Company and one of its shareholders which imposes similar restrictions, to which the offers relate have accepted the offer; and

3.1.3 if the offer is conditional, the bidder and the Holder agree in writing that a Holding Lock will be re-applied to each Restricted Security that is not unconditionally bought by the bidder under the off-market bid.

### **Scheme of arrangement**

3.2 Notwithstanding clause 2, the Holder's Restricted Securities may be transferred or cancelled in accordance with a merger by way of scheme of arrangement under Part 5.1 of the

*Corporations Act 2001 (Cth)* if the Holder agrees in writing that a Holding Lock will be reapplied if the merger does not take effect.

### **Other exceptions**

- 3.3 Notwithstanding clause 2, the Holder's Restricted Securities may be transferred pursuant to:
- 3.3.1 an order of a court or regulator of competent jurisdiction compelling any Restricted Securities to be disposed of or a Security Interest granted over them;
  - 3.3.2 a transfer by the personal representatives of the Holder to whomever such Restricted Securities have been bequeathed, or to the Holder's spouse or any of the Holder's infant children provided that the transferee has previously undertaken to the Company by deed in a form acceptable to the Company to be bound by clause 2 in respect of such Restricted Securities;
  - 3.3.3 a transfer by the Holder to any Controlled Entity, provided that the transfer is made offmarket and the transferee has previously undertaken to the Company by deed in a form acceptable to the Company to be bound by clause 2 in respect of such 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 Company's request it will promptly transfer such Restricted Securities back to the original Holder or another Controlled Entity nominated by the original Holder); and
  - 3.3.4 an action taken with the prior written consent of the Company, such consent not to be unreasonably withheld or delayed, following a representation to the board of the Company by the Holder which demonstrates to the board that the action is necessary to alleviate financial hardship.

### **Release**

- 3.4 Notwithstanding clause 2, the Holder will be free to undertake 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 At the end of the Escrow Period, the Company must take such steps as are reasonable to facilitate the release from escrow referred to in this clause including facilitating the removal of any Holding Lock from any such Restricted Securities.

## **4. WARRANTIES**

- 4.1 The Holder represents and warrants to the Company at all times during the Escrow Period:
- 4.1.1 that one of the following applies:
    - 4.1.1.1 the Holder is an individual;
    - 4.1.1.2 the Holder has no controller; or
    - 4.1.1.3 the Holder has a controller which is a nominee or trustee only; and
  - 4.1.2 the Holder has power to enter into and perform the terms of this deed and, if a body corporate, is validly existing under the laws of its place of registration and

has taken all necessary corporate action to authorise the entry into and performance of this deed.

4.2 A breach of any of these warranties is a breach of this deed.

## **5. CONSEQUENCES OF BREACHING THIS DEED**

5.1 If it appears to the Company that the Holder may breach this deed, the Company may take the steps necessary to prevent the breach, or to enforce this deed.

5.2 If the Holder breaches this deed, each of the following applies:

5.2.1 the Company may take the steps necessary to enforce this deed, or to rectify the breach;

5.2.2 the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities; and

5.2.3 the Company may recover damages from the breaching party, to the extent the Company suffers any loss as a result of that breach.

5.3 This is in addition to other rights and remedies of the Company.

## **6. GENERAL**

### **Notices**

6.1 Any notice or communication given to a party under this deed is only given if it is in writing and sent in one of the following ways:

6.1.1 delivered or posted to that party at its address set out in the schedule; or

6.1.2 sent by email to that party at its email address set out in the schedule.

6.2 If a party gives the other party three business days' notice of a change of its address or email address, any notice or communication is only given by that other party if it is delivered, posted or sent by email to the latest address or email address.

6.3 Any notice or communication is to be treated as given at the following time:

6.3.1 if delivered, when it is left at the relevant address;

6.3.2 if it is sent by post, two (or, in the case of a notice or communication posted to another country, nine) business days after it is posted; and

6.3.3 if it is sent by email, on the earlier of the sender receiving an automated message confirming delivery or, provided the sender does not receive an automated message stating that the email has not been delivered, three hours after the time the email was sent by the sender, such time to be determined with reference to the device from which the email was sent.

6.4 However, if any notice or communication is given on a day that is not a business day or after 5.00pm on a business day, in the place of the party to whom it is sent, it is to be treated as having been given at the beginning of the next business day.

### **Amendment**

- 6.5 This deed may not be changed or waived without:
- 6.5.1 the written consent of all parties to it; and
  - 6.5.2 where the ASX has required an escrow to be implemented, then the ASX has also approved the variation.

### **Waiver**

- 6.6 The Company may waive at any time any of the restrictions imposed under clause 2:
- 6.6.1 on such terms and conditions; and
  - 6.6.2 in respect of such number of Restricted Securities,
- as the Company determines, by written notice to the Holder.

### **Jurisdiction**

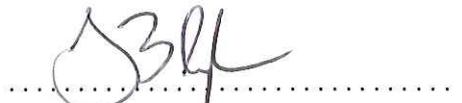
- 6.7 The laws of New South Wales apply to this deed. The parties submit to the jurisdiction of the courts of New South Wales.

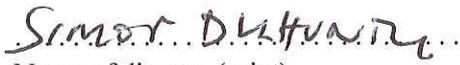
**EXECUTED AS A DEED:**

**DATE:**

Executed by **TOPBETTA HOLDINGS LIMITED ACN 164 521 395** acting by the following persons or, if the seal is affixed, witnessed by the following persons in accordance with s127 of the Corporations Act 2001:

  
.....  
Signature of director

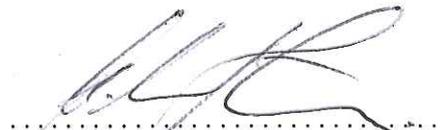
  
.....  
Signature of director/company secretary

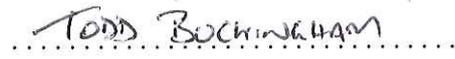
  
.....  
Name of director (print)

  
.....  
Name of director/company secretary (print)

Signed by **GREGORY UPTON** in the presence of:

  
.....  
Signature of witness

  
.....  
Signature of Gregory Upton

  
.....  
Name of witness (print)

**SCHEDULE**

- 1 Company's name and address: TopBeta Holdings Limited ACN 164 521 395  
Address: 83B Regent Street, New Lambton, NSW 2305
- 2 Holder's name and address: Name: Gregory Ian Upton  
Address: 42 Karoola Road, Lambton, NSW 2299  
Email: **[insert]**
- 3 Escrow Period: A period of 24 months from the date on which the  
Company's Shares are quoted on ASX.
- 4 Particulars of Restricted Securities: 414,092 of the fully paid ordinary shares in the capital of the  
Company.



**DATED**

**2015**

**(1) TOPBETTA HOLDINGS LIMITED**

**- and -**

**(2) JAKE HENSON**

**VOLUNTARY RESTRICTION DEED**

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---

THIS DEED is made on

2015

**BETWEEN:**

- (1) The Party described in Item 1 of the schedule ("**Company**")
- (2) The Party described in Item 2 of the schedule ("**Holder**")

**BACKGROUND:**

A The Holder voluntarily agrees to hold the Restricted Securities as set out in this deed.

**IT IS AGREED:**

**1. DEFINITIONS AND INTERPRETATION**

**Definitions**

1.1 In this deed:

"**ASX**" means ASX Limited;

"**ASX Listing Rules**" means the official Listing Rules of the ASX as in force from time to time;

"**Controlled Entity**" means any company, fund or other entity under the full and effective control or for the benefit of the Holder or one or more of his or her immediate family members (including his or her spouse);

"**Escrow Period**" means the period set out in Item 3 of the schedule;

"**Holding Lock**" has the meaning given by section 2 of the ASX Settlement Operating Rules;

"**Restricted Securities**" means the securities set out in Item 4 of the schedule (as appropriately adjusted in accordance with the ASX listing rules for any reorganisation of capital undertaken by the Company):

- (a) less any securities in respect of which a waiver under clause 6.6 is given; and
- (b) less any securities released under clause 3.4;

"**Security Interest**" means a mortgage, lien, pledge, charge, hypothecation or other security interest (or an agreement or commitment to create any of them); and

"**Schedule**" means the schedule to this deed.

**Interpretation**

1.2 In this deed:

1.2.1 the singular includes the plural and vice versa;

1.2.2 a reference to a party includes its successors, personal representative and transferees;

- 1.2.3 words and expressions defined in the ASX Listing Rules, and not in this deed, have the meanings given to them in the ASX Listing Rules; and
- 1.2.4 every warranty or agreement (express or implied) in which more than one person joins, binds them individually and any combination of them as a group.

## **2. ESCROW RESTRICTIONS**

### **Holder restrictions**

- 2.1 During the Escrow Period, the Holder must not do any of the following:
- 2.1.1 dispose of, or agree or offer to dispose of, any Restricted Securities;
- 2.1.2 create, or agree or offer to create, any Security Interest in the Restricted Securities;
- 2.1.3 do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities; or
- 2.1.4 participate in a return of capital made by the Company,
- except as permitted by clause 3.

### **Perfecting the restrictions**

- 2.2 The Restricted Securities must be kept on the Company's issuer sponsored sub register. The Holder hereby agrees in writing to the application of a Holding Lock to the Restricted Securities during the Escrow Period.

## **3. EXCEPTIONS TO ESCROW**

### **Takeover bids**

- 3.1 Notwithstanding clause 2, the Holder may accept a takeover bid (as defined in the *Corporations Act 2001* (Cth)) if all of the following conditions are met:
- 3.1.1 the offers under the takeover bid are for all of the Company's ordinary shares or for a specified proportion of the Company's ordinary shares;
- 3.1.2 holders of at least half of the bid class securities that are not restricted securities, either under this deed or any other agreement between the Company and one of its shareholders which imposes similar restrictions, to which the offers relate have accepted the offer; and
- 3.1.3 if the offer is conditional, the bidder and the Holder agree in writing that a Holding Lock will be re-applied to each Restricted Security that is not unconditionally bought by the bidder under the off-market bid.

### **Scheme of arrangement**

- 3.2 Notwithstanding clause 2, the Holder's Restricted Securities may be transferred or cancelled in accordance with a merger by way of scheme of arrangement under Part 5.1 of the

*Corporations Act 2001 (Cth)* if the Holder agrees in writing that a Holding Lock will be reapplied if the merger does not take effect.

