



CREDIBLE LABS INC.
(ASX: CRD)

ASX ANNOUNCEMENT
5 August 2019

CREDIBLE LABS INC. ENTERS INTO MERGER AGREEMENT WITH FOX CORPORATION

The Board of Directors of Credible Labs Inc. ("**Credible**" or the "**Company**") (ASX: CRD), the San Francisco based technology company that operates a U.S. consumer finance marketplace, is pleased to announce that the Company has entered into a definitive merger agreement (the "**Merger Agreement**") to be acquired by a subsidiary of Fox Corporation ("**Fox**"), in a transaction that values Credible at a fully diluted equity value of approximately A\$585mm (the "**Transaction**").

Under the terms of the Merger Agreement shareholders will receive A\$2.21 cash per CDI (which represents A\$55.25 per share of common stock in Credible), representing a premium of 12.4% to the VWAP since Credible's quarterly activities report on 31 July 2019, 20.8% to its 60 day-VWAP, 55.0% to its 90 day-VWAP, and 30.8% to the closing stock price the day prior to receipt of Fox's initial confidential proposal on 29 May 2019.

As part of the Transaction, and subject to certain approvals from the ASX, Mr. Stephen Dash (Founder and CEO) will exchange shares equal to 33.33% of Credible's outstanding common stock into units of a newly created Fox subsidiary. Mr. Dash will also receive A\$55.25 per share of common stock in Credible for approximately 1.0 million shares (net of exercise of Mr. Dash's outstanding options), being the maximum number of shares of common stock that Mr. Dash is permitted to sell.

The Transaction is subject to a number of customary closing conditions, including approval by a majority of Credible shareholders (other than Mr. Dash and his affiliates), there being no prohibition on implementing the Transaction, and obtaining all regulatory approvals including certain approvals from the ASX.

A copy of the Merger Agreement is attached to this announcement. The Merger Agreement includes provisions allowing Credible's board of directors (the "**Board**") to consider and negotiate alternative transactions, and in certain circumstances terminate the Merger Agreement to accept a proposal for an alternative transaction, and provisions for the payment of a break fee of US\$4.0mm in certain circumstances.

CREDIBLE'S BOARD AND SPECIAL COMMITTEE UNANIMOUSLY RECOMMENDS THE TRANSACTION

The Board established a special committee of the Board consisting solely of independent and disinterested directors of the Company (the "**Special Committee**") to review, evaluate and negotiate any offer to acquire securities of the Company, and to recommend or not recommend that the Board approve any such offer or other proposal. As part of this review, the Special Committee appointed its own financial and legal advisers, and received a fairness opinion from its financial adviser ("**Fairness Opinion**"). The Fairness Opinion concluded that the consideration to be paid in connection with the Transaction to shareholders (other than to Mr. Dash) is fair from a financial point of view, subject to the various assumptions and qualifications set out in the Fairness Opinion.

Australian shareholders should be aware that the Fairness Opinion was obtained in accordance with U.S. practice, for the purposes of the Special Committee's evaluation of the Transaction only. The Fairness Opinion is not an Australian-standard independent expert's report to shareholders on whether the Transaction is fair and reasonable to the Company's shareholders. Accordingly, the Fairness Opinion should not be relied upon in any way by shareholders as they consider the Transaction.

The Board (acting upon the unanimous recommendation of the Special Committee) has unanimously determined that the Transaction is advisable and in the best interests of the Company and its shareholders, in the absence of a superior proposal.

Consequently, subject to the same qualification, Credible's directors unanimously recommend that shareholders vote in favor of the Transaction, and each director intends to vote all the Credible shares controlled by them in favor of the Transaction. In aggregate, these shareholdings of the directors which they control the votes of account for approximately 13% of the minority votes (excluding Mr. Dash's holdings).

The Board currently recommends that Credible's shareholders vote in favour of the Transaction for the following reasons:

- **Significant premium:** The price of A\$2.21 per CDI represents a premium of:
 - 12.4% over the volume weighted average price of Credible shares since Credible's quarterly activities report on 31 July 2019¹
 - 20.8% over the 60 day volume weighted average price of Credible shares up to and including 2 August 2019¹
 - 55.0% over the 90 day volume weighted average price of Credible shares up to and including 2 August 2019¹
 - 30.8% over the closing stock price the day prior to receipt of Fox's initial confidential proposal on 29 May 2019¹
- **Attractive revenue multiple:** The price of A\$2.21 per CDI equates to an enterprise value to revenue multiple of 10.0x² for the last 12 months revenue to 30 June 2019
- **Certainty of value:** The cash consideration proposal provides Credible shareholders with certainty of value and the opportunity to realise in full their investment in cash
- **Minimal conditionality:** The Transaction has minimal conditions and is not subject to finance conditions nor due diligence
- **Reduced uncertainty:** The Transaction reduces the uncertainty of the Credible business by providing it with access to significant resources from Fox, including a commitment from Fox to invest up to US\$75mm of additional equity funding

Credible's Chairman, Mr. Ron Suber, said "The Board, acting on the unanimous recommendation of the Special Committee, believes the proposed transaction is in the best interests of the Company and its shareholders – and unanimously recommends shareholders vote in favour of the transaction."

Mr. Suber also said "Credible has achieved significant success since its inception. This proposed partnership with Fox will enable Credible to further innovate on its consumer offering and position itself as a leading independent personal finance marketplace in the United States."

INDICATIVE TIMETABLE AND NEXT STEPS

Credible shareholders do not need to take any action at the present time.

The Transaction will be implemented by way of a vote of all shareholders, as well as a vote of all shareholders excluding those interests controlled by the Founder and CEO Mr. Stephen Dash. A notice of the shareholder's meeting is expected to be dispatched in September 2019 and will contain a more detailed explanation of the Transaction. The meeting of Credible's shareholders to consider and vote on the Transaction is expected to occur in October 2019, with closing to occur shortly after. These dates are subject to change.

Highbury Partnership is acting as financial adviser, and DLA Piper is acting as legal adviser, to Credible.

PJT Partners is acting as financial adviser to the Special Committee and has provided a Fairness Opinion to the Special Committee in accordance with U.S. practice. Akin Gump Strauss Hauer & Feld is acting as legal adviser to the Special Committee.

- ENDS

¹ CapitalIQ market data as at 2 August 2019

² AUD/USD exchange rate of 0.680. CapitalIQ market data as at 2 August 2019



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ABOUT CREDIBLE

Credible (ARBN: 621 866 813) is a U.S. company based in San Francisco which operates a consumer finance marketplace that helps consumers save money and make better financial decisions. Credible has developed a proprietary technology platform that is integrated with credit bureaus and financial institutions. Credible has developed a differentiated, and personalised user experience that enables consumers to compare instant, accurate pre-qualified rates from multiple financial institutions for student loans, personal loans and mortgages. For more information, please visit: www.credible.com

ABOUT FOX CORPORATION

Fox Corporation produces and distributes compelling news, sports and entertainment content through its iconic domestic brands including: FOX News, FOX Sports, the FOX Network, and the FOX Television Stations. These brands hold cultural significance with consumers and commercial importance for distributors and advertisers. The breadth and depth of our footprint allows us to deliver content that engages and informs audiences, develops deeper consumer relationships and creates more compelling product offerings. FOX maintains an impressive track record of news, sports, and entertainment industry success that will shape our strategy to capitalize on current strengths and invest in new initiatives. For more information about Fox Corporation, please visit: www.FoxCorporation.com

CAUTIONARY NOTE REGARDING FORWARD LOOKING STATEMENTS

This announcement (and its annexures) may contain forward-looking statements and information, including statements and information relating to the Transaction and our intent, belief or current expectations with respect to Credible's business and operations, market conditions, results of operations and financial condition, specific provisions and risk management practices. Words such as "may," "will," "should," "likely," "anticipates," "expects," "intends," "plans," "projects," "believes," "estimates," "outlook" and similar expressions are used to identify these forward-looking statements. These statements are based on management's current expectations and beliefs and are subject to uncertainty and changes in circumstances. Actual results may vary materially from those expressed or implied by the statements in this announcement (and its annexures) due to changes in economic, business, competitive, technological, strategic and/or regulatory factors and other factors affecting the operation of the businesses of Credible and of Fox Corporation. More detailed information about risk factors affecting Credible is contained in the documents Credible has filed with or furnished to the Australian Securities Exchange ("ASX"). Investors are cautioned not to put undue reliance on forward looking statements or information. Statements and information in this announcement speak only as of the date they were made.

ADDITIONAL INFORMATION AND WHERE TO FIND IT

This announcement shall not constitute an offer to sell or the solicitation of an offer to buy any securities, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. No offering of securities shall be made except by means of a prospectus meeting the requirements of applicable law. Credible intends to mail the notice of meeting and other relevant documents to its security holders in connection with the Transaction.

WE URGE INVESTORS TO READ THE NOTICE OF MEETING AND ANY OTHER RELEVANT DOCUMENTS ISSUED BY CREDIBLE IN CONNECTION WITH THE TRANSACTION WHEN THEY BECOME AVAILABLE, BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT CREDIBLE, FOX AND THE TRANSACTION. INVESTORS ARE URGED TO READ THESE DOCUMENTS CAREFULLY AND IN THEIR ENTIRETY.

Investors will be able to obtain these materials and other documents filed with the ASX free of charge at the ASX's website (<http://www.asx.com.au>). In addition, these materials will also be available free of charge by accessing Credible's website (<http://www.credible.com>). Information regarding Credible's directors and executive officers is available in its Annual Report for the financial year ended 31 December 2018 filed with the ASX by Credible on 11 April 2019. Other information regarding the participants in the proxy solicitation and a description of their direct and indirect interests, by security holdings or otherwise, will be contained in the notice of meeting and other relevant materials filed with the ASX when they become available.

AGREEMENT AND PLAN OF MERGER

Dated as of August 3, 2019

by and among

FOX CORPORATION,

PROJECT SIX MERGER SUB, INC.

and

CREDIBLE LABS INC.

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AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER, dated as of August 3, 2019 (this “Agreement”), is entered into by and among Fox Corporation, a Delaware corporation (“Parent”), Project Six Merger Sub, Inc., a Delaware corporation and indirect wholly owned Subsidiary of Parent (“Merger Sub”), and Credible Labs Inc., a Delaware corporation (the “Company”). Defined terms used in this Agreement have the meanings set forth in Section 8.15.

RECITALS

WHEREAS, upon the terms and subject to the conditions set forth in this Agreement, the parties intend that Merger Sub be merged with and into the Company (the “Merger”), with the Company surviving the Merger as a wholly owned Subsidiary of Intermediate Parent, as defined below;

WHEREAS, the board of directors of the Company (the “Company Board”) has established a special committee of the Company Board consisting solely of independent and disinterested directors of the Company (the “Special Committee”), to, among other things, review, evaluate, investigate, pursue and negotiate the terms and conditions of a sale (by means of a tender offer, merger or otherwise) of all or substantially all of the outstanding shares of capital stock of the Company or other change of control transaction and to recommend or not recommend that the Company Board approve the consummation of any such transaction;

WHEREAS, the Company Board (acting upon the unanimous recommendation of the Special Committee) has unanimously (i) determined that this Agreement, the Merger and the other transactions contemplated by this Agreement are advisable, and in the best interests of the Company and its stockholders, including holders of the Company CDIs, other than the Rollover Stockholder and his Affiliates (such stockholders, including holders of the Company CDIs, other than the Rollover Stockholder and his Affiliates, the “Public Stockholders”), (ii) approved the execution, delivery and performance of this Agreement and (iii) resolved to recommend adoption of this Agreement by the stockholders of the Company;

WHEREAS, the board of directors of Merger Sub has unanimously approved this Agreement, the Merger and the other transactions contemplated by this Agreement;

WHEREAS, Stephen Dash (the “Rollover Stockholder”) (i) subject to receipt of the ASX’s consent contemplated by Section 6.1(d)(i), will enter into a rollover agreement substantially in the form of the agreement attached hereto as Exhibit A (the “Rollover Agreement”) pursuant to which, prior to the Effective Time, the Rollover Stockholder will contribute certain shares (the “Rollover Shares”) of common stock, par value \$0.0001 per share, of the Company (“Company Common Stock”) to Project Six Intermediate Parent, LLC, a Delaware limited liability company and indirect wholly owned Subsidiary of Parent (“Intermediate Parent”) and (ii) has entered into a voting and support agreement with Parent substantially in the form of the agreement attached hereto as Exhibit B (the “Support Agreement”); and

WHEREAS, Parent, Merger Sub and the Company desire to make certain representations, warranties, covenants and agreements specified herein in connection with this Agreement.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Parent, Merger Sub and the Company hereby agree as follows:

ARTICLE I

THE MERGER

Section 1.1 The Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the General Corporation Law of the State of Delaware (“DGCL”), at the Effective Time, Merger Sub shall merge with and into the Company, the separate corporate existence of Merger Sub shall cease, and the Company shall be the surviving corporation in the Merger (the “Surviving Corporation”).

Section 1.2 Closing. The closing of the Merger (the “Closing”) shall take place at the offices of Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022 at 10:00 a.m. (New York City time) on the date that is three (3) Business Days following the satisfaction or waiver (to the extent permitted by applicable Law) of the conditions set forth in Article VI (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions), or such other date, time or place as is agreed to in writing by the Company and Parent. The date on which the Closing occurs is referred to herein as the “Closing Date.”

Section 1.3 Effective Time. Subject to the provisions of this Agreement, at the Closing, the Company shall cause to be filed with the Secretary of State of the State of Delaware a certificate of merger (the “Certificate of Merger”), executed, acknowledged and filed in accordance with Section 251 of the DGCL. The Merger shall become effective upon the filing of the Certificate of Merger or at such later time as is agreed to in writing by the Company and Merger Sub and specified in the Certificate of Merger in accordance with the DGCL (the time at which the Merger becomes effective being referred to herein as the “Effective Time”).

Section 1.4 Effects of the Merger. The Merger shall have the effects set forth in this Agreement, the Certificate of Merger and the applicable provisions of the DGCL.

Section 1.5 Certificate of Incorporation and Bylaws of the Surviving Corporation. Subject to Section 5.8, at the Effective Time, (a) the certificate of incorporation of the Company, as in effect immediately prior to the Effective Time, shall be amended and restated as of the Effective Time to be in the form attached hereto as Exhibit C (as may be amended prior to the Effective Time by Parent and the Rollover Stockholder), and, as so amended, shall be the certificate of incorporation of the Surviving Corporation until thereafter amended in accordance with the DGCL, such amended and restated certificate of incorporation and the Surviving Corporation’s bylaws and (b) the bylaws of the Surviving Corporation shall be amended and restated in their entirety to be in the form attached hereto as Exhibit D (as may be amended prior to the Effective Time by Parent and the Rollover Stockholder), and, as so amended, shall be the bylaws of the Surviving Corporation until thereafter amended in accordance with the DGCL, the Surviving Corporation’s amended and restated certificate of incorporation and such bylaws.

Section 1.6 Directors and Officers of the Surviving Corporation.

(a) Each of the parties hereto shall take all necessary action to cause the directors of Merger Sub immediately prior to the Effective Time to be the directors of the Surviving Corporation immediately following the Effective Time until their respective successors are duly elected or appointed and qualified or their earlier death, resignation or removal.

(b) The officers of the Company immediately prior to the Effective Time shall be the officers of the Surviving Corporation until their respective successors are duly appointed and qualified or their earlier death, resignation or removal.

ARTICLE II

EFFECT OF THE MERGER ON CAPITAL STOCK

Section 2.1 Effect on Capital Stock. At the Effective Time, by virtue of the Merger and without any action on the part of the Company, Merger Sub or any holder of any securities of the Company or Merger Sub:

(a) Conversion of Company CDIs. Each Company CDI, issued and outstanding immediately prior to the Effective Time, shall be converted automatically, in accordance with Section 2.1(f), into and shall thereafter represent the right to receive an amount in cash equal to AU\$2.21, without interest (the “CDI Merger Consideration”). As of the Effective Time, all Company CDIs shall no longer be outstanding and shall be canceled in accordance with Section 2.1(f) and shall cease to exist, and the holders immediately prior to the Effective Time of any Company CDIs shall cease to have any rights with respect thereto, except the right to receive the CDI Merger Consideration to be paid in accordance with Article II (subject to any applicable withholding Tax in accordance with Section 2.2(h)).

(b) Conversion of Company Common Stock. Each share of Company Common Stock issued and outstanding immediately prior to the Effective Time (other than the Excluded Shares, the Dissenting Shares, the Restricted Shares and the Depositary Shares) shall be converted automatically into and shall thereafter represent the right to receive an amount in cash equal to AU\$55.25, without interest (the “Merger Consideration”). As of the Effective Time, all such shares of Company Common Stock shall no longer be outstanding and shall be automatically canceled and shall cease to exist, and the holders immediately prior to the Effective Time of certificates representing any such shares of Company Common Stock (each, a “Certificate”) or shares of Company Common Stock not represented by Certificates (“Book-Entry Shares”) shall cease to have any rights with respect thereto, except the right to receive the Merger Consideration to be paid in accordance with Article II (subject to any applicable withholding Tax in accordance with Section 2.2(h)).

(c) Capital Stock of Merger Sub. Each share of capital stock of Merger Sub issued and outstanding immediately prior to the Effective Time shall be converted into and become one validly issued, fully paid and nonassessable share of common stock, par value \$0.001 per share, of the Surviving Corporation and shall constitute the only outstanding shares of capital stock of the Surviving Corporation.

(d) Cancellation of Treasury Stock and Parent-Owned Stock. Any shares of Company Common Stock that are owned by the Company (or any of its direct or indirect Subsidiaries), and any shares of Company Common Stock owned by Parent, Intermediate Parent or Merger Sub, immediately prior to the Effective Time (the “Excluded Shares”) shall be automatically canceled and shall cease to exist, and no consideration shall be delivered in exchange therefor.

(e) Cancellation of Depositary Shares. Any shares of Company Common Stock that are underlying Company CDIs outstanding immediately prior to the Effective Time (the “Depositary Shares”) shall be automatically canceled and shall cease to exist, and no consideration shall be delivered in exchange therefor (and, for the avoidance of doubt, the Depositary shall not be entitled to receive any Merger Consideration or any CDI Merger Consideration).

(f) Cancellation of Company CDIs. The Company shall take all actions necessary under ASX rules to cause the trust over the Depositary Shares held by the Depositary to be terminated and cause the Company CDIs to be cancelled in exchange for the CDI Merger Consideration as set forth in Section 2.1(a), in each case as of the Effective Time.

Section 2.2 Exchange of Certificates.

(a) Paying Agent. Prior to the Effective Time, Parent shall designate a bank or trust company (the “Paying Agent”), reasonably acceptable to the Company for the purposes of (i) exchanging the Merger Consideration for the cancellation of the shares of Company Common Stock and (ii) exchanging the CDI Merger Consideration for the cancellation of Company CDIs, in each case as set forth in Section 2.1, and enter into an agreement reasonably acceptable to the Company with the Paying Agent relating to the services to be performed by the Paying Agent. At or prior to the Effective Time, Parent shall deposit, or cause to be deposited, for the benefit of the holders of shares of Company Common Stock (other than the Excluded Shares, Dissenting Shares, Restricted Shares and Depositary Shares), and holders of Company CDIs cash in Australian dollars with the Paying Agent in an amount sufficient to pay the aggregate amount of the Merger Consideration and the CDI Merger Consideration payable pursuant to Section 2.1(a) and Section 2.1(b). The aggregate Merger Consideration and CDI Merger Consideration deposited with the Paying Agent shall, pending its disbursement to such holders, be invested by the Paying Agent as directed by Parent. Any interest and other income from such investments shall become part of the funds held by the Paying Agent for purposes of paying the Merger Consideration and the CDI Merger Consideration, and any amounts in excess of the aggregate amount of the Merger Consideration and the CDI Merger Consideration payable pursuant to Section 2.1(a) and Section 2.1(b) shall be returned to the Surviving Corporation in accordance with Section 2.2(e). Nothing contained herein and no investment losses resulting from investment of the Merger Consideration and the CDI Merger Consideration deposited with the Paying Agent shall diminish the rights of any holder of Company Common Stock or Company CDIs to receive the Merger Consideration or the CDI Merger Consideration, as applicable, as provided herein, and in the event the funds on deposit with the Paying Agent are insufficient to pay the aggregate Merger Consideration and CDI Merger Consideration, Parent shall deposit, or cause to be deposited, with the Paying Agent such additional funds to ensure that the Paying Agent has funds sufficient to pay the aggregate Merger Consideration and CDI Merger Consideration. If the Closing occurs, the Surviving Corporation shall pay all expenses and changes arising out of the arrangement with the Paying Agent.

(b) Payment Procedures.

(i) Promptly after the Effective Time, and in any event, not later than the second (2nd) Business Day thereafter, the Surviving Corporation shall cause the Paying Agent to mail to each holder of record of Company Common Stock (excluding the Depositary and any Rollover Shares) (A) a letter of transmittal (which, in the case of shares of Company Common Stock represented by Certificates, shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon delivery of the Certificates (or effective affidavits of loss in lieu thereof pursuant to Section 2.2(d)) to the Paying Agent, and shall be in such form and have such other provisions as Parent and the Company may reasonably agree and shall be prepared prior to Closing) and (B) instructions for use in effecting the surrender of the Certificates (or effective affidavits of loss in lieu thereof in accordance with Section 2.2(d)) or Book-Entry Shares in exchange for payment of the Merger Consideration (subject to any applicable withholding Tax in accordance with Section 2.2(h)). Upon (x) surrender of Certificates for cancellation (or effective affidavits of loss in lieu thereof in accordance with Section 2.2(d)) to the Paying Agent, together with such letter of transmittal, duly completed and validly executed in accordance with the instructions thereto (and such other customary documents as may reasonably be required by the Paying Agent) or (y) in the case of Book-Entry Shares, receipt of an “agent’s message” by the Paying Agent (or such other evidence, if any, of transfer as the Paying Agent may reasonably request), the holder of such Certificates or Book-Entry Shares shall be entitled to receive in exchange therefor, subject to any applicable withholding Tax in accordance with Section 2.2(h), the Merger Consideration, without interest, for each share of Company Common Stock so surrendered, and any Certificates surrendered shall forthwith be canceled. If payment of the Merger Consideration is to be made to a Person other than the Person in whose name the surrendered Certificate or Book-Entry Share is registered, it shall be a condition of payment that the Person requesting such payment presents proper evidence (A) of transfer, accompanied by all documents required to evidence and effect such transfer and (B) of payment of any transfer and other Taxes required by reason of the payment of the Merger Consideration to a Person other than the registered holder of such Certificate or Book-Entry Share surrendered (or shall have established to the reasonable satisfaction of the Paying Agent that no such Tax is payable).

(ii) Prior to the Effective Time, Parent and the Company shall establish procedures to ensure that (A) the Depositary delivers to the Paying Agent, before the Effective Time, the Certificates representing the Depositary Shares, (B) the Depositary delivers to the Paying Agent a list of Company CDI holders as of the Effective Time, including sufficient information for the Paying Agent to make payment to such Company CDI holders of the CDI Merger Consideration promptly following the Effective Time, (C) the Company requests to the ASX to suspend trading of Company CDIs two (2) Business Days prior to the anticipated Closing Date and (D) promptly following the Effective Time, the Paying Agent makes payment of the CDI Merger Consideration, without interest, to the holders of Company CDIs as of the Effective Time for each Company CDI held by such holders.

(c) Transfer Books; No Further Ownership Rights in Company Stock. At the Effective Time, the stock transfer books of the Company and the Company CDI register shall be closed, and thereafter there shall be no further registration of transfers on the stock transfer books of the Surviving Corporation of the shares of Company Common Stock or on the Company CDI register of Company CDIs that were outstanding immediately prior to the Effective Time. From and after the Effective Time, the holders of Certificates or Book-Entry Shares that evidenced ownership of shares of Company Common Stock and the registered holders of Company CDIs outstanding immediately prior to the Effective Time shall cease to have any rights with respect to such shares of Company Common Stock and Company CDIs other than the right to receive the Merger Consideration or the CDI Merger Consideration, as applicable, except as otherwise provided for herein or by applicable Law. If, at any time after the Effective Time, Certificates, Book-Entry Shares or Company CDIs are presented to the Surviving Corporation for any reason, they shall be canceled and exchanged as provided in this Article II, subject to applicable Law in the case of Dissenting Shares.

(d) Lost, Stolen or Destroyed Certificates. If any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such Certificate to be lost, stolen or destroyed and, if required by Parent or the Paying Agent, the posting by such Person of a bond, in such reasonable amount as Parent or the Paying Agent may direct, as indemnity against any claim that may be made against it with respect to such Certificate, the Paying Agent will pay, in exchange for such lost, stolen or destroyed Certificate, the applicable Merger Consideration to be paid in respect of the shares of Company Common Stock formerly represented by such lost, stolen or destroyed Certificate as contemplated by this Article II.

(e) Termination of Fund. On the date that is one hundred eighty (180) days after the Closing Date and the Paying Agent shall deliver to the Surviving Corporation any funds (including any interest received with respect thereto) that had been made available to the Paying Agent and that have not been disbursed in accordance with this Article II, and thereafter Persons entitled to receive payment pursuant to this Article II shall be entitled to look only to the Surviving Corporation (subject to abandoned property, escheat or other similar Laws) as general creditors thereof with respect to the payment of any Merger Consideration or any CDI Merger Consideration that may be payable pursuant to this Agreement, without any interest thereon. Any amounts remaining unclaimed by such Person by the earlier of (i) the fifth anniversary of the Closing Date and (ii) such time at which such amounts would otherwise escheat to or become property of any Governmental Authority shall become, to the extent permitted by applicable Law, the property of Parent (or, at Parent's election, the Surviving Corporation), free and clear of all claims or interest of any Person previously entitled thereto.

(f) No Liability. Notwithstanding any provision of this Agreement to the contrary, none of Parent, the Merger Sub, the Surviving Corporation, the Company, the Paying Agent or the Depositary shall be liable to any Person for Merger Consideration or CDI Merger Consideration delivered to a public official pursuant to any applicable abandoned property, escheat or similar Law.

(g) Dissenting Share Amounts. With respect to any Dissenting Shares, Parent shall only be required to deposit or cause to be deposited with the Paying Agent cash sufficient to pay the Merger Consideration in exchange for any such Dissenting Shares if the holder thereof

fails to perfect or effectively withdraws or loses its right to appraisal under the DGCL. Any portion of the Merger Consideration deposited with the Paying Agent pursuant to Section 2.2(a) in respect of Dissenting Shares shall be returned to Parent upon demand.

