



ASX Release, 15 January 2018

GOLDFIELDS MONEY AND FINSURE
SIGN BINDING DOCUMENTATION FOR THE FINSURE TRANSACTION

Goldfields Money Limited (ASX:GMY) ("**Goldfields Money**" or the "**Company**") advises that following completion of due diligence, it has signed a Share Sale and Purchase Agreement ("**SSPA**") to merge with Finsure by acquiring 100% of the diluted shares in Finsure via the issue of Goldfields Money shares, subject to the satisfaction of certain conditions ("**Finsure Transaction**").

- The Directors of Goldfields Money believe the Finsure Transaction is transformational for the Company and will deliver substantial value for Goldfields Money shareholders
- Goldfields Money shares will be valued in the transaction at an attractive issue price of \$1.50 per share, above the \$1.27 to \$1.39 per share range determined by the Independent Expert, Ernst & Young Transaction Advisory Services Limited with respect to the previous offer by Firstmac Holdings Limited
- The Finsure Transaction will result in Goldfields Money owning a fast growing national mortgage aggregation network and wholesale mortgage business with the combined entity enjoying:
 - Material profitability
 - Increased scale
 - Material revenue uplift and diversified income-streams
 - Improved growth prospects
 - Access to extensive distribution capabilities
- Non-associated Goldfields Money shareholders will be given the opportunity to vote on the Finsure Transaction, which will be subject to a simple majority vote
- The Board unanimously recommends that you vote in favour of the Finsure Transaction in the absence of a superior proposal and subject to the independent expert opining that the Finsure Transaction is reasonable



Key Terms of the Share Sale and Purchase Agreement

- **Consideration:** 40,750,000 Goldfields Money shares will be issued to Finsure shareholders ("Consideration Shares") based on an agreed issue price of \$1.50 per share ("Issue Price"), which is above the \$1.27 to \$1.39 value per share range determined by the Independent Expert, Ernst & Young Transaction Advisory Services Limited with respect to the previous offer by Firstmac Holdings Limited, valuing Finsure's equity at ~\$61.1 million and the merged group at ~\$97.5 million based on the agreed capital structure that includes conversion of convertible notes and shareholder loans, net debt of ~\$10.7 million and completion of a trail book acquisition planned by Finsure
- **Conditions to the Proposed Transaction:** Completion of the Proposed Transaction will be subject to the satisfaction (or waiver, if applicable) of various conditions, including:
 - Obtaining all necessary regulatory approvals, including receipt of Financial Sector (Shareholdings) Act ("FSSA") approval from the Federal Treasurer (an application has been lodged with the Federal Treasurer under the FSSA for this purpose)
 - Obtaining all necessary Goldfields Money shareholder approvals
 - ASX approving the quotation of Goldfields Money shares issued as consideration
 - Finsure completing a contracted trail book acquisition (expected to complete in January 2018)
 - Receipt of various change of control consents
 - No Goldfields Money or Finsure material adverse effect, no Goldfields Money or Finsure "prescribed event"
- **Board composition:** The current Managing Director of Finsure, Mr John Kolenda, a highly regarded business founder and executive with over 35 years of experience in leading fast growing businesses including previously as GM Sales and Distribution of Aussie Home Loans, will join the Board of Goldfields Money as part of the Finsure Transaction
- **Exclusivity:** The SSPA contains exclusivity arrangements, including no shop, no talk and no due diligence provisions that prevent Goldfields Money from actively soliciting competing proposals or facilitating due diligence with any other party
- **Break fee:** The parties have agreed a break fee requiring Goldfields Money to make payment to Finsure of \$350,000 if Finsure terminates the SSPA in any of the following circumstances:
 - Breach of exclusivity by Goldfields Money, or following material breach by Goldfields Money of the SSPA, which is not remedied
 - Goldfields Money accepts or enters into (or offers to accept or enter into) any agreement, arrangement or understanding regarding a competing proposal or a competing proposal completes substantially in accordance with its terms (or in the case of a competing proposal constituting a takeover bid, the bidder acquiring a relevant interest in more than 50%) by 31 October 2018
 - Two or more directors of Goldfields Money recommend or support a competing proposal (other than where the independent expert opines that the Finsure Transaction is not reasonable)

- A “prescribed event” (change in capital structure, providing security to third parties, paying dividends, amending the constitution and insolvency events) occurs in relation to Goldfields Money, where the event is a corporate action of, primarily caused by, or within the control of Goldfields Money
- **Termination:** The SSPA can be terminated by Goldfields Money or Finsure in certain circumstances:
 - **Exclusivity:** Finsure may terminate for breach of exclusivity by Goldfields Money
 - **Breach:** Material and unremedied breach of the SSPA by the other party
 - **Material adverse effect:** Occurrence of a material adverse effect (that is a change, effect, matter or circumstance which has had or would reasonably be expected to have a material adverse effect on the structure, business, assets, liabilities, operations, financial or trading position, performance or prospects of the other party, subject to certain standard exceptions)
 - **Prescribed event:** Occurrence of a “prescribed event” in respect of the other party
 - **Competing proposal:** Finsure may terminate where Goldfields Money accepts or enters into a competing proposal (or such competing proposal completes) or two or more directors of Goldfields Money recommend or support a competing proposal (other than where the independent expert opines that the Finsure Transaction is not reasonable)
 - **Failure of a condition precedent:** Non-satisfaction or waiver (where applicable) of a condition precedent inserted for either parties benefit by 30 April 2018 (subject to extension by mutual agreement)
- **Cost sharing:** The parties have agreed a cost sharing regime requiring Finsure to make payment to Goldfields Money of \$130,000 if the Finsure Transaction is not implemented except where the SSPA is terminated as a result of:
 - Failure to obtain all necessary Goldfields Money shareholder approvals
 - Occurrence of a Goldfields Money material adverse effect or “prescribed event”
 - Breach of exclusivity or other material and unremedied breach by Goldfields Money
 - Goldfields Money accepting or entering into a competing proposal (or such competing proposal completing) or two or more directors of Goldfields Money recommending or supporting a competing proposal (other than where the independent expert opines that the Finsure Transaction is not reasonable)
 - Failure to secure change of control consent in relation to Goldfields Money's Receivables Acquisition and Servicing Agreement with Bendigo and Adelaide Bank Limited



Next steps and anticipated timetable

A Notice of Meeting will be sent to Goldfields Money shareholders including an Explanatory Memorandum containing full details of the Finsure Transaction, together with a report from the Independent Expert as to whether the Finsure Transaction is fair and reasonable to Goldfields Money shareholders.

All information the Board considers is required by Goldfields Money shareholders to allow them to make an informed decision in respect of the Finsure Transaction will be contained in the Notice of Meeting. The Board recommends that Goldfields Money shareholders read the Notice of Meeting and accompanying documents in full once received.

The table below shows the currently anticipated transaction timetable.

Event	Date
Dispatch Notice of Meeting	February 2018
Shareholder meeting	March 2018
Completion	March 2018



If you require assistance, you can call the Goldfields Money Shareholder information line on 1300 308 375 (within Australia) or +61 8 6314 6314 (outside Australia) at any time between 9:00am and 5:00pm (AWST) on Monday to Friday.

Goldfields Money's financial adviser is Azure Capital and legal adviser is Lavan. Finsure's financial adviser is Aura Capital and legal adviser is Ashurst.

Investor / Media Enquiries

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About Goldfields Money Limited

Goldfields Money Limited is an Authorised Deposit-taking Institution (ADI) regulated by the Australian Prudential Regulation Authority (APRA). The Company is currently the only Western Australian headquartered and ASX-listed ADI. Goldfields Money is focused on building the business around customers' priorities through the smart use of digital technologies.

About Finsure Holding Pty Limited

Established in 2011, Finsure had set out to build a competitive and holistic offering for mortgage brokers in Australia with the aim to become a dominant player in the industry. Since inception, Finsure has positioned itself as a leader in the market in offering a diverse lending panel, flexible commission models, lead generation and mortgage broker support services. Through the acquisition of LoanKit in 2013 and a growing brand presence in the marketplace, Finsure has become one of the fastest growing aggregation business in the industry. Finsure was also recently named Aggregator of the Year for 2017 at the Australian Mortgage Awards.