#### **Other exceptions**

- 3.3 Notwithstanding clause 2, the Holder's Restricted Securities may be transferred pursuant to:
- 3.3.1 an order of a court or regulator of competent jurisdiction compelling any Restricted Securities to be disposed of or a Security Interest granted over them;
  - 3.3.2 a transfer by the personal representatives of the Holder to whomever such Restricted Securities have been bequeathed, or to the Holder's spouse or any of the Holder's infant children provided that the transferee has previously undertaken to the Company by deed in a form acceptable to the Company to be bound by clause 2 in respect of such Restricted Securities;
  - 3.3.3 a transfer by the Holder to any Controlled Entity, provided that the transfer is made offmarket and the transferee has previously undertaken to the Company by deed in a form acceptable to the Company to be bound by clause 2 in respect of such 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 Company's request it will promptly transfer such Restricted Securities back to the original Holder or another Controlled Entity nominated by the original Holder); and
  - 3.3.4 an action taken with the prior written consent of the Company, such consent not to be unreasonably withheld or delayed, following a representation to the board of the Company by the Holder which demonstrates to the board that the action is necessary to alleviate financial hardship.

#### **Release**

- 3.4 Notwithstanding clause 2, the Holder will be free to undertake 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 At the end of the Escrow Period, the Company must take such steps as are reasonable to facilitate the release from escrow referred to in this clause including facilitating the removal of any Holding Lock from any such Restricted Securities.

#### **4. WARRANTIES**

- 4.1 The Holder represents and warrants to the Company at all times during the Escrow Period:
- 4.1.1 that one of the following applies:
    - 4.1.1.1 the Holder is an individual;
    - 4.1.1.2 the Holder has no controller; or
    - 4.1.1.3 the Holder has a controller which is a nominee or trustee only; and
  - 4.1.2 the Holder has power to enter into and perform the terms of this deed and, if a body corporate, is validly existing under the laws of its place of registration and

has taken all necessary corporate action to authorise the entry into and performance of this deed.

4.2 A breach of any of these warranties is a breach of this deed.

## 5. CONSEQUENCES OF BREACHING THIS DEED

5.1 If it appears to the Company that the Holder may breach this deed, the Company may take the steps necessary to prevent the breach, or to enforce this deed.

5.2 If the Holder breaches this deed, each of the following applies:

5.2.1 the Company may take the steps necessary to enforce this deed, or to rectify the breach;

5.2.2 the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities; and

5.2.3 the Company may recover damages from the breaching party, to the extent the Company suffers any loss as a result of that breach.

5.3 This is in addition to other rights and remedies of the Company.

## 6. GENERAL

### Notices

6.1 Any notice or communication given to a party under this deed is only given if it is in writing and sent in one of the following ways:

6.1.1 delivered or posted to that party at its address set out in the schedule; or

6.1.2 sent by email to that party at its email address set out in the schedule.

6.2 If a party gives the other party three business days' notice of a change of its address or email address, any notice or communication is only given by that other party if it is delivered, posted or sent by email to the latest address or email address.

6.3 Any notice or communication is to be treated as given at the following time:

6.3.1 if delivered, when it is left at the relevant address;

6.3.2 if it is sent by post, two (or, in the case of a notice or communication posted to another country, nine) business days after it is posted; and

6.3.3 if it is sent by email, on the earlier of the sender receiving an automated message confirming delivery or, provided the sender does not receive an automated message stating that the email has not been delivered, three hours after the time the email was sent by the sender, such time to be determined with reference to the device from which the email was sent.

6.4 However, if any notice or communication is given on a day that is not a business day or after 5.00pm on a business day, in the place of the party to whom it is sent, it is to be treated as having been given at the beginning of the next business day.

### **Amendment**

- 6.5 This deed may not be changed or waived without:
- 6.5.1 the written consent of all parties to it; and
  - 6.5.2 where the ASX has required an escrow to be implemented, then the ASX has also approved the variation.

### **Waiver**

- 6.6 The Company may waive at any time any of the restrictions imposed under clause 2:
- 6.6.1 on such terms and conditions; and
  - 6.6.2 in respect of such number of Restricted Securities,  
as the Company determines, by written notice to the Holder.

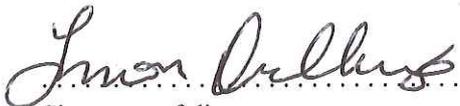
### **Jurisdiction**

- 6.7 The laws of New South Wales apply to this deed. The parties submit to the jurisdiction of the courts of New South Wales.

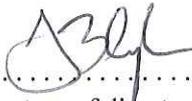
**EXECUTED AS A DEED:**

**DATE:**

Executed by **TOPBETTA HOLDINGS LIMITED ACN 164 521 395** acting by the following persons or, if the seal is affixed, witnessed by the following persons in accordance with s127 of the Corporations Act 2001:

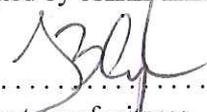
  
.....  
Signature of director

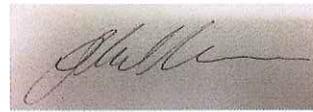
*SIMON DURLING*  
.....  
Name of director (print)

  
.....  
Signature of director/company secretary

*TODD BUCHANAN*  
.....  
Name of director/company secretary (print)

Signed by **JAKE HENSON** in the presence of:

  
.....  
Signature of witness

  
Signature of Jake Henson

*T BUCHANAN*  
.....  
Name of witness (print)

**SCHEDULE**

- 1 Company's name and address: TopBeta Holdings Limited ACN 164 521 395  
Address: 83B Regent Street, New Lambton, NSW 2305
- 2 Holder's name and address: Name: Jake William Henson  
Address: Unit 2, 183 Brooks Street, Bar Beach, NSW 2300  
Email: **[insert]**
- 3 Escrow Period: A period of 24 months from the date on which the  
Company's Shares are quoted on ASX.
- 4 Particulars of Restricted Securities: 295,000 of the fully paid ordinary shares in the capital of the  
Company.



DATED

8<sup>th</sup> DECEMBER

2015

(1) TOPBETTA HOLDINGS LIMITED

- and -

(2) JASON KINNEAR

**VOLUNTARY RESTRICTION DEED**

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THIS DEED is made on

2015

**BETWEEN:**

- (1) The Party described in Item 1 of the schedule ("**Company**")
- (2) The Party described in Item 2 of the schedule ("**Holder**")

**BACKGROUND:**

A The Holder voluntarily agrees to hold the Restricted Securities as set out in this deed.

**IT IS AGREED:**

**1. DEFINITIONS AND INTERPRETATION**

**Definitions**

1.1 In this deed:

"**ASX**" means ASX Limited;

"**ASX Listing Rules**" means the official Listing Rules of the ASX as in force from time to time;

"**Controlled Entity**" means any company, fund or other entity under the full and effective control or for the benefit of the Holder or one or more of his or her immediate family members (including his or her spouse);

"**Escrow Period**" means the period set out in Item 3 of the schedule;

"**Holding Lock**" has the meaning given by section 2 of the ASX Settlement Operating Rules;

"**Restricted Securities**" means the securities set out in Item 4 of the schedule (as appropriately adjusted in accordance with the ASX listing rules for any reorganisation of capital undertaken by the Company):

- (a) less any securities in respect of which a waiver under clause 6.6 is given; and
- (b) less any securities released under clause 3.4;

"**Security Interest**" means a mortgage, lien, pledge, charge, hypothecation or other security interest (or an agreement or commitment to create any of them); and

"**Schedule**" means the schedule to this deed.

**Interpretation**

1.2 In this deed:

1.2.1 the singular includes the plural and vice versa;

1.2.2 a reference to a party includes its successors, personal representative and transferees;

1.2.3 words and expressions defined in the ASX Listing Rules, and not in this deed, have the meanings given to them in the ASX Listing Rules; and

1.2.4 every warranty or agreement (express or implied) in which more than one person joins, binds them individually and any combination of them as a group.

## **2. ESCROW RESTRICTIONS**

### **Holder restrictions**

2.1 During the Escrow Period, the Holder must not do any of the following:

2.1.1 dispose of, or agree or offer to dispose of, any Restricted Securities;

2.1.2 create, or agree or offer to create, any Security Interest in the Restricted Securities;

2.1.3 do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities; or

2.1.4 participate in a return of capital made by the Company,

except as permitted by clause 3.

### **Perfecting the restrictions**

2.2 The Restricted Securities must be kept on the Company's issuer sponsored sub register. The Holder hereby agrees in writing to the application of a Holding Lock to the Restricted Securities during the Escrow Period.

## **3. EXCEPTIONS TO ESCROW**

### **Takeover bids**

3.1 Notwithstanding clause 2, the Holder may accept a takeover bid (as defined in the *Corporations Act 2001* (Cth)) if all of the following conditions are met:

3.1.1 the offers under the takeover bid are for all of the Company's ordinary shares or for a specified proportion of the Company's ordinary shares;

3.1.2 holders of at least half of the bid class securities that are not restricted securities, either under this deed or any other agreement between the Company and one of its shareholders which imposes similar restrictions, to which the offers relate have accepted the offer; and

3.1.3 if the offer is conditional, the bidder and the Holder agree in writing that a Holding Lock will be re-applied to each Restricted Security that is not unconditionally bought by the bidder under the off-market bid.

### **Scheme of arrangement**

3.2 Notwithstanding clause 2, the Holder's Restricted Securities may be transferred or cancelled in accordance with a merger by way of scheme of arrangement under Part 5.1 of the

*Corporations Act 2001 (Cth)* if the Holder agrees in writing that a Holding Lock will be reapplied if the merger does not take effect.

#### **Other exceptions**

- 3.3 Notwithstanding clause 2, the Holder's Restricted Securities may be transferred pursuant to:
- 3.3.1 an order of a court or regulator of competent jurisdiction compelling any Restricted Securities to be disposed of or a Security Interest granted over them;
  - 3.3.2 a transfer by the personal representatives of the Holder to whomever such Restricted Securities have been bequeathed, or to the Holder's spouse or any of the Holder's infant children provided that the transferee has previously undertaken to the Company by deed in a form acceptable to the Company to be bound by clause 2 in respect of such Restricted Securities;
  - 3.3.3 a transfer by the Holder to any Controlled Entity, provided that the transfer is made offmarket and the transferee has previously undertaken to the Company by deed in a form acceptable to the Company to be bound by clause 2 in respect of such 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 Company's request it will promptly transfer such Restricted Securities back to the original Holder or another Controlled Entity nominated by the original Holder); and
  - 3.3.4 an action taken with the prior written consent of the Company, such consent not to be unreasonably withheld or delayed, following a representation to the board of the Company by the Holder which demonstrates to the board that the action is necessary to alleviate financial hardship.

#### **Release**

- 3.4 Notwithstanding clause 2, the Holder will be free to undertake 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 At the end of the Escrow Period, the Company must take such steps as are reasonable to facilitate the release from escrow referred to in this clause including facilitating the removal of any Holding Lock from any such Restricted Securities.