(h) Withholding Taxes. Parent, the Company, Merger Sub, the Surviving Corporation, the Paying Agent and the Depository shall be entitled to deduct and withhold from any amount otherwise payable pursuant to this Agreement such amounts as may be required to be deducted and withheld with respect to the making of such payment under the Internal Revenue Code of 1986, as amended (the “Code”), the Treasury Regulations, or any applicable provision of state, local or foreign Law. To the extent that amounts are so deducted and withheld, such deducted and withheld amounts (i) shall be remitted to the applicable Governmental Authority and (ii) shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made.

Section 2.3 Appraisal Rights. Notwithstanding anything in this Agreement to the contrary, any shares of Company Common Stock that are issued and outstanding immediately prior to the Effective Time (other than the Excluded Shares and Restricted Shares) and that are held by a stockholder who did not vote in favor of the Merger (or consent thereto in writing) and who properly demands appraisal of such shares pursuant to, and complies in all respects with, the provisions of Section 262 of the DGCL (the “Dissenting Stockholders”) shall not be converted into or be exchangeable for the right to receive the Merger Consideration (the “Dissenting Shares”), but instead such Dissenting Stockholder shall be entitled to receive such consideration as may be determined to be due to such Dissenting Stockholder pursuant to Section 262 of the DGCL (and at the Effective Time, such Dissenting Shares shall no longer be outstanding and shall automatically be canceled and shall cease to exist, and such Dissenting Stockholder shall cease to have any rights with respect thereto, except the rights set forth in Section 262 of the DGCL), unless and until such Dissenting Stockholder shall have failed to perfect or shall have effectively withdrawn or lost rights to appraisal under the DGCL. If any Dissenting Stockholder shall have failed to perfect or shall have effectively withdrawn or lost such rights, then such Dissenting Stockholder’s shares of Company Common Stock shall thereupon be treated as if they had been converted into and become exchangeable for the right to receive, as of the Effective Time, the Merger Consideration for each such share of Company Common Stock, in accordance with Section 2.1(a), without any interest thereon and less any applicable withholding Taxes in accordance with Section 2.2(h). The Company shall give Parent (i) prompt notice of any written demands for appraisal of any shares of Company Common Stock, attempted withdrawals of such demands and any other instruments served pursuant to the DGCL and received by the Company relating to stockholders’ rights of appraisal and (ii) the opportunity to direct all negotiations and proceedings with respect to demands for appraisal under the DGCL, provided, that prior to the Effective Time, the Company shall have a reasonable right to participate in, but for the avoidance of doubt not control, all such negotiations and procedures. The Company shall not, except with the prior written consent of Parent, make any payment with respect to any demands for appraisal, offer to settle or settle any such demands or waive any failure to timely deliver a written demand for appraisal (or agree to do any of the foregoing).

Section 2.4 Treatment of Company Equity Awards

(a) As soon as practicable following the date of this Agreement, the Company Board (or, if appropriate, any committee thereof administering the Company Stock Plans) shall adopt such resolutions or take such other actions as may be required to adjust the terms of all Vested Stock Options, as necessary to provide that, at the Effective Time, each Vested Stock Option outstanding immediately prior to the Effective Time shall be canceled and the holder thereof shall become entitled to receive solely, and in full satisfaction of the rights of such holder with respect thereto, a lump-sum cash payment equal to the product of (A) the number of shares of Company Common Stock for which such Stock Option has not been exercised and (B) the excess, if any, of the Merger Consideration converted to dollars over the exercise price (expressed in dollars) per share of such Vested Stock Option (the “Vested Option Consideration”). For the avoidance of doubt, to the extent the applicable Vested Option Consideration is equal to or less than zero, such Vested Stock Options shall be canceled for no consideration.

(b) The Surviving Corporation shall pay no later than five (5) Business Days following the Closing Date the aggregate Vested Option Consideration payable with respect to each of the Vested Stock Options through the Surviving Corporation’s payroll (subject to any required Tax withholdings) to the applicable holders of such Vested Stock Options. Notwithstanding the foregoing, if any payment owed to a holder of Vested Stock Option cannot be made through the Surviving Corporation’s payroll system or payroll provider, then the Surviving Corporation shall issue a check for such payment to such holder, which check will be sent by overnight courier to such holder promptly following the Closing Date (but in no event later than five (5) Business Days following the Closing Date).

(c) As soon as practicable following the date of this Agreement, the Company Board (or, if appropriate, any committee thereof administering the Company Stock Plans) shall adopt such resolutions or take such other actions as may be required to effect the following:

(i) adjust the terms of each outstanding Stock Option that is not a Vested Company Option (the “Unvested Stock Options”), as necessary to provide that, at the Effective Time, each Unvested Stock Option outstanding immediately prior to the Effective Time shall be converted into an option to acquire, subject to substantially the same terms and conditions as were applicable under such Unvested Stock Option, the number of shares of common stock of Parent (the “Parent Common Stock”) (rounded down to the nearest whole share), determined by multiplying the number of shares of Company Common Stock subject to such Unvested Stock Option immediately prior to the Effective Time by the Exchange Ratio, at an exercise price per share of Parent Common Stock (rounded up to the nearest whole cent) equal to (A) the exercise price per share of Company Common Stock of such Stock Option divided by (B) the Exchange Ratio (a “Converted Stock Option”); and

(ii) adjust the terms of all outstanding Restricted Shares as necessary to provide that, at the Effective Time, each Restricted Share outstanding immediately prior to the Effective Time shall be converted into that number of shares of Parent Common Stock, subject to substantially the same terms and conditions as were applicable under such Restricted Share immediately prior to the Effective Time, determined by multiplying each

Restricted Share by the Exchange Ratio, rounded down to the nearest whole share (a “Converted Restricted Share”).

(iii) the Surviving Corporation shall pay no later than the later of five (5) Business Days following the Closing Date or the first regularly scheduled payroll period following the Closing Date (a) the aggregate Unvested Option Consideration payable with respect to each of the Unvested Stock Option, and (b) the aggregate Restricted Share Consideration payable with respect to each Restricted Share, in each instance, through the Surviving Corporation’s payroll (subject to any required Tax withholdings) to the holders of such Unvested Stock Options or Restricted Shares, as applicable. Notwithstanding the foregoing, if any payment owed to a holder of Unvested Stock Options or Restricted Shares cannot be made through the Surviving Corporation’s payroll system or payroll provider, then the Surviving Corporation shall issue a check for such payment to such holder, which check will be sent by overnight courier to such holder promptly following the Closing Date (but in no event later than five (5) Business Days following the Closing Date).

The adjustment provided in this Section 2.4(c) with respect to Unvested Stock Options, whether or not such Unvested Stock Options are “incentive stock options” (as defined in Section 422 of the Code), are intended to be effected in a manner that is consistent with Section 424(a) of the Code.

(d) Promptly after the execution of this Agreement, the Company may mail to each holder of outstanding Stock Options and Restricted Shares a letter (i) providing all notices related to this Agreement and the Merger to which such holders are entitled pursuant to the terms of the applicable Company Stock Plan or otherwise, and (ii) describing the treatment of and consideration, if any, for such Stock Options and Restricted Shares pursuant to this Section 2.4 and providing instructions for use in obtaining such consideration (which instructions may provide that any cash payable to such holder pursuant to this Section 2.4 may be mailed to such holder or transferred to such holder by wire transfer at the option of the Company).

(e) At the Effective Time, Parent shall assume all the obligations of the Company under the Company Stock Plans, each outstanding Converted Stock Option and Converted Restricted Share and the agreements evidencing the grants thereof. As soon as practicable after the Effective Time, Parent shall deliver to the holders of Converted Stock Options and Converted Restricted Shares notices setting forth such holders’ rights pursuant to such Converted Stock Options and Converted Restricted Shares, which, in each case, shall continue in effect on the same terms and conditions (subject to the adjustments required by this Section 2.4 after giving effect to the Merger).

(f) Parent shall take all corporate action necessary to reserve for issuance a sufficient number of shares of Parent Common Stock for delivery upon exercise or settlement of the Converted Stock Options and Converted Restricted Shares issued in accordance with this Section 2.4(f). As soon as reasonably practicable after the Effective Time, Parent shall file a registration statement on Form S-8 (or any successor or, to the extent applicable, other appropriate form) with respect to the shares of Parent Common Stock subject to Converted Stock Options and Converted Restricted Shares and shall use its commercially reasonable best efforts to maintain the effectiveness of such registration statement or registration statements (and maintain the current

status of the prospectus or prospectuses contained therein) for so long as such Converted Stock Options and Converted Restricted Shares remain outstanding.

Section 2.5 Adjustments. If at any time during the period between the date of this Agreement and the Effective Time, any change in the outstanding shares of capital stock of the Company or Parent or Company CDIs shall occur as a result of any reclassification, stock split (including a reverse stock split) or combination, exchange or readjustment of shares, or any stock dividend or stock distribution with a record date during such period, the parties shall cooperate in good faith to equitably adjust the Merger Consideration or the CDI Merger Consideration; provided that nothing in this Section 2.5 shall be deemed to permit or authorize any party hereto to effect any such change that it is not otherwise authorized or permitted to undertake pursuant to this Agreement.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to Parent and Merger Sub that, except as disclosed in the disclosure schedule delivered by the Company to Parent simultaneously with the execution of this Agreement (the “Company Disclosure Schedule”) (provided that any information set forth in one section of the Company Disclosure Schedule will be deemed to apply to all other sections or subsections thereof, but only to the extent that the relevance of any such disclosure in such section or subsection to such other section or subsection is reasonably apparent on its face) or as fairly and specifically disclosed (in a manner that reveals the relevance and importance of the fact or matter disclosed) in the Company ASX Documents (but excluding statements in any “Risk Factors” or similar section contained therein or any forward looking statement or other statements that are cautionary, predictive or speculative in nature), as of the date hereof and as of the Closing:

Section 3.1 Organization, Standing and Corporate Power.

(a) The Company is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware and has all requisite corporate power and authority necessary to own or lease all of its properties and assets and to carry on its business as it is now being conducted. The Company is duly qualified to do business and is in good standing in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned or leased by it makes such qualification necessary, except where the failure to be so qualified or in good standing has not caused, and would not reasonably be expected to cause, a Company Material Adverse Effect.

(b) Section 3.1(b) of the Company Disclosure Schedule sets forth a true and complete list of each of the Company’s Subsidiaries and indicates its respective jurisdiction of organization and its respective authorized, issued and outstanding capital stock, voting securities, other equity interests and the respective record and beneficial owners thereof. There are no outstanding subscriptions, options, warrants, calls, stock appreciation rights, restricted or performance stock units, preemptive rights, phantom stock, convertible, exchangeable or exercisable securities of any of the Company’s Subsidiaries. Each of the Company’s Subsidiaries is duly organized, validly existing and is in good standing under the Laws of the jurisdiction of its

organization and has all requisite corporate power and authority necessary to own or lease all of its properties and assets and to carry on its business as it is now being conducted except where the failure thereof has not caused, and would not reasonably be expected to cause, a Company Material Adverse Effect. Each of the Company's Subsidiaries is duly qualified to do business and is in good standing in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned or leased by it makes such qualification necessary, except in each case where the failure to be so qualified or in good standing has not caused, and would not reasonably be expected to cause, a Company Material Adverse Effect. All the outstanding shares of capital stock of, voting securities of or other equity interests in, each of the Company's Subsidiaries are duly authorized, validly issued, fully paid and nonassessable and are owned directly or indirectly by the Company free and clear of all Liens, pledges, security interests and transfer restrictions, except for such transfer restrictions of general applicability as may be provided under applicable securities Laws. There is no right, agreement, arrangements, undertaking or commitment of any kind to which the Company or any of its Subsidiaries is a party obligating the Company or any of its Subsidiaries (i) to provide a material amount of funds to, or make any material investment (in the form of a loan, capital contribution or otherwise) in, any Subsidiary or any other Person or (ii) to make any payment based on the price or value of any capital stock, voting security or other equity interest of any Subsidiary of the Company.

(c) The Company has made available to Parent true and complete copies of the certificate of incorporation and bylaws (or similar organizational documents) of the Company and each of its Subsidiaries, in each case, as amended to the date of this Agreement (solely with respect to the Company, the "Company Charter Documents"), and each as so made available is in full force and effect on the date of this Agreement.

Section 3.2 Capitalization.

(a) The authorized capital stock of the Company consists of 20,000,000 shares of Company Common Stock and 10,000,000 shares of common prime stock, par value \$0.0001 per share, of the Company (the "Company Common Prime Stock"). At the close of business on August 1, 2019 (the "Capitalization Date"), (i) 10,107,624 shares of Company Common Stock were issued and outstanding, of which 4,597,147 shares of Company Common Stock are represented by 114,928,675 Company CDIs and 0 (zero) shares of Company Common Stock are represented by 0 (zero) Restricted Shares, (ii) no shares of Company Common Prime Stock were issued and outstanding, (iii) no shares of Company Common Stock and no Company CDIs were held by the Company in its treasury and (iv) 1,850,321 shares of Company Common Stock were reserved for future issuance under the Company Stock Plans, including 955,374 shares of Company Common Stock subject to issued and outstanding Stock Options to purchase such shares, with a weighted average exercise price of \$18.96 per share. From the Capitalization Date through the date of this Agreement, neither the Company nor any of its Subsidiaries has issued any shares of capital stock of the Company or any Contingent Company Equity, other than upon the exercise, vesting or settlement of Stock Options or Restricted Shares outstanding under the Company Stock Plans and disclosed on Section 3.2(c) of the Company Disclosure Schedule in accordance with their terms. All outstanding shares of Company Common Stock (including Restricted Shares) and Company CDIs are, and all shares of Company Common Stock issuable upon exercise of Stock Options will be when issued, duly authorized, validly issued, fully paid and nonassessable and are not or will not be, as applicable, subject to and were not or will not be, as applicable, issued in

violation of, any preemptive or similar right, purchase option, call or right of first refusal or similar right.

(b) None of the Company's Subsidiaries owns any shares of capital stock, voting securities or any other equity interests of the Company. Except for its interests in any of its Subsidiaries, the Company does not own, directly or indirectly, any capital stock of, voting securities of, or other equity interests in, any Person.

(c) Section 3.2(c) of the Company Disclosure Schedule sets forth a list, as of the Capitalization Date, of all outstanding incentive equity awards granted by the Company, including: (i) each outstanding Stock Option, including the name of the holder of such Stock Option, the number of shares of Company Common Stock issuable upon exercise of such Stock Option, the exercise price with respect thereto, the applicable grant date and expiration date thereof, the applicable vesting schedule with respect thereto and the applicable Company Stock Plan pursuant to which such Stock Option was granted, and (ii) each outstanding Restricted Share, including the name of the holder of such Restricted Share the number of shares of Company Common Stock underlying such Restricted Share, the applicable grant date thereof, the applicable vesting schedule with respect thereto and the applicable Company Stock Plan pursuant to which such Restricted Share was granted.

(d) Except as set forth in Section 3.2(a) above or as expressly permitted to be issued pursuant to Section 5.1, (i) the Company does not have any shares of capital stock, voting securities or other equity interests, issued or outstanding, (ii) there are no outstanding subscriptions, options, warrants, calls, stock appreciation rights, restricted or performance stock units, preemptive rights, phantom stock, convertible, exchangeable or exercisable securities or other similar rights, agreements, arrangements, undertakings or commitments of any kind to which the Company or any of its Subsidiaries is a party obligating the Company or any of its Subsidiaries to (A) issue, transfer, dispose of or sell any shares of capital stock, voting securities or other equity interests of the Company or securities convertible into or exchangeable or exercisable for such shares capital stock, voting securities or other equity interests, (B) grant, extend or enter into any such subscription, option, warrant, call, stock appreciation right, restricted or performance stock units, preemptive right, phantom stock, convertible, exchangeable or exercisable securities or other similar right, agreement, arrangement, undertaking or commitment, or (C) redeem, repurchase or otherwise acquire any such shares of capital stock, voting securities or other equity interests and (iii) there are no outstanding obligations of the Company or any of its Subsidiaries to make any payment based on the price or value of any capital stock, voting security or other equity interest of the Company (collectively, clauses (ii) and (iii), "Contingent Company Equity").

(e) Each Stock Option (i) was granted with an exercise price equal to or greater than the fair market value of the underlying shares of capital stock, voting securities or other equity securities on the date of grant in compliance with Section 409A of the Code, (ii) has not had its exercise date or grant date delayed or "back-dated," (iii) has been issued in compliance in all material respects with the terms of the applicable Company Stock Plan under which it was granted and all applicable Laws. All outstanding shares of Company Common Stock, Company CDIs, options, warrants, equity-based compensation awards (whether payable in equity, cash or otherwise) and other securities of the Company and its Subsidiaries have been issued and granted in compliance in all material respects with all applicable securities Laws and other applicable Law.

(f) Neither the Company nor any of its Subsidiaries has outstanding bonds, debentures, notes or other obligations, the holders of which have the right to vote (or which are convertible into or exercisable or exchangeable for securities having the right to vote) with the stockholders of the Company on any matter. There are no voting trusts or other agreements or understandings to which the Company or any of its Subsidiaries is a party with respect to the voting of the capital stock, voting security or other equity interest of the Company or any of its Subsidiaries.

(g) As of the Capitalization Date, there is no Indebtedness of the Company or any of its Subsidiaries described by clauses (a) through (d) of the definition of Indebtedness set forth in Section 8.15 other than as set forth in (i) the consolidated financial statements (including all related notes and schedules) of the Company included in the Company ASX Documents or (ii) Section 3.2(g) of the Company Disclosure Schedule.

Section 3.3 Authority; Noncontravention.

(a) The Company has all requisite corporate power and authority to execute and deliver this Agreement and, subject to obtaining the Statutory Stockholder Approval, to perform its obligations hereunder and to consummate the Transactions. The execution and delivery of and performance by the Company under this Agreement, and the consummation of the Transactions, have been duly authorized and approved by the Company Board (upon the recommendation of the Special Committee), and except for obtaining the Statutory Stockholder Approval, no other corporate action on the part of the Company is necessary to authorize the execution and delivery of and performance by the Company under this Agreement and the consummation by it of the Transactions. This Agreement has been duly executed and delivered by the Company and, assuming due authorization, execution and delivery hereof by the other parties hereto, constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except that such enforceability (i) may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar Laws of general application affecting or relating to the enforcement of creditors' rights generally and (ii) is subject to general principles of equity, whether considered in a proceeding at law or in equity (the "Bankruptcy and Equity Exception").

(b) Except as set forth in Section 3.3(b) of the Company Disclosure Schedule, none of the execution and delivery of this Agreement by the Company, the consummation by the Company of the Transactions, or compliance by the Company with any of the terms or provisions hereof, will (with or without notice or lapse of time, or both) (i) assuming the Statutory Stockholder Approval is obtained, contravene, conflict with or violate any provision of the Company Charter Documents or the organizational documents of the Company's Subsidiaries, (ii) assuming that each of the consents, authorizations and approvals referred to in Section 3.4 and the Statutory Stockholder Approval are obtained and each of the filings referred to in Section 3.4 are made and any applicable waiting periods referred to therein have expired, contravene, conflict with or violate any Law applicable to the Company or any of its Subsidiaries or any of their respective properties or assets or (iii) result in any breach of, or constitute a default under, or give rise to any right of termination, amendment, acceleration or cancellation of, any Contract to which the Company or any of its Subsidiaries is a party, or result in the creation of a Lien, other than any Permitted Lien, upon any of the properties or assets of the Company or any of its Subsidiaries, other than, in the

case of clauses (ii) and (iii), as has not had, and would not reasonably be expected to have, a Company Material Adverse Effect.

(c) The Company Board (acting upon the unanimous recommendation of the Special Committee) at a duly held meeting in a unanimous vote has (i) determined that it is advisable and in the best interests of the Company and the Public Stockholders, to enter into this Agreement, (ii) approved the execution, delivery and performance of this Agreement and the consummation of the Transactions, (iii) resolved to recommend that the stockholders of the Company adopt this Agreement, (iv) directed that such matter be submitted for adoption by a vote of the stockholders of the Company at the Stockholders Meeting and (v) assuming that the representations and warranties of Parent and Merger Sub set forth in Section 4.8 are correct, taken all necessary actions so that the restrictions in Takeover Laws are not applicable to the Company, Parent, Merger Sub or their Affiliates or their Subsidiaries, or this Agreement or the Transactions.

Section 3.4 Governmental Approvals. Except as set forth on Section 3.4 of the Company Disclosure Schedule and except for (a) the filing with the ASX of a proxy statement relating to the Stockholders Meeting (including the letter to stockholders, notice of meeting, form of proxy, CDI voting instruction form and any other document incorporated or referenced therein, as each may be amended or supplemented, the “Proxy Statement”) obtaining ASX’s consent as set forth in the first sentence of Section 6.1(d) and obtaining ASX’s consent to dispense with the requirement to obtain stockholder approval to adjust the terms of the Stock Options and Restricted Shares as set forth in Section 2.4 (the “ASX Adjustment Consent”), other filings required under, and compliance with other applicable requirements of the ASX Listing Rules and ASX Settlement Operating Rules to facilitate the Merger in compliance with the ASX Listing Rules, (b) the filing of the Certificate of Merger with the Secretary of State of the State of Delaware pursuant to the DGCL, (c) filings required under, and compliance with other applicable requirements of, the HSR Act, and (d) the State Regulatory Approvals set forth on Section 3.4 of the Company Disclosure Schedule, no consents or approvals of, or filings, declarations or registrations with, notifications to, any Governmental Authority are necessary for the execution and delivery of this Agreement by the Company and the consummation by the Company of the Transactions, other than as has not had, and would not reasonably be expected to have, a Company Material Adverse Effect.

Section 3.5 Company ASX Documents.

(a) Except as set forth on Section 3.5(a) of the Company Disclosure Schedule, the Company has filed with or furnished to the ASX, on a timely basis, all forms, statements, certifications, documents and reports required to be filed by it with, or furnished to, the ASX on and from December 8, 2017 (collectively, and in each case including all exhibits and schedules thereto and documents incorporated by reference therein, as such statements and reports may have been amended since the date of their filing, the “Company ASX Documents”).

(b) Except as set forth on Section 3.5(b) of the Company Disclosure Schedule, as of their respective filing dates, or in the case of amendments thereto, as of the last such amendment, the Company ASX Documents complied in all material respects in form and content with the requirements of all Laws, including the ASX Listing Rules, applicable to such Company ASX Documents, and none of the Company ASX Documents as of such respective dates (or, if amended, the date of the filing of such amendment, with respect to the disclosures that are

amended) contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading or deceptive.

(c) The consolidated financial statements (including all related notes and schedules) of the Company included in the Company ASX Documents (if amended, as of the date of the last such amendment), (i) fairly present in all material respects, the consolidated financial position of the Company and its consolidated Subsidiaries, as at the respective dates thereof, and their consolidated financial performance, their consolidated cash flows for the respective periods then ended and changes in stockholders' equity for the respective periods then ended (subject, in the case of the unaudited statements, to normal year-end audit adjustments and to any other adjustments described therein, including the notes thereto, in each case which are not material) and (ii) have been prepared in accordance in all material respects with AAS applied on a consistent basis during the periods involved (in each case, except as may be indicated therein or in the notes thereto).

(d) As of the date of this Agreement, neither the Company nor any of its Subsidiaries is a party to, or has any commitment to become a party to, any "off balance sheet arrangement" (as defined in Item 303(a) of Regulation S-K promulgated by the SEC) that would be required to be disclosed in the Company ASX Documents.

(e) Except as has not had, or would not reasonably be expected to have, a Company Material Adverse Effect, the Company has established and maintains adequate disclosure controls and procedures and internal control over financial reporting. The Company's disclosure controls and procedures and internal control over financial reporting are reasonably designed to ensure that all material information required to be disclosed by the Company in the reports that it files or furnishes to the ASX is recorded, processed, summarized and reported within the time periods specified in the rules and regulations of the ASX, and that all such material information is accumulated and communicated to the Company's management as appropriate to allow timely decisions regarding required disclosure. Since December 8, 2017, to the Knowledge of the Company, neither the Company nor any of its Subsidiaries or any of their respective directors or officers has received any material complaint, allegation, assertion or claim, whether written or oral, regarding the accounting or auditing practices, procedures or methodologies of the Company or any of its Subsidiaries, or any of their respective internal accounting controls, including any material complaint, allegation, assertion or claim that the Company, any of its Subsidiaries or any of its or their directors, officers or employees who have a significant role in the Company's internal control over financial reporting has engaged in questionable accounting or auditing practices.

(f) The Company is in compliance in all material respects with the applicable listing and corporate governance rules and regulations of the ASX and has not, since December 8, 2017 through the date hereof, received any notice from the ASX asserting any material noncompliance with such rules and regulations.

Section 3.6 No Undisclosed Liabilities. Except as set forth on Section 3.6 of the Company Disclosure Schedule, neither the Company nor any of its Subsidiaries has any liabilities or obligations of any nature, whether or not accrued, contingent or otherwise which would be

required to be reflected or reserved against on a consolidated balance sheet of the Company prepared in accordance with AAS (or the notes thereto), except for liabilities (i) reflected or reserved against on the balance sheet of the Company and its Subsidiaries as of December 31, 2018 (including the notes thereto) included in the Company ASX Documents, (ii) incurred after December 31, 2018 in the ordinary course of business, (iii) as expressly permitted or contemplated by this Agreement or (iv) as has not had, and would not reasonably be expected to have, a Company Material Adverse Effect.

Section 3.7 Absence of Certain Changes. (a) Since December 31, 2018, except in connection with the Transactions, the business of the Company and its Subsidiaries has been conducted in all material respects in the ordinary course of business, (b) from December 31, 2018 to the date of this Agreement, there has not been any change, effect, event, occurrence, development or state of facts that has had, or would reasonably be expected to have, a Company Material Adverse Effect and (c) since December 31, 2018, neither the Company nor any of its Subsidiaries has taken any action that, if taken after the date of this Agreement without Parent's consent, would constitute a breach of the covenants set forth in clauses (e) (*Asset Sales*), (f) (*Capital Expenditures*), (g) (*Acquisitions*), (j) (*Intellectual Property*), (n) (*Accounting*), (q) (*Litigation*) or (r) (*Liquidation*) of Section 5.1.

Section 3.8 Legal Proceedings.

(a) Since January 1, 2016, there have not been, and there is no (a) pending or, to the Knowledge of the Company, threatened, legal or administrative proceeding, claim, suit, action, audit, charge, inquiry, hearing, review, arbitration, mediation, or other proceeding by or before any Governmental Authority (each, an "Action") against the Company or any of its Subsidiaries or any of their respective properties or assets or any executive officer or director of the Company or the Company's Subsidiaries, (b) Order imposed upon the Company or any of its Subsidiaries by or before any Governmental Authority, or (c) settlements to which the Company or any of the Company's Subsidiaries is a party or by which any of their assets are bound, in the case of each of clauses (a), (b), or (c) that has had, or would reasonably be expected to have, a Company Material Adverse Effect.