At the very core of the Finsure business ethos is the desire to provide the strongest value proposition to all partners and clients. It is this principle that underpins who Finsure is as an organisation, and why they are able to provide the maximum value to those who align with us. As at 30 June 2017, Finsure has a network in excess of 1,200 loan writers across Australia, and a historical book of approximately \$26 billion.



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Share Sale & Purchase Agreement

Goldfields Money Limited

Finsure Holding Pty. Ltd.

Each of the parties listed in Schedule 1

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Parties

Purchaser	Goldfields Money Limited ACN 087 651 849 Address: 120 Egan Street, Kalgoorlie, Western Australia, 6430 Attention: Malcolm Cowell, Company Secretary Email: mcowell@goldfieldsmoney.com.au
Company	Finsure Holding Pty. Ltd. ACN 165 350 345 Address: Level 24, 52 Martin Place, Sydney, New South Wales, 2000 Attention: Mr Kar Wing Ng Email: calvin.ng@finsure.com.au
Vendors	Each of the parties listed in Schedule 1

Background

- A The Vendors are the owners of the Vendor Shares.
- B The Dragged Vendors will be the owners of the CN Shares.
- C The Vendors have agreed to sell the Vendor Shares and the Purchaser has agreed to purchase the Sale Shares pursuant to the terms of this document.

IT IS AGREED as follows:

1 Definitions and interpretation

Definitions

- 1.1 In this document:

1300Homeloan means 1300Homeloan Pty Ltd ACN 118 495 140.

1800Homeloans means 1800Homeloans Pty Ltd ACN 146 268 957.

Accounting Standards means the accounting standards made or in force under the Corporations Act, and if any matter is not covered by those accounting standards, generally accepted Australian accounting principles.

Active Vendor means each Vendor listed in Schedule 1 that is identified as such in the second column of the table in Schedule 1.

Active Vendor means, in respect of an Active Vendor, the proportion which that Active

Respective Proportion	Vendor's Vendor Shares bears to the total number of Vendor Shares held by all Active Vendors, as set out in the column titled "Active Vendor Respective Proportion" in the table in Schedule 1.
Active Vendor Warranties	means the representations and warranties set out in Part B of Schedule 2 and Active Vendor Warranty means any one of them.
Advance Notice of Exit Event	means a notice to be given by the Company to holders of Convertible Notes pursuant to clause 9.10, in substantially the form as Annexure B.
ASX	means ASX Limited ACN 008 624 691 or the Australian Securities Exchange operated by ASX Limited, as the context requires.
Audited Accounts	<p>(a) means in respect of the Company Group, the audited balance sheet of the Company Group as at the Audited Accounts Date and the audited profit and loss account of the Company Group for the year ending on the Accounts Date; and</p> <p>(b) means in respect of the Purchaser, the audited balance sheet of the Purchaser as at the Audited Accounts Date and the audited profit and loss account of the Purchaser for the year ending on the Accounts Date.</p>
Audited Accounts date	means 30 June 2017.
Authorisation	means any permit, approval, authorisation, consent, exemption, filing, licence, notarisation, registration, password or waiver however described and any renewal or variation to any of them.
Break Fee	means \$350,000 (including GST).
Business	means the business carried out by the Company Group as at the Execution Date.
Business Day	means a day that is not a Saturday, Sunday or public holiday in Western Australia and Sydney.
Claim	means in relation to any person, a claim, action or proceeding, judgment, damage, loss, cost, expense or liability incurred by or to or made or recovered by or against the person, however arising and whether present, unascertained, immediate, future or contingent.
CN Shares	means the Company Shares issued on conversion of those Convertible Notes in accordance with the Convertible Note Deed Poll.
Company	means Finsure Holding Pty. Ltd. ACN 165 350 345.
Company Asset Schedule	means the asset schedule for the Company Group as contained in the Information Schedule.
Company Data	means the online data room, established by the Company, containing the

Room	documents, information and materials listed in the Information Schedule.
Company Disclosure Materials	<p>means:</p> <p>(a) the documents, information and materials listed in the Information Schedule (being the documents, information and materials in the Company Data Room); and</p> <p>(b) the written answers that were provided by or on behalf of the Company Group or the Vendors in response to questions and requests for further information made by the Purchaser.</p>
Company Group	means the Company and its Subsidiaries.
Company Information	means the information regarding each member of the Company Group or the Business that is provided by the Company or by or on behalf of the Vendors to the Purchaser for the express purpose (as acknowledged in writing by the Company or the Vendors' Representative) of inclusion in the Explanatory Memorandum.
Company Material Contract	<p>means any contract or arrangement to which a member of the Company Group is a party and which:</p> <p>(a) involves annual income or costs to the Company Group of more than \$50,000;</p> <p>(b) continues for a period of 24 months or more;</p> <p>(c) is outside the ordinary course of business; or</p> <p>(d) is not at arm's length terms,</p> <p>except where such term is used in paragraph 6.1 of Schedule 2, in which case Company Material Contract will exclude any contract or arrangement to which a member of the Company Group is a party, entered into in the ordinary course of Business and pursuant to which such member of the Company Group receives or is entitled to receive trailing commissions.</p>
Company Shares	means fully paid ordinary shares in the capital of the Company.
Company Tax Warranties	mean the tax warranties set out in paragraph 16 of Schedule 2.
Completion	means the completion of the sale and purchase of the Sale Shares in accordance with the terms of this document.
Completion Date	means that date which is 5 Business Days after the satisfaction or waiver (in accordance with this document) of the last of the Conditions (or such other date as is agreed between the Parties).
Conditions	means the conditions precedent to Completion set out in clause 2.
Confidential Information	means any trade secrets, lists of information pertaining to clients of a Party and or suppliers, specifications, drawings, inventions, ideas, records, reports,

software, patents, designs, copyright material, secret processes or other information, whether in writing or otherwise, relating to the Party.

Consequential Loss	means any Loss suffered to the extent that such Loss is consequential or indirect, including any and all loss of profit, loss of revenue, loss of goodwill, loss of opportunity and loss of savings.
Consideration	has the meaning given in clause 4.
Consideration Shares	means a total of 40,750,000 Purchaser Shares.
Convertible Note Deed Poll	means the deed poll pursuant to which the Company issued the Convertible Notes to the holders, dated 3 April 2017, as amended from time to time.
Convertible Notes	means 135,000 convertible notes issued by the Company on 3 April 2017 pursuant to the terms outlined in the Convertible Note Deed Poll, having a principal amount of \$13,500,000 and up to \$675,000 in accrued interest and convertible into a total of 54,276,739 Company Shares.
Corporations Act	means the <i>Corporations Act 2001</i> (Cth).
Disclosing Party	means the Party that discloses Confidential Information to the other Party or Parties.
Dragged Vendor	means any holder of CN Shares required to sell such CN Shares to the Purchaser on the basis that the Transaction is a "Share Sale" (as defined in the Shareholders Agreement) pursuant to clause 12.1 of the Shareholders Agreement, as represented in Part B of Schedule 1.
Duty	means any stamp, transaction or registration duty or similar charge imposed by any Government Agency and includes any interest, fine, penalty, charge or other amount imposed in respect of any of them, but excludes any Tax.
Employee	means: <ul style="list-style-type: none"> (a) in respect of a member of the Company Group, an employee of that member of the Company Group as at the Execution Date and any person who becomes an employee of that member of the Company Group between the Execution Date and Completion who in either case remains employed by that member of the Company Group immediately before Completion; and (b) in respect of the Purchaser, an employee of the Purchaser as at the Execution Date and any person who becomes an employee of the Purchaser between the Execution Date and Completion who in either case remains employed by the Purchaser immediately before Completion.
Employee Entitlement	means a register containing details of the period of service, remuneration package (including bonuses, profit share, and employee share plan