#### **4. WARRANTIES**

- 4.1 The Holder represents and warrants to the Company at all times during the Escrow Period:
- 4.1.1 that one of the following applies:
    - 4.1.1.1 the Holder is an individual;
    - 4.1.1.2 the Holder has no controller; or
    - 4.1.1.3 the Holder has a controller which is a nominee or trustee only; and
  - 4.1.2 the Holder has power to enter into and perform the terms of this deed and, if a body corporate, is validly existing under the laws of its place of registration and

has taken all necessary corporate action to authorise the entry into and performance of this deed.

4.2 A breach of any of these warranties is a breach of this deed.

## **5. CONSEQUENCES OF BREACHING THIS DEED**

5.1 If it appears to the Company that the Holder may breach this deed, the Company may take the steps necessary to prevent the breach, or to enforce this deed.

5.2 If the Holder breaches this deed, each of the following applies:

5.2.1 the Company may take the steps necessary to enforce this deed, or to rectify the breach;

5.2.2 the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities; and

5.2.3 the Company may recover damages from the breaching party, to the extent the Company suffers any loss as a result of that breach.

5.3 This is in addition to other rights and remedies of the Company.

## **6. GENERAL**

### **Notices**

6.1 Any notice or communication given to a party under this deed is only given if it is in writing and sent in one of the following ways:

6.1.1 delivered or posted to that party at its address set out in the schedule; or

6.1.2 sent by email to that party at its email address set out in the schedule.

6.2 If a party gives the other party three business days' notice of a change of its address or email address, any notice or communication is only given by that other party if it is delivered, posted or sent by email to the latest address or email address.

6.3 Any notice or communication is to be treated as given at the following time:

6.3.1 if delivered, when it is left at the relevant address;

6.3.2 if it is sent by post, two (or, in the case of a notice or communication posted to another country, nine) business days after it is posted; and

6.3.3 if it is sent by email, on the earlier of the sender receiving an automated message confirming delivery or, provided the sender does not receive an automated message stating that the email has not been delivered, three hours after the time the email was sent by the sender, such time to be determined with reference to the device from which the email was sent.

6.4 However, if any notice or communication is given on a day that is not a business day or after 5.00pm on a business day, in the place of the party to whom it is sent, it is to be treated as having been given at the beginning of the next business day.

### **Amendment**

- 6.5 This deed may not be changed or waived without:
- 6.5.1 the written consent of all parties to it; and
  - 6.5.2 where the ASX has required an escrow to be implemented, then the ASX has also approved the variation.

### **Waiver**

- 6.6 The Company may waive at any time any of the restrictions imposed under clause 2:
- 6.6.1 on such terms and conditions; and
  - 6.6.2 in respect of such number of Restricted Securities,
- as the Company determines, by written notice to the Holder.

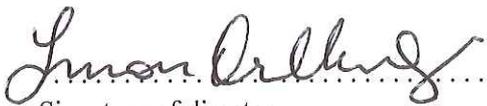
### **Jurisdiction**

- 6.7 The laws of New South Wales apply to this deed. The parties submit to the jurisdiction of the courts of New South Wales.

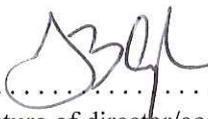
**EXECUTED AS A DEED:**

**DATE:**

Executed by **TOPBETTA HOLDINGS LIMITED ACN 164 521 395** acting by the following persons or, if the seal is affixed, witnessed by the following persons in accordance with s127 of the Corporations Act 2001:

  
.....  
Signature of director

**SIMON D. V. HUNT**.....  
Name of director (print)

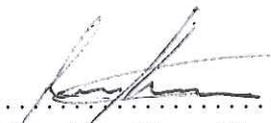
  
.....  
Signature of director/company secretary

**TODD BECKINGHAM**.....  
Name of director/company secretary (print)

Signed by **JASON KINNEAR** in the presence of:

.....  
Signature of witness

.....  
Name of witness (print)

  
.....  
Signature of Jason Kinnear

**SCHEDULE**

- 1 Company's name and address: TopBeta Holdings Limited ACN 164 521 395  
Address: 83B Regent Street, New Lambton, NSW 2305
- 2 Holder's name and address: Name: Jason Kinnear  
Address: 24 Bridge Street, Waratah, NSW 2298  
Email: **[insert]**
- 3 Escrow Period: A period of 24 months from the date on which the  
Company's Shares are quoted on ASX.
- 4 Particulars of Restricted Securities: 708,000 of the fully paid ordinary shares in the capital of the  
Company.



**DATED**

**2015**

**(1) TOPBETTA HOLDINGS LIMITED**

**- and -**

**(2) MATTHEW LUCAS CAIN & CATHERINE HOLLY CAIN (AS TRUSTEES FOR INDIGO INVESTMENTS SUPER FUND)**

**VOLUNTARY RESTRICTION DEED**

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THIS DEED is made on

2015

**BETWEEN:**

- (1) The Party described in Item 1 of the schedule ("**Company**")
- (2) The Party described in Item 2 of the schedule ("**Holder**")

**BACKGROUND:**

A The Holder voluntarily agrees to hold the Restricted Securities as set out in this deed.

**IT IS AGREED:**

**1. DEFINITIONS AND INTERPRETATION**

**Definitions**

1.1 In this deed:

"**ASX**" means ASX Limited;

"**ASX Listing Rules**" means the official Listing Rules of the ASX as in force from time to time;

"**Controlled Entity**" means any company, fund or other entity under the full and effective control or for the benefit of the Holder or one or more of his or her immediate family members (including his or her spouse);

"**Escrow Period**" means the period set out in Item 3 of the schedule;

"**Holding Lock**" has the meaning given by section 2 of the ASX Settlement Operating Rules;

"**Restricted Securities**" means the securities set out in Item 4 of the schedule (as appropriately adjusted in accordance with the ASX listing rules for any reorganisation of capital undertaken by the Company):

- (a) less any securities in respect of which a waiver under clause 6.6 is given; and
- (b) less any securities released under clause 3.4;

"**Security Interest**" means a mortgage, lien, pledge, charge, hypothecation or other security interest (or an agreement or commitment to create any of them); and

"**Schedule**" means the schedule to this deed.

**Interpretation**

1.2 In this deed:

1.2.1 the singular includes the plural and vice versa;

1.2.2 a reference to a party includes its successors, personal representative and transferees;

1.2.3 words and expressions defined in the ASX Listing Rules, and not in this deed, have the meanings given to them in the ASX Listing Rules; and

1.2.4 every warranty or agreement (express or implied) in which more than one person joins, binds them individually and any combination of them as a group.

## **2. ESCROW RESTRICTIONS**

### **Holder restrictions**

2.1 During the Escrow Period, the Holder must not do any of the following:

2.1.1 dispose of, or agree or offer to dispose of, any Restricted Securities;

2.1.2 create, or agree or offer to create, any Security Interest in the Restricted Securities;

2.1.3 do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities; or

2.1.4 participate in a return of capital made by the Company,

except as permitted by clause 3.

### **Perfecting the restrictions**

2.2 The Restricted Securities must be kept on the Company's issuer sponsored sub register. The Holder hereby agrees in writing to the application of a Holding Lock to the Restricted Securities during the Escrow Period.

## **3. EXCEPTIONS TO ESCROW**

### **Takeover bids**

3.1 Notwithstanding clause 2, the Holder may accept a takeover bid (as defined in the *Corporations Act 2001* (Cth)) if all of the following conditions are met:

3.1.1 the offers under the takeover bid are for all of the Company's ordinary shares or for a specified proportion of the Company's ordinary shares;

3.1.2 holders of at least half of the bid class securities that are not restricted securities, either under this deed or any other agreement between the Company and one of its shareholders which imposes similar restrictions, to which the offers relate have accepted the offer; and

3.1.3 if the offer is conditional, the bidder and the Holder agree in writing that a Holding Lock will be re-applied to each Restricted Security that is not unconditionally bought by the bidder under the off-market bid.

### **Scheme of arrangement**

3.2 Notwithstanding clause 2, the Holder's Restricted Securities may be transferred or cancelled in accordance with a merger by way of scheme of arrangement under Part 5.1 of the

*Corporations Act 2001* (Cth) if the Holder agrees in writing that a Holding Lock will be reapplied if the merger does not take effect.

**Other exceptions**

- 3.3 Notwithstanding clause 2, the Holder's Restricted Securities may be transferred pursuant to:
  - 3.3.1 an order of a court or regulator of competent jurisdiction compelling any Restricted Securities to be disposed of or a Security Interest granted over them;
  - 3.3.2 a transfer by the personal representatives of the Holder to whomever such Restricted Securities have been bequeathed, or to the Holder's spouse or any of the Holder's infant children provided that the transferee has previously undertaken to the Company by deed in a form acceptable to the Company to be bound by clause 2 in respect of such Restricted Securities;
  - 3.3.3 a transfer by the Holder to any Controlled Entity, provided that the transfer is made offmarket and the transferee has previously undertaken to the Company by deed in a form acceptable to the Company to be bound by clause 2 in respect of such 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 Company's request it will promptly transfer such Restricted Securities back to the original Holder or another Controlled Entity nominated by the original Holder); and
  - 3.3.4 an action taken with the prior written consent of the Company, such consent not to be unreasonably withheld or delayed, following a representation to the board of the Company by the Holder which demonstrates to the board that the action is necessary to alleviate financial hardship.

**Release**

- 3.4 Notwithstanding clause 2, the Holder will be free to undertake 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 At the end of the Escrow Period, the Company must take such steps as are reasonable to facilitate the release from escrow referred to in this clause including facilitating the removal of any Holding Lock from any such Restricted Securities.

**4. WARRANTIES**

- 4.1 The Holder represents and warrants to the Company at all times during the Escrow Period:
  - 4.1.1 that one of the following applies:
    - 4.1.1.1 the Holder is an individual;
    - 4.1.1.2 the Holder has no controller; or
    - 4.1.1.3 the Holder has a controller which is a nominee or trustee only; and
  - 4.1.2 the Holder has power to enter into and perform the terms of this deed and, if a body corporate, is validly existing under the laws of its place of registration and

has taken all necessary corporate action to authorise the entry into and performance of this deed.

4.2 A breach of any of these warranties is a breach of this deed.

## **5. CONSEQUENCES OF BREACHING THIS DEED**

5.1 If it appears to the Company that the Holder may breach this deed, the Company may take the steps necessary to prevent the breach, or to enforce this deed.