(b) No audit, review, or examination of the Company or any of its Subsidiaries by any Governmental Authority commenced since January 1, 2016 has resulted in material adverse findings, directives, requests, orders, or corrective actions, that have not been fully resolved, implemented, or otherwise remain outstanding.

Section 3.9 Compliance With Laws; Permits.

(a) Except as set forth on Section 3.9(a) of the Company Disclosure Schedule, to the Company's Knowledge, the Company and its Subsidiaries are, and since January 1, 2016 have been, in material compliance with all, and are not in material default under or in material violation of any, Laws (whether foreign, federal, state, local, or common), statutes, acts, treaties, conventions, constitutions, ordinances, codes, rules, regulations, settlements, arbitration awards and Orders or requirements of Governmental Authorities (collectively, "Laws") applicable to the Company or any of its Subsidiaries.

(b) Except as set forth on Section 3.9(b) of the Company Disclosure Schedule, the Company and its Subsidiaries have held and now hold, and are in material compliance with all material registrations, exemptions, licenses, franchises, permits, certificates, approvals, consents and authorizations from Governmental Authorities required by Law for the conduct of their respective businesses as they are now being conducted (collectively, “Company Permits”). With respect to each loan product for which the Company provides lead generation or loan brokerage services, the Company has not conducted business in any state for which a Company Permit was required without first obtaining such a Company Permit material to the conduct of the business of the Company and its Subsidiaries, taken as a whole. All Company Permits that have been issued are in full force and effect, no default (with or without notice, lapse of time or both) has occurred under any such Company Permit and no suspension, cancellation, non-renewal or adverse modifications of any Company Permits is pending or, to the Knowledge of the Company, threatened.

(c) The Company Permits are not transferrable. Except as set forth on Section 3.9(c) of the Company Disclosure Schedule, the consummation of the Transactions contemplated hereby will not require consent from, or notice to, any Governmental Authority in connection with any such Company Permit by any party. As of the date hereof, (i) neither the Company nor any of its Subsidiaries has received any notice from any Governmental Authority indicating that such Governmental Authority would oppose or not timely grant or issue its consent or approval, if requested, with respect to the Transactions contemplated hereby as it relates to any such Company Permits and (ii) to the Company’s Knowledge, if requested, no Governmental Authority required to approve the Transactions contemplated hereby in connection with any such Company Permit would not grant or issue its consent or approval.

(d) Since January 1, 2016, the Company and each Subsidiary has filed all reports, notifications and filings with, and has paid all regulatory fees to, the applicable Governmental Authority necessary to maintain all such Company Permits in full force and effect, except where failing to make such filing or payment would be material to the conduct of the business of the Company and its Subsidiaries, taken as a whole. All such reports, notifications and filings made by the Company or any Subsidiary in connection with a Company Permit have been complete and accurate in all material respects.

Section 3.10 Tax Matters.

(a) Except as has not had, and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect: (i) all Tax Returns required to be filed by or with respect to the Company and each of its Subsidiaries have been duly and timely filed (taking into account any valid extension) and all Tax Returns filed by or with respect to the Company and each of its Subsidiaries are true, correct and complete; (ii) all Taxes due and payable by or with respect to the Company and each of its Subsidiaries (whether or not shown as due on any Tax Return) have been duly and timely paid to the appropriate Tax Authority; (iii) each of the Company and its Subsidiaries has complied in all respects with all applicable Laws relating to the withholding and payment of Taxes and has duly and withheld and paid over to the appropriate Governmental Authority all amounts required to be so timely withheld and paid by it under all applicable Laws; (iv) no statute of limitations with respect to Taxes of the Company or any of its Subsidiaries has been waived or no agreement has been made to extend the time with

respect to any Tax assessment or deficiency of the Company or any of its Subsidiaries; and (v) all Taxes of the Company and its Subsidiaries that are not yet due and payable have been properly and adequately reserved for in accordance with AAS on the most recent financial statements contained in the Company ASX Documents.

(b) There are no Liens for material amounts of Taxes upon the assets of the Company or any of its Subsidiaries other than Permitted Liens.

(c) There are not pending or threatened in writing, any audits, actions, claims, examinations, administrative proceedings, court proceedings or other similar proceedings before any Tax Authority (each, a “Tax Proceeding”) in respect of material amounts of Taxes or material Tax matters of the Company or any of its Subsidiaries.

(d) No deficiency for any material amount of Tax has been asserted or assessed by any Governmental Authority in writing (or, to the Knowledge of the Company, has been threatened or proposed) against the Company or any of its Subsidiaries for any taxable period for which the period of assessment or collection remains open, except for deficiencies that have been satisfied by payment in full, settled or withdrawn.

(e) No written claim has been made by any Governmental Authority in a jurisdiction where the Company or any of its Subsidiaries does not file a particular type of Tax Return, or pay a particular type of Tax, that the Company or such Subsidiary, as the case may be, is or may be required to file that type of Tax Return, or is or may be subject to taxation of that type, in that jurisdiction, which claim has not been resolved or withdrawn, except as has not had, or would not be reasonably be expected to have, a Company Material Adverse Effect.

(f) Neither the Company nor any of its Subsidiaries was either a “distributing corporation” or a “controlled corporation” in a transaction intended to be governed in whole or in part by Section 355 or 361 of the Code (or any similar provision of state, local or foreign Tax Law) in the past three (3) years.

(g) Neither the Company nor any of its Subsidiaries has “participated” in a “listed transaction” as set forth in Treasury Regulation § 1.6011-4(b)(2).

(h) Neither the Company nor any of its Subsidiaries (i) is a party to or bound by, or currently has any material liability pursuant to, any Tax sharing, allocation, indemnification or similar agreement or arrangement (other than any customary commercial agreement or arrangement entered into in the ordinary course of business the primary purpose of which is unrelated to Taxes) or any agreement or arrangement under which the Company or any of its Subsidiaries may be required to make material payments with respect to any Tax benefits (whether actual or deemed) or Tax assets, including transaction Tax benefits arising from a prior transaction; (ii) is or has been a member of a group (other than a group the common parent of which is the Company) filing a consolidated, combined, affiliated, unitary, aggregate or similar Tax Return; (iii) has any liability for any Taxes of any Person other than the Company and its Subsidiaries pursuant to Treasury Regulation § 1.1502-6 (or any similar provision of state, local or foreign Tax Law), as a transferee or successor, by operation of Law or otherwise; (iv) is party to or bound by any rulings, closing agreements or similar agreements with any Tax Authority the terms of which

would have an effect on the Company or any of its Subsidiaries after the Closing; (v) has ever owned an interest, directly or indirectly, in any Person organized under the Laws of a jurisdiction other than the United States (or any political subdivision thereof) or treated as a “passthrough” entity for U.S. federal income Tax purposes.

(i) The Company is not, and has not been at any time in the last five (5) years, a “United States real property holding corporation” within the meaning of Section 897(c)(2) of the Code.

(j) For purposes of this Agreement: (i) “Taxes” means (x) all federal, state, local, foreign or other taxes, charges, fees, imposts, levies or other assessments, including all net income, gross receipts, gains, capital, sales, use, ad valorem, value added, transfer, registration, alternative or add-on minimum, franchise, profits, inventory, capital stock, license, withholding, payroll, employment, social security, unemployment, disability, escheat, unclaimed property, excise, severance, stamp, occupation, premium, property and estimated taxes, customs duties, fees, assessments and charges of any kind whatsoever and all interest, penalties, fines, additions to tax or additional amounts (and any interest in respect of such penalties, fines, additions to tax or additional amounts) imposed by any Governmental Authority in connection with any of the foregoing and (y) any liability for amounts described in clause (x) above of any other Person imposed under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or foreign Law), as a result of transferee or successor liability, by contract, by operation of law or otherwise, (ii) “Tax Returns” means any return, report, declaration, claim for refund, estimate, information return or statement or other similar document relating to or filed or required to be filed with any Governmental Authority with respect to Taxes, including any schedule or attachment thereto, and including any supplement or amendment thereof and (iii) “Tax Authority” means any Governmental Authority, board, bureau, body, Person, department or authority having jurisdiction with respect to any Tax (including the power to impose, determine the amount of, or collect any Tax).

Section 3.11 Employee Benefits Matters.

(a) Section 3.11(a) of the Company Disclosure Schedule sets forth a true and complete list of each material Company Plan (each a “Listed Company Plan” and, collectively, the “Listed Company Plans”); provided that Section 3.11(a) of the Company Disclosure Schedule shall not be required to list any standard offer letters or employment letters in jurisdictions where such offer letters or employment agreements are customary or required under applicable Law, for any individual whose annual compensation is less than \$200,000.

(b) The Company has made available to Parent true and complete copies of (a) each Listed Company Plan (including all amendments thereto) and written summaries of any Listed Company Plan not in writing, (b) the most recent annual reports on Form 5500 required to be filed with the Department of Labor with respect to each Listed Company Plan, (c) the most recent summary plan description (including all summaries of material modifications) for each Listed Company Plan for which such summary plan description is required or is provided to any participant, (d) the most recent financial statements for any Listed Company Plan and (e) each related trust agreement, insurance or group annuity contract or other funding arrangement relating to any Listed Company Plan.

(c) Except as has not had, or would not reasonably be expected to have, a Company Material Adverse Effect, (i) each Company Plan has been established, operated, maintained, funded and administered in compliance with its terms and in compliance with the applicable provisions of ERISA, the Code and all other applicable Laws, (ii) there are no pending or, to the Knowledge of the Company, threatened Actions, disputes or litigation (other than claims for benefits in the ordinary course) with respect to any Company Plans, (iii) there are no Governmental Authority audits or investigations pending or, to the Knowledge of the Company, threatened in connection with any Company Plan, (iv) there have been no “prohibited transactions” (as defined in Section 406 of ERISA or Section 4975 of the Code) or any breach of fiduciary duty (as determined under ERISA) involving the Company with respect to any Company Plan, (v) all contributions, distributions, reimbursements or premiums required to be made pursuant to the terms of any Company Plan or applicable Law with respect to such Company Plan have been timely made, or if not yet due, properly accrued, and (vii) no act or omission has occurred and no condition exists with respect to any Company Plan that would subject the Company, its Subsidiaries, Parent or any of their Affiliates to any fine, penalty, Tax or other liability imposed under ERISA, the Code or other applicable Law, including Section 4980B, 4980D, 4980H, 6721 or 6722 of the Code.

(d) Each Company Plan that is intended to be tax qualified under Section 401(a) of the Code is so qualified, has timely received a favorable determination, advisory or opinion letter from the IRS that the Company is currently entitled to rely upon or has filed a timely application therefor and no event has occurred that could adversely affect the qualification of such Company Plan or be expected to result in the revocation of such determination, advisory or opinion letter. The Company has made available to Parent a true and complete copy of the most recent determination, advisory or opinion letter received with respect to each such Company Plan.

(e) No Company Plan is, and none of the Company, its Subsidiaries, or any trade or business, whether or not incorporated, that together with the Company or any of its Subsidiaries would be deemed a “single employer” within the meaning of Section 4001(b) of ERISA at any relevant time, sponsors, maintains, contributes to, is required to contribute to or has any current or contingent liability or obligation with respect to or under: (i) a “multiemployer plan” (as defined in Section 3(37) of ERISA); (ii) a “defined benefit plan” (as defined in Section 3(35) of ERISA) or a plan that is or was subject to Section 302 or Title IV of ERISA or Section 412 of the Code; (iii) a “multiple employer plan” within the meaning of Section 413(c) of the Code; (iv) a “multiple employer welfare arrangement” (as defined in Section 3(40) of ERISA); or (v) any benefit plan, program, Contract, agreement or arrangement that provides for post-service or retiree medical or life insurance or other welfare-type benefits (other than health continuation coverage required by the requirements of Part 6 of Subtitle B of Title I of ERISA and Section 4980B of the Code and of any similar state Law and for which the recipient pays the full cost of coverage). Neither the Company nor any of its Subsidiaries has any current or contingent liability or obligation by reason of at any time being considered a single employer under Section 414 of the Code with any other Person.

(f) Except as set forth on Section 3.11(f) of the Company Disclosure Schedule, neither the execution and delivery of this Agreement nor the consummation of the Transactions contemplated by this Agreement will, either alone or in combination with another event (including any termination of employment on or following the Effective Time), (i) entitle any current or

former directors, officers or employees of the Company or any of its Subsidiaries to any compensation, severance pay, unemployment compensation or any other payment or material benefit, (ii) accelerate the time of payment or vesting, cause the funding of (through a grantor trust or otherwise), or increase the amount of compensation or benefits due to any such current or former director, officer or employee of the Company or any of its Subsidiaries or (iii) give rise to the payments or benefits of any amount that would subject any person to Section 4999 of the Code or result in the non-deductibility of any payment under Section 280G of the Code.

(g) Each Company Plan that constitutes in any part a nonqualified deferred compensation plan within the meaning of Section 409A of the Code has been operated and maintained in accordance with a good faith, reasonable interpretation of, and has been in compliance with, Section 409A of the Code and its purpose, as determined under applicable guidance of the Department of Treasury and the Internal Revenue Service, with respect to amounts deferred (within the meaning of Section 409A of the Code) after December 31, 2004. Neither the Company nor any of its Subsidiaries is a party to, or is otherwise obligated under, any contract, agreement, plan or arrangement that provides for the gross-up, indemnification, reimbursement of or other payment for any of any Taxes, interest or penalties imposed by Sections 409A or 4999 of the Code (or any corresponding provisions of state or local Law relating to Tax).

(h) Except as set forth on Section 3.11(h) of the Company Disclosure Schedule and except as has not had, and would not reasonably be expected to have, a Company Material Adverse Effect, (i) any individual who performs services for the Company or any of its Subsidiaries and who is not treated as an employee for federal income tax purposes by the Company or any of its Subsidiaries is not an employee under applicable Law including any Tax withholding purposes and (ii) the Company and its Subsidiaries have no liability by reason of an individual who performs or performed services for the Company or any of its Subsidiaries in any capacity being improperly excluded from participating in an US Benefit Plan or being improperly allowed to participate in any Company Plan.

Section 3.12 Labor.

(a) The Company and its Subsidiaries are not a party to or bound by any collective bargaining agreements, collective bargaining relationships, or any other similar Contracts with any labor union or labor organization. With respect to the Transactions, any notice required under any Law or collective bargaining agreement has been given, and all bargaining obligations with any employee representative have been, or prior to the Closing will be, satisfied. There are no, and since January 1, 2016 there have been no, union organizing or decertification activities are underway or threatened at the Company or any of its Subsidiaries. There are no (i) labor relations problems (including any past, current or threatened strikes, work stoppages, slowdowns, lockouts, or other labor disputes affecting the Company or any of its Subsidiaries) and (ii) no employment-related Actions, pending or, to the Knowledge of the Company, threatened in any forum, relating to an alleged violation or breach by the Company or any of its Subsidiaries (or their officers or directors) of any Law or Contract, and no such Actions have been filed against the Company or its Subsidiaries since January 1, 2016. Since January 1, 2016, neither the Company nor any of its Subsidiaries have taken any action that would implicate the WARN Act, or similar applicable Laws, nor does the Company or any of its Subsidiaries have any outstanding liability under such Laws. The Company and its Subsidiaries are not delinquent in the payment of any

wages, salaries, bonuses, commissions, wage premiums, or any other compensation that has become due and payable to its employees, independent contractors, or other service providers pursuant to any Law, Contract, or employment policy, except as has not had, and would not reasonably be expected to have, a Company Material Adverse Effect.

(b) Section 3.12(b) of the Company Disclosure Schedule, sets forth by date and location any employees terminated within the 90-day period preceding the date hereof.

Section 3.13 Environmental Matters. Except for those matters that have not had, or would not reasonably be expected to have, a Company Material Adverse Effect, (a) each of the Company and its Subsidiaries is and for the last three (3) years has been in compliance with all applicable Environmental Laws, which compliance includes obtaining, maintaining or complying with all Company Permits required under Environmental Laws for the operation of their respective businesses, (b) to the Knowledge of the Company, there has been no treatment, storage, transport, handling, disposal or release of or exposure of any Person to any Hazardous Materials in violation of or so as to give rise to liability under any applicable Environmental Law, including from any properties owned or leased by the Company or any of its Subsidiaries or as a result of any activity of the Company or any of its Subsidiaries during the time such properties were owned or leased by the Company or any of its Subsidiaries, (c) there is no investigation, suit, claim or action relating to or arising under Environmental Laws (including, without limitation, relating to or arising from the Release, threatened Release or exposure to any Hazardous Material) that is pending or, to the Knowledge of the Company, threatened in writing against the Company or any of its Subsidiaries or any real property currently owned, operated or leased by the Company or any of its Subsidiaries, (d) since January 1, 2016, as of the date of this Agreement, neither the Company nor any of its Subsidiaries has received any written notices, demand letters or written requests for information from any Governmental Authority alleging that the Company or any of its Subsidiaries is in violation of or has liability under any Environmental Law and (e) neither the Company nor any of its Subsidiaries has received any written notice of, or entered into any order, settlement, judgment, injunction or decree involving uncompleted, outstanding or unresolved violations, liabilities or corrective or remedial obligations relating to or arising under Environmental Laws (including, without limitation, relating to or arising from the Release, threatened Release or exposure to any Hazardous Material).

Section 3.14 Intellectual Property.

(a) Section 3.14(a) of the Company Disclosure Schedule sets forth, with the owner, country or region, registration and application numbers and dates indicated, as applicable, all Intellectual Property issued, registered, or applied for with any Governmental Authority and owned by the Company or any of its Subsidiaries. All fees, Taxes, annuities and other payments associated with filing, prosecuting, issuing, recording, registering or maintaining any such Intellectual Property due or payable before or as of the date hereof have been paid in full in a timely manner to the proper Governmental Authority.

(b) To the Knowledge of the Company, the Company or one of its Subsidiaries exclusively owns and has good and valid legal and equitable title to, or has a valid and enforceable license or right to use, all material Intellectual Property used in or necessary for the operation of the Company and its Subsidiaries' businesses, in each case free and clear of any Liens (other than

Permitted Liens). None of the Company Intellectual Property is jointly owned with any third Person.

(c) To the Knowledge of the Company, the conduct of the Company's business as currently conducted does not materially infringe, misappropriate or otherwise violate any Person's Intellectual Property and there is no claim of such infringement, misappropriation or other violation pending or, to the Knowledge of the Company, threatened in writing against the Company, including any offer to license any Intellectual Property or request to indemnify a customer. Since January 1, 2016, none of the Company or its Subsidiaries has received any written notice from any third Person, or, to the Knowledge of the Company, been involved in, any Action, alleging that the conduct of the business of the Company or its Subsidiaries, or the Company's or any of its Subsidiaries' products or offerings, materially infringes, misappropriates or otherwise violates the Intellectual Property of any third Person or constitutes unfair competition or unfair trade practices pursuant to the Laws of any jurisdiction. To the Knowledge of the Company, no Person is infringing, misappropriating or otherwise violating any Intellectual Property owned by the Company and (ii) no claims of such infringement or other violation are pending or threatened in writing against any Person by the Company, and (c) to the Knowledge of the Company, the Company and its Subsidiaries own or have sufficient rights under all Intellectual Property necessary for or material to the conduct of the business of the Company and its Subsidiaries, taken as a whole.

(d) None of the material issued, registered or applied-for Intellectual Property owned by the Company or any of its Subsidiaries is the subject of any inter parte proceedings, including reexaminations, interferences, oppositions, cancellations, or lawsuits. All of the Intellectual Property owned by the Company or its Subsidiaries is, where registered valid, subsisting, and, to the Knowledge of the Company, valid and enforceable. The Company and each of its Subsidiaries have taken reasonable steps to maintain, enforce and protect the Company's and its Subsidiaries' rights in their material trade secrets and other confidential and proprietary information. Each employee, contractor and consultant of the Company or any Subsidiary materially involved in the creation or development of Intellectual Property on behalf of the Company or any of its Subsidiaries has executed a valid and enforceable agreement that contains obligations of confidentiality and provisions assigning ownership of all Intellectual Property created by such individual to the Company or its Subsidiaries.

(e) As of the date hereof, the Company and its Subsidiaries possess a copy of the current version of all source code and other materials (including models, integrations and application programming interfaces) that embody Company Intellectual Property and is used by the Company or its Subsidiaries in the conduct of their respective businesses, or in the development and maintenance of the products of the Company and its Subsidiaries. None of the Company or its Subsidiaries has disclosed, delivered, licensed or otherwise made available, and does not have a duty or obligation (whether present, contingent, or otherwise) to disclose, deliver, license, or otherwise make available, any such source code and other materials to any Person.

(f) Except as set forth on Section 3.14(f) of the Company Disclosure Schedule, the Company and its Subsidiaries, and the conduct of their respective businesses, are in material compliance with, and since January 1, 2016 have been in material compliance with, all Data Security Requirements and to the Knowledge of the Company there have not been any actual or

written allegations of incidents of data security breaches, unauthorized access or unauthorized use of any of the Business Systems, or unauthorized acquisition, destruction, damage, disclosure, loss, corruption, alteration, or use of any Business Data. Except as has not had, and would not reasonably be expected to have, a Company Material Adverse Effect, no written notices have been received by, and no written claims, charges or complaints have been made against, the Company or any of its Subsidiaries by any Governmental Authority or by any Person alleging a violation by the Company or its Subsidiaries of any Data Security Requirements, and no such claims, charges or complaints have been threatened or are pending and, to the Company's Knowledge, there are no circumstances likely to give rise to any such claims, charges or complaints. Except as set forth on Section 3.14(f) of the Company Disclosure Schedule, the Company and its Subsidiaries (as applicable): (i) either exclusively owns and possesses, or jointly owns and possesses with certain of its partners through which its loans are made, all right, title and interest in and to the Company Product Data free and clear of any restrictions of any nature, including all Intellectual Property embodied in or associated with the underlying Company Product Data, and (ii) subject to the Company's privacy policy terms of use and applicable Law has all rights to all of the Company Product Data, except, in each case, as has not had, and would not reasonably be expected to have, a Company Material Adverse Effect.

Section 3.15 Property.

(a) Except as has not had, and would not reasonably be expected to have, a Company Material Adverse Effect, the Company or one of its Subsidiaries (i) own and have good and valid title to all of their respective owned real property or (ii) have valid leasehold interests in all of its leased properties, in each case free and clear of all Liens and Encumbrances (except in all cases for Permitted Liens and Permitted Encumbrances). Except as has not had, and would not reasonably be expected to have, a Company Material Adverse Effect and except as may be limited by the Bankruptcy and Equity Exception, all leases under which the Company or any of its Subsidiaries lease any real property are valid and in full force and effect against the Company or any of its Subsidiaries and, to the Knowledge of the Company, the counterparties thereto, in accordance with their respective terms. Except as has not had, and would not reasonably be expected to have, a Company Material Adverse Effect, neither the Company nor any of its Subsidiaries, nor, to the Knowledge of the Company, any other party to the lease, is in breach or default under any such real property lease, and no event has occurred or circumstance exists which, with the delivery of notice, the passage of time or both, would constitute such a material breach or default, or permit the termination, modification or acceleration of rent under such leases.

(b) Except with respect to matters related to real property (which are addressed in Section 3.15(a)) and Intellectual Property (which are addressed in Section 3.14(b)), each of the Company and its Subsidiaries has good, valid and marketable title to, or a valid leasehold interest in, all of the material properties and material assets owned or leased by them, in each case, free and clear of Liens and Encumbrances, other than Permitted Liens and Permitted Encumbrances and except as has not had, and would not reasonably be expected to have, a Company Material Adverse Effect.

Section 3.16 Contracts.

(a) For purposes of this Agreement, “Company Material Contract” means any Contract:

(i) that relates to any joint venture, partnership, limited liability or other similar agreements or arrangements relating to the formation, creation, operation, management or control of any joint venture or partnership;

(ii) pursuant to which the Company or any of its Subsidiaries has any Indebtedness in an amount in excess of \$100,000 outstanding in the aggregate or that is for any interest rate, currency or commodity derivatives or hedging transaction;

(iii) that provides for the creation of any Lien, other than a Lien created in the ordinary course of business or a Permitted Lien, with respect to any asset (including Intellectual Property or other intangible assets) material to the conduct of the business of the Company and its Subsidiaries, taken as a whole;

(iv) pursuant to which the Company or any of its Subsidiaries (A) is granted, licensed or receives any rights in any third-party Intellectual Property (excluding any commercially available, unmodified off-the-shelf Software that is licensed pursuant to standard terms and conditions with a total replacement cost of less than \$100,000 per year) that are sold, bundled or distributed with, or embedded, integrated or incorporated into, any Company product, or (B) has granted, licensed or otherwise transferred to any Person any licenses or rights under any Company Intellectual Property (other than non-exclusive licenses granted in the ordinary course of business to customers);

(v) that is a settlement, conciliation or similar agreement which would require the Company or any of its Subsidiaries to pay consideration of more than \$100,000 after the date of this Agreement or that impose any other material obligations upon the Company after the date of this Agreement;

(vi) that is a collective bargaining agreement or any other Contract with a labor organization;

(vii) that is a Contract for the engagement of any person on a full-time, part-time, or consulting basis, providing for annual base compensation in excess of \$200,000;

(viii) that contains any (A) covenant that limits the ability of the Company or any of its Subsidiaries to engage in any line of business, to solicit or sell any product or other assets to any material potential or actual customer, to compete with any Person or operate at any geographic location (or would so limit the freedom of the Surviving Corporation after the Closing Date) or that grants exclusivity rights by the Company or its Subsidiaries to any Person or (B) “most favored nation” terms, including such terms for pricing;

(ix) that contains a put, call, right of first refusal or similar right pursuant to which the Company or any of its Subsidiaries could be required to purchase or sell, as applicable, any (A) equity interests of any Person or (B) assets or businesses for an amount in excess, in the aggregate, of \$500,000;

(x) that contains any standstill or similar agreement pursuant to which the Company or any of its Subsidiaries has agreed not to acquire assets or securities of another Person other than the Company;

(xi) (A) that relates to the acquisition or disposition, directly or indirectly, of assets or capital stock or other equity interests (by merger or otherwise) of any Person for aggregate consideration in excess of \$500,000 or pursuant to which the Company or any of its Subsidiaries has continuing “earn out” or other contingent payment obligations after the date of this Agreement would reasonably be expected to exceed \$500,000; or (B) that gives any Person the right to acquire any assets of the Company or any of its Subsidiaries (excluding rights to purchase goods, products and off-the-shelf Intellectual Property in each case in the ordinary course of business) after the date of this Agreement with a total consideration of more than \$500,000;

(xii) that is a Contract with any (A) supplier that involved the payment of more than \$300,000 in the Company’s last fiscal year or (B) lender or partner pursuant to which the Company received in payment more than \$300,000 in the Company’s last fiscal year;

(xiii) that requires any capital commitment or capital expenditure (or series of capital expenditures) by the Company or any of its Subsidiaries in an amount in excess of \$100,000 individually, \$500,000 in the aggregate in any calendar year or \$1,000,000 in the aggregate over any period;

(xiv) that restricts payment of dividends or distributions in respect of the capital stock or equity interests of the Company or any of its Subsidiaries; and

(xv) under which the Company and its Subsidiaries are reasonably likely to be obligated to make or entitled to receive payments in the future in excess of \$250,000 per annum or \$1,000,000 during the life of the Contract.