Register	entitlements), applicable allowances, redundancy or termination entitlements and accrued leave (including long service leave, annual leave and sick leave) of each Employee as at the Execution Date, a copy of which is set out in the Information Schedule.
Encumbrance	means any encumbrance, mortgage, pledge, charge, lien, assignment, hypothecation, security interest, title retention, preferential right or trust arrangement and any other security or agreement of any kind given or created and including any possessory lien in the ordinary course of business whether arising by operation of Law or by contract.
End Date	means 5:00pm (WST) on 30 April 2018 or such later date as agreed by the Purchaser and the Company in writing.
Exit Notice	has the meaning given in clause 12.1(b) of the Shareholders Agreement.
Escrowed Vendor	means each of the Vendors specified as such in Schedule 1.
Existing D&O Cover	means the insurance cover in respect of the officers of each member of the Company Group in place immediately prior to Completion.
Event of Insolvency	<p>means:</p> <ul style="list-style-type: none"> (a) a receiver, manager, receiver and manager, trustee, administrator, controller or similar officer is appointed in respect of a person or any asset of a person; (b) a liquidator or provisional liquidator is appointed in respect of the corporation; (c) any application (not being an application withdrawn or dismissed within 14 days) is made to a court for an order, or an order is made, or a meeting is convened, or a resolution is passed, for the purposes of: <ul style="list-style-type: none"> (i) appointing a person referred to in paragraphs (a) or (b); (ii) winding up a corporation; or (iii) proposing or implementing a scheme of arrangement; (iv) any event or conduct occurs which would enable a court to grant a petition, or an order is made, for the bankruptcy of an individual or his estate under any Insolvency Provision; (d) a moratorium of any debts of a person, or an official assignment, or a composition, or an arrangement (formal or informal) with a person's creditors, or any similar proceeding or arrangement by which the assets of a person are subjected conditionally or unconditionally to the control of that person's creditors or a trustee, is ordered, declared, or agreed to, or is applied for and the application is not withdrawn or dismissed within 14 days; (e) a person becomes, or admits in writing that it is, is declared to be,

or is deemed under any applicable Law to be, insolvent or unable to pay its debts; or

- (f) any writ of execution, garnishee order, mareva injunction or similar order, attachment, distress or other process is made, levied or issued against or in relation to any asset of a person.

Excluded Information

means Confidential Information which:

- (a) is in or becomes part of the public domain other than through breach of this document or an obligation of confidence owed to the Disclosing Party or any Related Body Corporate of the Disclosing Party;
- (b) the Receiving Party can prove by contemporaneous written documentation was already known to it at the time of disclosure by the Disclosing Party or its Related Bodies Corporate or Representatives (unless such knowledge arose from disclosure of information in breach of an obligation of confidentiality); or
- (c) the Receiving Party acquires from a source other than the Disclosing Party or any Related Body Corporate or Representative of the Disclosing Party where such source is entitled to disclose it.

Execution Date

means the date this document has been duly executed by all of the parties.

Explanatory Memorandum

means the Notice of Meeting and Explanatory Memorandum (including independent expert's report) to be prepared and dispatched by the Purchaser in connection with obtaining the Purchaser Shareholder approvals which are necessary to implement the Transaction.

Finsure Material Adverse Effect

means any change, effect, matter or circumstances that individually or in aggregate has had or would with the lapse of time reasonably be expected to have a material adverse effect on the structure, business, assets, liabilities, operations, financial or trading position, performance or prospects of the Company Group, but excluding any change, effect or circumstance:

- (a) required or permitted by this document, the Transaction or the transactions contemplated by or otherwise attributable to the negotiation, execution, announcement or performance of the Transaction;
- (b) agreed in writing by the Purchaser;
- (c) arising as a result of any generally applicable change in Law or governmental policy; or
- (d) arising from changes in economic, political or business conditions (including interest rates).

Finsure Prescribed Event

means the occurrence of the following (other than any matter consented to in writing by the Purchaser):

- (a) the Company converts all or any of Company Shares into a larger or smaller number of shares;

- (b) the Company or a Subsidiary resolves to reduce its share capital in any way or reclassifies, combines, splits, redeems or repurchases directly or indirectly any of its shares;
- (c) the Company or any other member of the Company Group enters into a buy-back agreement or resolves to approve the terms of a buy-back agreement under the Corporations Act;
- (d) the Company or any other member of the Company Group issues or authorises the issue of shares or other instruments convertible into, in lieu of or in substitution for shares, or grants an option over its shares, or agrees to make such an issue or grant such an option, excluding any Company Shares issued on the conversion of the Convertible Notes;
- (e) the Company or any other member of the Company Group creates, or agrees to create, any mortgage, charge, lien or other encumbrance over the whole or a substantial part of the business, assets or property of the Company Group;
- (f) an Event of Insolvency occurs in relation to the Company or any other member of the Company Group;
- (g) the Company or any other member of the Company Group states its intention to or makes any change to its constitution; or
- (h) the Company declares any dividend or pays, makes or incurs any liability to pay or make any distribution whether by way of dividend, capital distribution, bonus or other share of its profits or assets.

Firstmac Transaction means any transaction (including a takeover bid, scheme of arrangement, shareholder approval acquisition, sale or purchase of assets or similar transaction or arrangement) by Firstmac Holdings Limited or any of its Related Bodies Corporate in respect of the Purchaser which values each Purchaser Share at a price of more than \$1.27.

General Meeting means the meeting of the Purchaser's shareholders to be held on or about March 2018 to approve, among other things, the Transaction.

Goldfields Competing Proposal means any proposal or offer that would if completed substantially in accordance with its terms result in any person or persons other than the Vendors or their Related Bodies Corporate:

- (a) acquiring (directly or indirectly):
 - (i) an interest in all or a substantial part of the assets of the Purchaser;
 - (ii) a relevant interest in more than 20% of the issued Purchaser Shares within the meaning of sections 608 and 609 of the Corporations Act;
 - (iii) control of the Purchaser within the meaning of section 50AA of the Corporations Act; or
- (b) requiring the Purchaser to abandon, or otherwise fail to proceed

with the Transaction,

whether by way of takeover bid, members' or creditors' scheme of arrangement, shareholder approved acquisition, capital reduction, buy-back, sale or purchase of shares, other securities or assets, assignment or sale of assets and liabilities, incorporated or unincorporated joint venture, dual-listed company (or other synthetic merger), deed of company arrangement, any debt for equity arrangement or other transaction or arrangement, other than if consented to in writing by the Company. For the avoidance of doubt, any Firstmac Transaction will be a Competing Proposal.

**Goldfields
Material
Adverse Effect**

means any change, effect, matter or circumstances that individually or in aggregate has had or would with the lapse of time reasonably be expected to have a material adverse effect on the structure, business, assets, liabilities, operations, financial or trading position, performance or prospects of the Purchaser, but excluding any change, effect or circumstance:

- (a) required or permitted by this document, the Transaction or the transactions contemplated by or otherwise attributable to the negotiation, execution, announcement or performance of the Transaction;
- (b) agreed in writing by the Company;
- (c) arising as a result of any generally applicable change in Law or governmental policy; or
- (d) arising from changes in economic, political or business conditions (including interest rates).

**Goldfields
Prescribed
Event**

means the occurrence of the following (other than any matter consented to in writing by the Company):

- (a) the Purchaser converts all or any of the Purchaser Shares into a larger or smaller number of shares;
- (b) the Purchaser resolves to reduce its share capital in any way or reclassifies, combines, splits, redeems or repurchases directly or indirectly any of its shares;
- (c) the Purchaser enters into a buy-back agreement or resolves to approve the terms of a buy-back agreement under the Corporations Act;
- (d) the Purchaser issues or authorises the issue of shares or other instruments convertible into, in lieu of or in substitution for shares, or grants an option over its shares, or agrees to make such an issue or grant such an option, excluding any Purchaser Share issued by the Purchaser as a result of the exercise of Options or the vesting of Performance Rights;
- (e) the Purchaser creates, or agrees to create, any mortgage, charge, lien or other encumbrance over the whole or a substantial part of its business, assets or property;
- (f) an Event of Insolvency occurs in relation to the Purchaser;

- (g) the Purchaser states its intention to or makes any change to its constitution; or
- (h) the Purchaser declares any dividend or pays, makes or incurs any liability to pay or make any distribution whether by way of dividend, capital distribution, bonus or other share of its profits or assets.

Government Agency

means any government or representative of a government or any governmental, semi-governmental, administrative, fiscal, regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity in any relevant part of the world.

GST

has the meaning given to it in the GST Act.

GST Act

means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any regulations thereto or such other act or regulations of equivalent effect.

Head Company

has the same meaning as that term is defined in section 995-1 of the ITAA 97.