5.2 If the Holder breaches this deed, each of the following applies:

5.2.1 the Company may take the steps necessary to enforce this deed, or to rectify the breach;

5.2.2 the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities; and

5.2.3 the Company may recover damages from the breaching party, to the extent the Company suffers any loss as a result of that breach.

5.3 This is in addition to other rights and remedies of the Company.

## **6. GENERAL**

### **Notices**

6.1 Any notice or communication given to a party under this deed is only given if it is in writing and sent in one of the following ways:

6.1.1 delivered or posted to that party at its address set out in the schedule; or

6.1.2 sent by email to that party at its email address set out in the schedule.

6.2 If a party gives the other party three business days' notice of a change of its address or email address, any notice or communication is only given by that other party if it is delivered, posted or sent by email to the latest address or email address.

6.3 Any notice or communication is to be treated as given at the following time:

6.3.1 if delivered, when it is left at the relevant address;

6.3.2 if it is sent by post, two (or, in the case of a notice or communication posted to another country, nine) business days after it is posted; and

6.3.3 if it is sent by email, on the earlier of the sender receiving an automated message confirming delivery or, provided the sender does not receive an automated message stating that the email has not been delivered, three hours after the time the email was sent by the sender, such time to be determined with reference to the device from which the email was sent.

6.4 However, if any notice or communication is given on a day that is not a business day or after 5.00pm on a business day, in the place of the party to whom it is sent, it is to be treated as having been given at the beginning of the next business day.

**Amendment**

- 6.5 This deed may not be changed or waived without:
  - 6.5.1 the written consent of all parties to it; and
  - 6.5.2 where the ASX has required an escrow to be implemented, then the ASX has also approved the variation.

**Waiver**

- 6.6 The Company may waive at any time any of the restrictions imposed under clause 2:
  - 6.6.1 on such terms and conditions; and
  - 6.6.2 in respect of such number of Restricted Securities,  
as the Company determines, by written notice to the Holder.

**Jurisdiction**

- 6.7 The laws of New South Wales apply to this deed. The parties submit to the jurisdiction of the courts of New South Wales.

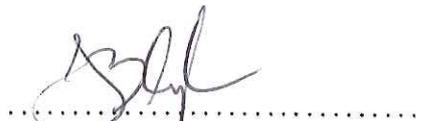
**EXECUTED AS A DEED:**

**DATE:**

Executed by **TOPBETTA HOLDINGS LIMITED ACN 164 521 395** acting by the following persons or, if the seal is affixed, witnessed by the following persons in accordance with s127 of the Corporations Act 2001:

  
.....  
Signature of director

*SIMON DULHUNTY*  
.....  
Name of director (print)

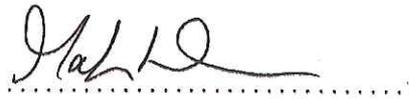
  
.....  
Signature of director/company secretary

*TODD BOULTON*  
.....  
Name of director/company secretary (print)

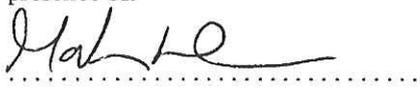
Signed by **MATTHEW CAIN (AS JOINT AND SEVERAL TRUSTEE OF INDIGO INVESTMENTS SUPER FUND)** in the presence of:

  
.....  
Signature of witness

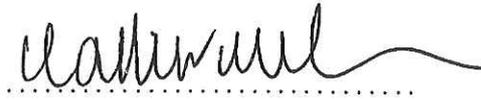
*Catherine Cain*  
.....  
Name of witness (print)

  
.....  
Signature of Matthew Cain

Signed by **CATHERINE CAIN (AS JOINT AND SEVERAL TRUSTEE OF INDIGO INVESTMENTS SUPER FUND)** in the presence of:

  
.....  
Signature of witness

*Matthew L. CAIN*  
.....  
Name of witness (print)

  
.....  
Signature of Catherine Cain

## SCHEDULE

- 1 Company's name and address: TopBeta Holdings Limited ACN 164 521 395  
Address: 83B Regent Street, New Lambton, NSW 2305
- 2 Holder's name and address: Name: Matthew Lucas Cain  
Name: Catherine Holly Cain  
Address: PO Box 18240, Collins Street East, Victoria 8003  
Email: mcain@ferghanacapital.com.au
- 3 Escrow Period: A period of 24 months from the date on which the  
Company's Shares are quoted on ASX.
- 4 Particulars of Restricted Securities: 295,000 of the fully paid ordinary shares in the capital of the  
Company.



**DATED**

**2015**

**(1) TOPBETTA HOLDINGS LIMITED**

**- and -**

**(2) MICHAEL COSTA**

**VOLUNTARY RESTRICTION DEED**

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THIS DEED is made on

2015

**BETWEEN:**

- (1) The Party described in Item 1 of the schedule ("**Company**")
- (2) The Party described in Item 2 of the schedule ("**Holder**")

**BACKGROUND:**

A The Holder voluntarily agrees to hold the Restricted Securities as set out in this deed.

**IT IS AGREED:**

**1. DEFINITIONS AND INTERPRETATION**

**Definitions**

1.1 In this deed:

"**ASX**" means ASX Limited;

"**ASX Listing Rules**" means the official Listing Rules of the ASX as in force from time to time;

"**Controlled Entity**" means any company, fund or other entity under the full and effective control or for the benefit of the Holder or one or more of his or her immediate family members (including his or her spouse);

"**Escrow Period**" means the period set out in Item 3 of the schedule;

"**Holding Lock**" has the meaning given by section 2 of the ASX Settlement Operating Rules;

"**Restricted Securities**" means the securities set out in Item 4 of the schedule (as appropriately adjusted in accordance with the ASX listing rules for any reorganisation of capital undertaken by the Company):

- (a) less any securities in respect of which a waiver under clause 6.6 is given; and
- (b) less any securities released under clause 3.4;

"**Security Interest**" means a mortgage, lien, pledge, charge, hypothecation or other security interest (or an agreement or commitment to create any of them); and

"**Schedule**" means the schedule to this deed.

**Interpretation**

1.2 In this deed:

- 1.2.1 the singular includes the plural and vice versa;

- 1.2.2 a reference to a party includes its successors, personal representative and transferees;
- 1.2.3 words and expressions defined in the ASX Listing Rules, and not in this deed, have the meanings given to them in the ASX Listing Rules; and
- 1.2.4 every warranty or agreement (express or implied) in which more than one person joins, binds them individually and any combination of them as a group.

## **2. ESCROW RESTRICTIONS**

### **Holder restrictions**

2.1 During the Escrow Period, the Holder must not do any of the following:

- 2.1.1 dispose of, or agree or offer to dispose of, any Restricted Securities;
- 2.1.2 create, or agree or offer to create, any Security Interest in the Restricted Securities;
- 2.1.3 do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities; or
- 2.1.4 participate in a return of capital made by the Company,

except as permitted by clause 3.

### **Perfecting the restrictions**

2.2 The Restricted Securities must be kept on the Company's issuer sponsored sub register. The Holder hereby agrees in writing to the application of a Holding Lock to the Restricted Securities during the Escrow Period.

## **3. EXCEPTIONS TO ESCROW**

### **Takeover bids**

3.1 Notwithstanding clause 2, the Holder may accept a takeover bid (as defined in the *Corporations Act 2001* (Cth)) if all of the following conditions are met:

- 3.1.1 the offers under the takeover bid are for all of the Company's ordinary shares or for a specified proportion of the Company's ordinary shares;
- 3.1.2 holders of at least half of the bid class securities that are not restricted securities, either under this deed or any other agreement between the Company and one of its shareholders which imposes similar restrictions, to which the offers relate have accepted the offer; and
- 3.1.3 if the offer is conditional, the bidder and the Holder agree in writing that a Holding Lock will be re-applied to each Restricted Security that is not unconditionally bought by the bidder under the off-market bid.

### **Scheme of arrangement**

- 3.2 Notwithstanding clause 2, the Holder's Restricted Securities may be transferred or cancelled in accordance with a merger by way of scheme of arrangement under Part 5.1 of the *Corporations Act 2001* (Cth) if the Holder agrees in writing that a Holding Lock will be re-applied if the merger does not take effect.

### **Other exceptions**

- 3.3 Notwithstanding clause 2, the Holder's Restricted Securities may be transferred pursuant to:
- 3.3.1 an order of a court or regulator of competent jurisdiction compelling any Restricted Securities to be disposed of or a Security Interest granted over them;
  - 3.3.2 a transfer by the personal representatives of the Holder to whomever such Restricted Securities have been bequeathed, or to the Holder's spouse or any of the Holder's infant children provided that the transferee has previously undertaken to the Company by deed in a form acceptable to the Company to be bound by clause 2 in respect of such Restricted Securities;
  - 3.3.3 a transfer by the Holder to any Controlled Entity, provided that the transfer is made off-market and the transferee has previously undertaken to the Company by deed in a form acceptable to the Company to be bound by clause 2 in respect of such 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 Company's request it will promptly transfer such Restricted Securities back to the original Holder or another Controlled Entity nominated by the original Holder); and
  - 3.3.4 an action taken with the prior written consent of the Company, such consent not to be unreasonably withheld or delayed, following a representation to the board of the Company by the Holder which demonstrates to the board that the action is necessary to alleviate financial hardship.

### **Release**

- 3.4 Notwithstanding clause 2, the Holder will be free to undertake 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 At the end of the Escrow Period, the Company must take such steps as are reasonable to facilitate the release from escrow referred to in this clause including facilitating the removal of any Holding Lock from any such Restricted Securities.

## **4. WARRANTIES**

- 4.1 The Holder represents and warrants to the Company at all times during the Escrow Period:
- 4.1.1 that one of the following applies:
    - 4.1.1.1 the Holder is an individual;
    - 4.1.1.2 the Holder has no controller; or
    - 4.1.1.3 the Holder has a controller which is a nominee or trustee only; and

4.1.2 the Holder has power to enter into and perform the terms of this deed and, if a body corporate, is validly existing under the laws of its place of registration and has taken all necessary corporate action to authorise the entry into and performance of this deed.

4.2 A breach of any of these warranties is a breach of this deed.

## **5. CONSEQUENCES OF BREACHING THIS DEED**

5.1 If it appears to the Company that the Holder may breach this deed, the Company may take the steps necessary to prevent the breach, or to enforce this deed.

5.2 If the Holder breaches this deed, each of the following applies:

5.2.1 the Company may take the steps necessary to enforce this deed, or to rectify the breach;

5.2.2 the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities; and

5.2.3 the Company may recover damages from the breaching party, to the extent the Company suffers any loss as a result of that breach.