(b) Except for this Agreement or as set forth in the appropriate subsection of Section 3.16(a) of the Company Disclosure Schedule, as of the date of this Agreement, neither the Company nor any of its Subsidiaries is a party to any Company Material Contract. True and complete copies of each Company Material Contract have been made available to Parent.

(c) Each Company Material Contract is valid and binding on the Company and any of its Subsidiaries, as applicable (and to the Knowledge of the Company, each other party thereto) and is in full force and effect and enforceable in accordance with its terms (subject to the Bankruptcy and Equity Exception), except where the failure to be valid, binding, enforceable and in full force and effect, has not had, and would not reasonably be expected to have, a Company Material Adverse Effect. The Company and its Subsidiaries (and, to the Knowledge of the Company, any other party thereto) have performed all obligations required to be performed by it

under each Company Material Contract, except where such noncompliance has not had, and would not reasonably be expected to have, a Company Material Adverse Effect, and neither the Company nor any of its Subsidiaries (and, to the Knowledge of the Company, no other party) is in breach of or default under the terms of any Company Material Contract where such breach or default would have, individually or in the aggregate, a Company Material Adverse Effect. Except as has not had, and would not reasonably be expected not to have, a Company Material Adverse Effect, (A) neither the Company nor any of its Subsidiaries has received written notice of termination, cancellation or the existence of any event or condition which constitutes, or after notice or lapse of time (or both), will constitute, to the Knowledge of the Company, a breach or default on the part of the Company or any of its Subsidiaries under a Company Material Contract, (B) no party to any Company Material Contract has provided written notice (y) exercising or threatening exercise of any termination rights with respect thereto or (z) of any dispute outside the ordinary course of business with respect to any Company Material Contract.

Section 3.17 Opinion of Financial Advisor. The Special Committee has received the opinion of PJT Partners LP to the effect that, as of the date thereof, and based upon and subject to the various assumptions, made, procedures followed, matters considered and qualifications and limitations set forth therein, the Merger Consideration to be received in the Merger by the Public Stockholders (other than the Rollover Stockholder) is fair, from a financial point of view, to the Public Stockholders (other than the Rollover Stockholder). A copy of such opinion will be provided to Parent by the Company promptly following the date of this Agreement.

Section 3.18 Brokers and Other Advisors. Except for PJT Partners LP, Highbury Partnership, and James Synge, the fees and expenses of which are the obligation of the Company, no broker, finder, financial advisor, investment banker or other Person is entitled to any brokerage, finder's, financial advisor's or other similar fee or commission in connection with the Transactions based upon arrangements made by or on behalf of the Company or any of its Subsidiaries. The Company has disclosed to Parent a copy of the Company's engagement letters with each of PJT Partners LP, Highbury Partnership, and James Synge, respectively, and all fees and expenses payable to each of PJT Partners LP, Highbury Partnership, and James Synge are set forth on Section 3.18 of the Company Disclosure Schedule.

Section 3.19 Stockholder Approvals. The only votes or approvals of the holders of any securities of the Company required in connection with the consummation of the Transactions are: (a) the adoption of this Agreement by the affirmative vote (in person or by proxy) of the holders of (i) a majority of the outstanding shares of Company Common Stock, including shares of Company Common Stock represented by Company CDIs (which shall be voted by the Depositary in accordance with the voting instructions of holders of Company CDIs), entitled to vote at the Stockholders Meeting (the "Statutory Stockholder Approval") and (ii) a majority of the outstanding shares of Company Common Stock, including shares of Company Common Stock represented by Company CDIs (which shall be voted by the Depositary in accordance with the voting instructions of holders of Company CDIs), entitled to vote at the Stockholders Meeting held by the Public Stockholders (the "Public Stockholder Approval," and together with the Statutory Stockholder Approval, the "Stockholder Approvals"), and (b) to the extent ASX has not waived its requirement to obtain stockholder approval to adjust the terms of the Stock Options and Restricted Shares as set out in Section 2.4, the affirmative vote of a majority of the outstanding shares of Company Common Stock (which shall be voted by the Depositary in accordance with

the voting instructions of holders of Company CDIs) entitled to vote at the Stockholders Meeting, disregarding the votes of any holders of such Stock Options and Restricted Shares, to adjust the terms of the Stock Options and Restricted Shares as set forth in Section 2.4 (the “Adjustment Approval”).

Section 3.20 Proxy Statement. The Proxy Statement to be filed by the Company with the ASX in connection with seeking the adoption of this Agreement by the stockholders of the Company (including any amendments or supplements thereto and any other document incorporated or referenced therein) and, at the time the Proxy Statement is filed with the ASX, or at the time the Proxy Statement is first mailed to the stockholders of the Company or at the time of the Stockholders Meeting, the Company shall use its reasonable best efforts to cause the information supplied therein not to contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading. Notwithstanding anything contained herein to the contrary, no representation is made by the Company with respect to statements made in the Proxy Statement based on information supplied, or required to be supplied, by or on behalf of Parent, Merger Sub or any of their Affiliates specifically for inclusion or incorporation by reference therein.

Section 3.21 Interested Party Transactions. Except as set forth on Section 3.21 of the Company Disclosure Schedule, no Affiliate of the Company (other than its Subsidiaries) and no executive officer or director of the Company or of any of its Subsidiaries or any Person directly owning five percent (5%) or more of the shares of Company Common Stock as of the date hereof (an “Affiliated Party”) is a party to any Contract with or binding upon the Company or any of its Subsidiaries (other than those related to employment, compensation, or incentive arrangements) or to the Knowledge of the Company has a material interest in any property or assets owned by the Company or any of its Subsidiaries or has engaged in any transaction (other than those related to employment, compensation or incentive arrangements) with the Company or any of its Subsidiaries (any such transaction, an “Interested Party Transaction”).

Section 3.22 Anti-Takeover Provisions. Assuming the accuracy of the representations and warranties set forth in Section 4.8, the approval of this Agreement by the Company Board constitutes approval of this Agreement and the Transactions for purposes of any “moratorium,” “control share acquisition,” “fair price,” “interested shareholder,” “affiliate transaction,” “business combination” or other antitakeover Laws, including Section 203 of the DGCL (collectively, “Takeover Laws”), and, accordingly, neither such Section nor any other Takeover Law or similar statute or regulation applies to the Transactions. The Company has no “rights plan,” “poison pill” or similar agreement or plan in effect.

Section 3.23 Sanctions and Trade Controls; Anti-Corruption.

(a) *Sanctions and Trade Controls.* Except as either set forth on Section 3.23(a) of the Company Disclosure Schedule or has not had, and would not reasonably be expected to have, a Company Material Adverse Effect,

(i) to the Knowledge of the Company, since January 1, 2016, the Company has conducted its transactions in accordance with all applicable United States

economic sanctions Laws, regulations, statutes, and orders; anti-money laundering Laws and regulations, export, import, and re-export control Laws and regulations; and all other applicable sanctions, export control, and import Laws, regulations, statutes, and orders in other countries in which the Company conducts business to the extent not inconsistent with United States Laws (collectively, "Trade Control Laws");

(ii) the Company has implemented and maintained in effect risk-based written policies, procedures and internal controls reasonably designed to prevent, deter and detect violations of applicable Trade Control Laws;

(iii) to the Knowledge of the Company, as of the date of this Agreement, there are no pending or threatened Action against the Company alleging any violation of any of the Trade Control Laws that are applicable to the Company; and

(iv) no licenses or approvals pursuant to the Trade Control Laws are necessary for the transfer of any export licenses or other export approvals to Parent or the Surviving Corporation in connection with the consummation of the Merger.

(b) *Anti-Corruption.* Since January 1, 2016, none of the Company or, to the Knowledge of the Company, any officer, director, agent, employee or other Person acting on their behalf, has, directly or indirectly in relation to the Company's business, (i) taken any action that would cause them to be in violation of any applicable provision of the FCPA or other applicable anti-corruption Laws in other countries in which the Company conducts business; (ii) used any corporate funds for unlawful contributions, gifts, entertainment or other unlawful expenses relating to political activity; (iii) made, offered or authorized any unlawful payment, or other unlawful thing of value, to foreign or domestic government officials or employees; or (iv) made, offered or authorized any unlawful bribe, rebate, payoff, influence payment, kickback or other similar unlawful payment in violation of the FCPA or other applicable anticorruption Laws. The Company has implemented and maintained in effect risk-based written policies, procedures and internal controls reasonably designed to prevent, deter and detect violations of the FCPA or other applicable anticorruption Laws.

Section 3.24 No Other Representations or Warranties. Except for the representations and warranties contained in Article III, or the Rollover Agreement or the Support Agreement (in each case, such exception solely with respect to the Persons party thereto) (i) neither the Company, the Subsidiaries of the Company, nor any of their respective Affiliates or Representatives makes or has made, nor is Parent or Merger Sub relying on, and Parent and Merger Sub expressly disclaim any reliance on, any representation or warranty, either express or implied, of any kind whatsoever, including without limitation any representation or warranty concerning (x) the Company, or any of its Subsidiaries; (y) any of the Company's, or any of its Subsidiaries' respective businesses, operations, assets, liabilities, results of operations, condition (financial or otherwise), or prospects; or (z) the Transactions contemplated by this Agreement, and (ii) the Company, the Subsidiaries of the Company and each of their respective Affiliates and Representatives hereby disclaims all liability and responsibility for any representation, warranty, projection, forecast, statement or information communicated, or furnished (orally or in writing) by the Company, the Subsidiaries of the Company and each of their respective Affiliates and Representatives (including any opinion,

information, projection, or advice that may have been or may be provided to Parent or Merger Sub by any Representative of the Company or any of its respective Subsidiaries or Affiliates).

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF PARENT AND MERGER SUB

Parent and Merger Sub jointly and severally represent and warrant to the Company as of the date hereof and as of the Closing:

Section 4.1 Organization, Standing and Corporate Power.

(a) Parent is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware, Intermediate Parent is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Delaware, and Merger Sub is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware, Parent, Intermediate Parent and Merger Sub each have all requisite corporate power and authority necessary to own or lease all of their respective properties and assets and to carry on their business as it is now being conducted. Each of Parent, Intermediate Parent and Merger Sub is duly qualified to do business and is in good standing in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned or leased by it makes such qualification necessary, except where the failure to be so qualified or in good standing has not had, and would not reasonably be expected to have, a Parent Material Adverse Effect.

(b) Parent has made available to the Company (or has otherwise made publicly available with the Parent's public filings with the U.S. Securities and Exchange Commission) true and complete copies of the certificate of incorporation and bylaws (or similar organizational documents) of Parent, Merger Sub and Intermediate Parent, as amended to the date of this Agreement, and each as so made available (or in the case of publicly available documents, the most recently filed versions) is in full force and effect on the date of this Agreement.

Section 4.2 Authority; Noncontravention.

(a) Each of Parent and Merger Sub has all requisite corporate power and authority to execute and deliver this Agreement, to perform their respective obligations hereunder and to consummate the Transactions. The execution and delivery of and performance by Parent and Merger Sub under this Agreement, and the consummation by Parent and Merger Sub of the Transactions, have been duly authorized and approved by all necessary corporate action by Parent and Merger Sub and adopted by Intermediate Parent as the sole stockholder of Merger Sub, and no other corporate action on the part of Parent and Merger Sub is necessary to authorize the execution and delivery of and performance by Parent and Merger Sub under this Agreement and the consummation by them of the Transactions. This Agreement has been duly executed and delivered by Parent and Merger Sub and, assuming due authorization, execution and delivery hereof by the Company, constitutes a legal, valid and binding obligation of each of Parent and Merger Sub, enforceable against each of them in accordance with its terms, subject to the

Bankruptcy and Equity Exception. No vote or approval of the holders of any class or series of capital stock of Parent is necessary to adopt this Agreement and approve the Transactions.

(b) None of the execution and delivery of this Agreement by Parent and Merger Sub, the consummation by Parent or Merger Sub of the Transactions, or compliance by Parent or Merger Sub with any of the terms or provisions hereof, will (with or without notice or lapse of time, or both) (i) contravene, conflict with or violate any provision of the certificate of incorporation and bylaws of Parent or Merger Sub, in each case as amended to the date of this Agreement, (ii) assuming that each of the consents, authorizations and approvals referred to in Section 4.3 and each of the filings referred to in Section 4.3 are made and any applicable waiting periods referred to therein have expired, contravene, conflict with or violate any Law applicable to Parent, Merger Sub or any of their Subsidiaries, any of their respective properties or assets or (iii) result in any breach of, or constitute a default under, or give rise to any right of termination, amendment, acceleration or cancellation of, any Contract to which Parent, Merger Sub or any of their respective Subsidiaries is a party, except, in the case of clauses (ii) and (iii), as has not had, and would not reasonably be expected to have, a Parent Material Adverse Effect.

Section 4.3 Governmental Approvals. Except for (a) filings required under, and compliance with other applicable requirements of the ASX Listing Rules and ASX Settlement Operating Rules, (b) the filing of the Certificate of Merger with the Secretary of State of the State of Delaware pursuant to the DGCL, (c) filings required under, and compliance with other applicable requirements of, the HSR Act, and (d) the State Regulatory Approvals set forth on Section 3.4 of the Company Disclosure Schedule, no consents or approvals of, or filings, declarations or registrations with, any Governmental Authority are necessary for the execution and delivery of this Agreement by Parent and Merger Sub and the consummation by Parent and Merger Sub of the Transactions, other than as has not had, and would not reasonably be expected to have, a Parent Material Adverse Effect.

Section 4.4 Brokers and Other Advisors. No broker, finder, financial advisor, investment banker or other Person is entitled to any brokerage, finder's, financial advisor's or other similar fee or commission in connection with the Transactions based upon arrangements made by or on behalf of Parent or Merger Sub for which the Company would have any liability prior to Closing.

Section 4.5 Ownership and Operations of Merger Sub. Intermediate Parent owns beneficially and of record all of the outstanding capital stock of Merger Sub. Both Intermediate Parent and Merger Sub were formed solely for the purpose of engaging in the Transactions. Except for obligations or liabilities incurred in connection with their formation and the Transactions, Intermediate Parent and Merger Sub have engaged in no other business activities and have conducted their operations only as contemplated hereby.

Section 4.6 Vote/Approval Required. The vote or consent of Intermediate Parent as the sole stockholder of Merger Sub (which shall have occurred prior to the Effective Time) is the only vote or consent of the holders of any class or series of capital stock of Parent, Intermediate Parent and Merger Sub, respectively, necessary to approve this Agreement or the Merger or the other Transactions contemplated hereby.

Section 4.7 Sufficient Funds. Parent has, or will have prior to the Closing, sufficient cash, marketable securities, available lines of credit or other sources of immediately available funds to deliver the aggregate Merger Consideration and make the payments required under Section 2.4, and any other amounts incurred or otherwise payable by Parent, Merger Sub or the Surviving Corporation in connection with the Transactions.

Section 4.8 Share Ownership. Neither Parent, Intermediate Parent nor Merger Sub has been, at any time during the three (3) years preceding the date of this Agreement, an “interested stockholder” of the Company, as defined in Section 203 of the DGCL. As of the date of this Agreement, none of Parent, Merger Sub or their respective Affiliates including Intermediate Parent owns (directly or indirectly, beneficially or of record) any shares of capital stock of the Company (other than the Rollover Shares) and none of Parent, Merger Sub or their respective Affiliates including Intermediate Parent holds any rights to acquire any shares of capital stock of the Company except pursuant to this Agreement and the Rollover Agreement.

Section 4.9 Legal Proceedings. As of the date of this Agreement, there is no pending or, to the Knowledge of Parent, threatened, Action against Parent, Intermediate Parent or Merger Sub that would have a Parent Material Adverse Effect.

Section 4.10 Proxy Statement. Parent shall use its reasonable best efforts to cause the information the information provided by Parent, Intermediate Parent or Merger Sub for inclusion in the Proxy Statement, at the time it is filed with the ASX and at the time it is first mailed to the stockholders of the Company or at the time of the Stockholders Meeting, not to contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

Section 4.11 Acknowledgement of No Other Representations and Warranties. Parent and Merger Sub have conducted their own independent investigation, verification, review, and analysis of the businesses, operations, results of operations, financial condition, assets, liabilities, and prospects of the Company and its Subsidiaries, to the extent necessary and appropriate for Parent and Merger Sub to make an informed decision with respect to whether to enter into this Agreement and to consummate the Transactions contemplated by this Agreement. Parent and Merger Sub acknowledge and agree that their Affiliates and Representatives have been provided with access that they need or have requested to the personnel, properties, and records of the Company and its Subsidiaries and that such access was sufficient to allow Parent and Merger Sub to conduct and complete a comprehensive investigation, verification, review, and analysis of the Company and its Subsidiaries.

(b) Parent and Merger Sub acknowledge and agree that, except for the representations and warranties contained in Article III or the Rollover Agreement or the Support Agreement (in each case, such exception solely with respect to the Persons party thereto) (i) neither the Company, the Subsidiaries of the Company, nor any of their respective Affiliates or Representatives makes or has made, nor are Parent or Merger Sub relying on, and Parent and Merger Sub expressly disclaim any reliance on, any representation or warranty, either express or implied, of any kind whatsoever, including without limitation any representation or warranty concerning (x) the Company, or any of its Subsidiaries; (y) any of the Company’s, or any of its

Subsidiaries' respective businesses, operations, assets, liabilities, results of operations, condition (financial or otherwise), or prospects; or (z) the Transactions contemplated by this Agreement, and (ii) the Company, the Subsidiaries of the Company and each of their respective Affiliates and Representatives hereby disclaims all liability and responsibility for any representation, warranty, projection, forecast, statement or information communicated, or furnished (orally or in writing) by the Company, the Subsidiaries of the Company and each of their respective Affiliates and Representatives (including any opinion, information, projection, or advice that may have been or may be provided to Parent or Merger Sub by any Representative of the Company or any of its respective Subsidiaries or Affiliates).

(c) Without limiting the generality of clauses (a) and (b) above, Parent and Merger Sub acknowledge and agree that (i) in connection with their investigation of the Company and its Subsidiaries, Parent and Merger Sub have received from or on behalf of the Company or its Subsidiaries certain projections, including projected statements of operating revenues and income from operations of the Company and its Subsidiaries and certain business plan information of the Company and its Subsidiaries, (ii) there are uncertainties inherent in attempting to make such estimates, projections, and other forecasts and plans, that Parent and Merger Sub are familiar with such uncertainties, and that Parent and Merger Sub are taking full responsibility for making their own evaluation of the adequacy and accuracy and completeness of all estimates, projections, and other forecasts and plans so furnished to them (including the reasonableness of the assumptions underlying such estimates, projections, and forecasts), (iii) neither the Company nor any of its Subsidiaries, Affiliates, or Representatives makes any representations or warranties whatsoever with respect to such estimates, projections, and other forecasts and plans (including the reasonableness of the assumptions underlying such estimates, projections, and forecasts), and Parent and Merger Sub have not relied thereon, and (iv) neither Parent nor Merger Sub nor any of their respective Affiliates will have claim against the Company or its Subsidiaries, or any other Person with respect thereto.

Section 4.12 No Competing Business. As of the date hereof, neither Parent, Intermediate Parent, nor Merger Sub controls a Person who primarily owns, controls, or operates a business engaged in the same lines of businesses and the same geographic regions to the businesses of the Company or any of its Subsidiaries.

ARTICLE V

COVENANTS

Section 5.1 Conduct of Business. Except as expressly required or permitted by this Agreement, as required by applicable Law or as specifically disclosed in Section 5.1 of the Company Disclosure Schedule, during the period from the date of this Agreement until the earlier of the Effective Time and the termination of this Agreement in accordance with its terms, unless Parent otherwise consents in writing (which consent shall not be unreasonably withheld, delayed or conditioned), the Company shall conduct its and its Subsidiaries' business in the ordinary course of business and use reasonable best efforts to preserve intact its and its Subsidiaries' business organization and maintain in effect all Company Permits. Without limiting the generality of the foregoing, except as expressly required or permitted by this Agreement, as required by applicable Law or as specifically disclosed in Section 5.1 of the Company Disclosure Schedule, during the

period from the date of this Agreement until the Effective Time, unless Parent otherwise consents in writing (which consent shall not be unreasonably withheld, delayed or conditioned), the Company shall not, and shall not permit any of its Subsidiaries to:

(a) issue, sell, grant, pledge, dispose of or encumber or otherwise subject to a Lien (other than a Permitted Lien), or authorize the issuance, sale, grant, pledge, disposition or encumbrance of, any shares of its capital stock or Contingent Company Equity, or take any action to cause to be exercisable any otherwise unexercisable Stock Option (except as otherwise provided by the express terms of any unexercisable Stock Options outstanding on the date of this Agreement and made available to Parent), except for (A) the issuance of shares of Company Common Stock required to be issued upon exercise or settlement of Stock Options, as provided by the express terms of any Stock Options outstanding on the date of this Agreement and made available to Parent, and (B) transactions among the Company and its wholly-owned Subsidiaries;

(b) redeem, purchase or otherwise acquire any of its outstanding shares of capital stock or Contingent Company Equity, except in connection with withholding to satisfy tax obligations with respect to Stock Options and Restricted Shares, acquisitions in connection with the forfeiture of equity awards, or acquisitions in connection with the net exercise of Stock Options;

(c) (A) declare, authorize, set aside for payment or pay any dividend on, or make any other distribution in respect of, any shares of its capital stock, other than dividends paid by any wholly owned Subsidiary of the Company to the Company or any other wholly owned Subsidiary of the Company or (B) adjust, split, combine, subdivide or reclassify any shares of its capital stock or Contingent Company Equity;

(d) incur, offer, place, arrange, syndicate, assume, guarantee, prepare or otherwise become liable for any Indebtedness (directly, contingently or otherwise);

(e) sell, assign, lease, license, transfer, exchange or swap, mortgage or otherwise encumber (including securitizations), or subject to any Lien (other than Permitted Liens) or otherwise dispose of any of its properties or assets (including any capital stock of any of the Company's Subsidiaries), except (A) sales of assets not to exceed \$150,000 in the aggregate or (B) pursuant to Contracts in force on the date of this Agreement as set forth in Section 5.1(e) of the Company Disclosure Schedule;

(f) make or authorize any capital expenditures in an amount equal to or greater than 10% of the capital expenditures expressly contemplated in the budget of the Company made available to Parent, or fail to make any material capital expenditures consistent therewith;

(g) (i) make any acquisition (including by merger, consolidation or otherwise) of the capital stock or the assets of any other Person, except for ordinary course purchases of goods, products and off-the-shelf Software in the ordinary course of business, (ii) make any capital contributions or investments (including through any loans or advances) in any Person (other than the Company or any direct or indirect wholly owned Subsidiary of the Company), (iii) enter into any new line of business or (iv) create any Subsidiaries;

(h) (i) modify, amend, terminate or waive any rights or claims under any Company Material Contract in any material respect, or (ii) enter into any new agreement that (x) would have been considered a Company Material Contract if it were entered into prior to the date of this Agreement, other than in the ordinary course of business or (y) contains a change in control or similar provision in favor of the other party or parties thereto that would require a material payment to or give rise to any material rights to such other party or parties in connection with the consummation of the Merger (including in combination with any other event or circumstance) or any subsequent change in control of the Company or any of its Subsidiaries, except in the case of clauses (i) and (ii) (x), with respect to Company Material Contracts that are (or would be) covered by subclauses (iv) (*IP Contracts*), (viii) (*Restrictive Covenants*), (xi) (*Certain Acquisitions and Dispositions*) or (xiv) (*Capital Expenditures*) of Section 3.16(a), in which case no such action shall be taken without Parent's prior consent;

(i) enter into, renew, fail to renew, amend or terminate in any material respect any material lease relating to real property;

(j) (A) sell, assign, transfer, convey, license, waive rights, abandon or otherwise dispose of any material Intellectual Property, except for non-exclusive licenses of Intellectual Property granted to customers of the Company that are entered into in the ordinary course of business, (B) fail to diligently prosecute or maintain any material Intellectual Property or (C) disclose any material trade secrets of the Company or any of its Subsidiaries other than pursuant to agreements entered into in the ordinary course of business that contain confidentiality undertakings with respect to such confidential information and trade secrets;

(k) other than as required by Law, or as required pursuant to the terms of any Company Plan in effect on the date of this Agreement and set forth on Section 3.11(a) of the Company Disclosure Schedule, (A) increase the annual level of base compensation, wages, bonuses, incentive compensation, pension, severance or termination pay or any other compensation or benefits, payable or to become payable to any current or former director, officer, employee or independent contractor of the Company or any of its Subsidiaries, (B) increase the coverage or benefits available under any Company Plan or any other benefit or compensation plan, policy, program, Contract, agreement or arrangement that would be a Company Plan if in effect as of the date hereof, (C) hire any (i) individual (other than engineers) to be employed by the Company or any of its Subsidiaries with annual base salary of \$200,000 or more or (ii) engineer to be employed by the Company or any of its Subsidiaries with annual base salary of \$250,000 or more or terminate the employment of any employee (including, for the avoidance of doubt, engineers) of the Company or any of its Subsidiaries with annual base salary of \$150,000 or more other than for "cause," (D) loan or advance any money or other property to any present or former director, officer or employee of the Company or any of its Subsidiaries or make any change in its existing borrowing or lending arrangements for or on behalf of any of such Persons, (E) establish, adopt, amend in any material respect or terminate any Company Plan (or any other benefit or compensation plan, policy, program, Contract, agreement or any arrangement that would be a Company Plan if in effect on the date hereof), (F) take any action to accelerate the vesting or funding or payment of any compensation (including severance, Restricted Shares or Stock Options) or benefit to any current or former director, executive officer, employee or independent contractor of the Company or any of its Subsidiaries or (G) pay to any current or former director, executive officer, employee or independent contractor of the Company or any of its Subsidiaries

any compensation or benefit not required under any Company Plan as in effect on the date of this Agreement;

(l) enter into any collective bargaining agreement or any other Contract with any labor organization, works council, trade union, labor association, or other employee representative, except as required by applicable Law;

(m) implement any facility closings or employee layoffs that implicate the WARN Act;

(n) make any material change to its methods of accounting in effect at December 31, 2018, except as required by AAS, as required by a Governmental Authority or quasi-Governmental Authority (including the Financial Accounting Standards Board or any similar organization) or as required by applicable Law;

(o) (i) make, change or revoke any material Tax election, (ii) file an amended Tax Return, fail to timely file (taking into account valid extensions) any material Tax Return required to be filed or file any material Tax Return in a manner materially inconsistent with the past practices of the Company and its Subsidiaries, (iii) adopt or change any method of Tax accounting or change any annual Tax accounting period, (iv) settle, compromise or abandon any material Tax Proceeding or any material Tax claim or assessment, (v) enter into any “closing agreement” within the meaning of Code Section 7121 (or any predecessor provision or similar provision of state, local or foreign Law) with respect to Taxes, (vi) surrender any right to claim a material refund of Taxes, (vii) seek any Tax ruling from any Tax Authority, (viii) consent to any extension or waiver of the limitation period applicable to any material Tax claim or assessment, (ix) fail to pay any material amount of Tax as it becomes due or (x) make any Tax entity classification election for U.S. federal income Tax purposes;

(p) amend or otherwise change the Company Charter Documents or organizational documents of the Company’s Subsidiaries;

(q) other than any Transaction Litigation (which is addressed in Section 5.10) voluntarily settle, pay, discharge or satisfy any Claim or Action that involves (i) the payment of monetary damages, fines, penalties or consumer restitution in excess of \$125,000 individually or \$250,000 in the aggregate, (ii) any relief, other than the payment by the Company of a liquidated amount in cash, including debarment, corporate integrity agreements, any undertaking restricting the operations of the Company’s business or the granting or renewal of licenses, deferred prosecution agreements, consent decrees, plea agreements or mandatory or permissive exclusion, seizure or detention of product, or notification, repair or replacement, but excluding customary non-material settlement undertakings such as confidentiality agreements, mutual covenants not to sue and cross-releases of the claims subject to the proceeding, or (iii) any other administrative action brought by, or civil settlements with any Governmental Authority arising under applicable Laws;

(r) adopt a plan or agreement of complete or partial liquidation or dissolution, merger, consolidation, restructuring or other reorganization of the Company or any of its Subsidiaries (other than the Merger);

- (s) enter into or amend any Interested Party Transaction; or
- (t) agree, authorize, resolve or make any commitment, in writing or otherwise, to take any of the foregoing actions.