Information Schedule

means the schedule containing:

- (a) full details of all:
 - (i) Premises;
 - (ii) Intellectual Property;
 - (iii) Insurances;
- (b) a list of the documents, information and materials in the Company Data Room;
- (c) a list of the documents, information and materials in the Purchaser Data Room;
- (d) the Company Asset Schedule;
- (e) the Purchaser Asset Schedule;
- (f) the Employee Entitlement Register; and
- (g) the list of specified Company executives who are to be invited by the Purchaser to participate in the Goldfields Money Incentive Plan in accordance with clause 11.7,

as exchanged between the Purchaser and the Company on or prior to the Execution Date and initialled by and on behalf of the Purchaser and the Company for the purposes of identification only.

Insolvency Provision

means any Law relating to insolvency, sequestration, liquidation or bankruptcy (including any Law relating to the avoidance of conveyances in fraud of creditors or of preferences, and any Law under which a liquidator or trustee in bankruptcy may satisfy or avoid transactions), and any provision of any agreement, arrangement or scheme, formal or informal, relating to the administration of any of the assets of any person.

Intellectual Property Licence	<p>means:</p> <ul style="list-style-type: none"> (a) in respect of the Company Group, all agreements under which the Company Group obtains from any person the exclusive or non-exclusive right to use, but not the ownership of, any of the Intellectual Property Rights referred to in paragraphs (a)(i) to (a)(iv) inclusive of the definition of that term; and (b) in respect of the Purchaser Group, all agreements under which the Purchaser Group obtains from any person the exclusive or non-exclusive right to use, but not the ownership of, any of the Intellectual Property Rights referred to in paragraphs (b)(i) to (b)(iv) inclusive of the definition of that term.
Intellectual Property Rights	<p>means:</p> <ul style="list-style-type: none"> (a) in respect of the Company Group: <ul style="list-style-type: none"> (i) the business names or trademarks owned or used at any time by the Company Group; (ii) the Confidential Information owned or used at any time by the Company Group; (iii) the patents, patent applications, registered designs, unregistered designs, copyright and all other similar rights owned or used at any time by the Company Group; and (iv) the Intellectual Property Licences; and (b) in respect of the Purchaser Group: <ul style="list-style-type: none"> (i) the business names or trademarks owned or used at any time by the Purchaser Group; (ii) the Confidential Information owned or used at any time by the Purchaser Group; (iii) the patents, patent applications, registered designs, unregistered designs, copyright and all other similar rights owned or used at any time by the Purchaser Group; and (iv) the Intellectual Property Licences, <p>in each case including, but not limited to the items described in the Information Schedule in respect of the Company Group (under Part A) or the Purchaser Group (under Part B) (as applicable).</p>
Invoice	means a tax invoice as defined in and for the purposes of the GST Act or any document allowing the Recipient to claim an input tax credit under the GST Act.
ITAA 97	means the <i>Income Tax Assessment Act 1997</i> (Cth).
ITAA 36	means the <i>Income Tax Assessment Act 1936</i> (Cth).

Law	includes any requirement of any statute, regulation, proclamation, ordinance or by-law, present or future and whether State, Federal, local or otherwise.
Listing Rules	means the listing rules of the ASX.
Loss	means losses, liabilities, damages, costs, charges and expenses and includes Taxes, Duty and Tax Costs.
Management Accounts	means the unaudited balance sheet and the unaudited profit and loss account of the Company as at the Management Accounts Date.
Management Accounts Date	means 30 November 2017.
Material Adverse Effect	<p>means:</p> <p>(a) when used in respect of a Vendor Warranty, a material adverse effect on the financial position or performance, prospects, or operations of the Company Group when compared to what the financial position or performance, prospects, or operations of the Company Group would be if the Vendor Warranty were true; and</p> <p>(b) when used in respect of a Purchaser Warranty, a material adverse effect on the financial position or performance, prospects, or operations of the Purchaser Group when compared to what the financial position or performance, prospects, or operations of the Purchaser Group would be if the Purchaser Warranty were true.</p>
NHL Share Sale Agreement	means the NHL Share Sale Agreement: Nationalcorp and ACHL dated on or about 12 December 2017
Officer	in relation to a corporation, has the meaning given in Section 82A of the Corporations Act.
Options	means the options issued by the Purchaser to subscribe for Purchaser Shares.
Party	means a party to this document and Parties means the parties to this document.
Passive Vendor	means each Vendor listed in Schedule 1 that is identified as such in the second column of the table in Schedule 1.
Performance Rights	means the performance rights issued by the Purchaser under the Goldfields Money Equity Incentive Plan.
Personal Guarantee	means the guarantees given by Kar Wing Ng and John Kolenda under clause 3.7 of the document entitled "Share Sale Agreement: Nationalcorp and AHCL" between (amongst other entities) Barry Parker Family Investments Pty Ltd, the Company, Kar Wing Ng and John Kolenda, as disclosed in writing to the Purchaser before the Execution Date or any guarantee, indemnity, charge, undertaking or other commitment which has

been granted or entered into after the Execution Date and before Completion with the Purchaser's prior written consent, given by any person other than a member of the Company Group to any person to secure the performance of any obligation of any member of the Company Group.

Pioneer Credit	means Pioneer Credit Connect Pty Ltd ACN 605 087 803.
Premises	means: <ul style="list-style-type: none"> (a) in respect of a member of the Company Group, all the land and buildings owned, leased or occupied by that member of the Company Group as set out under the heading 'Company Premises' in the Information Schedule; and (b) in respect of the Purchaser Group, all the land and buildings owned, leased or occupied by the Purchaser as set out under the heading 'Purchaser Premises' in the Information Schedule.
Process Agreement	means the process agreement dated on or about 21 November 2017 between 1800Homeloans, the Company and the Purchaser.
Purchaser Asset Schedule	means the asset schedule for the Purchaser Group as contained in the Information Schedule.
Purchaser Business	means the business carried out by the Purchaser Group as at the Execution Date.
Purchaser Data Room	means the online data room, established by the Purchaser, containing the documents, information and materials listed in the Information Schedule.
Purchaser Disclosure Letter	means a letter dated the same date as the Execution Date together with the attachments to that letter disclosing facts, matters and circumstances that: <ul style="list-style-type: none"> (a) do not constitute a breach by the Purchaser of clause 9.6; or (b) affect the Purchaser Warranties, the form and content of which is prepared by the Purchaser and acknowledged by the Company for identification purposes only on or before the Execution Date.
Purchaser Disclosure Materials	means: <ul style="list-style-type: none"> (a) the documents, information and materials listed in the Information Schedule (being the documents, information and materials in the Purchaser Data Room); (b) the written answers that were provided by or on behalf of the Purchaser in response to questions and requests for further information made by the Company or the Vendors; and (c) the Purchaser Disclosure Letter.
Purchaser Group	means the Purchaser and its Subsidiaries.

Purchaser Material Contract	<p>means any contractor arrangement to which the Purchaser is a party and which:</p> <ul style="list-style-type: none"> (a) involves annual income or costs to the Purchaser of more than \$50,000; (b) continues for a period of 24 months or more; (c) is outside the ordinary course of business; or (d) is not at arm's length terms.
Purchaser Share	means a fully paid ordinary share in the capital of the Purchaser.
Purchaser Shareholder	means a registered holder of one or more Purchaser Shares.
Purchaser Tax Warranties	mean the tax warranties set out in paragraph 17 of Schedule 3.
Purchaser Warranties	means the representations and warranties of the Purchaser set out in Schedule 3 and a Purchaser Warranty means any one of them.
Purchaser's Board	means the board of directors of the Purchaser.
Receiving Party	means, in respect of Confidential Information of another Party or Parties, the Party that receives or obtains that information.
Regulatory Approvals	means any approval of a Government Agency which is necessary to implement the Transaction.
Related Body Corporate	has the meaning given in section 9 of the Corporations Act.
Related Party	has the meaning given in section 228 of the Corporations Act.
Released Person	has the meaning given in clause 11.6.
Relevant Interest	has the meaning given in section 608 of the Corporations Act.
Representative	means, in relation to a party, that party's directors, officers, employees, agents or advisers (including without limitation lawyers, accountants, consultants, bankers, financial advisers and any representatives of those advisers).
Respective Proportion	means, in respect of a Vendor, the proportion which that Vendor's Vendor Shares bears to the total number of Vendor Shares held by the Vendors, as set out in the column titled "Respective Proportion" in the table in Schedule 1.