5.3 This is in addition to other rights and remedies of the Company.

## **6. GENERAL**

### **Notices**

6.1 Any notice or communication given to a party under this deed is only given if it is in writing and sent in one of the following ways:

6.1.1 delivered or posted to that party at its address set out in the schedule; or

6.1.2 sent by email to that party at its email address set out in the schedule.

6.2 If a party gives the other party three business days' notice of a change of its address or email address, any notice or communication is only given by that other party if it is delivered, posted or sent by email to the latest address or email address.

6.3 Any notice or communication is to be treated as given at the following time:

6.3.1 if delivered, when it is left at the relevant address;

6.3.2 if it is sent by post, two (or, in the case of a notice or communication posted to another country, nine) business days after it is posted; and

6.3.3 if it is sent by email, on the earlier of the sender receiving an automated message confirming delivery or, provided the sender does not receive an automated message stating that the email has not been delivered, three hours after the time the email was sent by the sender, such time to be determined with reference to the device from which the email was sent.

- 6.4 However, if any notice or communication is given on a day that is not a business day or after 5.00pm on a business day, in the place of the party to whom it is sent, it is to be treated as having been given at the beginning of the next business day.

**Amendment**

- 6.5 This deed may not be changed or waived without:
- 6.5.1 the written consent of all parties to it; and
  - 6.5.2 where the ASX has required an escrow to be implemented, then the ASX has also approved the variation.

**Waiver**

- 6.6 The Company may waive at any time any of the restrictions imposed under clause 2:
- 6.6.1 on such terms and conditions; and
  - 6.6.2 in respect of such number of Restricted Securities,
- as the Company determines, by written notice to the Holder.

**Jurisdiction**

- 6.7 The laws of New South Wales apply to this deed. The parties submit to the jurisdiction of the courts of New South Wales.

**EXECUTED AS A DEED:**

**DATE:**

Executed by **TOPBETTA HOLDINGS LIMITED ACN 164 521 395** acting by the following persons or, if the seal is affixed, witnessed by the following persons in accordance with s127 of the Corporations Act 2001:

*Simon Dulhunty*  
.....  
Signature of director

*SIMON DULHUNTY*  
.....  
Name of director (print)

*Todd Buchanan*  
.....  
Signature of director/company secretary

*TODD BUCHANAN*  
.....  
Name of director/company secretary (print)

Signed by **MICHAEL COSTA** in the presence of:

*Deborah Costa*  
.....  
Signature of witness

*Deborah Costa*  
.....  
Name of witness (print)

*Michael Costa*  
.....  
Signature of Michael Costa

## SCHEDULE

- 1 Company's name and address: TopBetta Holdings Limited ACN 164 521 395  
Address: 83B Regent Street, New Lambton, NSW 2305
- 2 Holder's name and address: Name: Michael Costa  
Address: 6 Ellerstone Court, Kellyville, NSW 2155  
Email: fuzzeemic@gmail.com
- 3 Escrow Period: A period of 24 months from the date on which the Company's Shares are quoted on ASX.
- 4 Particulars of Restricted Securities: 157,884 of the fully paid ordinary shares in the capital of the Company.



DATED

8<sup>th</sup> December

2015

**(1) TOPBETTA HOLDINGS LIMITED**

- and -

**(2) MICHAEL PEARCE**

**VOLUNTARY RESTRICTION DEED**

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---

THIS DEED is made on

2015

**BETWEEN:**

- (1) The Party described in Item 1 of the schedule ("**Company**")
- (2) The Party described in Item 2 of the schedule ("**Holder**")

**BACKGROUND:**

A The Holder voluntarily agrees to hold the Restricted Securities as set out in this deed.

**IT IS AGREED:**

**1. DEFINITIONS AND INTERPRETATION**

**Definitions**

1.1 In this deed:

"**ASX**" means ASX Limited;

"**ASX Listing Rules**" means the official Listing Rules of the ASX as in force from time to time;

"**Controlled Entity**" means any company, fund or other entity under the full and effective control or for the benefit of the Holder or one or more of his or her immediate family members (including his or her spouse);

"**Escrow Period**" means the period set out in Item 3 of the schedule;

"**Holding Lock**" has the meaning given by section 2 of the ASX Settlement Operating Rules;

"**Restricted Securities**" means the securities set out in Item 4 of the schedule (as appropriately adjusted in accordance with the ASX listing rules for any reorganisation of capital undertaken by the Company):

- (a) less any securities in respect of which a waiver under clause 6.6 is given; and
- (b) less any securities released under clause 3.4;

"**Security Interest**" means a mortgage, lien, pledge, charge, hypothecation or other security interest (or an agreement or commitment to create any of them); and

"**Schedule**" means the schedule to this deed.

**Interpretation**

1.2 In this deed:

1.2.1 the singular includes the plural and vice versa;

1.2.2 a reference to a party includes its successors, personal representative and transferees;

- 1.2.3 words and expressions defined in the ASX Listing Rules, and not in this deed, have the meanings given to them in the ASX Listing Rules; and
- 1.2.4 every warranty or agreement (express or implied) in which more than one person joins, binds them individually and any combination of them as a group.

## **2. ESCROW RESTRICTIONS**

### **Holder restrictions**

- 2.1 During the Escrow Period, the Holder must not do any of the following:
  - 2.1.1 dispose of, or agree or offer to dispose of, any Restricted Securities;
  - 2.1.2 create, or agree or offer to create, any Security Interest in the Restricted Securities;
  - 2.1.3 do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities; or
  - 2.1.4 participate in a return of capital made by the Company,except as permitted by clause 3.

### **Perfecting the restrictions**

- 2.2 The Restricted Securities must be kept on the Company's issuer sponsored sub register. The Holder hereby agrees in writing to the application of a Holding Lock to the Restricted Securities during the Escrow Period.

## **3. EXCEPTIONS TO ESCROW**

### **Takeover bids**

- 3.1 Notwithstanding clause 2, the Holder may accept a takeover bid (as defined in the *Corporations Act 2001* (Cth)) if all of the following conditions are met:
  - 3.1.1 the offers under the takeover bid are for all of the Company's ordinary shares or for a specified proportion of the Company's ordinary shares;
  - 3.1.2 holders of at least half of the bid class securities that are not restricted securities, either under this deed or any other agreement between the Company and one of its shareholders which imposes similar restrictions, to which the offers relate have accepted the offer; and
  - 3.1.3 if the offer is conditional, the bidder and the Holder agree in writing that a Holding Lock will be re-applied to each Restricted Security that is not unconditionally bought by the bidder under the off-market bid.

### **Scheme of arrangement**

- 3.2 Notwithstanding clause 2, the Holder's Restricted Securities may be transferred or cancelled in accordance with a merger by way of scheme of arrangement under Part 5.1 of the

*Corporations Act 2001* (Cth) if the Holder agrees in writing that a Holding Lock will be reapplied if the merger does not take effect.

#### **Other exceptions**

- 3.3 Notwithstanding clause 2, the Holder's Restricted Securities may be transferred pursuant to:
- 3.3.1 an order of a court or regulator of competent jurisdiction compelling any Restricted Securities to be disposed of or a Security Interest granted over them;
  - 3.3.2 a transfer by the personal representatives of the Holder to whomever such Restricted Securities have been bequeathed, or to the Holder's spouse or any of the Holder's infant children provided that the transferee has previously undertaken to the Company by deed in a form acceptable to the Company to be bound by clause 2 in respect of such Restricted Securities;
  - 3.3.3 a transfer by the Holder to any Controlled Entity, provided that the transfer is made offmarket and the transferee has previously undertaken to the Company by deed in a form acceptable to the Company to be bound by clause 2 in respect of such 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 Company's request it will promptly transfer such Restricted Securities back to the original Holder or another Controlled Entity nominated by the original Holder); and
  - 3.3.4 an action taken with the prior written consent of the Company, such consent not to be unreasonably withheld or delayed, following a representation to the board of the Company by the Holder which demonstrates to the board that the action is necessary to alleviate financial hardship.

#### **Release**

- 3.4 Notwithstanding clause 2, the Holder will be free to undertake 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 At the end of the Escrow Period, the Company must take such steps as are reasonable to facilitate the release from escrow referred to in this clause including facilitating the removal of any Holding Lock from any such Restricted Securities.

#### **4. WARRANTIES**

- 4.1 The Holder represents and warrants to the Company at all times during the Escrow Period:
- 4.1.1 that one of the following applies:
    - 4.1.1.1 the Holder is an individual;
    - 4.1.1.2 the Holder has no controller; or
    - 4.1.1.3 the Holder has a controller which is a nominee or trustee only; and
  - 4.1.2 the Holder has power to enter into and perform the terms of this deed and, if a body corporate, is validly existing under the laws of its place of registration and

has taken all necessary corporate action to authorise the entry into and performance of this deed.

4.2 A breach of any of these warranties is a breach of this deed.

## **5. CONSEQUENCES OF BREACHING THIS DEED**

5.1 If it appears to the Company that the Holder may breach this deed, the Company may take the steps necessary to prevent the breach, or to enforce this deed.

5.2 If the Holder breaches this deed, each of the following applies:

5.2.1 the Company may take the steps necessary to enforce this deed, or to rectify the breach;

5.2.2 the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities; and

5.2.3 the Company may recover damages from the breaching party, to the extent the Company suffers any loss as a result of that breach.

5.3 This is in addition to other rights and remedies of the Company.

## **6. GENERAL**

### **Notices**

6.1 Any notice or communication given to a party under this deed is only given if it is in writing and sent in one of the following ways:

6.1.1 delivered or posted to that party at its address set out in the schedule; or

6.1.2 sent by email to that party at its email address set out in the schedule.

6.2 If a party gives the other party three business days' notice of a change of its address or email address, any notice or communication is only given by that other party if it is delivered, posted or sent by email to the latest address or email address.

6.3 Any notice or communication is to be treated as given at the following time:

6.3.1 if delivered, when it is left at the relevant address;

6.3.2 if it is sent by post, two (or, in the case of a notice or communication posted to another country, nine) business days after it is posted; and

6.3.3 if it is sent by email, on the earlier of the sender receiving an automated message confirming delivery or, provided the sender does not receive an automated message stating that the email has not been delivered, three hours after the time the email was sent by the sender, such time to be determined with reference to the device from which the email was sent.

6.4 However, if any notice or communication is given on a day that is not a business day or after 5.00pm on a business day, in the place of the party to whom it is sent, it is to be treated as having been given at the beginning of the next business day.

### **Amendment**

- 6.5 This deed may not be changed or waived without:
- 6.5.1 the written consent of all parties to it; and
  - 6.5.2 where the ASX has required an escrow to be implemented, then the ASX has also approved the variation.