Section 5.2 Preparation of the Proxy Statement; Stockholders Meeting.

(a) As promptly as reasonably practicable after the date of this Agreement (and in any event no later than forty (40) calendar days after the date of this Agreement, subject to receipt from Parent and Merger Sub of any requisite information related thereto a reasonable amount of time in advance thereof), the Company shall prepare, finalize and file the Proxy Statement with the ASX. The Company shall ensure that the Proxy Statement complies in all material respects with the requirements of all Laws, including the ASX Listing Rules and ASX Settlement Operating Rules (and the rules and regulations thereunder), applicable thereto as of the date of such filing. The Company shall cause the Proxy Statement to be filed with the ASX as promptly as reasonably practicable after the Proxy Statement is finalized and mailed to the Company's stockholders as promptly as practicable. Prior to filing or mailing the Proxy Statement (including any amendment or supplement thereto) the Company shall provide, and, if applicable, cause its Representatives to provide, Parent a reasonable opportunity to review and propose comments on such Proxy Statement (or such amendment or supplement thereto) and shall in good faith consider such comments reasonably proposed by Parent for inclusion therein. Each of Parent and Merger Sub shall cooperate reasonably with the Company in connection with the preparation and filing of the Proxy Statement, including promptly furnishing to the Company in writing upon request any and all information relating to it as may be required to be set forth in the Proxy Statement under applicable Law.

(b) Unless this Agreement is terminated pursuant to Section 7.1, (i) the Company shall take all action in accordance with applicable Law, the Company Charter Documents, organizational documents of the Company's Subsidiaries and the ASX Listing Rules and ASX Settlement Operating Rules to establish a record date for, duly call, give notice of, convene and hold a meeting of the holders of Company Common Stock and holders of Company CDIs, to vote on the adoption of this Agreement (the "Stockholders Meeting") on a date selected by the Company, in consultation with Parent, as promptly as reasonably practicable (and in any event no later than thirty (30) calendar days after the mailing of the Proxy Statement), for the purpose of obtaining the Stockholder Approvals and (ii) the adoption of this Agreement and the adjournment of the Stockholders Meeting to solicit additional proxies if there are insufficient votes in favor of adoption of this Agreement in accordance with Section 5.2(c) shall be the only matters which the Company shall propose to be acted on by the Company's stockholders at the Stockholders Meeting unless otherwise approved in writing by Parent.

(c) Unless this Agreement is terminated pursuant to Section 7.1, the Company shall not postpone, recess or adjourn the Stockholders Meeting without the prior written consent of Parent; provided that the Company may postpone, recess or adjourn such meeting without Parent's consent solely (i) to the extent required by applicable Law, (ii) if as of the time for which the Stockholders Meeting is originally scheduled (as set forth in the Proxy Statement), (A) the Company has not received proxies representing a sufficient number of shares of Company Common Stock to obtain the Stockholder Approvals to allow reasonable additional time to solicit

additional proxies or (B) there are insufficient shares of Company Common Stock represented (either in person or by proxy) and voting to constitute a quorum necessary to conduct the business of the Stockholders Meeting or (iii) to allow reasonable additional time for the dissemination of any supplemental or amended disclosure which the Company Board has determined in good faith after consultation with outside counsel is necessary under applicable Law and for such supplemental or amended disclosure to be disseminated and reviewed by the Company's stockholders prior to the Stockholders Meeting to the extent so determined to be necessary; provided further that, other than pursuant to clauses (i) or (ii) above, the Stockholders Meeting shall not be postponed, recessed or adjourned pursuant to the immediately preceding proviso to a date that is more than thirty (30) calendar days after the date on which the Stockholders Meeting was originally scheduled (as set forth in the Proxy Statement), and, in any event, to a date not fewer than three (3) Business Days prior to the End Date, without the prior written consent of Parent. Notwithstanding the foregoing, the Company shall, at the request of Parent, to the extent permitted by Law, adjourn the Stockholders Meeting to a date mutually agreed with Parent for the absence of a quorum or if the Company has not received proxies representing a sufficient number of shares of Company Common Stock to obtain the Stockholder Approvals; provided that the Company shall not be required to adjourn the Stockholders Meeting more than two times pursuant to this sentence, and no such adjournment pursuant to this sentence shall be required to be for a period exceeding ten (10) Business Days.

(d) The Company shall, through the Company Board (acting upon the unanimous recommendation of the Special Committee), but subject to the right of the Company Board to make a Recommendation Change pursuant to Section 5.3(c) or to terminate this Agreement pursuant to Section 7.1, (i) recommend adoption of this Agreement by the stockholders of the Company, (ii) include the Company Recommendation in the Proxy Statement and (iii) use reasonable best efforts to solicit from its stockholders proxies in favor of the adoption of this Agreement and obtain the Stockholder Approvals.

Section 5.3 No Solicitation; Change in Recommendation.

(a) None of the Company, the Company Board, the Special Committee or any of the Company's Affiliates shall, nor shall the Company or any of its Affiliates authorize or permit any of its or their Representatives to, directly or indirectly, (i) solicit, initiate, induce or knowingly take any action with the intent of encouraging or facilitating the submission or announcement of any Acquisition Proposal, or any inquiries, proposals or offers that would reasonably be expected to lead to an Acquisition Proposal, (ii) enter into or participate in any discussions or negotiations with, furnish any information relating to the Company or any of its Affiliates or afford access to the business, properties, assets, books or records of the Company or any of its Affiliates to, or otherwise cooperate in any way with, assist or knowingly take any action with the intent of facilitating any Person (other than Parent, Merger Sub and their respective Affiliates and Representatives and whether or not a Person making an Acquisition Proposal) to, or knowingly cooperate in any way with any Person (other than Parent, Merger Sub and their respective Affiliates and Representatives and whether or not a Person making an Acquisition Proposal) with respect to, any Acquisition Proposal or any inquiry or proposal that would reasonably be expected to lead to an Acquisition Proposal, (iii) approve, recommend or declare advisable, or propose to approve, recommend or declare advisable, or permit the Company or any of its Affiliates to execute or enter into, any letter of intent, memorandum of understanding, agreement in principle, merger

agreement, acquisition agreement, option agreement, joint venture agreement, partnership agreement, regulatory filing or other agreement or arrangement, other than an Acceptable Confidentiality Agreement (an "Acquisition Agreement"), constituting or related to, or that is intended to or would reasonably be expected to lead to, any Acquisition Proposal, or requiring, or reasonably expected to cause, the Company to abandon, terminate, materially delay or fail to consummate, or that would otherwise materially impede or interfere with, the Transactions or (iv) resolve, propose or agree to do any of the foregoing. The Company shall, and shall cause its Affiliates and its and their respective Representatives to, immediately cease and cause to be terminated all then existing discussions or negotiations with any Person conducted heretofore with respect to any Acquisition Proposal, or any inquiry or proposal that may reasonably be expected to lead to an Acquisition Proposal, request the prompt return or destruction of all confidential information previously furnished, immediately terminate all physical and electronic dataroom access previously granted to any such Person or its Representatives, and, between the date hereof and the Effective Time, take such action as is necessary to enforce, and not grant any waiver, amendment or release under, any confidentiality provisions, "standstill" provisions or provisions of similar effect to which it is a party or of which it is a beneficiary, or any restrictive provision in the Company Charter Documents or comparable organizational documents of any of the Company's Affiliates; provided that the Company Board, or any committee thereof, may grant any waiver, amendment or release of such provisions if it has determined in good faith, after consultation with its outside legal counsel, that failure to take such action would be reasonably likely to be inconsistent with the directors' fiduciary duties under the Laws of the State of Delaware. Without limiting the foregoing, it is agreed that any violation of the restrictions set forth in this Section 5.3(a) by any Representative of the Company or any of its Affiliates shall constitute a breach of this Section 5.3(a) by the Company.

(b) Except as expressly permitted by Section 5.3(c) and subject to the Company's compliance with Section 5.3(d), neither the Company Board nor any committee thereof (including the Special Committee) shall (i) withhold, withdraw, qualify, amend or modify (or publicly propose to withhold, withdraw, qualify, amend or modify), in any manner adverse to Parent or Merger Sub, the approval, recommendation or declaration of advisability by the Company Board or any committee thereof with respect to this Agreement (the "Company Recommendation") or fail to include the Company Recommendation in the Proxy Statement, (ii) adopt, approve, endorse, recommend or declare advisable, or propose or resolve to adopt, approve, endorse, recommend or declare advisable (publicly or otherwise), any Acquisition Proposal, (iii) following the announcement by a third party of a bona fide Acquisition Proposal by such third party, fail to reaffirm publicly the Company Recommendation by the later to occur of ten (10) Business Days prior to the date of the Stockholders Meeting (as such date may have been adjourned or postponed) and ten (10) Business Days following a request therefor by Parent (or such shorter period as may exist between the date of Acquisition Proposal and the date of the Stockholders Meeting), (iv) take formal action or make any recommendation or public statement in connection with a tender offer or exchange offer relating to securities of the Company, other than a recommendation against such offer or a "stop, look and listen" communication by the Company Board or any committee thereof (including the Special Committee), (v) within ten (10) Business Days of a tender or exchange offer relating to securities of the Company having been commenced, fail to publicly recommend against such tender or exchange offer or fail to publicly reaffirm the Company Recommendation or (vi) agree to take any of the foregoing actions (any action in this Section 5.3(b) being referred to as a "Recommendation Change").

(c) Notwithstanding the foregoing but subject in each case to the Company's compliance with Section 5.3(d), at any time prior to obtaining the Stockholder Approvals:

(i) the Company and its Representatives may, in response to a *bona fide*, written Acquisition Proposal that did not result from a breach of this Section 5.3 and that the Company Board or the Special Committee determines in good faith after consultation with outside legal counsel and its financial advisor would reasonably be expected to constitute or lead to a Superior Proposal, (x) furnish information with respect to the Company and its Affiliates to the Person making such Acquisition Proposal (and its Representatives) (provided that all such information has previously been provided to Parent or is provided to Parent promptly (and in any event within 24 hours) following the time it is provided to such Person) pursuant to (but only pursuant to) an Acceptable Confidentiality Agreement and (y) engage or participate in discussions or negotiations only with the Person making such Acquisition Proposal regarding the terms of such Acquisition Proposal and the negotiation of such terms with, and only with, the Person making such Acquisition Proposal (and such Person's Representatives) following the execution of an Acceptable Confidentiality Agreement with such Person;

(ii) the Company Board or the Special Committee may make a Recommendation Change described in clause (i) of Section 5.3(b) in connection with an Intervening Event; and

(iii) the Company Board or the Special Committee may make a Recommendation Change or terminate this Agreement pursuant to Section 7.1(d)(ii) to enter into a definitive Acquisition Agreement (a "Superior Proposal Termination"), in each case, with respect to a bona fide, written Acquisition Proposal that did not result from a breach of this Section 5.3 and that the Company Board or the Special Committee, as applicable, determines in good faith, after consultation with outside legal counsel and its financial advisor, constitutes a Superior Proposal; provided that immediately prior to or concurrently with such a termination, the Company pays the Termination Fee payable pursuant to Section 7.3(a) and enters into such definitive Acquisition Agreement concurrently therewith or promptly thereafter.

(d) The Company (and the Company Board, the Special Committee, the Company's Affiliates and the Company's Representatives) shall be entitled to take action pursuant to Section 5.3(c) only if (i) in all circumstances referred to in Section 5.3(c), the Company Board or the Special Committee determines in good faith, after consultation with outside legal counsel and its financial advisor, that the failure to take the relevant action would be reasonably likely to be inconsistent with their fiduciary duties under the Laws of the State of Delaware and (ii) in all circumstances referred to in Section 5.3(c)(ii) and Section 5.3(c)(iii), in addition to complying with clause (i) of this Section 5.3(d), prior to making any Recommendation Change or effecting any Superior Proposal Termination, (A) the Company shall notify Parent in writing at least four (4) Business Days prior to making such Recommendation Change or effecting such Superior Proposal Termination of its intention to effect such Recommendation Change or Superior Proposal Termination (which notice shall, if in connection with an Intervening Event, include reasonable detail regarding the Intervening Event or, if in connection with a Superior Proposal, include the terms and conditions of such Superior Proposal, the identity of the third party making such

Superior Proposal, and a copy of the most recent draft of any written agreement, proposal or other document relating thereto; provided that in the event of any material amendment to the terms of such Superior Proposal, the Company shall be required to deliver a new written notice to Parent and comply again with the provisions of this Section 5.3(d) (except that the deadline for such new written notice shall be revised to be two (2) Business Days)), (B) during the applicable notice period contemplated by clause (A), the Company shall negotiate with Parent in good faith (to the extent Parent wishes to negotiate) to make such adjustments to the terms and conditions of this Agreement such that the Recommendation Change is no longer necessary or the Superior Proposal ceases to be a Superior Proposal, as applicable, and (C) at the end of such notice period, the Company Board or the Special Committee, taking into consideration in good faith any changes to this Agreement offered by Parent, determines in good faith, after consultation with its outside legal counsel and financial advisor that failure to take make such Recommendation Change would continue to be inconsistent with the directors' fiduciary duties under the Laws of the State of Delaware.

(e) In addition to the obligations of the Company set forth in Sections 5.3(a) and 5.3(b), the Company shall promptly, and in any event within 24 hours of becoming the receipt thereof, advise Parent of any proposals or offers received with respect to an Acquisition Proposal (including any request for nonpublic information from or any discussions or negotiations that are sought to be initiated or continued with the Company, the Company Board, the Special Committee or the Company's Representatives), provide Parent a copy of (or, if oral, a summary of the material terms and conditions of) any such Acquisition Proposal and related documentation (including any changes thereto) and the identity of the Person making any such Acquisition Proposal or requesting information or discussions. The Company shall (i) keep Parent informed on a reasonably prompt basis (and in any event within 24 hours) of the status and details (including any change to the terms thereof) of any matters contemplated by this Section 5.3(e), and (ii) provide to Parent on a reasonably prompt basis (and in any event within 24 hours) after receipt or delivery thereof copies of all material correspondence and other written material exchanged between the Company or any of its Affiliates and any Person that describes any of the terms or conditions of any Acquisition Proposal (or, if communications are oral, provide to Parent a summary of the material terms and conditions of any Acquisition Proposal).

(f) For purposes of this Agreement:

(i) The term "Acceptable Confidentiality Agreement" means (a) a confidentiality agreement between the Company and a Person making an Acquisition Proposal entered into prior to the date of this Agreement, or (b) if entered into on or after the date of this Agreement, a confidentiality agreement on terms no less favorable to the Company in any material respect than those contained in the Confidentiality Agreement.

(ii) The term "Acquisition Proposal" means any *bona fide* inquiry, proposal or offer from any Person (other than an inquiry, proposal or offer from Parent, Merger Sub or any of their respective Affiliates or by any of their respective Representatives acting on their behalf) relating to any direct or indirect acquisition, including by way of any merger, consolidation, tender offer, exchange offer, stock acquisition, asset acquisition, binding share exchange, business combination, recapitalization, liquidation, dissolution, joint venture, license or similar transaction, of (A)

assets that constitute or represent twenty-five percent (25%) or more of the assets (including capital stock of the Company's Affiliates) of the Company and its Affiliates, taken as a whole, or (B) twenty-five percent (25%) or more of the outstanding shares of capital stock, or other voting securities, of the Company (by vote or value) or of any class of capital stock of, or other voting securities of, one or more of the Company's Subsidiaries which, in the aggregate, directly or indirectly hold the assets referred to in clause (A) of this sentence, or (C) any combination of the foregoing, in each case other than the Transactions.

(iii) The term "Superior Proposal" means any *bona fide*, written Acquisition Proposal that, if consummated, would result in any Person acquiring a majority of the assets (including capital stock of the Company's Affiliates) of the Company and its Affiliates, taken as a whole, or becoming the beneficial owner of a majority of the outstanding shares of Company Common Stock, and that the Company Board or the Special Committee determines in good faith, after consultation with outside legal counsel and its financial advisor, (1) (a) is reasonably likely to be consummated or (b) is not less likely to be consummated in accordance with its terms than the Transactions and (2) would result in a transaction that, if consummated, is more favorable from a financial point of view to the Public Stockholders than the Transactions, taking into consideration, in each case, among other things, all of the legal, financial, regulatory and other aspects of such Acquisition Proposal and this Agreement (in each case taking into account any revisions to this Agreement made or proposed in writing by Parent prior to the time of determination), including conditions, financing, and the identity of the Person or group making the Acquisition Proposal.

(iv) The term "Intervening Event" means any event, occurrence, fact, condition, development, change or effect that is not known (or, if known, the consequences of which were not reasonably foreseeable) by the Company Board or the Special Committee as of the date hereof; provided that in no event shall (1) the receipt, existence or terms of an Acquisition Proposal, or (2) the fact, in each case in and of itself, that the Company meets or exceeds any internal or published projections, forecasts or estimates of its revenue, earnings or other financial performance or results of operations for any period ending on or after the date of this Agreement, or changes after the date of this Agreement in the market price or trading volume of the Company CDIs or the credit rating of the Company constitute an Intervening Event.

(g) Nothing contained in this Section 5.3 shall be deemed to prohibit the Company or the Company Board or any committee thereof from complying with its disclosure obligations under the ASX Listing Rules with regard to an Acquisition Proposal. For the avoidance of doubt, complying with such obligations or making such disclosure shall not in any way limit or modify the effect that any such action has under this Agreement, including whether there has been a Recommendation Change.

Section 5.4 Reasonable Best Efforts.

(a) Subject to the terms and conditions of this Agreement, each of the Company, Parent and Merger Sub shall use its respective reasonable best efforts to take promptly,

or cause to be taken promptly, all appropriate actions and do, or cause to be done, and to assist and cooperate with the other parties hereto in doing all things necessary, proper or advisable under applicable Law or otherwise to consummate and make effective the Transactions as soon as practicable, including using reasonable best efforts to (A) obtain from any Governmental Authority any consents, licenses, waivers, approvals, authorizations, registrations, permits, orders or other confirmations necessary, proper or advisable to be obtained by Parent or the Company or any of their respective Subsidiaries, or to avoid any Action by any Governmental Authority, in connection with the authorization, execution and delivery of this Agreement and the consummation of the Transactions, (B) obtain all necessary consents, approvals or waivers from third parties (other than, for the avoidance of doubt, any Governmental Authority) reasonably requested by Parent to be obtained in connection with the Transactions; provided that, with respect to the consents, approvals and waivers of third parties referred to in preceding clause (B), in no event shall Parent, Merger Sub, the Company or any of their respective Subsidiaries be required to make any payment to such third parties or concede anything of value in any case prior to the Effective Time in order to obtain any such consent, clearance, approval or waiver and (C) promptly furnish information and documentation required in connection with such registrations, submissions and filings under Antitrust Laws as are required to be submitted pursuant to Section 5.4(b) and under applicable Law as are required to be submitted pursuant to Section 5.4(c) and as may be required or reasonably requested by any Governmental Authority pursuant thereto. For purposes hereof, “Antitrust Laws” means the Sherman Act, the Clayton Act, the HSR Act, the Federal Trade Commission Act, and all other applicable Laws issued by a Governmental Authority that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or lessening of competition through merger or acquisition.

(b) Each party hereto agrees to (A) make an appropriate filing of a Notification and Report Form pursuant to the HSR Act with respect to the Transactions as soon as practicable and in any event within ten (10) Business Days after the date of this Agreement (unless the parties otherwise agree to a different date) and (B) use its reasonable best efforts to take, or cause to be taken, all other actions consistent with this Section 5.4 necessary to cause the expiration or termination of the applicable waiting periods under the HSR Act (including any extensions thereof) as soon as practicable.

(c) Each party agrees to (i) make the appropriate applications, notices, petitions, filings, and other submissions as set forth on Section 5.4(c) of the Company Disclosure Schedule as soon as practicable after the date of this Agreement (the “State Regulatory Approvals”) and (ii) use its reasonable best efforts to take or cause to be taken all other actions consistent with this Section 5.4(c) as necessary to obtain, as soon as practicable, any consents, licenses, waivers, approvals, authorizations, registrations, permits, orders or other confirmations necessary, proper or advisable to be obtained by Parent or the Company or any of their respective Subsidiaries, with respect to such State Regulatory Approvals. For the avoidance of doubt, the entirety of this Section 5.4 is qualified by Section 5.4 of the Parent Disclosure Schedules.

(d) Except where prohibited by applicable Law or any Governmental Authority, and subject to the terms of the Confidentiality Agreement, the Company, Parent and Merger Sub shall: (i) promptly notify the other parties hereto of, and if in writing, furnish the others with copies of (or, in the case of oral communications, advise the other parties of the contents of) any communication to such Person from a Governmental Authority and permit the other parties to

review and discuss in advance (and to consider in good faith any comments made by the others in relation to) any proposed analyses, appearances, presentations, memoranda, briefs, white papers, arguments, opinions and proposals related to this Agreement or the Transactions before making or submitting any of the foregoing to any Governmental Authority and provide the other parties with copies of the same following the submission thereof (or, in the case of oral communications, advise the other parties of the contents thereof), (ii) keep the other parties reasonably informed of any developments, meetings or discussions with any Governmental Authority in respect of any filings, investigation, or inquiry concerning the Transactions and (iii) to the extent practicable, consult with each other in advance of any meeting or discussions with any Governmental Authority and, to the extent practicable and permitted by the Governmental Authority, give the other party and/or its counsel the opportunity to attend and participate in such meetings and discussions in respect of any filings, investigation or inquiry concerning the Transactions. However, each of Parent and the Company may designate any non-public information provided to any Governmental Authority as restricted to “Outside Antitrust Counsel” only and any such information shall not be shared with employees, officers or directors or their equivalents of the other party without approval of the party providing the non-public information; provided that each of the Parent and Company may redact such information as necessary to (i) remove any valuation and related information or (ii) address any contractual arrangements or reasonable attorney-client or other privilege or confidentiality concerns prior to sharing with another party; provided, further, that Parent may redact any information relating to the Murdoch family or the Murdoch Family Trust which Parent, in its good faith judgment, considers to be confidential information that is not (and is not reasonably expected to become) a part of any other publicly available information. Notwithstanding the foregoing, Parent shall, following consultation with the Company and after giving due consideration to its views and acting reasonably and in good faith, direct the parties’ efforts to gain regulatory clearance.

(e) Prior to the Closing, neither Parent nor its Affiliates shall enter into any Contract to acquire any other business, if any such proposed acquisition (i) would reasonably be expected to increase the market power attributable to Parent and its Affiliates in a manner materially adverse to (A) the obtaining of clearance or the expiration of the required waiting periods under the HSR Act or (B) the obtaining of the State Regulatory Approvals set forth on Section 6.2(f) of the Company Disclosure Schedule or (ii) would otherwise prevent or materially delay the consummation of such Transactions.

Section 5.5 Public Announcements. The initial press release with respect to the execution of this Agreement shall be a joint press release to be reasonably agreed upon by Parent and the Company. Following such initial press release, Parent and the Company shall consult with each other before issuing, and give each other the opportunity to review and comment upon, any press release or other public statements with respect to the Transactions and shall not issue any such press release or make any such public statement prior to such consultation, except as such party may reasonably conclude may be required by applicable Law and the ASX Listing Rules, court process or by obligations pursuant to any listing agreement with any national securities exchange or national securities quotation system (and then only after as much advance notice and consultation as is feasible); provided that the restrictions set forth in this Section 5.5 shall not apply to any release or public statement (a) made or proposed to be made by the Company or Parent in connection with an Acquisition Proposal, a Superior Proposal or a Recommendation Change or any action taken pursuant thereto, so long as such releases or public statements otherwise comply

with Section 5.3 or (b) in connection with any dispute between the parties regarding this Agreement or the Transactions. Notwithstanding the foregoing, without the prior consent of the other parties, each party (i) may communicate information that is not confidential information of any other party to financial analysts, investors and media representatives in a manner consistent with its past practice in compliance with applicable Law and (ii) may disseminate the information included in a press release or other document previously approved for external distribution by the other parties.