Revenue Authority	means any Federal, State, Territory or local government authority or instrumentality in respect of Tax or Duty.
Sale Shares	means all the issued capital in the Company as at Completion, comprising: <ul style="list-style-type: none"> (a) the Vendor Shares; and (b) the CN Shares.
Shareholders Agreement	means the Shareholders Agreement between (among others) the Company and the parties listed in Schedule 1.
Specified Executive	means: <ul style="list-style-type: none"> (a) in relation to the Company and the Vendors: <ul style="list-style-type: none"> (i) John Kolenda; (ii) Kar Wing Ng; (iii) Kylie Turner; and (iv) Allan Savins; and (b) in relation to the Purchaser, means: <ul style="list-style-type: none"> (i) Simon Lyons; (ii) Malcolm Cowell; and (iii) Steve Ellis.
Subsidiary	has the meaning given to that term in the Corporations Act.
Superannuation Funds	means any or all of the superannuation funds into which each member of the Company Group makes contributions (or is required to make contributions) on behalf of the Employees.
Tax	means any tax, levy, charge, impost, duty, fee, deduction, compulsory loan, withholding, stamp, transaction, registration, duty or similar charge which is assessed, levied, imposed or collected by any government agency and includes, but is not limited to, any interest, fine, penalty, charge, fee or any other accounting imposed on, or in respect of any of the above but excludes Duty.
Tax Cost	means all costs and expenses incurred in: <ul style="list-style-type: none"> (a) managing an inquiry; or (b) conducting any objection, action, defence, or proceeding with the purpose of causing a withdrawal, reduction, postponement, avoidance or compromise of a demand or assessment relating to Tax issued by a Government Agency under a Tax Law, in relation to Tax or Duty, but does not include the Tax or Duty.
Tax Law	means any Law relating to either Tax or Duty as the context requires.

Taxable Supply	has the meaning given to it in the GST Act.
Third Party Claim	means any Claim made or brought by any person or entity (including a Government Agency) other than a Vendor, a member of the Purchaser Group or a member of the Company Group.
Transaction	means the sale of the Sale Shares to the Purchaser in consideration for the issue by the Purchaser of the Consideration Shares and otherwise on the terms and conditions set out in this document.
Transaction Timetable	means the indicative timetable for implementation of the Transaction, as set out in Schedule 4.
Trust	means, in respect of a Vendor Trustee, the trust on whose behalf that Vendor Trustee has entered into this document, as specified in the column titled "Vendor" in the table in Schedule 1.
Vendor Group Member	means each Vendor and each Related Body Corporate of each Vendor, but excluding each member of the Company Group.
Vendor Nominee Director	means John Kolenda.
Vendor Shares	means, in respect of each Vendor, the number of Company Shares set out in column titled "Number of Vendor Shares held" in the table in Schedule 1.
Vendor Specific Warranties	means the representations and warranties set out in Part A of Schedule 2 and Vendor Specific Warranty means any one of them.
Vendor Trustee	means a Vendor who is entering into this document in its capacity as trustee of a Trust.
Vendor Warranties	means the Vendor Specific Warranties and the Active Vendor Warranties set out in Part B of Schedule 2, and Vendor Warranty means any one of them.
Vendors	means each of the parties listed in Part A of Schedule 1.
Vendors' Representative	means Kar Wing Ng.
Voluntary Escrow Deed	<p>means a voluntary escrow deed to be entered into between the Escrowed Vendors and the Purchaser, substantially in the form attached as Annexure A, with the "Escrow Period" being:</p> <ul style="list-style-type: none"> (a) for the Escrowed Vendors other than Resimac Limited and Loan Packaging Australia Pty Ltd, the period commencing on Completion until the date of announcement on the ASX of the Purchaser's results for the six month period ending 31 December 2019; and (b) for Resimac Limited and Loan Packaging Australia Pty Ltd, the

period commencing on Completion until the date which is 12 months following Completion.

WST means Western Standard Time as observed in Perth, Western Australia.

Interpretation

1.2 In this document unless the context otherwise requires:

- 1.2.1 headings are for convenience only and do not affect its interpretation;
- 1.2.2 the expression **person** includes an individual, the estate of an individual, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), a partnership and a trust;
- 1.2.3 a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation;
- 1.2.4 a reference to any document (including this document) is to that document as varied, novated, ratified or replaced from time to time;
- 1.2.5 a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- 1.2.6 words importing the singular include the plural (and vice versa) and words indicating a gender include every other gender;
- 1.2.7 reference to parties, clauses, schedules, exhibits or annexure are references to parties, clauses, schedules, exhibits and annexure to or of this document and a reference to this document includes any schedule, exhibit or annexure to this document;
- 1.2.8 where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- 1.2.9 a reference to **\$** or **dollar** is to Australian currency;
- 1.2.10 a reference to a payment is to a payment by bank cheque unless the recipient otherwise allows; and
- 1.2.11 a reference to a matter or information which is "fairly disclosed" means where reasonably sufficient disclosure has been made to allow an investor, experienced in deals of the nature of the transactions contemplated by this document, to identify or otherwise determine the significance of the information.

Several liability of the Vendors

1.3 Except where specified to the contrary in this document:

- 1.3.1 each obligation of a Vendor is several and not joint;
- 1.3.2 each right of the Vendors is held by each of them severally not jointly; and

- 1.3.3 any other reference to the Vendors is a reference to each of the Vendors separately and as to itself.
- 1.4 No Vendor is responsible for the conduct of, or has liability or responsibility for, the acts attributable to another Vendor.

Meaning of Active Vendor “awareness”

- 1.5 Where any Vendor Warranty is qualified by the expression “so far as the Active Vendors are aware” or any similar expression, all of the Active Vendors will be deemed to know or be aware of a particular fact, matter or circumstance if a Specified Executive:
 - 1.5.1 is aware of that fact, matter or circumstance on the date the Vendor Warranty is given; or
 - 1.5.2 would reasonably be expected to be aware of that fact, matter or circumstance if, on the date the Vendor Warranty is given, they had made reasonable enquiries as to the accuracy of the Vendor Warranty from their direct reports.

Meaning of Purchaser “awareness”

- 1.6 Where any Purchaser Warranty is qualified by the expression “so far as the Purchaser is aware” or any similar expression, the Purchaser will be deemed to know or be aware of a particular fact, matter or circumstance if a Specified Executive:
 - 1.6.1 is aware of that fact, matter or circumstance on the date the Purchaser Warranty is given; or
 - 1.6.2 would reasonably be expected to be aware of that fact, matter or circumstance if, on the date the Purchaser Warranty is given, they had made reasonable enquiries as to the accuracy of the Purchaser Warranty from their direct reports.

2 Conditions precedent

Conditions

- 2.1 Completion is conditional upon the satisfaction or waiver (in accordance with clauses 2.2 to 2.4) of each of the following Conditions:
 - 2.1.1 the Purchaser has received all necessary Regulatory Approvals, waivers and consents required to implement the Transaction, including, without limitation:
 - (a) approval from the ASX for quotation of the Consideration Shares;
 - (b) confirmation from the ASX that it does not object to the Explanatory Memorandum pursuant to the Listing Rules; and
 - (c) confirmation from the Australian Securities and Investments Commission that either it has no comments in respect of the Explanatory Memorandum or it is satisfied that any comments it has have been satisfactorily addressed;

- 2.1.2 the Company has received all necessary Regulatory Approvals, waivers and consents required to implement the Transaction;
- 2.1.3 the Treasurer has granted all necessary approvals under the *Financial Sector (Shareholdings) Act 1998* (Cth);
- 2.1.4 the Purchaser has obtained all Purchaser Shareholder approvals at the General Meeting that may be required to complete the Transaction, including, for the avoidance of doubt (and without limitation):
 - (a) the issue of the Consideration Shares to the Vendors (or their nominee(s));
 - (b) the acquisition by the Purchaser of a relevant interest in its own securities of greater than 20% as a consequence of the execution by the Voluntary Escrow Deeds by the Escrowed Vendors; and
 - (c) the appointment with effect from Completion of the Vendor Nominee Director to the Purchaser's Board;
- 2.1.5 no Finsure Prescribed Event or Finsure Material Adverse Effect occurring prior to Completion;
- 2.1.6 no Goldfields Prescribed Event or Goldfields Material Adverse Effect occurring prior to Completion;
- 2.1.7 the completion by the Company of its acquisition of NHL pursuant to and substantially in accordance with the terms of the NHL Share Sale Agreement;
- 2.1.8 receipt of consent (either unconditionally or subject to such conditions as are acceptable to the Purchaser, acting reasonably) to the acquisition of the Sale Shares by the Purchaser pursuant to this document from:
 - (a) One Managed Investment Funds Ltd in its capacity as custodian and agent for Aura Funds Management 1 Pty Ltd as trustee for Aura High Yield Fund in respect of the Loan Agreement between that entity and Pioneer Mortgages Holdings Pty Ltd dated 18 November 2016 (as amended from time to time);
 - (b) Australian Executor Trustees Limited in its capacity as custodian for Aura Funds Management 1 Pty Ltd as trustee for Finsure Syndicated Loan Unit Trust in respect of the Loan Agreement between that entity and the Company dated 31 July 2015 (as amended from time to time); and
 - (c) One Managed Investment Funds Ltd as custodian of the Aura High Yield Fund in respect of the Loan Agreement originally between Resimac Limited and the Company dated 3 September 2015, as novated from Resimac Limited to that entity and amended pursuant to a Transfer and Amendment Deed dated 2017; and
- 2.1.9 receipt of consent (either unconditionally or subject to such conditions as are acceptable to the Company, acting reasonably) from Bendigo and Adelaide Bank Limited to any change of control of the Purchaser arising out of or in connection with the Transaction, pursuant to the Receivables Acquisition and