### **Waiver**

- 6.6 The Company may waive at any time any of the restrictions imposed under clause 2:
- 6.6.1 on such terms and conditions; and
  - 6.6.2 in respect of such number of Restricted Securities,  
as the Company determines, by written notice to the Holder.

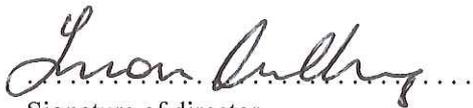
### **Jurisdiction**

- 6.7 The laws of New South Wales apply to this deed. The parties submit to the jurisdiction of the courts of New South Wales.

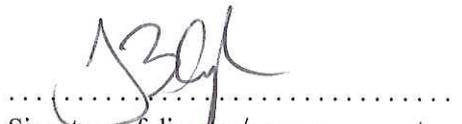
**EXECUTED AS A DEED:**

**DATE:**

Executed by **TOPBETTA HOLDINGS LIMITED ACN 164 521 395** acting by the following persons or, if the seal is affixed, witnessed by the following persons in accordance with s127 of the Corporations Act 2001:

  
.....  
Signature of director

*SIMON DUHANY*  
.....  
Name of director (print)

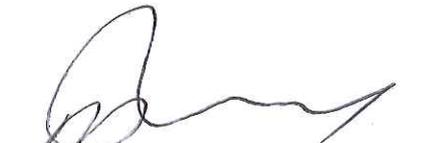
  
.....  
Signature of director/company secretary

*TODD BUCHANAN*  
.....  
Name of director/company secretary (print)

Signed by **MICHAEL PEARCE** in the presence of:

  
.....  
Signature of witness

*TODD BUCHANAN*  
.....  
Name of witness (print)

  
.....  
Signature of Michael Pearce

**SCHEDULE**

- 1 Company's name and address: TopBeta Holdings Limited ACN 164 521 395  
Address: 83B Regent Street, New Lambton, NSW 2305
- 2 Holder's name and address: Name: Michael Guy Pearce  
Address: 51 Rosamond Street, Maryland, NSW 2287  
Email: **[insert]**
- 3 Escrow Period: A period of 24 months from the date on which the  
Company's Shares are quoted on ASX.
- 4 Particulars of Restricted Securities: 1,461,519 of the fully paid ordinary shares in the capital of  
the Company.



**DATED**

**2015**

**(1) TOPBETTA HOLDINGS LIMITED**

**- and -**

**(2) NEIL RICHARDSON**

**VOLUNTARY RESTRICTION DEED**

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**THIS DEED** is made on

2015

**BETWEEN:**

- (1) The Party described in Item 1 of the schedule ("**Company**")
- (2) The Party described in Item 2 of the schedule ("**Holder**")

**BACKGROUND:**

A The Holder voluntarily agrees to hold the Restricted Securities as set out in this deed.

**IT IS AGREED:**

**1. DEFINITIONS AND INTERPRETATION**

**Definitions**

1.1 In this deed:

"**ASX**" means ASX Limited;

"**ASX Listing Rules**" means the official Listing Rules of the ASX as in force from time to time;

"**Controlled Entity**" means any company, fund or other entity under the full and effective control or for the benefit of the Holder or one or more of his or her immediate family members (including his or her spouse);

"**Escrow Period**" means the period set out in Item 3 of the schedule;

"**Holding Lock**" has the meaning given by section 2 of the ASX Settlement Operating Rules;

"**Restricted Securities**" means the securities set out in Item 4 of the schedule (as appropriately adjusted in accordance with the ASX listing rules for any reorganisation of capital undertaken by the Company):

- (a) less any securities in respect of which a waiver under clause 6.6 is given; and
- (b) less any securities released under clause 3.4;

"**Security Interest**" means a mortgage, lien, pledge, charge, hypothecation or other security interest (or an agreement or commitment to create any of them); and

"**Schedule**" means the schedule to this deed.

**Interpretation**

1.2 In this deed:

1.2.1 the singular includes the plural and vice versa;

1.2.2 a reference to a party includes its successors, personal representative and transferees;

- 1.2.3 words and expressions defined in the ASX Listing Rules, and not in this deed, have the meanings given to them in the ASX Listing Rules; and
- 1.2.4 every warranty or agreement (express or implied) in which more than one person joins, binds them individually and any combination of them as a group.

## **2. ESCROW RESTRICTIONS**

### **Holder restrictions**

- 2.1 During the Escrow Period, the Holder must not do any of the following:
  - 2.1.1 dispose of, or agree or offer to dispose of, any Restricted Securities;
  - 2.1.2 create, or agree or offer to create, any Security Interest in the Restricted Securities;
  - 2.1.3 do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities; or
  - 2.1.4 participate in a return of capital made by the Company,except as permitted by clause 3.

### **Perfecting the restrictions**

- 2.2 The Restricted Securities must be kept on the Company's issuer sponsored sub register. The Holder hereby agrees in writing to the application of a Holding Lock to the Restricted Securities during the Escrow Period.

## **3. EXCEPTIONS TO ESCROW**

### **Takeover bids**

- 3.1 Notwithstanding clause 2, the Holder may accept a takeover bid (as defined in the *Corporations Act 2001* (Cth)) if all of the following conditions are met:
  - 3.1.1 the offers under the takeover bid are for all of the Company's ordinary shares or for a specified proportion of the Company's ordinary shares;
  - 3.1.2 holders of at least half of the bid class securities that are not restricted securities, either under this deed or any other agreement between the Company and one of its shareholders which imposes similar restrictions, to which the offers relate have accepted the offer; and
  - 3.1.3 if the offer is conditional, the bidder and the Holder agree in writing that a Holding Lock will be re-applied to each Restricted Security that is not unconditionally bought by the bidder under the off-market bid.

### **Scheme of arrangement**

- 3.2 Notwithstanding clause 2, the Holder's Restricted Securities may be transferred or cancelled in accordance with a merger by way of scheme of arrangement under Part 5.1 of the

*Corporations Act 2001* (Cth) if the Holder agrees in writing that a Holding Lock will be reapplied if the merger does not take effect.

#### **Other exceptions**

- 3.3 Notwithstanding clause 2, the Holder's Restricted Securities may be transferred pursuant to:
- 3.3.1 an order of a court or regulator of competent jurisdiction compelling any Restricted Securities to be disposed of or a Security Interest granted over them;
  - 3.3.2 a transfer by the personal representatives of the Holder to whomever such Restricted Securities have been bequeathed, or to the Holder's spouse or any of the Holder's infant children provided that the transferee has previously undertaken to the Company by deed in a form acceptable to the Company to be bound by clause 2 in respect of such Restricted Securities;
  - 3.3.3 a transfer by the Holder to any Controlled Entity, provided that the transfer is made offmarket and the transferee has previously undertaken to the Company by deed in a form acceptable to the Company to be bound by clause 2 in respect of such 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 Company's request it will promptly transfer such Restricted Securities back to the original Holder or another Controlled Entity nominated by the original Holder); and
  - 3.3.4 an action taken with the prior written consent of the Company, such consent not to be unreasonably withheld or delayed, following a representation to the board of the Company by the Holder which demonstrates to the board that the action is necessary to alleviate financial hardship.

#### **Release**

- 3.4 Notwithstanding clause 2, the Holder will be free to undertake 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 At the end of the Escrow Period, the Company must take such steps as are reasonable to facilitate the release from escrow referred to in this clause including facilitating the removal of any Holding Lock from any such Restricted Securities.

#### **4. WARRANTIES**

- 4.1 The Holder represents and warrants to the Company at all times during the Escrow Period:
- 4.1.1 that one of the following applies:
    - 4.1.1.1 the Holder is an individual;
    - 4.1.1.2 the Holder has no controller; or
    - 4.1.1.3 the Holder has a controller which is a nominee or trustee only; and
  - 4.1.2 the Holder has power to enter into and perform the terms of this deed and, if a body corporate, is validly existing under the laws of its place of registration and

has taken all necessary corporate action to authorise the entry into and performance of this deed.

4.2 A breach of any of these warranties is a breach of this deed.

## **5. CONSEQUENCES OF BREACHING THIS DEED**

5.1 If it appears to the Company that the Holder may breach this deed, the Company may take the steps necessary to prevent the breach, or to enforce this deed.

5.2 If the Holder breaches this deed, each of the following applies:

5.2.1 the Company may take the steps necessary to enforce this deed, or to rectify the breach;

5.2.2 the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities; and

5.2.3 the Company may recover damages from the breaching party, to the extent the Company suffers any loss as a result of that breach.

5.3 This is in addition to other rights and remedies of the Company.

## **6. GENERAL**

### **Notices**

6.1 Any notice or communication given to a party under this deed is only given if it is in writing and sent in one of the following ways:

6.1.1 delivered or posted to that party at its address set out in the schedule; or

6.1.2 sent by email to that party at its email address set out in the schedule.

6.2 If a party gives the other party three business days' notice of a change of its address or email address, any notice or communication is only given by that other party if it is delivered, posted or sent by email to the latest address or email address.

6.3 Any notice or communication is to be treated as given at the following time:

6.3.1 if delivered, when it is left at the relevant address;

6.3.2 if it is sent by post, two (or, in the case of a notice or communication posted to another country, nine) business days after it is posted; and

6.3.3 if it is sent by email, on the earlier of the sender receiving an automated message confirming delivery or, provided the sender does not receive an automated message stating that the email has not been delivered, three hours after the time the email was sent by the sender, such time to be determined with reference to the device from which the email was sent.

6.4 However, if any notice or communication is given on a day that is not a business day or after 5.00pm on a business day, in the place of the party to whom it is sent, it is to be treated as having been given at the beginning of the next business day.

### **Amendment**

- 6.5 This deed may not be changed or waived without:
- 6.5.1 the written consent of all parties to it; and
  - 6.5.2 where the ASX has required an escrow to be implemented, then the ASX has also approved the variation.

### **Waiver**

- 6.6 The Company may waive at any time any of the restrictions imposed under clause 2:
- 6.6.1 on such terms and conditions; and
  - 6.6.2 in respect of such number of Restricted Securities,  
as the Company determines, by written notice to the Holder.

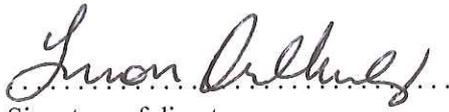
### **Jurisdiction**

- 6.7 The laws of New South Wales apply to this deed. The parties submit to the jurisdiction of the courts of New South Wales.