Section 5.6 Access to Information; Confidentiality. Subject to applicable Laws relating to the exchange of information, from the date of this Agreement until the earlier of the Effective Time or the date on which this Agreement is terminated in accordance with its terms, the Company shall, and shall cause its Subsidiaries and Representatives to, (a) afford to Parent and its Representatives reasonable access during normal business hours to the Company's employees, properties, books, Contracts and records and (b) furnish promptly to Parent such information concerning the Company's (and its Subsidiaries') financial and operating data, business, properties and personnel as Parent may reasonably request; provided that Parent and its Representatives shall conduct any of the foregoing activities in such a manner as not to interfere unreasonably with the business or operations of the Company or its Subsidiaries; provided further that the Company shall not be obligated to provide such access or information if the Company determines, in its reasonable judgment, that doing so would violate applicable Law or a Contract with a third-party or jeopardize the attorney-client privilege of the Company or any of its Subsidiaries; provided further that to the extent reasonably practicable, the parties will make appropriate substitute arrangements under circumstances in which the restrictions of the preceding proviso apply. No investigation pursuant to this Section 5.6 shall affect or be deemed to modify or supplement any representation or warranty made by the Company herein. Until the Effective Time, the information provided under this Section 5.6 will be subject to the terms of the confidentiality letter agreement, dated as of May 6, 2019, between Parent and the Company (as it may be amended from time to time, the "Confidentiality Agreement").

Section 5.7 Takeover Laws. The Company and the Company Board shall each (a) use its reasonable best efforts to ensure that no Takeover Laws or similar statute or regulation is or becomes applicable to the Transactions and (b) if any Takeover Laws or similar statute becomes applicable to the Transactions, use its reasonable best efforts to ensure that such Transactions may be consummated as promptly as practicable on the terms contemplated by this Agreement and otherwise to eliminate or minimize the effect of such statute or regulation on the Transactions.

Section 5.8 Indemnification and Insurance.

(a) From and after the Effective Time, the Surviving Corporation shall indemnify, defend and hold harmless each current and former director and officer of the Company or any of its Subsidiaries and each person who served as a director, officer, member, trustee or fiduciary of another corporation, partnership, joint venture, trust, pension or other employee benefit plan or enterprise if such service was at the request or for the benefit of the Company or any of its Subsidiaries (each, an "Indemnitee" and, collectively, the "Indemnitees") against all claims, liabilities, losses, damages, judgments, fines, penalties, costs (including amounts paid in settlement or compromise) and expenses (including fees and expenses of legal counsel) in connection with any actual or threatened claim, suit, action, proceeding or investigation (whether

civil, criminal, administrative or investigative) (each, a “Claim”), whenever asserted, arising out of, relating to or in connection with any action or omission relating to their position with the Company or any of its Subsidiaries occurring or alleged to have occurred before or at the Effective Time to the fullest extent permitted under applicable Law. At the Effective Time, the Surviving Corporation shall, and Parent shall cause the Surviving Corporation and its Subsidiaries to, cause the certificate of incorporation and bylaws of the Surviving Corporation and the organizational documents of the Surviving Corporation’s Subsidiaries, as applicable, to include provisions for limitation of liabilities of directors and officers, indemnification, advancement of expenses and exculpation of the Indemnitees no less favorable to the Indemnitees than as set forth in the Company Charter Documents in effect on the date of this Agreement, which provisions shall not, for a period of six (6) years following the Effective Time, be amended, repealed or otherwise modified in a manner that would adversely affect the rights thereunder of the Indemnitees as of the date of this Agreement, except as required by applicable Law; provided that all rights to indemnification hereunder in respect of any Claim pending or asserted or any Claim made within such period shall continue until the disposition or resolution of such Claim.

(b) From and after the Effective Time, the Surviving Corporation shall pay and advance to an Indemnitee any expenses (including fees and expenses of legal counsel) in connection with any Claim relating to any acts or omissions covered under this Section 5.8 as and when incurred to the fullest extent permitted under applicable Law; provided that the person to whom expenses are advanced provides an undertaking to repay such expenses if it is ultimately determined that such Indemnitee was not entitled to indemnification under this Section 5.8.

(c) For a period of six (6) years from the Effective Time, Parent shall cause to be maintained in effect the coverage provided by the policies of directors’ and officers’ liability insurance and fiduciary liability insurance in effect as of the date of this Agreement maintained by the Company and its Subsidiaries with respect to matters arising on or before the Effective Time either through the Company’s existing insurance provider or another provider reasonably and mutually selected by Parent and the Company; provided that, after the Effective Time, Parent shall not be required to pay aggregate premiums in excess of 300% of the last annual premium paid by the Company prior to the date of this Agreement in respect of the coverages required to be obtained pursuant hereto, but in such case shall purchase as much coverage as reasonably practicable for such amount; provided further that in lieu of the foregoing insurance coverage, the Company or Parent may purchase “tail” insurance coverage, at a cost no greater than 300% of the last annual premium paid by the Company prior to the date of this Agreement in respect of the coverages required to be obtained pursuant hereto, that provides coverage no materially less favorable than the coverage described above.

(d) The provisions of this Section 5.8 (i) are intended to be for the benefit of, and shall be enforceable by, each Indemnitee and his or her heirs, executors or administrators, (ii) are in addition to, and not in substitution for or limitation of, any other rights to indemnification or contribution that any such Person may have by contract or otherwise and (iii) shall survive the consummation of the Merger.

(e) In the event that Parent, the Surviving Corporation or any of their respective successors or assigns (i) consolidates with or merges into any other Person and is not the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfers or conveys all

or substantially all of its properties and assets to any Person, then, and in each such case, proper provision shall be made so that the successors and assigns of Parent and the Surviving Corporation shall assume all of the obligations thereof set forth in this Section 5.8.

Section 5.9 Notices of Certain Events. From and after the date of this Agreement until the Effective Time, each of the Company and Parent shall promptly notify the other orally and in writing of (a) any change, effect, event, occurrence, development or state of facts within such party's Knowledge that, individually or in the aggregate, would reasonably be expected to cause any condition to the obligations of any party to effect the Merger not to be satisfied, (b) any Action commenced or, to any party's Knowledge, threatened against, such party or any of its Affiliates in connection with, arising from or otherwise relating to the Merger ("Transaction Litigation"), or (c) to such party's Knowledge, the failure of such party to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it pursuant to this Agreement which, individually or in the aggregate, would reasonably be expected to result in any condition to the obligations of any party to effect the Merger not to be satisfied; provided that the delivery of any notice pursuant to this Section 5.9 shall not cure any breach of any representation or warranty requiring disclosure of such matter prior to the date of this Agreement or otherwise limit or affect the remedies available hereunder to any party. The parties agree and acknowledge that, except with respect to clauses (b) and (c) of the first sentence of this Section 5.9, the Company's compliance or failure of compliance with this Section 5.9 shall not be taken into account for purposes of determining whether the condition referred to in Section 6.2(b) shall have been satisfied.

Section 5.10 Transaction Litigation. The Company shall give Parent the opportunity to fully and actively participate in, but not control, the defense or settlement of any Transaction Litigation that may be initiated or is pending or, to the Knowledge of the Company, threatened against the Company, its Subsidiaries or any of its or their respective directors or officers (including derivative Claims), and the Company shall keep Parent reasonably informed with respect to the status thereof. The Company agrees that it shall not compromise, offer to settle, agree to any settlement of or come to any arrangement regarding any Transaction Litigation without Parent's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed). Each of Parent and the Company shall notify the other promptly (and in any event within 48 hours) of the commencement of any such litigation of which it has received notice. Notwithstanding anything to the contrary contained in this Section 5.10, neither the Company nor any of its Subsidiaries shall be required to provide access to or to disclose information where such access or disclosure would, as determined by the Company's outside counsel, (i) reach any agreement with any third party, (ii) constitute a waiver of the attorney-client or other privilege held by the Company or (iii) otherwise violate any applicable Law; provided, that in the case of each of clauses (i) and (ii), to the extent reasonably requested by Parent, the Company shall use its reasonable best efforts to develop an alternative to providing such information so as to address such matters that is reasonably acceptable to Parent.

Section 5.11 Employee Matters.

(a) For a period of one year following the Effective Time or until termination of the relevant Company Employee, if sooner (the "Transition Period"), Parent shall provide, or shall cause to be provided, to employees of the Company and its Subsidiaries (including the Surviving Corporation and its Subsidiaries) as of the Effective Time ("Company Employees"),

(i) annual base salary or base wages (as applicable), and annual cash incentive compensation opportunities (including target bonus amounts that are payable subject to the satisfaction of performance criteria in effect immediately prior to the Effective Time as may be reasonably modified to take into account the effects of the Transactions) that are no less favorable than the base salary, wages and annual cash incentive opportunity provided to such Company Employees, on an employee-by-employee basis, immediately prior to the Effective Time and (ii) other material employee benefits (but excluding any equity based compensation, nonqualified deferred compensation, retention or transaction bonus compensation), in each case, that are no less favorable in the aggregate to the employee benefits (but excluding any equity based compensation, nonqualified deferred compensation, retention or transaction bonus compensation) provided to the Company Employees immediately prior to the Effective Time under the Listed Company Plans.

(b) Notwithstanding any other provision of this Agreement to the contrary, Parent shall or shall cause the Surviving Corporation to provide Company Employees whose employment terminates during the Transition Period with severance benefits pursuant to the Listed Company Plans.

(c) For purposes of eligibility to participate and vesting, but not for purposes of defined benefit pension accrual, early retirement subsidies under any defined benefit pension plan or for any purposes under any long-term incentive plan or equity base benefit plan, under the employee benefit plans of the Surviving Corporation and its Subsidiaries providing 401(k) or paid time off benefits to any Company Employee after the Effective Time (including the Company Plans), each Company Employee shall be credited with his or her years of service with the Company and its Subsidiaries and their respective predecessors before the Effective Time, to the same extent and for the same purposes as such Company Employee was entitled, before the Effective Time, to credit for such service under any similar Company Plan in which such Company Employee participated or was eligible to participate immediately prior to the Effective Time, provided that the foregoing shall not apply to the extent that its application would result in a duplication of benefits or compensation with respect to the same period of service. In addition, in the calendar year in which the Closing Date occurs, (i) Parent shall cause the Surviving Corporation or any of its Subsidiaries to cause each Company Employee to be immediately eligible to participate, without any waiting time, in any and all plans providing group health benefits (the “New Plans”) to the extent coverage under such New Plan is replacing comparable coverage under a Company Plan in which such Company Employee participated immediately before the Effective Time (such plans, collectively, the “Old Plans”) to the extent that such waiting time was satisfied or did not apply under such comparable Old Plan, (ii) for purposes of each New Plan, Parent shall cause the Surviving Corporation or any of its Subsidiaries to cause all pre-existing condition exclusions and actively-at-work requirements of such New Plan to be waived for such Company Employee and his or her covered dependents, to the extent such conditions were inapplicable or waived under the comparable Old Plans in which such Company Employee participated immediately prior to the Effective Time, and (iii) Parent shall cause the Surviving Corporation or any of its Subsidiaries to cause any eligible expenses incurred by any Company Employee and his or her eligible, covered dependents under any Old Plan providing group health benefits during the portion of the plan year of the Old Plan in which the Closing Date occurs to be taken into account under such New Plan for purposes of satisfying all deductible, coinsurance and maximum out-of-pocket requirements applicable to such Company Employee and his or her eligible covered

dependents for the applicable plan year as if such amounts had been paid in accordance with such New Plan to the extent that such expenses were so credited under the Old Plan.

(d) Notwithstanding anything to the contrary contained in this Section 5.11 or elsewhere in the Agreement, nothing contained in this Section 5.11 shall (i) be treated, or construed to establish, or as an amendment to, any Company Plan, New Plan or other benefit or compensation plan, program, policy, Contract, agreement or arrangement, (ii) obligate Parent, the Surviving Corporation or any of their respective Subsidiaries to (A) maintain any particular benefit or compensation plan or arrangement for any employee or former employee (or dependent or beneficiary thereof) or (B) retain the employment or service of any particular employee or any other Person (or any right to a particular term or condition of employment or service) for any duration, (iii) confer upon any Person, other than the parties to this Agreement, any rights or remedies of any nature whatsoever, including any third party beneficiary rights, under or by reason of this Section 5.11, or (iv) prevent, alter or limit Parent or the Surviving Corporation or any of their Subsidiaries from amending or terminating any Company Plan, New Plan or any other benefit or compensation plan, policy, program, Contract, agreement or arrangement, or from terminating the employment or service of any Person at any time for any or nor reason.

Section 5.12 Merger Sub and Surviving Corporation. Parent shall take all actions necessary to (a) cause Merger Sub and the Surviving Corporation to perform promptly their respective obligations under this Agreement and (b) cause Merger Sub to consummate the Merger on the terms and conditions set forth in this Agreement.

Section 5.13 No Control of Other Party's Business. Nothing contained in this Agreement is intended to give Parent or Merger Sub, directly or indirectly, the right to control or direct the Company's or any of its Subsidiaries' operations prior to the Effective Time. Prior to the Effective Time, the Company shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its and its Subsidiaries' respective operations.

Section 5.14 De-Listing. The Company shall take all steps necessary to cause the Company to be de-listed from the ASX with effect as of the Effective Time (or such other date as determined by the ASX).

Section 5.15 Director Resignations. Prior to the Closing, the Company shall deliver to Parent written resignations executed by each director of the Company in office immediately prior to the Effective Time, which resignations shall be effective at the Effective Time.

Section 5.16 FIRPTA Certificate. The Company shall deliver to Parent a duly executed affidavit and notice to the IRS, dated as of the Closing Date and in accordance with Treasury Regulation Sections 1.1445-2(c)(3) and 1.897-2(h), certifying that each "interest" in the Company (within the meaning of Section 897(c)(1) of the Code) is not a "United States real property interest" within the meaning of Section 897(c) of the Code.

ARTICLE VI

CONDITIONS PRECEDENT

Section 6.1 Conditions to Each Party's Obligation to Effect the Merger. The respective obligations of each party hereto to effect the Transactions shall be subject to the satisfaction (or waiver, if permissible under applicable Law other than the condition set forth in Section 6.1(a), which may not be waived by any party) on or prior to the Closing of the following conditions:

(a) Stockholder Approvals. The Stockholder Approvals shall have been obtained.

(b) Regulatory Approvals. All waiting periods (and any extensions thereof) applicable to the Merger under the HSR Act shall have expired or shall have been earlier terminated.

(c) No Injunctions or Restraints. No Order (whether temporary, preliminary or permanent in nature) issued by any court of competent jurisdiction or other restraint or prohibition of any Governmental Authority of competent jurisdiction (collectively, "Restraints") shall be in effect, and no Law shall have been enacted, entered, promulgated, enforced or deemed applicable by any Governmental Authority of competent jurisdiction that, in any case, prohibits or makes illegal the consummation of the Merger.

(d) ASX Approvals. All waivers, confirmations or approvals required to be obtained from the ASX to facilitate the Merger, including ASX's consent to (i) the Rollover Agreement and the Transactions contemplated thereby and (ii) the early release of the shares of Company Common Stock, including the shares of Company Common Stock represented by Company CDIs, and options exercisable into shares of Company Common Stock from escrow under the escrow arrangements entered into in connection with the Company's listing on the ASX in accordance with the ASX Listing Rules shall have been obtained (and any conditions imposed by ASX in granting its consent have been satisfied). In addition, to the extent the Adjustment Approval has not been obtained, the ASX Adjustment Consent shall have been obtained.

Section 6.2 Conditions to Obligations of Parent and Merger Sub. The obligations of Parent and Merger Sub to effect the Transactions are further subject to the satisfaction (or waiver, if permissible under applicable Law) on or prior to the Closing of the following conditions:

(a) Representations and Warranties. (i) The representations and warranties of the Company set forth in Section 3.2(a) (*Capitalization*) (other than the last sentence of Section 3.2(a)) and in Section 3.2(d) shall be true and correct in all respects as of the date of this Agreement and as of the Effective Time, as though made as of such time (except to the extent any such representation and warranty expressly speaks as of another specified time, in which case as of such time), except where the failure of such representations and warranties to be so true and correct is *de minimis*, (ii) the representation contained in Section 3.7(b) (*Absence of MAE*) shall be true and correct in all respects as of the date of this Agreement and as of the Effective Time, as though made as of such time, (iii) the representations and warranties of the Company set forth in Section

3.1 (Organization, Standing and Corporate Power), Section 3.3(a) (Authority), Section 3.9 (Compliance with Laws; Permits), Section 3.17 (Opinion of Financial Advisor), Section 3.18 (Brokers and Other Advisors) and Section 3.22 (Anti-Takeover Provisions), disregarding all qualifications and exceptions contained therein relating to “materiality,” “Company Material Adverse Effect” or similar qualifiers, shall be true and correct in all material respects as of the date of this Agreement and as of the Effective Time, as though made as of such time (except to the extent any such representation and warranty speaks as of another specified time, in which case as of such time) and (iv) all other representations and warranties of the Company set forth in this Agreement, disregarding all qualifications and exceptions contained therein relating to “materiality,” “Company Material Adverse Effect” or similar qualifiers, shall be true and correct as of the date of this Agreement and as of the Effective Time as if made as of such time (except to the extent any such representation and warranty speaks as of another specified time, in which case as of such time), except where the failure to be so true and correct has not had, and would not reasonably be expected to have, a Company Material Adverse Effect.

(b) Performance of Obligations of the Company. The Company shall have performed in all material respects all obligations required to be performed by it under this Agreement at or prior to the Closing.

(c) No Company Material Adverse Effect. Since the date of this Agreement, there shall not have occurred any change, effect, event, occurrence, development or state of facts that has had, or would reasonably be expected to have, a Company Material Adverse Effect.

(d) No Actions. There shall be no Action instituted or pending by a Governmental Authority of competent jurisdiction seeking any Order to prohibit or make illegal the consummation of the Transactions.

(e) Certificate. The Company shall have delivered to Parent a certificate, dated as of the Closing Date and signed by its Chief Executive Officer or another senior officer, certifying to the effect that the conditions set forth in Section 6.2(a), Section 6.2(b) and Section 6.2(c) have been satisfied.

(f) State Regulatory Approvals. Each of the State Regulatory Approvals set forth on Section 6.2(f)(i) of the Company Disclosure Schedule shall have been obtained, and 80% of the State Regulatory Approvals set forth on Section 6.2(f)(ii) of the Company Disclosure Schedule (rounded down to the nearest whole number) shall have been obtained.

(g) Contribution of Rollover Shares. The Rollover Stockholder shall have contributed the Rollover Shares to Intermediate Parent pursuant to the Rollover Agreement.

Section 6.3 Conditions to Obligations of the Company. The obligations of the Company to effect the Transactions are further subject to the satisfaction (or waiver, if permissible under applicable Law) on or prior to the Closing of the following conditions:

(a) Representations and Warranties. The representations and warranties of Parent and Merger Sub set forth in this Agreement, disregarding all qualifications and exceptions contained therein relating to “materiality,” “Parent Material Adverse Effect” or similar qualifiers, shall be true and correct as of the date of this Agreement and as of the Effective Time, as though

made as of such time (except to the extent any such representation and warranty speaks as of another specified time, in which case as of such time), except for such failures to be so true and correct has not had, and would not reasonably be expected to have, a Parent Material Adverse Effect.

(b) Performance of Obligations of Parent and Merger Sub. Parent and Merger Sub shall have performed in all material respects all obligations required to be performed by them under this Agreement at or prior to the Closing.

(c) Certificate. Parent shall have delivered to the Company a certificate, dated as of the Closing Date and signed by its Chief Executive Officer or another senior officer, certifying to the effect that the conditions set forth in Section 6.3(a) and Section 6.3(b) have been satisfied.

Section 6.4 Frustration of Closing Conditions. None of the Company, Parent or Merger Sub may rely on the failure of any condition set forth in Section 6.1, Section 6.2 or Section 6.3, as the case may be, to be satisfied if such failure was caused by the failure of such party to perform its obligations under this Agreement.

ARTICLE VII **TERMINATION**

Section 7.1 Termination. Notwithstanding anything to the contrary contained in this Agreement, this Agreement may be terminated and the Transactions abandoned at any time prior to the Effective Time:

- (a) by the mutual written consent of the Company and Parent; or
- (b) by either of the Company or Parent:

(i) if the Merger shall not have been consummated on or before January 31, 2020 (as such date may be extended pursuant to this Section 7.1(b)(i), the “End Date”); provided, that if the conditions set forth in Section 6.1(b), Section 6.1(c), Section 6.2(f) (but for the purposes of Section 6.1(c), only if such Restraint or Law is under or pursuant to any Antitrust Laws) shall not have been satisfied or duly waived but all other conditions to the Closing set forth in Article VI have been satisfied by the End Date (other than those conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction of such conditions), then either Parent or the Company may extend the End Date by written notice to the other party by an additional ninety (90) days; provided, further, that the right to terminate this Agreement pursuant to this Section 7.1(b)(i) shall not be available to a party if the failure of the Merger to have been consummated on or before the End Date was due to the failure of such party to perform in any material respect any of its obligations under this Agreement required to be performed by such party at or prior to the Effective Time; or

(ii) if any Restraint having the effect set forth in Section 6.1(c) shall be in effect and shall have become final and non-appealable; provided that the right to terminate this Agreement under this Section 7.1(b)(ii) shall not be available to a party if

the issuance of such final, non-appealable Restraint was due to the failure of such party to perform in any material respect any of its obligations under this Agreement; or

(iii) if the Stockholders Meeting (including any adjournments or postponements thereof) shall have concluded and the Stockholder Approvals shall not have been obtained; or

(c) by Parent:

(i) if the Company shall have breached or failed to perform any of its representations, warranties, covenants or agreements set forth in this Agreement, which breach or failure to perform (A) would give rise to the failure of a condition set forth in Section 6.1 or Section 6.2 or the failure of the Closing to occur and (B) cannot be cured by the End Date or, if capable of being cured by the End Date, shall not have been cured by the earlier of (x) ten (10) calendar days following receipt of written notice from Parent stating Parent's intention to terminate this Agreement pursuant to this Section 7.1(c)(i) and the basis for such termination and (y) the End Date; provided that Parent shall not have the right to terminate this Agreement pursuant to this Section 7.1(c)(i) if it is then in material breach of any representation, warranties, covenants or other agreements hereunder; or

(ii) prior to the time at which the Stockholder Approvals have been obtained, if (A) the Company Board (or a duly authorized committee thereof) shall have made a Recommendation Change or (B) there shall have been a material breach of Section 5.3; or

(d) by the Company:

(i) if Parent or Merger Sub shall have breached or failed to perform any of its representations, warranties, covenants or agreements set forth in this Agreement, which breach or failure to perform (A) would give rise to the failure of a condition set forth in Section 6.1 or Section 6.3 or the failure of the Closing to occur and (B) cannot be cured by the End Date or, if capable of being cured by the End Date, shall not have been cured by the earlier of (x) ten (10) calendar days following receipt of written notice from the Company stating the Company's intention to terminate this Agreement pursuant to this Section 7.1(d)(i) and the basis for such termination and (y) the End Date; provided that, Company shall not have the right to terminate this Agreement pursuant to this Section 7.1(d)(i) if it is then in material breach of any representation, warranties, covenants or other agreements hereunder; or

(ii) prior to the time at which the Stockholder Approval has been obtained, in accordance with, and subject to the Company fully complying with, Section 5.3(c)(iii); provided that the Company shall not be entitled to terminate this Agreement pursuant to this Section 7.1(d)(ii) (and any such purported termination shall be void and of no force or effect) unless (x) the Company has complied with Section 5.3(d) before taking action pursuant to this Section 7.1(d)(ii), (y) the Superior Proposal giving rise to such termination did not result from a breach of Section 5.3 and (z) the Company immediately prior to or concurrently with such termination pays to Parent or its designees in

immediately available funds any fees required to be paid pursuant to Section 7.3 and concurrently with or immediately after such termination enters into a definitive Acquisition Agreement with respect to such Superior Proposal.

Section 7.2 Effect of Termination. In the event of the termination of this Agreement as provided in Section 7.1, written notice thereof shall be given to the other party or parties, specifying the provision hereof pursuant to which such termination is made, and this Agreement shall forthwith become null and void (other than this Section 7.2 and Section 5.6, Section 7.3 and Article VIII, all of which shall survive termination of this Agreement), and there shall be no liability on the part of Parent, Merger Sub or the Company or their respective shareholders, directors, officers, employees, agents, consultants, Representatives or Affiliates hereunder; provided that, subject to Section 7.3, no party shall be relieved or released from any liabilities or damages arising out of any fraud or willful and material breach of this Agreement. For purposes of this Agreement, “willful and material breach” means a breach or failure to perform an obligation or agreement that is a consequence of an act undertaken or omission by the breaching party with the actual Knowledge that the taking of such act or omitting to take such act would, or would reasonably be expected to, cause a material breach of this Agreement. The Confidentiality Agreement shall survive in accordance with its terms the termination of this Agreement.

Section 7.3 Termination Fee.

(a) In the event that this Agreement is terminated by the Company pursuant to Section 7.1(d)(ii) (*Superior Proposal*) the Company shall pay or cause to be paid to Parent (or one or more Persons designated by Parent) the Termination Fee immediately prior to or concurrently with (and as a condition to) the termination of this Agreement.

(b) In the event that this Agreement is terminated by Parent pursuant to Section 7.1(c)(ii) (*Recommendation Change*), the Company shall pay or cause to be paid as directed by Parent the Termination Fee within two (2) Business Days after such termination.

(c) In the event that this Agreement is terminated (i) by Parent or the Company pursuant to Section 7.1(b)(i) (*Outside Date*) or Section 7.1(b)(iii) (*No Vote*) or by Parent pursuant to Section 7.3(c)(i) (*Company Breach*), (ii) a *bona fide* Acquisition Proposal shall have been publicly disclosed or otherwise communicated to the Company Board or the Special Committee after the date of this Agreement (x) in the case of termination pursuant to Section 7.1(b)(i) (*Outside Date*) or Section 7.3(c)(i) (*Company Breach*), prior to the date of such termination, or (y) in the case of termination pursuant to Section 7.1(b)(iii) (*No Vote*), prior to the date of the Stockholders Meeting, and (iii) within twelve (12) months after the date that this Agreement is so terminated, the Company enters into a definitive agreement with respect to any Acquisition Proposal or consummates any Acquisition Proposal (provided that for purposes of clause (iii) of this Section 7.3(c), the references to “25%” in the definition of Acquisition Proposal shall be deemed to be references to “50%”), then the Company shall pay or cause to be paid as directed by Parent the Termination Fee within two (2) Business Days after the date on which the Company consummates such Acquisition Proposal.

(d) For purposes of this Agreement, “Termination Fee” means an amount equal to \$4,000,000.

(e) Any Termination Fee that becomes payable pursuant to Section 7.3 shall be paid by wire transfer of immediately available funds to an account designated by Parent.

(f) Notwithstanding the foregoing, in no event shall the Company be required to pay the Termination Fee on more than one occasion. Notwithstanding anything to the contrary in this Agreement, the parties agree that upon receipt by Parent of the Termination Fee under circumstances where the Termination Fee was payable and any additional amounts owed pursuant to Section 7.3(g), the Company (and the Company's Affiliates and its and their respective directors, officers, employees, stockholders and Representatives) shall have no further liability to Parent and Merger Sub under this Agreement or the Transactions (other than in connection with any willful and material breach of this Agreement).