Servicing Agreement – Goldfields Money Limited between that entity and the Purchaser dated 19 August 2014.

Benefit of the Conditions

- 2.2 The Conditions in clause 2.1.6 and 2.1.9 are inserted in this document for the Company's benefit and the Company may, by notice in writing to the Purchaser on or before the End Date, waive that Condition.
- 2.3 The Conditions in clauses 2.1.5, 2.1.7 and 2.1.8 are inserted in this document for the Purchaser's benefit and the Purchaser may, by notice in writing to the Vendors' Representative on or before the End Date, waive that Condition.
- 2.4 The Conditions in clauses 2.1.1, 2.1.2, 2.1.3 and 2.1.4 are inserted in this document for the benefit of all Parties and may not be waived.

Reasonable endeavours

- 2.5 The Company must use reasonable endeavours to ensure the Conditions in clauses 2.1.2, 2.1.7 and 2.1.8 are satisfied on or before the End Date.
- 2.6 The Purchaser must use reasonable endeavours to ensure the Conditions in clauses 2.1.1, 2.1.4 and 2.1.9 are satisfied on or before the End Date.
- 2.7 Each Party must use reasonable endeavours to ensure the Condition in clause 2.1.3 is satisfied on or before the End Date.
- 2.8 Each Party must provide all reasonable assistance to the others as is necessary to satisfy the Conditions.
- 2.9 Nothing in this clause obliges a party to waive a Condition or grant an extension of time for satisfaction of a Condition.

Notice

- 2.10 The Purchaser and the Company must promptly notify the other in writing if any of the Conditions are satisfied or cannot be satisfied.

Termination before Completion

- 2.11 The Company may, by written notice to the Purchaser, terminate this document at any time before Completion if:
 - 2.11.1 any one or more of the Conditions in clauses 2.1.6 and 2.1.9 is not satisfied, or waived in accordance with clauses 2.2 to 2.4, by the End Date; or
 - 2.11.2 any of the Conditions to which it is entitled to the benefit become incapable of satisfaction or the Parties agree that any of the Conditions cannot be satisfied.
- 2.12 The Purchaser may, by written notice to the Company, terminate this document at any time before Completion if:
 - 2.12.1 any one or more of the Conditions in clauses 2.1.5, 2.1.7 and 2.1.8 is not satisfied, or waived in accordance with clauses 2.2 to 2.4, by the End Date; or
 - 2.12.2 any of the Conditions to which it is entitled to the benefit become incapable of satisfaction or the Parties agree that any of the Conditions cannot be satisfied.

Agreement of no effect

- 2.13 If a Party gives notice terminating the Agreement under clauses 2.11 or 2.12:
- 2.13.1 clauses 8, 18, 19, 20, 22, 24, 25, 26 and 27 continue to apply;
 - 2.13.2 accrued rights and remedies of a Party are not affected; and
 - 2.13.3 subject to clauses 2.13.1 and 2.13.2, the Parties are released from further performing their obligations under this document.

Regulatory Approvals

- 2.14 Where any Condition requires the approval or consent of any Government Agency, that Condition will be satisfied if that approval or consent is given either:
- 2.14.1 unconditionally; or
 - 2.14.2 on terms and conditions that are acceptable to the Purchaser and the Vendors' Representative acting reasonably,
- and those approvals or consents are not withdrawn, cancelled or revoked before Completion.
- 2.15 Without limiting the generality of clauses 2.5 to 2.9, in connection with any Condition that requires the approval or other involvement of a Government Agency:
- 2.15.1 neither the Purchaser nor the Vendors may agree to a condition or undertaking requested or required by the Government Agency without the express written consent of the other;
 - 2.15.2 the Party applying for the relevant approval or involving the relevant Government Agency must, in consultation with the other Parties:
 - (a) as soon as practicable after the Execution Date (and to the extent that they have not already done so), give to the relevant Government Agency all necessary or appropriate notices and applications (together with any applicable fees) relating to the Transaction and supply to the relevant Government Agency all necessary or appropriate information for the purpose of satisfying the relevant Condition; or
 - (b) not withdraw the notices and applications given to relevant Government Agency without the prior written consent of the other Parties; and
 - 2.15.3 should any Party:
 - (a) receive any contact from, or engage in any other communication with, the relevant Government Agency, it must advise the other Parties as soon as possible thereafter and, to the extent it is legally permitted to do so, provide the other Parties with details of all communication;
 - (b) propose to provide any information to the relevant Government Agency directly, prior to submitting each such document, to the extent it is legally permitted to do so, the Party proposing to provide the information to the relevant Government Agency must allow the other Parties or their representative a reasonable

opportunity to comment on that document and amend any factual inaccuracy, and reasonably consider for incorporation any other comments, notified to it or its representative; and

- (c) propose to have a meeting with the relevant Government Agency, it must inform the other Parties or their representative of the meeting, the proposed subject matter of the meeting, and afford the other Parties or its representative the opportunity to attend the meeting with the relevant Government Agency,

unless otherwise required by the relevant Government Agency.

3 Transaction

Agreement to buy and sell Vendor Shares

- 3.1 The Vendors agree to sell free from Encumbrances the Vendor Shares and the Purchaser agrees to purchase the Sale Shares for the Consideration and on the further terms and conditions set out in this document.
- 3.2 The Purchaser agrees to purchase the CN Shares for the Consideration and on the further terms and conditions set out in this document.

Associated rights

- 3.3 The Vendors must sell the Vendor Shares to the Purchaser together with all rights attached to them as at the Execution Date and that accrue between the Execution Date and Completion.

Dividends and distributions

- 3.4 The Purchaser or its nominee will be entitled to receive 100% of all dividends and distributions declared paid or made by the Company on or after the Execution Date.

Waiver of pre-emption

- 3.5 The Vendors waive all rights of pre-emption or other rights over any of the Vendor Shares conferred either by the constitution of the Company, by any shareholders agreement relating to Company Shares or other securities in the Company or in any other way.

Title and risk

- 3.6 Title to and risk in the Vendor Shares passes from the Vendors to the Purchaser on Completion.

4 Consideration

Consideration

- 4.1 The consideration payable by the Purchaser for the Sale Shares is the issue and allotment at Completion of the Consideration Shares to the Vendors and the Dragged Vendors or their respective nominee(s).

- 4.2 Each Vendor and any Dragged Vendor shall be entitled to receive such number of Consideration Shares as is specified in the column titled "Consideration Shares to be issued" in the table in Schedule 1.
- 4.3 The Purchaser acknowledges that clause 4.2 is for the benefit of any Dragged Vendor and is held on trust for them by the Vendors.
- 4.4 The Purchaser must ensure that:
- 4.4.1 the Consideration Shares rank equally with all existing Shares on issue as at Completion; and
 - 4.4.2 on issue, the Consideration Shares are fully paid and free from any Encumbrance and quoted on ASX.
-

5 General Meeting and compliance with Transaction Timetable

Explanatory Memorandum

- 5.1 As soon as practicable after the Execution Date, the Purchaser must prepare and dispatch the Explanatory Memorandum to the Purchaser's Shareholders, in a form approved by the Company (such approval not to be unreasonably withheld or delayed) in accordance with all applicable Laws and the Listing Rules.
- 5.2 The Explanatory Memorandum will contain a responsibility statement:
- 5.2.1 by the Purchaser that the Explanatory Memorandum (other than the independent expert's report and the Company Information) has been prepared by the Purchaser and is the sole responsibility of the Purchaser and that neither Company nor the Vendors assume any responsibility or liability for the accuracy or completeness of that information, but the Purchaser does take responsibility and liability for that information; and
 - 5.2.2 by the Company that it has prepared and is responsible for the Company Information and the Purchaser does not assume any responsibility for the accuracy or completeness of the Company Information, but the Company does take responsibility and liability for that information.