**EXECUTED AS A DEED:**

**DATE:**

Executed by **TOPBETTA HOLDINGS LIMITED ACN 164 521 395** acting by the following persons or, if the seal is affixed, witnessed by the following persons in accordance with s127 of the Corporations Act 2001:



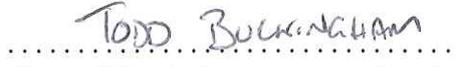
Signature of director



Name of director (print)

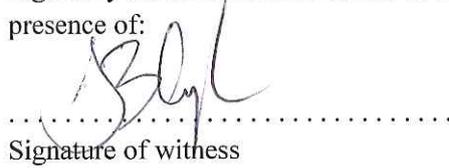


Signature of director/company secretary

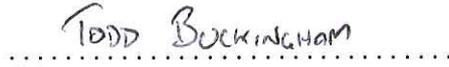


Name of director/company secretary (print)

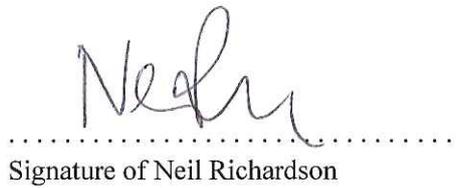
Signed by **NEIL RICHARDSON** in the presence of:



Signature of witness



Name of witness (print)



Signature of Neil Richardson

**SCHEDULE**

- 1 Company's name and address: TopBeta Holdings Limited ACN 164 521 395  
Address: 83B Regent Street, New Lambton, NSW 2305
- 2 Holder's name and address: Name: Neil Richardson  
Address: 37 Kinross Avenue, Adamstown Heights, NSW 2289  
Email: *insert*
- 3 Escrow Period: A period of 24 months from the date on which the Company's Shares are quoted on ASX.
- 4 Particulars of Restricted Securities: 105,315 of the fully paid ordinary shares in the capital of the Company.



**DATED**

**2015**

**(1) TOPBETTA HOLDINGS LIMITED**

**- and -**

**(2) OLIVER SHANAHAN**

**VOLUNTARY RESTRICTION DEED**

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**THIS DEED** is made on

2015

**BETWEEN:**

- (1) The Party described in Item 1 of the schedule ("**Company**")
- (2) The Party described in Item 2 of the schedule ("**Holder**")

**BACKGROUND:**

A The Holder voluntarily agrees to hold the Restricted Securities as set out in this deed.

**IT IS AGREED:**

**1. DEFINITIONS AND INTERPRETATION**

**Definitions**

1.1 In this deed:

"**ASX**" means ASX Limited;

"**ASX Listing Rules**" means the official Listing Rules of the ASX as in force from time to time;

"**Controlled Entity**" means any company, fund or other entity under the full and effective control or for the benefit of the Holder or one or more of his or her immediate family members (including his or her spouse);

"**Escrow Period**" means the period set out in Item 3 of the schedule;

"**Holding Lock**" has the meaning given by section 2 of the ASX Settlement Operating Rules;

"**Restricted Securities**" means the securities set out in Item 4 of the schedule (as appropriately adjusted in accordance with the ASX listing rules for any reorganisation of capital undertaken by the Company):

- (a) less any securities in respect of which a waiver under clause 6.6 is given; and
- (b) less any securities released under clause 3.4;

"**Security Interest**" means a mortgage, lien, pledge, charge, hypothecation or other security interest (or an agreement or commitment to create any of them); and

"**Schedule**" means the schedule to this deed.

**Interpretation**

1.2 In this deed:

1.2.1 the singular includes the plural and vice versa;

1.2.2 a reference to a party includes its successors, personal representative and transferees;

- 1.2.3 words and expressions defined in the ASX Listing Rules, and not in this deed, have the meanings given to them in the ASX Listing Rules; and
- 1.2.4 every warranty or agreement (express or implied) in which more than one person joins, binds them individually and any combination of them as a group.

## **2. ESCROW RESTRICTIONS**

### **Holder restrictions**

- 2.1 During the Escrow Period, the Holder must not do any of the following:
  - 2.1.1 dispose of, or agree or offer to dispose of, any Restricted Securities;
  - 2.1.2 create, or agree or offer to create, any Security Interest in the Restricted Securities;
  - 2.1.3 do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities; or
  - 2.1.4 participate in a return of capital made by the Company,except as permitted by clause 3.

### **Perfecting the restrictions**

- 2.2 The Restricted Securities must be kept on the Company's issuer sponsored sub register. The Holder hereby agrees in writing to the application of a Holding Lock to the Restricted Securities during the Escrow Period.

## **3. EXCEPTIONS TO ESCROW**

### **Takeover bids**

- 3.1 Notwithstanding clause 2, the Holder may accept a takeover bid (as defined in the *Corporations Act 2001* (Cth)) if all of the following conditions are met:
  - 3.1.1 the offers under the takeover bid are for all of the Company's ordinary shares or for a specified proportion of the Company's ordinary shares;
  - 3.1.2 holders of at least half of the bid class securities that are not restricted securities, either under this deed or any other agreement between the Company and one of its shareholders which imposes similar restrictions, to which the offers relate have accepted the offer; and
  - 3.1.3 if the offer is conditional, the bidder and the Holder agree in writing that a Holding Lock will be re-applied to each Restricted Security that is not unconditionally bought by the bidder under the off-market bid.

### **Scheme of arrangement**

- 3.2 Notwithstanding clause 2, the Holder's Restricted Securities may be transferred or cancelled in accordance with a merger by way of scheme of arrangement under Part 5.1 of the

*Corporations Act 2001* (Cth) if the Holder agrees in writing that a Holding Lock will be reapplied if the merger does not take effect.

#### **Other exceptions**

- 3.3 Notwithstanding clause 2, the Holder's Restricted Securities may be transferred pursuant to:
- 3.3.1 an order of a court or regulator of competent jurisdiction compelling any Restricted Securities to be disposed of or a Security Interest granted over them;
  - 3.3.2 a transfer by the personal representatives of the Holder to whomever such Restricted Securities have been bequeathed, or to the Holder's spouse or any of the Holder's infant children provided that the transferee has previously undertaken to the Company by deed in a form acceptable to the Company to be bound by clause 2 in respect of such Restricted Securities;
  - 3.3.3 a transfer by the Holder to any Controlled Entity, provided that the transfer is made offmarket and the transferee has previously undertaken to the Company by deed in a form acceptable to the Company to be bound by clause 2 in respect of such 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 Company's request it will promptly transfer such Restricted Securities back to the original Holder or another Controlled Entity nominated by the original Holder); and
  - 3.3.4 an action taken with the prior written consent of the Company, such consent not to be unreasonably withheld or delayed, following a representation to the board of the Company by the Holder which demonstrates to the board that the action is necessary to alleviate financial hardship.

#### **Release**

- 3.4 Notwithstanding clause 2, the Holder will be free to undertake 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 At the end of the Escrow Period, the Company must take such steps as are reasonable to facilitate the release from escrow referred to in this clause including facilitating the removal of any Holding Lock from any such Restricted Securities.

#### **4. WARRANTIES**

- 4.1 The Holder represents and warrants to the Company at all times during the Escrow Period:
- 4.1.1 that one of the following applies:
    - 4.1.1.1 the Holder is an individual;
    - 4.1.1.2 the Holder has no controller; or
    - 4.1.1.3 the Holder has a controller which is a nominee or trustee only; and
  - 4.1.2 the Holder has power to enter into and perform the terms of this deed and, if a body corporate, is validly existing under the laws of its place of registration and

has taken all necessary corporate action to authorise the entry into and performance of this deed.

4.2 A breach of any of these warranties is a breach of this deed.

## **5. CONSEQUENCES OF BREACHING THIS DEED**

5.1 If it appears to the Company that the Holder may breach this deed, the Company may take the steps necessary to prevent the breach, or to enforce this deed.

5.2 If the Holder breaches this deed, each of the following applies:

5.2.1 the Company may take the steps necessary to enforce this deed, or to rectify the breach;

5.2.2 the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities; and

5.2.3 the Company may recover damages from the breaching party, to the extent the Company suffers any loss as a result of that breach.

5.3 This is in addition to other rights and remedies of the Company.

## **6. GENERAL**

### **Notices**

6.1 Any notice or communication given to a party under this deed is only given if it is in writing and sent in one of the following ways:

6.1.1 delivered or posted to that party at its address set out in the schedule; or

6.1.2 sent by email to that party at its email address set out in the schedule.

6.2 If a party gives the other party three business days' notice of a change of its address or email address, any notice or communication is only given by that other party if it is delivered, posted or sent by email to the latest address or email address.

6.3 Any notice or communication is to be treated as given at the following time:

6.3.1 if delivered, when it is left at the relevant address;

6.3.2 if it is sent by post, two (or, in the case of a notice or communication posted to another country, nine) business days after it is posted; and

6.3.3 if it is sent by email, on the earlier of the sender receiving an automated message confirming delivery or, provided the sender does not receive an automated message stating that the email has not been delivered, three hours after the time the email was sent by the sender, such time to be determined with reference to the device from which the email was sent.

6.4 However, if any notice or communication is given on a day that is not a business day or after 5.00pm on a business day, in the place of the party to whom it is sent, it is to be treated as having been given at the beginning of the next business day.

### **Amendment**

- 6.5 This deed may not be changed or waived without:
- 6.5.1 the written consent of all parties to it; and
  - 6.5.2 where the ASX has required an escrow to be implemented, then the ASX has also approved the variation.

### **Waiver**

- 6.6 The Company may waive at any time any of the restrictions imposed under clause 2:
- 6.6.1 on such terms and conditions; and
  - 6.6.2 in respect of such number of Restricted Securities,  
as the Company determines, by written notice to the Holder.

### **Jurisdiction**

- 6.7 The laws of New South Wales apply to this deed. The parties submit to the jurisdiction of the courts of New South Wales.

**EXECUTED AS A DEED:**

**DATE:**

Executed by **TOPBETTA HOLDINGS LIMITED ACN 164 521 395** acting by the following persons or, if the seal is affixed, witnessed by the following persons in accordance with s127 of the Corporations Act 2001:



Signature of director

SIMON DVLHUVNY

Name of director (print)

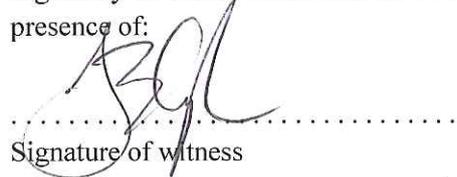


Signature of director/company secretary

TODD BUCKINGHAM

Name of director/company secretary (print)

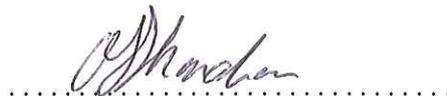
Signed by **OLIVER SHANAHAN** in the presence of:



Signature of witness

TODD BUCKINGHAM

Name of witness (print)



Signature of Oliver Shanahan

**SCHEDULE**

- 1 Company's name and address: TopBeta Holdings Limited ACN 164 521 395  
Address: 83B Regent Street, New Lambton, NSW 2305
- 2 Holder's name and address: Name: Oliver Shanahan  
Address: 39 Valencia Street, Mayfield, NSW 2304  
Email: oliver@topbeta.com
- 3 Escrow Period: A period of 24 months from the date on which the  
Company's Shares are quoted on ASX.
- 4 Particulars of Restricted Securities: 2,139,842 of the fully paid ordinary shares in the capital of  
the Company.