(g) The Company acknowledges that the agreements contained in this Section 7.3 are an integral part of the Transactions and that, without these agreements, Parent and Merger Sub would not enter into this Agreement. Accordingly, if the Company fails promptly to pay any amount due to Parent pursuant to this Section 7.3, the Company shall also pay any costs and expenses incurred by Parent or Merger Sub in connection with a legal action to enforce this Agreement that results in a judgment against the Company for such amount, together with interest on the amount of any unpaid fee, cost or expense at the publicly announced prime rate of Citibank, N.A. from the date such fee, cost or expense was required to be paid to (but excluding) the payment date.

(h) The parties acknowledge that the Termination Fee shall not constitute a penalty but is liquidated damages, in a reasonable amount that will compensate the party receiving such amount in the circumstances in which it is payable for the efforts and resources expended and opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the Merger, which amount would otherwise be impossible to calculate with precision.

ARTICLE VIII **MISCELLANEOUS**

Section 8.1 No Survival of Representations and Warranties. None of the representations and warranties in this Agreement or in any instrument delivered pursuant to this Agreement shall survive the Effective Time and thereafter no party shall have any obligation for indemnification or other liability with respect to any claim for breach of any representation or warranty contained in this Agreement or in any other instrument delivered pursuant to this Agreement. All covenants of the parties contained in this Agreement that contemplate performance thereof exclusively at or prior to Closing shall expire and be terminated and extinguished at the Closing and shall not survive the Closing, and thereafter no party shall have any liability or indemnity or other obligation in connection with any such pre-Closing covenants. This Section 8.1 shall not limit any covenant or agreement of the parties that by its terms contemplates performance in whole or in part after the Effective Time. The Confidentiality Agreement shall terminate as of the Effective Time.

Section 8.2 Fees and Expenses. Except as provided in Section 5.8 or Section 7.3, whether or not the Transactions are consummated, all fees and expenses incurred in connection

with the Transactions and this Agreement shall be paid by the party incurring or required to incur such fees or expenses; provided, however, that the expenses incurred in connection with any State Regulatory Approvals or any filings under applicable Antitrust Laws shall be shared equally by Parent and the Company.

Section 8.3 Amendments; Waivers. At any time prior to the Effective Time (whether before or after the adoption of this Agreement by the stockholders of the Company), any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the Company, Parent, and Merger Sub, or in the case of a waiver, by the party against whom the waiver is to be effective; provided that in the case of the Company, any amendment or waiver shall require the approval or recommendation of the Special Committee; provided further that after receipt of the Stockholder Approvals, if any such amendment or waiver shall by applicable Law (including the DGCL) or in accordance with the rules of the ASX require further approval of the stockholders of the Company, then the effectiveness of such amendment or waiver shall be subject to receipt of the Statutory Stockholder Approval and Public Stockholder Approval thereof. Notwithstanding the foregoing, no failure or delay by the Company, Parent, or Merger Sub in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any other right hereunder.

Section 8.4 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, in whole or in part, by operation of Law or otherwise, by any of the parties without the prior written consent of the other parties; provided that in the case of the Company, any assignment shall require the approval or recommendation of the Special Committee; provided further that Parent and Merger Sub each shall be permitted to assign its rights and obligations under this Agreement to any of their respective Affiliates without such consent; provided further that such assignment by Parent or Merger Sub shall not (i) relieve Parent, or Merger Sub of any of its obligations hereunder or enlarge, alter or change any obligation of the Company or (ii) impede or delay the consummation of the Transactions. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and permitted assigns. Any purported assignment not permitted under this Section 8.4 shall be null and void.

Section 8.5 Counterparts. This Agreement may be executed in counterparts (each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement) and shall become effective when one or more counterparts have been signed by each of the parties and delivered (by electronic communication, facsimile or otherwise) to the other parties.

Section 8.6 Entire Agreement; Third-Party Beneficiaries.

(a) This Agreement, including the Company Disclosure Schedule, and the exhibits hereto, and the Confidentiality Agreement constitute the entire agreement, and supersede all other prior agreements and understandings, both written and oral, among the parties, or any of them or their respective Subsidiaries, with respect to the subject matter hereof and thereof. No representations, warranties, covenants, understandings, agreements, oral or otherwise, relating to the transactions contemplated by this Agreement exist between the parties except as expressly set

forth in this Agreement and the Confidentiality Agreement or as disclosed in any Company ASX Documents prior to the date hereof.

(b) This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement, other than (i) as specifically provided in Section 5.8 if the Effective Time occurs, (ii) following the Effective Time, the right of the Company's stockholders to receive the Merger Consideration in respect of shares of Company Common Stock and of the holders of Company CDIs to receive the CDI Merger Consideration pursuant to Article II and (iii) following the Effective Time, the right of holders of the Company's Vested Stock Options to receive the Vested Option Consideration in respect of such Vested Stock Options and of the holders of the Company's Unvested Stock Options and Restricted Shares to receive the shares of the Parent Common Stock pursuant to Article II.

Section 8.7 Schedules and Exhibits. The Company Disclosure Schedule, the Parent Disclosure Schedule and exhibits referenced herein are a part of this Agreement as if fully set forth herein. All references herein to Company Disclosure Schedule, the Parent Disclosure Schedule and exhibits shall be deemed references to such parts of this Agreement, unless the context shall otherwise require. Certain information set forth in the Company Disclosure Schedule or the Parent Disclosure Schedule is included solely for informational purposes and may not be required to be disclosed pursuant to this Agreement. The disclosure of any information shall not be deemed to constitute an acknowledgment that such information is required to be disclosed in connection with the representations and warranties made in this Agreement, nor shall such information be deemed to establish a standard of materiality. The reference to or listing, description, disclosure or other inclusion of any item or other matter, including any charge, violation, breach, debt, obligation or liability, in the Company Disclosure Schedule or the Parent Disclosure Schedule shall not be construed to be an admission or suggestion that such item or matter constitutes a violation of, breach or default under, any contract, agreement, note, lease or otherwise

Section 8.8 Governing Law; Jurisdiction.

(a) This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to any choice or conflict of laws provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

(b) Each of the parties hereto hereby irrevocably agrees that (i) all actions and proceedings arising out of or relating to this Agreement shall be heard and determined exclusively in the Chancery Court of the State of Delaware and any state appellate court therefrom sitting in New Castle County in the State of Delaware (or, if the Chancery Court of the State of Delaware declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware), (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (iii) irrevocably waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of venue of any such action or proceeding in any such court or that any such action or proceeding brought in any such court has been brought in an inconvenient forum and (iv) a final judgment in any action or

proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

(c) Each party irrevocably consents to the service of process outside the territorial jurisdiction of the courts referred to in this Section 8.8 in any such action or proceeding by mailing copies thereof by registered or certified United States mail, postage prepaid, return receipt requested, to its address as specified in or pursuant to this Article VIII. However, the foregoing shall not limit the right of a party to effect service of process on the other party by any other legally available method.

Section 8.9 Specific Enforcement. The parties agree that immediate, extensive and irreparable damage would occur for which monetary damages would not be an adequate remedy in the event that any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached. Accordingly, the parties agree that, if for any reason Parent, Merger Sub or the Company shall have failed to perform its obligations under this Agreement or otherwise breached this Agreement, then the party seeking to enforce this Agreement against such nonperforming party under this Agreement shall be entitled to specific performance and the issuance of immediate injunctive and other equitable relief without the necessity of proving the inadequacy of money damages as a remedy, and the parties further agree to waive any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief, this being in addition to and not in limitation of any other remedy to which they are entitled at Law or in equity. The parties agree that (a) the provisions set forth in Section 7.3 shall not be construed to diminish or otherwise impair in any respect any party's right to specific enforcement and (b) the right of specific enforcement is an integral part of the transactions contemplated by this Agreement and without that right, neither the Company nor Parent would have entered into this Agreement. Each party agrees that it will not oppose the granting of specific performance and other equitable relief on the basis that the other parties have an adequate remedy at Law or that an award of specific performance is not an appropriate remedy for any reason at Law or equity.

Section 8.10 WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING BETWEEN THE PARTIES HERETO ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS.

Section 8.11 No Recourse. Notwithstanding any other provision of this Agreement to the contrary, each party hereto covenants, agrees and acknowledges that no recourse (other than for fraud) under this Agreement, any other agreement contemplated hereby or any documents or instruments delivered in connection with this Agreement or any other agreement contemplated hereby shall be had against any party's or any of their respective Affiliates' Related Parties, in each case other than the parties, or any of their respective successors and permitted assignees under this Agreement, any other agreement contemplated hereby or any documents or instruments delivered in connection with this Agreement or any other agreement contemplated hereby whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any applicable Law, it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any of the Related Parties, as such, for any obligation or liability of the parties or any of their respective Affiliates under this Agreement

or any agreements, documents or instruments delivered in connection herewith or therewith for any claim based on, in respect of or by reason of such obligations or liabilities or their creation; provided, however, nothing in this Section 8.11 shall relieve or otherwise limit the liability of the parties or any Affiliate, as such, for any breach or violation of its obligations under such agreements, documents or instruments. Following the Closing, none of Parent, Merger Sub, the Surviving Corporation or any of their respective Affiliates shall have any recourse against the stockholders of the Company or their respective Affiliates on account of this Agreement or any of the transaction contemplated herein.

Section 8.12 Notices. All notices, requests and other communications to any party hereunder shall be in writing and shall be deemed given (a) if delivered personally, (b) upon confirmation of receipt if facsimiled or emailed or (c) if sent by overnight courier (providing proof of delivery) to the parties at the following addresses:

If to Parent or Merger Sub, to:

Fox Corporation
1211 Avenue of the Americas
New York, New York 10036
Attention: Clément Smadja
Email: clement.smadja@fox.com

with a copy (which shall not constitute notice) to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attention: Sarkis Jebejian, P.C.
David B. Feirstein, P.C.
Facsimile: (212) 446-6460
Email: sarkis.jebejian@kirkland.com; david.feirstein@kirkland.com;

If to the Company, to:

DLA Piper LLP (US)
1251 Avenue of the Americas, 27th Floor
New York, New York 10022-1104
Attention: Christopher P. Giordano; Jon Venick
Facsimile: (917) 778-8680; (917) 778-8651
Email: christopher.giordano@us.dlapiper.com; jon.venick@us.dlapiper.com

and

DLA Piper Australia
Level 22
No.1 Martin Place
Sydney NSW 2000

GPO Box 4082
Sydney NSW 2001
Australia
Attention: David Ryan
Facsimile: (+61) 2 9286 8007
Email: david.ryan@dlapiper.com

and

Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, NY 10036
Attention: David D'Urso
Facsimile: (212) 872-1002
Email: ddurso@akingump.com

or such other address or facsimile number as such party may hereafter specify by like notice to the other parties hereto. All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5 p.m. in the place of receipt and such day is a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding Business Day in the place of receipt.

Section 8.13 Severability. If any term or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms, provisions and conditions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable Law and in an acceptable manner to the end that the Transactions are fulfilled to the fullest extent possible.

Section 8.14 Cooperation. The parties agree to provide reasonable cooperation with each other and to execute and deliver such further documents, certificates, agreements and instruments and to take such other actions as may be reasonably requested by the other parties to evidence or reflect the Transactions and to carry out the intent and purposes of this Agreement.

Section 8.15 Definitions. As used in this Agreement, the following terms shall have the meanings ascribed to them below:

“AAS” means the Australian Accounting Standards and Interpretations issued by the Australian Accounting Standards Board.

“Acceptable Confidentiality Agreement” shall have the meaning set forth in Section 5.3(f)(i).

“Acquisition Agreement” shall have the meaning set forth in Section 5.3(a).

“Acquisition Proposal” shall have the meaning set forth in Section 5.3(f)(ii).

“Action” shall have the meaning set forth in Section 3.8.

“Adjustment Approval” shall have the meaning set forth in Section 3.19.

“Affiliate” means, as to any Person, any other Person that, directly or indirectly, controls, or is controlled by, or is under common control with, such Person. For this purpose, “control” (including, with its correlative meanings, “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of a Person, whether through the ownership of securities or partnership or other ownership interests, by contract or otherwise.

“Affiliated Party” shall have the meaning set forth in Section 3.21.

“Agreement” shall have the meaning set forth in the preamble.

“Antitrust Laws” shall have the meaning set forth in Section 5.4(a).

“ASX” means ASX Limited ABN 98 008 624 691 or the market it operates, as the context requires.

“ASX Adjustment Consent” shall have the meaning set forth in Section 3.4.

“ASX Listing Rules” means the official Listing Rules of ASX as amended or waived and applicable to the Company from time to time.

“ASX Settlement Operating Rules” means the rules of ASX Settlement Pty Ltd ACN 008 504 532.

“Bankruptcy and Equity Exception” shall have the meaning set forth in Section 3.3(a).

“Behavioral Information” shall mean data collected that is or may be used to predict or infer the preferences, interests, or other characteristics of the device or of a user of such device or application or is otherwise used to target advertisements or other content to a device or application or to a user of such device or application.

“Book-Entry Shares” shall have the meaning set forth in Section 2.1(b).

“Business Data” all confidential business information and all Personally Identifiable Information (whether of employees, contractors, consultants, customers, consumers, or other Persons and whether in electronic or any other form or medium) that is accessed, collected, used, processed, stored, shared, distributed, transferred, disclosed, destroyed, or disposed of by any of the Business Systems.

“Business Day” means a day except a Saturday, a Sunday or other day on which the SEC or banks in New York City or the ASX or banks in Sydney are authorized or required by Law to be closed.

“Business Systems” means all Software (including Company Products), computer hardware (whether general or special purpose), electronic data processing, information, record keeping, communications, telecommunications, networks, interfaces, platforms, servers, peripherals, and computer systems, including any outsourced systems and processes that are owned or used by or for the Company or its Subsidiaries in the conduct of their respective businesses.

“Capitalization Date” shall have the meaning set forth in Section 3.2(a).

“CDI Merger Consideration” shall have the meaning set forth in Section 2.1(a).

“Certificate” shall have the meaning set forth in Section 2.1(b).

“Certificate of Merger” shall have the meaning set forth in Section 1.3.

“Claim” shall have the meaning set forth in Section 5.8(a).

“Clayton Act” means the Clayton Act of 1914.

“Closing” shall have the meaning set forth in Section 1.2.

“Closing Date” shall have the meaning set forth in Section 1.2.

“Code” shall have the meaning set forth in Section 2.2(h).

“Company” shall have the meaning set forth in the preamble.

“Company ASX Documents” shall have the meaning set forth in Section 3.5(a).

“Company Board” shall have the meaning set forth in the Recitals.

“Company CDI” the CHESSE Depository Interests of the Company, each constituting a beneficial interest in one twenty-fifth (1/25) of a share of Company Common Stock.

“Company Charter Documents” shall have the meaning set forth in Section 3.1(c).

“Company Common Prime Stock” shall have the meaning set forth in Section 3.2(a).

“Company Common Stock” shall have the meaning set forth in the Recitals.

“Company Disclosure Schedule” shall have the meaning set forth in the Article III preamble.

“Company Employees” shall have the meaning set forth in Section 5.11(a).

“Company Intellectual Property” means any Intellectual Property that is owned or purported to be owned by the Company or any of its Subsidiaries.

“Company Material Adverse Effect” means any change, effect, event, occurrence, development or state of facts that, individually or in the aggregate, (a) has a material adverse effect on the business, results of operations or financial condition of the Company and its Subsidiaries, taken as a whole, other than any change, effect, event, occurrence, development or state of facts resulting from the following: (i) any condition, change, event, occurrence or effect in any of the industries or markets in which the Company or any of its Subsidiaries operates; (ii) any enactment of, change in, or change in interpretation of, any Law or AAS; (iii) general economic, regulatory or political conditions (or changes therein) or conditions (or changes therein) in the financial, credit or securities markets (including changes in interest or currency exchange rates) in any country or region in which the Company or any of its Subsidiaries conducts business; (iv) any acts of God, natural disasters, terrorism, armed hostilities, sabotage, war or any escalation or worsening of acts of terrorism, armed hostilities or war; (v) the announcement, pendency of or performance of this Agreement or the Transactions, including by reason of the identity of Parent (provided that this clause (v) shall not apply to any representation or warranty contained in Section 3.3(a), Section 3.3(b) or Section 3.4 to the extent the purpose of such representation or warranty is to address the consequences resulting from this Agreement or the consummation of the Merger); (vi) the failure to obtain any third-party consent in connection with the Transactions contemplated hereby; (vii) the impact of any of the foregoing on any relationships with customers, suppliers, vendors, business partners, employees or any other Person; (viii) any change, in and of itself, in the market price, or change in trading volume, of the capital stock of the Company (it being understood that the facts or occurrences giving rise or contributing to such failure may be deemed to constitute, or be taken into account in determining whether there has been, or would reasonably be expected to be, a Company Material Adverse Effect); (ix) any failure by the Company or any of its Subsidiaries to meet internal, analysts’ or other earnings estimates or financial projections or forecasts for any period, or any changes in credit ratings and any changes in any analysts recommendations or ratings with respect to the Company or any of its Subsidiaries (it being understood that the facts or occurrences giving rise or contributing to such failure may be deemed to constitute, or be taken into account in determining whether there has been, or would reasonably be expected to be, a Company Material Adverse Effect); (x) any actions taken, or not taken, with the consent, waiver or at the request of Parent, Intermediate Parent or Merger Sub or any action taken to the extent expressly required by this Agreement; (xvii) any actions taken by Parent, Intermediate Parent, Merger Sub or any of their respective Affiliates or any of their respective Representatives or financing sources after the date hereof; provided, however, that the impact of any change, effect, event, occurrence, development or state of facts described in clauses (i) through (iii), shall be included for purposes of determining whether a Company Material Adverse Effect has occurred to the extent that such change, effect, event, occurrence, development or state of facts has or is reasonably expected to have a disproportionate effect on the Company and its Subsidiaries, taken as a whole, relative to other participants in the business and industries in which the Company and its Subsidiaries operate; or (b) would, individually or in the aggregate, reasonably be expected to prevent or materially impede, interfere with, hinder or delay the consummation by the Company of the Transactions or the performance by the Company in all material respects of its obligations under this Agreement.

“Company Material Contract” shall have the meaning set forth in Section 3.16(a).

“Company Permits” shall have the meaning set forth in Section 3.9(b).

“Company Plans” means each “employee benefit plan” (as such term is defined in Section 3(3) of ERISA regardless of whether such plan is subject to ERISA), and each other equity or equity-based plan, cash bonus or incentive compensation arrangement, retirement or deferred compensation plan, profit sharing plan, unemployment or severance compensation plan, or employment agreement, offer letter or individual consulting agreement, health welfare, change in control, retention, pension, paid time off, fringe or other benefit or compensation plan, policy, program, Contract, arrangement or agreement, in each case, that the Company or any of its Subsidiaries sponsors, participates in, is a party or contributes to, or with respect to or under which the Company or any of its Subsidiaries has any current or contingent liability or obligation; provided that the term Company Plan shall not include any plan maintained by a Governmental Authority (such as social security benefits).

“Company Product Data” means all data and information, including Personally Identifiable Information, whether in electronic or any other form or medium, that is accessed, collected, used, processed, stored, shared, distributed, transferred, disclosed, destroyed, or disposed of by any of the Company Products or otherwise in connection with the operation of the Company’s and its Subsidiaries’ business.

“Company Products” means all Software and other products, services and offerings, including any of the foregoing currently in development, from which the Company or any of its Subsidiaries has derived within the three (3) years preceding the date hereof, is currently deriving or is scheduled to derive, revenue from the sale, license, maintenance or other provision thereof.

“Company Recommendation” shall have the meaning set forth in Section 5.3(b).

“Company Stock Plan” means the Company’s 2012 Stock Plan and the Company’s Amended and Restated 2012 Stock Plan and together with the 2012 Plan and each other Company Plan that provides for the award of rights of any kind to receive Company Common Stock or benefits measured in whole or in part by reference to Company Common Stock.

“Confidentiality Agreement” shall have the meaning set forth in Section 5.6.

“Contingent Company Equity” shall have the meaning set forth in Section 3.2(d).

“Contract” means any loan or credit agreement, debenture, note, bond, mortgage, indenture, deed of trust, lease, license, contract or other written agreement.

“Converted Restricted Share” shall have the meaning set forth in Section 2.4(c)(ii).

“Converted Stock Option” shall have the meaning set forth in Section 2.4(c)(i).

“Data Security Requirements” means, collectively, all of the following to the extent relating to Private Information or otherwise relating to privacy, security, or security breach notification requirements and applicable to the Company or any of its Subsidiaries, to conduct their respective businesses, or to any of the Business Systems or any Business Data: (i) the Company’s own rules, policies, and procedures; (ii) all applicable Laws; (iii) industry standards applicable to the industry in which the Company and any of its Subsidiaries operate (including, if

applicable, the Payment Card Industry Data Security Standard (PCI DSS)); and (iv) contractual obligation by which the Company or any of its Subsidiaries are bound.

“Depository” means CHESS Depository Nominees Pty Ltd.

“Depository Shares” shall have the meaning set forth in Section 2.1(e).

“DGCL” shall have the meaning set forth in Section 1.1.

“Dissenting Shares” shall have the meaning set forth in Section 2.3.

“Dissenting Stockholders” shall have the meaning set forth in Section 2.3.

“Effective Time” shall have the meaning set forth in Section 1.3.

“Encumbrances” means any mortgage, deed of trust, lease, license, restriction, hypothecation, option to purchase or lease or otherwise acquire any interest, right of first refusal or offer, conditional sales or other title retention agreement, adverse claim of ownership or use, easement, encroachment, right of way or other title defect, or encumbrance of any kind or nature.

“End Date” shall have the meaning set forth in Section 7.1(b)(i).

“Environmental Laws” means all Laws (including common law) relating to public or workplace safety or health, pollution or protection of the environment, including without limitation, laws relating to the exposure to, or Releases or threatened Releases of, Hazardous Materials, substances or wastes as the foregoing are enacted or in effect on or prior to Closing.

“ERISA” means the Employee Retirement Income Security Act of 1974.

“Exchange Ratio” means a fraction, (a) the numerator of which is equal to the Merger Consideration converted to dollars and (b) the denominator of which is the average closing price per share of Parent Common Stock on NASDAQ Stock Market on each of the ten consecutive trading days ending with the third complete trading day prior to the Effective Time, weighted by the total volume of trading in Parent Common Stock on each such trading day.

“Excluded Shares” shall have the meaning set forth in Section 2.1(d).

“FCPA” means the Foreign Corrupt Practices Act of 1977, as amended.

“Federal Trade Commission Act” means the Federal Trade Commission Act of 1914.

“Governmental Authority” means any federal, state or local, domestic, foreign or multinational government, court, arbitrator, regulatory or administrative agency, commission, authority, stock exchange or other governmental instrumentality.

“Hazardous Materials” means any materials or substances or wastes as to which liability or standards of conduct may be imposed under any Environmental Law.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976.

“Indebtedness” of any Person means, as of any specified time, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments for the payment of which such Person is responsible or liable, (c) all obligations of such Person as an account party in respect of letters of credit and bankers’ acceptances or similar credit transactions, (d) all obligations under capital leases to the extent required to be capitalized under AAS, (e) all other items constituting indebtedness as determined in accordance with AAS, (f) all obligations under any currency, interest rate or other swap or hedge agreement or any other hedging arrangement, (g) all obligations with respect to deferred purchase price of property or services (other than trade payables or accruals incurred in the ordinary course of business) and (h) all obligations of such Person guaranteeing any obligations of any other Person of the type described in the foregoing clauses (a) – (g).

“Indemnitee(s)” shall have the meaning set forth in Section 5.8(a).

“Intellectual Property” means, any of the following in any and all jurisdictions throughout the world (a) patents and patent applications and patent disclosures and inventions (including design patents, design rights, utility models and other similar registered rights), (b) registered and unregistered trademarks, trade names, service marks, logos, corporate names, internet domain names and similar designations of origin and rights therein, and any registrations and applications for registration of any of the foregoing, together with all goodwill associated with each of the foregoing, (c) registered and unregistered copyrights, rights in original works of authorship, including copyrights in Software, mask works, data and databases (d) trade secrets, confidential information and other proprietary information or know-how; and (e) any other intellectual property or proprietary rights or similar, corresponding or equivalent rights to any of the foregoing anywhere in the world.

“Intermediate Parent” shall have the meaning set forth in the Recitals.

“Interested Party Transaction” shall have the meaning set forth in Section 3.21.

“Intervening Event” shall have the meaning set forth in Section 5.3(f)(iv).

“IRS” means the U.S. Internal Revenue Service.

“Knowledge” means, (a) in the case of the Company, the actual knowledge, as of the date of this Agreement, of the individuals listed on Section 8.15 of the Company Disclosure Schedule after without any duty of inquiry and (b) in the case of Parent and Merger Sub, the actual knowledge, as of the date of this Agreement, of the individuals listed on Section 8.15 of the Parent Disclosure Schedule without any duty of inquiry.

“Laws” shall have the meaning set forth in Section 3.9(a).

“Liens” means any pledges, liens, licenses, charges, encumbrances, options to purchase or lease or otherwise acquire any interest, and security interests of any kind or nature whatsoever.

“Listed Company Plan(s)” shall have the meaning set forth in Section 3.11(a).

“Merger” shall have the meaning set forth in the Recitals.

“Merger Consideration” shall have the meaning set forth in Section 2.1(b).

“Merger Sub” shall have the meaning set forth in the preamble.

“New Plans” shall have the meaning set forth in Section 5.11(c).

“Old Plans” shall have the meaning set forth in Section 5.11(c).

“Order” means any order, judgment, writ, stipulation, settlement, award, injunction, decree, arbitration award or finding of any Governmental Authority.

“Parent” shall have the meaning set forth in the preamble.

“Parent Common Stock” means the shares of common stock of Parent.

“Parent Material Adverse Effect” means any change, effect, event, occurrence, development or state of facts that would, individually or in the aggregate, reasonably be expected to prevent or materially impede, interfere with, hinder or delay the consummation by Parent or Merger Sub of the Transactions.

“Paying Agent” shall have the meaning set forth in Section 2.2(a).

“Permitted Encumbrances” means (a) zoning, building codes and other land use Laws regulating the use or occupancy of such real property or the activities conducted thereon which are imposed by any Governmental Authority having jurisdiction over such real property, which are not violated by the current use or occupancy of such real property or the operation of the business thereon, and (b) easements, rights-of-way, encroachments, restrictions, covenants, conditions and other similar Encumbrances on real property that (i) are disclosed in the public records or (ii) individually or in the aggregate, (A) are not substantial in character, amount or extent in relation to the applicable real property or (B) do not materially and adversely impact the Company’s current or contemplated use, utility or value of the applicable real property or otherwise materially and adversely impair the Company’s present or contemplated business operations at such location.