Purchaser Board recommendation

- 5.3 The Purchaser must procure that:
- 5.3.1 the ASX announcement of the execution of this document includes a statement that:
 - (a) the Purchaser Board unanimously recommends the Transaction;
 - (b) each director of the Purchaser intends to vote the Purchaser Shares to which such director is beneficially entitled or for which they hold undirected proxies in favour of the Transaction at the General Meeting; and
 - (c) Pioneer Credit intends to vote its Purchaser Shares in favour of the Transaction at the General Meeting, subject to:

- (i) the Conditions being met and in the absence of a superior proposal to the Transaction;
- (ii) the Transaction proceeding; and
- (iii) Pioneer Credit being a shareholder at the time the Purchaser Shareholders vote on the Transaction; and

5.3.2 without prejudice to clause 5.4, all subsequent public announcements by the Purchaser in relation to the Transaction (including the Explanatory Memorandum and any announcement in respect of the dispatch of the Explanatory Memorandum to the Purchaser's shareholders) must include a statement that:

- (a) the Purchaser Board unanimously recommends the Transaction (or all but 1 member of the Purchaser board recommends the Transaction) (**Recommending Directors**); and
- (b) each Recommending Director intends to vote the Purchaser Shares to which such director is beneficially entitled or for which they hold undirected proxies in favour of the Transaction at the General Meeting,

in each case, qualified only by the words to the effect of:

5.3.3 'in the absence of superior proposals; and

5.3.4 other than in respect of the Explanatory Memorandum or any document issued after the issue of the Explanatory Memorandum, "subject to the independent expert opining that the Transaction is reasonable".

5.4 The Purchaser must procure that the directors of the Purchaser do not make any public statement or take any action that qualifies their support for the Transaction or contradicts, or subsequently changes, withdraws or modifies the recommendation referred to in clause 5.3.1(a) above other than as contemplated by clause 5.3.2 or in any of the following circumstances:

5.4.1 an independent expert concludes that the Transaction is "not fair" and "not reasonable";

5.4.2 a Goldfields Competing Proposal emerges other than as a result of breach of clause 7 (Exclusivity by the Purchaser) by the Purchaser, which the Purchaser's board determines to be a superior proposal to the Transaction (in terms of consideration and terms/conditions taken as a whole); or

5.4.3 the Purchaser's Board determines in good faith, after having obtained written advice from their legal advisers, that a failure to withdraw or change their recommendation would constitute, or would be likely to constitute, a breach of any of the fiduciary or statutory duties of the Purchaser's Board.

5.5 The Purchaser represents and warrants to the Company that it has been advised by:

5.5.1 each director of the Purchaser in office as at the date of this document that he or she will act in accordance with clauses 5.3 to 5.4; and

5.5.2 Pioneer Credit that it has agreed to act in accordance with clause 5.3 and that it consents (or will consent) to a statement regarding its voting intention being included in the ASX announcement of the execution of this document.

Compliance with Transaction Timetable and cooperation in implementation of the Transaction

- 5.6 Each Party must use its best endeavours to implement the Transaction in accordance with the Transaction Timetable.
- 5.7 The Purchaser must:
- 5.7.1 **(ASIC modifications and ASX waivers)**: apply for any ASX waivers and ASIC modifications as may be necessary to enable the Transaction to proceed;
 - 5.7.2 **(notice of meeting)**: Before the notice of meeting for the General Meeting is dispatched to Purchaser Shareholders, prepare and lodge with ASIC a draft of the Explanatory Memorandum and any other explanatory materials which will accompany the notice of meeting in accordance with ASIC Regulatory Guide 74 and all applicable Listing Rules and Laws and, to the extent reasonably possible, in accordance with the Transaction Timetable;
 - 5.7.3 **(General Meeting)**: convene and hold the General Meeting;
 - 5.7.4 **(supplementary information)**: prepare, and procure the preparation of, supplementary information (if circumstances require) and provide such information to the Purchaser Shareholders prior to the General Meeting in accordance with ASIC Regulatory Guide 74 and all applicable Listing Rules and Laws;
 - 5.7.5 **(ASIC and ASX)**: lodge any necessary documents or forms with ASIC or ASX to complete the Transaction, including:
 - (a) providing to ASX a written notice that complies with section 708A(6) of the Corporations Act immediately after the issue of the Consideration Shares; and
 - (b) lodge an Appendix 3B with ASX reflecting the issue of the Consideration Shares;
 - 5.7.6 **(draft Explanatory Memorandum)**: provide the Vendors and the Company with a draft of Explanatory Memorandum and any other explanatory materials which will accompany the notice of meeting as well as a draft copy of any supplementary information referred to in clause 5.7.4 so that the Vendors and the Company have reasonable time to review and provide comments on those draft materials, and must take into account any reasonable comments from the Vendors and the Company. Without limiting clause 5.1, the Purchaser must consult with the Company in relation to the drafts before producing final versions to be sent to the Purchaser Shareholders; and
 - 5.7.7 **(keep informed)** keep the Vendors and the Company informed of any matters raised by ASIC or the ASX in relation to the Explanatory Memorandum and use reasonable endeavours to take into consideration in resolving such matters, any issues raised by the Vendors or the Company.

- 5.8 The Company and each Vendor must take all reasonable steps to assist the Purchaser to implement the Transaction, including by taking each of the following steps:
- 5.8.1 provide the Purchaser for inclusion in the Explanatory Memorandum such information regarding the Company as the Purchaser reasonably requires to prepare and issue the Explanatory Memorandum (including consent to the form and context in which that information appears in the Explanatory Memorandum); and
 - 5.8.2 review the drafts of the Explanatory Memorandum and provide comments on those drafts in good faith.
- 5.9 The Company must undertake appropriate verification processes with due care and attention in relation to the Company Information (which, for the avoidance of doubt, does not include any information contained in the independent expert's report) and the Purchaser must undertake appropriate verification processes with due care and attention in relation to the remainder of the Explanatory Statement, in each case with a view to confirming:
- 5.9.1 that factual information is true and correct in all material respects; and
 - 5.9.2 that matters of opinion or belief, or forward looking statements, are honestly held and based on reasonable grounds.
- 5.10 Each Party must assist each other to obtain any consents or approvals necessary from the Australian Prudential Regulation Authority in respect of or to implement the Transaction.
-

6 Composition of Purchaser's Board

- 6.1 The Purchaser must procure that, upon Completion, the Purchaser's Board comprises a majority of independent directors.
- 6.2 The Purchaser must procure that the Vendor Nominee Director receives the same rights and entitlements as the other directors on the Purchaser Board, including without limitation access and rights under any deed of access and indemnity or policy of directors and officers insurance.
-

7 Exclusivity by Purchaser

Process Agreement

- 7.1 The Purchaser warrants to the Company and each of the Vendors that it has at all times complied with the Process Agreement.

No shop

- 7.2 The Purchaser must ensure that, until Completion, neither it nor any of its Representatives, directly or indirectly solicits, invites or initiates any enquiries, negotiations or discussions, or communicates any intention to do any of these things, with a view to obtaining any expression of interest, offer or proposal from any person in relation to a Goldfields Competing Proposal.

- 7.3 Nothing in clause 7.2 prevents the Purchaser from continuing to make normal presentations to, and to respond to enquiries from, brokers, portfolio investors and analysts in the ordinary course in relation to the Transaction or its business generally.

No talk

- 7.4 Subject to clause 7.7 the Purchaser must ensure that, until Completion, neither it nor any of its Representatives, negotiates or enters into, continues or participates in negotiations or discussions with any other person regarding a Goldfields Competing Proposal, even if that Goldfields Competing Proposal was not directly or indirectly solicited, initiated or encouraged by the Purchaser or any of its Representatives.