DATED

8<sup>th</sup> December

2015

(1) TOPBETTA HOLDINGS LIMITED

- and -

(2) TODD BUCKINGHAM

**VOLUNTARY RESTRICTION DEED**

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THIS DEED is made on

2015

**BETWEEN:**

- (1) The Party described in Item 1 of the schedule ("**Company**")
- (2) The Party described in Item 2 of the schedule ("**Holder**")

**BACKGROUND:**

A The Holder voluntarily agrees to hold the Restricted Securities as set out in this deed.

**IT IS AGREED:**

**1. DEFINITIONS AND INTERPRETATION**

**Definitions**

1.1 In this deed:

"**ASX**" means ASX Limited;

"**ASX Listing Rules**" means the official Listing Rules of the ASX as in force from time to time;

"**Controlled Entity**" means any company, fund or other entity under the full and effective control or for the benefit of the Holder, or one or more of his or her immediate family members (including his or her spouse);

"**Escrow Period**" means the period set out in Item 3 of the schedule;

"**Holding Lock**" has the meaning given by section 2 of the ASX Settlement Operating Rules;

"**Restricted Securities**" means the securities set out in Item 4 of the schedule (as appropriately adjusted in accordance with the ASX listing rules for any reorganisation of capital undertaken by the Company):

- (a) less any securities in respect of which a waiver under clause 6.6 is given; and
- (b) less any securities released under clause 3.4;

"**Security Interest**" means a mortgage, lien, pledge, charge, hypothecation or other security interest (or an agreement or commitment to create any of them); and

"**Schedule**" means the schedule to this deed.

**Interpretation**

1.2 In this deed:

1.2.1 the singular includes the plural and vice versa;

1.2.2 a reference to a party includes its successors, personal representative and transferees;

1.2.3 words and expressions defined in the ASX Listing Rules, and not in this deed, have the meanings given to them in the ASX Listing Rules; and

1.2.4 every warranty or agreement (express or implied) in which more than one person joins, binds them individually and any combination of them as a group.

## **2. ESCROW RESTRICTIONS**

### **Holder restrictions**

2.1 During the Escrow Period, the Holder must not do any of the following:

2.1.1 dispose of, or agree or offer to dispose of, any Restricted Securities;

2.1.2 create, or agree or offer to create, any Security Interest in the Restricted Securities;

2.1.3 do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities; or

2.1.4 participate in a return of capital made by the Company,

except as permitted by clause 3.

### **Perfecting the restrictions**

2.2 The Restricted Securities must be kept on the Company's issuer sponsored sub register. The Holder hereby agrees in writing to the application of a Holding Lock to the Restricted Securities during the Escrow Period.

## **3. EXCEPTIONS TO ESCROW**

### **Takeover bids**

3.1 Notwithstanding clause 2, the Holder may accept a takeover bid (as defined in the *Corporations Act 2001* (Cth)) if all of the following conditions are met:

3.1.1 the offers under the takeover bid are for all of the Company's ordinary shares or for a specified proportion of the Company's ordinary shares;

3.1.2 holders of at least half of the bid class securities that are not restricted securities, either under this deed or any other agreement between the Company and one of its shareholders which imposes similar restrictions, to which the offers relate have accepted the offer; and

3.1.3 if the offer is conditional, the bidder and the Holder agree in writing that a Holding Lock will be re-applied to each Restricted Security that is not unconditionally bought by the bidder under the off-market bid.

### **Scheme of arrangement**

3.2 Notwithstanding clause 2, the Holder's Restricted Securities may be transferred or cancelled in accordance with a merger by way of scheme of arrangement under Part 5.1 of the

*Corporations Act 2001* (Cth) if the Holder agrees in writing that a Holding Lock will be reapplied if the merger does not take effect.

#### **Other exceptions**

- 3.3 Notwithstanding clause 2, the Holder's Restricted Securities may be transferred pursuant to:
- 3.3.1 an order of a court or regulator of competent jurisdiction compelling any Restricted Securities to be disposed of or a Security Interest granted over them;
  - 3.3.2 a transfer by the personal representatives of the Holder to whomever such Restricted Securities have been bequeathed, or to the Holder's spouse or any of the Holder's infant children provided that the transferee has previously undertaken to the Company by deed in a form acceptable to the Company to be bound by clause 2 in respect of such Restricted Securities;
  - 3.3.3 a transfer by the Holder to any Controlled Entity, provided that the transfer is made offmarket and the transferee has previously undertaken to the Company by deed in a form acceptable to the Company to be bound by clause 2 in respect of such 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 Company's request it will promptly transfer such Restricted Securities back to the original Holder or another Controlled Entity nominated by the original Holder); and
  - 3.3.4 an action taken with the prior written consent of the Company, such consent not to be unreasonably withheld or delayed, following a representation to the board of the Company by the Holder which demonstrates to the board that the action is necessary to alleviate financial hardship.

#### **Release**

- 3.4 Notwithstanding clause 2, the Holder will be free to undertake 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 At the end of the Escrow Period, the Company must take such steps as are reasonable to facilitate the release from escrow referred to in this clause including facilitating the removal of any Holding Lock from any such Restricted Securities.

#### **4. WARRANTIES**

- 4.1 The Holder represents and warrants to the Company at all times during the Escrow Period:
- 4.1.1 that one of the following applies:
    - 4.1.1.1 the Holder is an individual;
    - 4.1.1.2 the Holder has no controller; or
    - 4.1.1.3 the Holder has a controller which is a nominee or trustee only; and
  - 4.1.2 the Holder has power to enter into and perform the terms of this deed and, if a body corporate, is validly existing under the laws of its place of registration and

has taken all necessary corporate action to authorise the entry into and performance of this deed.

4.2 A breach of any of these warranties is a breach of this deed.

## **5. CONSEQUENCES OF BREACHING THIS DEED**

5.1 If it appears to the Company that the Holder may breach this deed, the Company may take the steps necessary to prevent the breach, or to enforce this deed.

5.2 If the Holder breaches this deed, each of the following applies:

5.2.1 the Company may take the steps necessary to enforce this deed, or to rectify the breach;

5.2.2 the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities; and

5.2.3 the Company may recover damages from the breaching party, to the extent the Company suffers any loss as a result of that breach.

5.3 This is in addition to other rights and remedies of the Company.

## **6. GENERAL**

### **Notices**

6.1 Any notice or communication given to a party under this deed is only given if it is in writing and sent in one of the following ways:

6.1.1 delivered or posted to that party at its address set out in the schedule; or

6.1.2 sent by email to that party at its email address set out in the schedule.

6.2 If a party gives the other party three business days' notice of a change of its address or email address, any notice or communication is only given by that other party if it is delivered, posted or sent by email to the latest address or email address.

6.3 Any notice or communication is to be treated as given at the following time:

6.3.1 if delivered, when it is left at the relevant address;

6.3.2 if it is sent by post, two (or, in the case of a notice or communication posted to another country, nine) business days after it is posted; and

6.3.3 if it is sent by email, on the earlier of the sender receiving an automated message confirming delivery or, provided the sender does not receive an automated message stating that the email has not been delivered, three hours after the time the email was sent by the sender, such time to be determined with reference to the device from which the email was sent.

6.4 However, if any notice or communication is given on a day that is not a business day or after 5.00pm on a business day, in the place of the party to whom it is sent, it is to be treated as having been given at the beginning of the next business day.

**Amendment**

- 6.5 This deed may not be changed or waived without:
- 6.5.1 the written consent of all parties to it; and
  - 6.5.2 where the ASX has required an escrow to be implemented, then the ASX has also approved the variation.

**Waiver**

- 6.6 The Company may waive at any time any of the restrictions imposed under clause 2:
- 6.6.1 on such terms and conditions; and
  - 6.6.2 in respect of such number of Restricted Securities,
- as the Company determines, by written notice to the Holder.

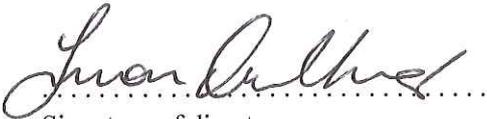
**Jurisdiction**

- 6.7 The laws of New South Wales apply to this deed. The parties submit to the jurisdiction of the courts of New South Wales.

**EXECUTED AS A DEED:**

**DATE:**

Executed by **TOPBETTA HOLDINGS LIMITED ACN 164 521 395** acting by the following persons or, if the seal is affixed, witnessed by the following persons in accordance with s127 of the Corporations Act 2001:



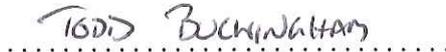
Signature of director



Name of director (print)

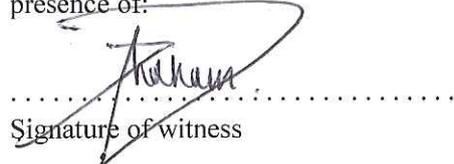


Signature of director/company secretary



Name of director/company secretary (print)

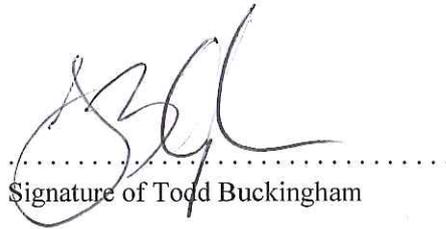
Signed by **TODD BUCKINGHAM** in the presence of:



Signature of witness



Name of witness (print)



Signature of Todd Buckingham

**SCHEDULE**

- 1 Company's name and address: TopBetta Holdings Limited ACN 164 521 395  
Address: 83B Regent Street, New Lambton, NSW 2305
- 2 Holder's name and address: Name: Todd Cameron Buckingham  
Address: 23 Russell Road, New Lambton, NSW 2305  
Email: todd@topbetta.com
- 3 Escrow Period: A period of 24 months from the date on which the  
Company's Shares are quoted on ASX.
- 4 Particulars of Restricted Securities: 2,888,758 of the fully paid ordinary shares in the capital of  
the Company.