“Permitted Liens” means (a) statutory Liens for Taxes, assessments or other charges by Governmental Authorities not yet due and payable or the amount or validity of which is being contested in good faith and by appropriate proceedings, in each case for which adequate reserves have been established in the financial statements and books and records of the Company in accordance with AAS, (b) mechanics’, materialmen’s, carriers’, workmen’s, warehouseman’s, repairmen’s, landlords’ and similar Liens granted or which arise in the ordinary course of business, (c) Liens reflected in the Company ASX Documents, (d) Liens arising under or in connection with applicable building and zoning Laws, codes, ordinances, and state and federal regulations and (e) such other Liens on real property that would not materially affect the use or marketability of the properties or assets subject thereto or affected thereby or otherwise materially impair business operations at such properties.

“Person” means an individual, corporation, limited liability company, partnership, association, trust, unincorporated organization, other entity or group, including a Governmental Authority.

“Personally Identifiable Information” shall mean (i) any information that alone or in combination with other information collected, held or otherwise managed by the Company or its Subsidiaries can be reasonably used to identify (directly or indirectly) an individual, computer or device, or that relates to an identifiable individual, including name, address, e-mail address, telephone number, health information, social security number, driver’s license number, government issued identification number, or any other data that can be used to identify, contact, or precisely locate an individual as well as any other information that is stored by the Company or its Subsidiaries in connection with Personally Identifiable Information; (ii) any nonpublic personally identifiable financial information, such as financial account numbers or log-in information; and (iii) any other information that is governed, regulated, or protected by one or more Data Security Requirements.

“Private Information” shall mean, collectively, all Personally Identifiable Information and Behavioral Information collected by or on behalf of the Company or any of its Subsidiaries in connection with the operation of their respective businesses (and any marketing related thereto), including through any Company websites or through third-party websites or services, including any Private Information collected by third Persons and provided to the Company or any of its Subsidiaries.

“Proxy Statement” shall have the meaning set forth in Section 3.4.

“Public Stockholder Approval” shall have the meaning set forth in Section 3.19.

“Public Stockholders” shall have the meaning set forth in the Recitals.

“Recommendation Change” shall have the meaning set forth in Section 5.3(b).

“Related Party” means any direct or indirect shareholders or equityholders, managers, members, officers, directors, employees, Affiliates, Representatives or agents of the Parent or any of its Affiliates or the respective former, current or future direct or indirect shareholders or equityholders, members, managers, directors, employees, Affiliates, trustees, Representatives or agents of the foregoing or the respective successors and assigns of the foregoing.

“Release” means any release, spill, emission, emptying, escaping, dumping, discharge, leaking, pumping, pouring, injection, deposit, disposal, dispersal, leaching or migration into the environment (including, without limitation, ambient air, surface water, groundwater and surface or subsurface strata) or into or out of any property, including the movement of Hazardous Materials through or in the soil, surface water or groundwater.

“Representatives” means, with respect to any Person, the advisors, attorneys, accountants, consultants or other representatives (acting in such capacity) retained by such Person or any of its controlled Affiliates, together with directors, officers and employees of such Person and its Subsidiaries.

“Restraints” shall have the meaning set forth in Section 6.1(c).

“Restricted Share” means all shares of the Company Common Stock subject to vesting restrictions and/or forfeiture back to the Company, whether granted pursuant to the Company Stock Plans or otherwise.

“Rollover Agreement” shall have the meaning set forth in the Recitals.

“Rollover Shares” shall have the meaning set forth in the Recitals.

“Rollover Stockholder” shall have the meaning set forth in the Recitals.

“SEC” means the U.S. Securities and Exchange Commission.

“Sherman Act” means the Sherman Antitrust Act of 1890.

“Software” means all computer software (in object code or source code format), data and databases, and related documentation and materials.

“Special Committee” shall have the meaning set forth in the Recitals.

“State Regulatory Approvals” shall have the meaning set forth in Section 5.4(c).

“Statutory Stockholder Approval” shall have the meaning set forth in Section 3.19.

“Stock Option” means a stock option to acquire shares of the Company Common Stock that is outstanding immediately prior to the Effective Time, whether granted pursuant to the Company Stock Plans or otherwise.

“Stockholder Approvals” shall have the meaning set forth in Section 3.19.

“Stockholders Meeting” shall have the meaning set forth in Section 5.2(b).

“Subsidiary” when used with respect to any party, means any corporation, limited liability company, partnership, association, trust or other entity of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power (or, in the case of a partnership, more than 50% of the general partnership interests, or, in the case of a trust, more than 50% of the beneficial interests of the trust) are, as of such date, owned or controlled by such party or one or more Subsidiaries of such party or by such party and one or more Subsidiaries of such party.

“Superior Proposal” shall have the meaning set forth in Section 5.3(f)(iii).

“Superior Proposal Termination” shall have the meaning set forth in Section 5.3(c)(iii).

“Support Agreement” shall have the meaning set forth in the Recitals.

“Surviving Corporation” shall have the meaning set forth in Section 1.1.

“Takeover Laws” shall have the meaning set forth in Section 3.22.

“Tax Authority” shall have the meaning set forth in Section 3.10(j).

“Tax Proceeding” shall have the meaning set forth in Section 3.10(c).

“Tax Returns” shall have the meaning set forth in Section 3.10(j).

“Taxes” shall have the meaning set forth in Section 3.10(j).

“Termination Fee” shall have the meaning set forth in Section 7.3(d).

“Trade Control Laws” shall have the meaning set forth in Section 3.23.

“Transaction Litigation” shall have the meaning set forth in Section 5.9.

“Transactions” refers collectively to this Agreement and the transactions contemplated hereby, including the Merger.

“Transition Period” shall have the meaning set forth in Section 5.11(a).

“Treasury Regulations” means the Treasury regulations promulgated under the Code.

“Unvested Stock Option” shall have the meaning set forth in Section 2.4(c)(i).

“Vested Option Consideration” shall have the meaning set forth in Section 2.4(a).

“Vested Stock Option” means a Stock Option that is unexpired, unexercised, outstanding, and (a) vested as of the Effective Time, including to the extent vesting in accordance with its terms upon the Closing and (b) would become vested on or prior to June 30, 2020 in accordance with its terms as of the date hereof subject to a holder’s continued employment through June 30, 2020.

“WARN Act” means the Worker Adjustment and Retraining Notification Act of 1988 or any similar or related Law.

Section 8.16 Interpretation.

(a) When a reference is made in this Agreement to an Article, a Section, Exhibit or Schedule, such reference shall be to an Article of, a Section of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The words “made available to Parent” and words of similar import when used in this Agreement shall mean (unless otherwise specified), with respect to a particular document, item or other piece of information, inclusion in the virtual data room hosted by Highbury Partnership in connection with the Merger on or prior to 6:00 p.m. New York City time on July

29, 2019. The words “ordinary course of business” shall mean ordinary course of business consistent with past practice. All terms defined in this Agreement shall have the defined meanings herein when used in any document made or delivered pursuant hereto unless otherwise defined therein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein and the rules and regulations promulgated thereunder. References to a Person are also to its permitted assigns and successors. All references to “dollars” or “\$” shall refer to the lawful currency of the United States. All references to “AU\$” shall refer to the lawful currency of Australia. The word “party” shall, unless the context otherwise requires, be construed to mean a party to this Agreement and shall include such party’s successors and permitted assigns. The word “or” is not exclusive, unless the context otherwise requires. The phrase “to the extent” shall mean the degree to which a subject or other thing extends, and such phrase shall not mean “if.” All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Exhibit or Schedule but not otherwise defined therein, shall have the meaning as defined in this Agreement. For purposes of converting any foreign currency into U.S. dollars in connection with any calculation in this Agreement, the foreign exchange rate shall be the spot mid-rate for Australian dollars vs. U.S. dollars as fixed by Citibank Benchmark, page code “CIFX” on Bloomberg, published as soon as available after 12:00 p.m. London time (British Standard Time) on the date that is three (3) Business Days prior to the date for such calculation.

(b) Unless expressly stated otherwise, or the context otherwise requires, references in this agreement to (i) holders of shares of Company Common Stock includes holders of Company CDIs but does not include the Depository as a legal holder of shares of Company Common Stock, and (ii) shares of Company Common Stock and Company CDIs will be interpreted so as to avoid double counting of shares of Company Common Stock held by the Depository in which holders of Company CDIs have a beneficial interest.

(c) The parties hereto have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement. No parol evidence shall be introduced in the construction or interpretation of this Agreement unless the ambiguity or uncertainty in issue is plainly discernable from a reading of this Agreement without consideration of any extrinsic evidence. Although the same or similar subject matters may be addressed in different provisions of this Agreement, the parties intend that, except as reasonably apparent on the face of the Agreement or as expressly provided in this Agreement, each such provision shall be read separately, be given independent significance and not be construed as limiting any other provision of this Agreement (whether or not more general or more specific in scope, substance or content).

(d) The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by applicable Law.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

PROJECT SIX MERGER SUB, INC.

By: _____

Name: Bryant O'Neal

Title: President, Treasurer and
Secretary

FOX CORPORATION

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

PROJECT SIX MERGER SUB, INC.

By: _____

Name: Bryant O'Neal

Title: President, Treasurer and
Secretary

FOX CORPORATION

By: _____

Name: Steven Tomsic

Title: Chief Financial Officer

CREDIBLE LABS INC.

By: 

Name: Stephen Dash

Title: Chief Executive Officer

VOTING AGREEMENT

AGREEMENT (this “Agreement”), dated as of August 3, 2019 between Fox Corporation, a Delaware corporation (“Parent”), and the Persons set forth on Exhibit A attached hereto (each, a “Stockholder”).

WHEREAS, in order to induce Parent to enter into an Agreement and Plan of Merger, dated as of the date hereof (the “Merger Agreement”), by and among Parent and an indirect wholly owned Subsidiary of Parent, Project Six Merger Sub, Inc., a Delaware corporation (“Merger Sub”), and Credible Labs Inc., a Delaware corporation (the “Company”), each Stockholder has agreed to enter into this Agreement with respect to all shares of common stock, par value \$0.0001 per share, of the Company (the “Company Common Stock”) and all Company CDIs each Stockholder beneficially owns, together with any other shares of Company Common Stock, Company CDIs and any other Contingent Company Equity, which such Stockholder may acquire at any time in the future during the term of this Agreement (the “Shares”).

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1
VOTING

Section 1.01. *Voting.* Each Stockholder hereby agrees to vote or exercise such Stockholder’s right to consent with respect to all Shares that such Stockholder is entitled to vote at the time of any vote or action by written consent to approve and adopt the Merger Agreement, the Merger and all agreements related to the Merger and any actions related thereto at any meeting of the stockholders of the Company (including any proposal to adjourn or postpone such meeting of the stockholders of the Company to a later date), and at any adjournment or postponement thereof, at which such Merger Agreement and other related agreements, or such other actions related thereto, are submitted for the consideration and vote of the stockholders of the Company. Each Stockholder hereby agrees that such Stockholder will not vote any Shares in favor of, or consent to, and will vote against and not consent to, the approval of any (i) Acquisition Proposal, (ii) reorganization, recapitalization, liquidation or winding-up of the Company or any other extraordinary transaction involving the Company, (iii) action, proposal, transaction or agreement that would reasonably be expected to result in a breach in any respect of any covenant, representation or warranty or any other obligation or agreement of the Company contained in the Merger Agreement or either Stockholder contained in this Agreement or (iv) action, proposal, transaction or agreement, the consummation of which, to the knowledge of such Stockholder, is intended, or could reasonably be expected to, frustrate the purposes, or prevent, delay or otherwise adversely affect the consummation of the transactions contemplated by the Merger Agreement.

Section 1.02. *Irrevocable Proxy.*

(a) From and after the date of this Agreement until the Expiration Date (as defined below), each Stockholder irrevocably and unconditionally grants to, and appoints, Parent and any designee of Parent (determined in Parent’s sole discretion) as such Stockholder’s proxy and attorney-in-fact (with full power of substitution), for and in the name, place and stead of each

Stockholder, to vote or cause to be voted (including by proxy or written consent, if applicable) its Shares in accordance with Section 1.01.

(b) Each Stockholder represents that any proxies heretofore given in respect of the Shares, if any, are revocable, and revokes all such proxies.

(c) Each Stockholder affirms that the irrevocable proxy set forth in this Section 1.03 is given in connection with the execution of the Merger Agreement, and that such irrevocable proxy is given to secure the performance of the duties of each Stockholder under this Agreement and is granted in accordance with the provisions of Section 212 of the Delaware General Corporation Law (“DGCL”). Each Stockholder further affirms that the irrevocable proxy set forth in this Section 1.03 is coupled with an interest and, except upon the occurrence of the Expiration Date, is intended to be irrevocable. Each Stockholder agrees, until the Expiration Date, to vote its Shares in accordance with Section 1.01 above. The parties agree that the foregoing is a voting agreement.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

Each Stockholder represents and warrants to Parent in Sections 2.01 through 2.06 that:

Section 2.01. *Authorization.* Each Stockholder has all requisite capacity, power and authority to enter into and perform such Stockholder’s obligations under this Agreement. No filing with, and no permit, authorization, consent or approval, of a Governmental Entity is necessary on the part of each Stockholder for the execution, delivery and performance by each Stockholder of this Agreement and the consummation of the transactions contemplated hereby are within the powers of each Stockholder and have been duly authorized by all necessary action. This Agreement has been duly and validly executed and delivered by each Stockholder and assuming due authorization, execution and delivery by Parent, this Agreement constitutes a valid and binding Agreement of each Stockholder enforceable against each Stockholder in accordance with its terms, subject to the effect of any bankruptcy, insolvency (including all Laws related to fraudulent transfers), reorganization, moratorium or similar Laws affecting creditors’ rights generally and subject to the effect of general principles of equity. If a Stockholder is a married individual, or marries after the date hereof, and is subject, or becomes subject, to community property laws, such Stockholder’s spouse has consented, or will consent, to this Agreement and the transactions contemplated by this Agreement by having executed a spousal consent in the form attached hereto as Exhibit B.

Section 2.02. *Non-Contravention.* The execution, delivery and performance by each Stockholder of this Agreement and the consummation of the transactions contemplated hereby do not and will not (i) with regard to the Dash Family Trust, violate its Business Trust Agreement or Certificate of Trust, (ii) violate any applicable Law or Order, (iii) require any consent or other action by any Person under, constitute a default under, or give rise to any right of termination, cancellation or acceleration or to a loss of any benefit to which either Stockholder is entitled under, any provision of any agreement or arrangement binding on such Stockholder or (iv) result in the imposition of any Lien (other than pursuant to this Agreement) on any asset of

either Stockholder (including the Shares), except in the case of each of clauses (i) through (iv) as would not, individually or in the aggregate, reasonably be expected to prevent, delay or otherwise adversely affect the performance by either Stockholder of such Stockholder's obligations hereunder or prevent, delay or otherwise adversely affect the consummation of the transactions contemplated by this Agreement.

Section 2.03. *Ownership of Shares.* Each Stockholder is the beneficial owner of the Shares, free and clear of any Lien and any other limitation or restriction (including any restriction on the right to vote or otherwise dispose of the Shares, other than any restriction on disposal under an escrow agreement entered into in connection with the Company's listing on the ASX), other than transfer restrictions of general applicability as may be provided under the Securities Act or "blue sky" laws of the various states of the United States. None of the Shares is subject to any voting trust or other agreement or arrangement binding on either Stockholder. Except pursuant to this Agreement, the Merger Agreement and the Rollover Agreement, neither Stockholder has entered into any agreement or arrangement binding on such Stockholder granting another Person any contractual right or obligation to purchase or otherwise acquire any of the Shares. As of the date hereof, no proxies have been given by either Stockholder in respect of any or all of the Shares other than proxies which have been validly revoked prior to the date hereof.

Section 2.04. *Total Shares.* As of the date hereof, each Stockholder beneficially owns the Shares set forth on Exhibit A hereto. Except for the Shares set forth on Exhibit A hereto, neither Stockholder beneficially owns any (i) shares of capital stock, voting securities or other equity interests of the Company or (ii) Contingent Company Equity.

Section 2.05. *Finder's Fees.* Except as provided in the Merger Agreement, no investment banker, broker, finder or other intermediary is entitled to a fee or commission from the Company in respect of this Agreement based upon any arrangement or agreement made by or on behalf of each Stockholder.

Section 2.06. *Representations and Warranties of Parent.* Parent represents and warrants to each Stockholder that Parent is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware. Parent further represents and warrants to each Stockholder that: (a) the execution, delivery and performance by Parent of this Agreement and the consummation by Parent of the transactions contemplated hereby are within the corporate powers of Parent and have been duly authorized by all necessary corporate action; (b) this Agreement has been duly and validly executed and delivered by Parent and assuming due execution and delivery by each Stockholder, this Agreement constitutes a valid and binding Agreement of Parent enforceable against it in accordance with its terms; and (c) the execution, delivery and performance by Parent of this Agreement and the consummation of the transactions contemplated hereby do not and will not (i) violate its certificate of incorporation and bylaws, (ii) violate any applicable Law or Order, (iii) require any consent or other action by any Person under, constitute a default under, or give rise to any right of termination, cancellation or acceleration or to a loss of any benefit to which Parent is entitled under, any provision of any agreement or arrangement binding on such Stockholder or (iv) result in the imposition of any Lien (other than pursuant to this Agreement) on any asset of Parent, except in the case of each of clauses (ii) through (iv) as would not, individually or in the aggregate, reasonably be expected to

prevent, delay or otherwise adversely affect the performance by Parent of its obligations hereunder or prevent, delay or otherwise adversely affect the consummation of the transactions contemplated by this Agreement.

ARTICLE 3
COVENANTS OF STOCKHOLDER

Each Stockholder hereby covenants and agrees that:

Section 3.01 *No Proxies for or Encumbrances on or Transfer of Shares.* Each Stockholder shall not, without the prior written consent of Parent, directly or indirectly, (i) grant any proxy or enter into any voting trust or other agreement or arrangement with respect to the voting of any Shares or (ii) sell, assign, transfer, encumber or otherwise dispose of, directly or indirectly, or enter into any contract, option or other arrangement or understanding with respect to the direct or indirect sale, assignment, transfer, encumbrance or other disposition of (collectively, "Transfer"), any Shares prior to the Expiration Date; provided that each Stockholder may Transfer Shares to a qualified estate planning vehicle so long as such vehicle delivers to Parent prior to such Transfer a written undertaking, in a form reasonably satisfactory to Parent, that it will be bound by the terms of this Agreement.

Section 3.02 *Non-Solicitation.*

(a) Each Stockholder agrees that neither Stockholder nor any of such Stockholder's Affiliates shall, nor shall such Persons authorize or permit any of its or their Representatives to, directly or indirectly, (i) solicit, initiate, induce or knowingly take any action with the intent of encouraging or facilitating the submission or announcement of any Acquisition Proposal, or any inquiries, proposals or offers that would reasonably be expected to lead to an Acquisition Proposal, (ii) enter into or participate in any discussions or negotiations with, furnish any information relating to the Company or any of its Affiliates or afford access to the business, properties, assets, books or records of the Company or any of its Affiliates to, or otherwise cooperate in any way with, assist or knowingly take any action with the intent of facilitating any Person (other than Parent, Merger Sub and their respective Affiliates and Representatives and whether or not a Person making an Acquisition Proposal) to, or knowingly cooperate in any way with any Person (other than Parent, Merger Sub and their respective Affiliates and Representatives and whether or not a Person making an Acquisition Proposal) with respect to, any Acquisition Proposal or any inquiry or proposal that would reasonably be expected to lead to an Acquisition Proposal, (iii) negotiate or engage in discussions with any Person with respect to an Acquisition Proposal or (iv) resolve, propose or agree to do any of the foregoing.

(b) Each Stockholder agrees that, without the prior written consent of Parent, neither Stockholder nor any of such Stockholder's Affiliates shall purchase, directly or indirectly, any shares of Company Common Stock or Contingent Company Equity.

Section 3.03 *Waiver of Certain Actions.* Each Stockholder hereby agrees not to commence or participate in, and to take all reasonable actions to opt out of any class in any class action with respect to, any Action, derivative or otherwise, against the Company or any of its

Affiliates, Representatives, to the extent applicable, Subsidiaries or successors (a) challenging the validity of, or seeking to enjoin or delay the operation of, any provision of this Agreement or the Merger Agreement (including any claim seeking to enjoin or delay the Closing) or (b) to the fullest extent permitted under Law, alleging a breach of any duty of the board of directors of the Company in connection with the Merger Agreement, this Agreement or the transactions contemplated thereby or hereby. Notwithstanding the foregoing, this Section 3.03 shall not apply to limit in any respect the right or ability of a party hereto to enforce the provisions of this Agreement or the Merger Agreement. Each Stockholder agrees not to exercise any dissenter's rights available to such Stockholder with respect to the Merger pursuant to Section 262 of the DGCL.

ARTICLE 4 MISCELLANEOUS

Section 4.01. *Other Definitional and Interpretative Provisions.* When a reference is made in this Agreement to an Article, a Section or Exhibit, such reference shall be to an Article of, a Section of, or an Exhibit to, this Agreement unless otherwise indicated. Unless specified otherwise, in this Agreement the obligations of any party consisting of more than one Person are several and not joint. The words "hereof", "herein" and "hereunder" and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. References to Sections are to Sections of this Agreement unless otherwise specified. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import. "Writing", "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof. References to any Person include the successors and permitted assigns of that Person. The word "party" shall, unless the context otherwise requires, be construed to mean a party to this Agreement and shall include such party's successors and permitted assigns. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively. The word "or" is not exclusive, unless the context otherwise requires. The phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not mean "if". All Exhibits annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

Section 4.02. *Further Assurances.* Parent and each Stockholder will each execute and deliver, or cause to be executed and delivered, all further documents and instruments and use its good faith efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws, to consummate and make effective the transactions contemplated by this Agreement.

Section 4.03. *Amendments; Termination.* Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement or, in the case of a waiver, by the party against whom the waiver is to be effective. This Agreement and all obligations of the parties hereunder shall automatically terminate upon the earliest to occur of (a) the mutual written consent of the parties hereto, (b) the Effective Time, and (c) the termination of the Merger Agreement in accordance with its terms (the “Expiration Date”). In addition, upon a Recommendation Change under and in compliance with the Merger Agreement, the provisions set forth in Sections 1.01 and 1.02 of this Agreement shall not apply for so long as such Recommendation Change shall remain in effect; provided, however, that if the Company Board or the Special Committee withdraws such Recommendation Change and approves, recommends or declares advisable the Merger Agreement (whether or not amended or modified)(a “Renewed Recommendation”), the provisions of Sections 1.01 and 1.02 of this Agreement shall thereafter remain in full force and effect for so long as such Renewed Recommendation remains in effect.

Section 4.04. *Expenses.* All costs and expenses incurred in connection with this Agreement shall be paid by the party incurring such cost or expense.

Section 4.05. *Successors and Assigns; No Third-Party Rights.* The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; *provided* that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other parties hereto. Nothing in this Agreement is intended to confer on any Person (other than the parties hereto and their respective successors and assigns) any rights or remedies of any nature.

Section 4.06. *Governing Law.* This Agreement and any claim, controversy or dispute arising under or related thereto, the relationship of the parties hereto, and/or the interpretation and enforcement of the rights and duties of the parties hereto, whether arising at law or in equity, in contract, tort or otherwise, will be governed by, and construed and interpreted in accordance with, the laws of the State of Delaware, without regard to its rules regarding conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby. Each of the parties hereto hereby irrevocably agrees that (i) all actions and proceedings arising out of or relating to this Agreement shall be heard and determined exclusively in the Chancery Court of the State of Delaware and any state appellate court therefrom sitting in New Castle County in the State of Delaware (or, if the Chancery Court of the State of Delaware declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware), (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (iii) irrevocably waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of venue of any such action or proceeding in any such court or that any such action or proceeding brought in any such court has been brought in an inconvenient forum and (iv) a final judgment in any action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

Section 4.07. *Counterparts; Effectiveness.* This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become

effective when each party hereto shall have received counterparts hereof signed by all of the other parties hereto. Until and unless each party has received a counterpart hereof signed by the other party hereto, this Agreement shall have no effect and no party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication).

Section 4.08. *Severability*. If any term, provision or covenant of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions and covenants of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Section 4.09. *Specific Performance*. The parties hereto agree that irreparable damage would occur in the event any provision of this Agreement is not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof in addition to any other remedy to which they are entitled at law or in equity.

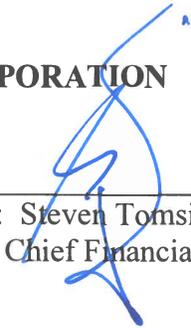
Section 4.10. *Capitalized Terms*. Capitalized terms used but not defined herein shall have the respective meanings set forth in the Merger Agreement.

Section 4.11. *Action in Stockholder Capacity Only*. Parent acknowledges that each Stockholder has entered into this Agreement solely in its capacity as the record and/or beneficial owner of the Shares (and not in any other capacity). Nothing herein shall limit or affect any actions taken by, or require a Stockholder to take any action with respect to, any director or officer of the Company and any actions taken (whatsoever), or failure to take any actions (whatsoever), by any director or officer of the Company in such capacity shall not be deemed to constitute a breach of this Agreement.

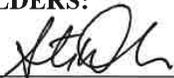
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

FOX CORPORATION

By: _____
Name: Steven Tomsic
Title: Chief Financial Officer

A handwritten signature in blue ink, appearing to be 'S. Tomsic', is written over the signature line and extends upwards into the 'FOX CORPORATION' text.

STOCKHOLDERS:



Stephen Dash

DASH FAMILY TRUST

By: 

Name: Dash Capital Pty Ltd
Title: Trustee

[Signature Page to Voting Agreement]

Exhibit A

Holder	Company Common Stock	Stock Options	Restricted Shares	Company CDIs
Stephen Dash	4,400,000	380,000	-	-
Dash Family Trust	8,798	-	-	-

EXHIBIT B

CONSENT OF SPOUSE

I, spouse of Stephen Dash, having the legal capacity, power and authority to do so, hereby confirm that I have read and approve the above Voting Agreement (the "Agreement"). In consideration of the terms and conditions as set forth in the Agreement, I hereby appoint my spouse as my attorney in fact with respect to the exercise of any rights and obligations under the Agreement, and agree to be bound by the provisions of the Agreement insofar as I may have any rights or obligations in the Agreement under the laws relating to marital or community property in effect in the state of our residence as of the date of the Agreement.

Dated: _____

[Name of Holder's Spouse]