No due diligence

- 7.5 Without limiting clause 7.4 but subject to clause 7.7, the Purchaser must not, until Completion:
- 7.5.1 solicit, initiate, facilitate or encourage any other party to undertake due diligence on it; or
 - 7.5.2 make available to any other person or permit such person to receive any non-public information relating to it.
- 7.6 Clause 7.5 does not prevent the Purchaser from providing information to the Company pursuant to this document or to otherwise effect the negotiation and entry into this document.

Fiduciary exception

- 7.7 Clauses 7.4 to 7.6 do not prohibit any action or inaction by the Purchaser or any of its Representatives in relation to a Goldfields Competing Proposal if compliance with those clauses would, in the opinion of the Purchaser Board, formed in good faith after receiving written advice from its external legal advisers, constitute, or be likely to constitute, a breach of any of the fiduciary or statutory duties of the directors of the Purchaser, provided that the Goldfields Competing Proposal was not directly or indirectly brought about by, or facilitated by, a breach of clause 7.2.

Notification

- 7.8 The Purchaser must, until Completion, immediately inform the Company if it or any of its Representatives are approached by any person to engage in any activity that would breach its obligations under clauses 7.2, 7.4, 7.5 (or would breach its obligations under those clauses but for the operation of clause 7.7) and immediately provide in writing to the Company:
- 7.8.1 the identity of the person; and
 - 7.8.2 details of the expression of interest and/or proposal or Goldfields Competing Proposal made by the person making the approach and details of any discussions between such persons and Goldfields (or its Representatives),
- unless, in the opinion of the Purchaser Board, formed in good faith after receiving written advice from its external legal advisers, notifying the Company would constitute or would be likely to constitute a breach of any of the fiduciary or statutory duties of the directors of the Purchaser.

Compliance with Law

- 7.9 If it is finally determined by a court, or the Takeovers Panel, that the agreement by the Parties under this clause 7 or any part of it:
- 7.9.1 constituted, or constitutes, or would constitute, a breach of the fiduciary or statutory duties of the Goldfields Board;
 - 7.9.2 constituted, or constitutes, or would constitute, 'unacceptable circumstances' within the meaning of the Corporations Act; or
 - 7.9.3 was, or is, or would be, unlawful for any other reason,
- then, to that extent (and only to that extent) the Purchaser will not be obliged to comply with that provision of clause 7.
- 7.10 The Parties must not make or cause to be made, any application to a court or the Takeovers Panel for or in relation to a determination referred to in clause 7.9.
-

8 Break Fee

Background

- 8.1 The Purchaser believes that the Transaction will provide significant benefits to the Purchaser Shareholders and acknowledges that the Company will incur significant costs in connection with pursuing the Transaction.
- 8.2 The Company has requested that provisions be made in this document for the payments set out in this clause 8, in the absence of which it would not have entered into this document.
- 8.3 The Purchaser:
- 8.3.1 believes that it is appropriate to agree to the payment which it agrees to make under this clause 8 in order to secure the Company's and the Vendors' commitment to pursue the Transaction; and
 - 8.3.2 acknowledges that the amount it has agreed to pay the Company under this clause 8 is an amount which is appropriate to compensate the Company for its reasonable external and internal costs and opportunity costs in connection with the Transaction.

Payment by the Purchaser to the Company

- 8.4 The Purchaser undertakes to pay the Company the Break Fee if prior to the End Date:
- 8.4.1 **(Company termination for breach of exclusivity by the Purchaser)** the Company terminates this document under clause 17.2.1;
 - 8.4.2 **(Company termination for Goldfields Prescribed Event)** the Company terminates this document under clause 2.11.1 or 17.2.3 where the Goldfields Prescribed Event was a corporate action of, primarily caused by, or within the control of, the Purchaser;
 - 8.4.3 **(enter into Goldfields Competing Proposal)** any member of the Purchaser Group accepts or enters into, or offers to accept or enter into any agreement,

arrangement or understanding regarding a Goldfields Competing Proposal and the Company terminates this document under clause 17.2.4;

- 8.4.4 **(Goldfields Competing Proposal completes)** any Goldfields Competing Proposal is announced, and, within 6 months of the End Date, completes substantially in accordance with its terms (or, in the case of a takeover bid, results in the bidder acquiring a relevant interest in more than 50% of the Purchaser Shares);
- 8.4.5 **(Director recommendation)** two or more of the Purchaser's directors recommend or support a Goldfields Competing Proposal (other than where an independent expert has concluded that the Transaction is "not fair" and "not reasonable") and the Company terminates this document under clause 17.2; or
- 8.4.6 **(Company termination for material breach by the Purchaser)** the Company terminates this document under clause 17.5.

- 8.5 For the avoidance of doubt, where this document is terminated in accordance with clause 17 and the event, matter or circumstance giving rise to the termination right occurs prior to the End Date, then the requirement in clause 8.4 that an event occurs prior to the End Date is met.

Demand for payment

- 8.6 If an event referred to in clause 8.4 occurs:
- 8.6.1 any demand by the Company for payment under this clause 8 must be in writing; and
 - 8.6.2 the payment under clause 8.4 must be paid within 10 Business Days of receipt of the demand referred to in 8.6.1 above, notwithstanding the termination of this document.
- 8.7 The Company acknowledges and agrees that if an amount is paid to it under clause 8, that payment constitutes its sole and exclusive remedy in respect of the matter giving rise to the payment.

9 Conduct before Completion

Conduct of Company's Business

- 9.1 The Active Vendors will use reasonable endeavours to procure that the Company Group does not and the Company will procure that each member of the Company Group will not, during the period commencing on the Execution Date and expiring on the earlier of termination of this document or Completion, except as contemplated by this document:
- 9.1.1 enter into any contract or commitment requiring it to pay more than \$100,000 or more than \$50,000 per annum for more than 2 years other than in the ordinary course of business;
 - 9.1.2 enter into any new funding arrangements or any security arrangements or increase the amount of any existing funding arrangements;

- 9.1.3 acquire any asset or authorise any capital expenditure of value that exceeds \$100,000 other than in the ordinary course of business;
- 9.1.4 dispose of, agree to dispose of, assign, agree to assign, encumber or grant any option over any of its assets or any interest in any of them;
- 9.1.5 hire or terminate the employment of or pay or agree to pay any bonus or allowance to any Employee or alter the terms of employment (including the terms of superannuation or any other benefit) of any Employee whose total remuneration package (including superannuation) exceeds \$120,000 per annum;
- 9.1.6 resolve any new programs or budgets;
- 9.1.7 cancel any existing insurance policy in the name of or for the benefit of the Company Group unless a replacement policy (on terms no less favourable to the Company Group, if available in the market) has been put in place;
- 9.1.8 repay any shareholder loans or advances (except in respect of the Related Party Loans);
- 9.1.9 vary, terminate or fail to renew any of its contracts, Authorisations or commitments;
- 9.1.10 change any accounting method, practice or principle used by it;
- 9.1.11 do or omit to do anything that may give rise to a Finsure Material Adverse Effect; or
- 9.1.12 do anything which would make the Vendor Warranties untrue as at Completion,

without the Purchaser's prior written consent (not to be unreasonably withheld or delayed) and will not:

- 9.1.13 grant or agree to grant any option to subscribe for any security in any member of the Company Group or allot or issue or agree to allot or issue any security, share or loan capital or any security convertible into any share or loan capital in any member of the Company Group (other than in accordance with the Rights Issue or the conversion of the Convertible Notes);
- 9.1.14 resolve to reduce its share capital in any way;
- 9.1.15 enter into a buy-back agreement or resolve to approve the terms of a buy-back agreement;
- 9.1.16 declare or pay any dividend or make any other distribution of its assets or profits;
- 9.1.17 alter or agree to alter its constitution other than as provided for in this document; or
- 9.1.18 make (or agree to make) any payments (whether by way of dividend, distribution, return of capital including by reduction of capital or redemption or purchase of shares, management or service fee or otherwise) by the Company Group to the Vendor or any of its related parties and associates.

Access

- 9.2 Subject to clause 9.3:
- 9.2.1 during the period commencing on the Execution Date and expiring on Completion:
- (a) the Company agrees to give the Purchaser and a reasonable number of persons authorised by the Purchaser, reasonable access during normal business hours and on reasonable notice; and
 - (b) the Active Vendors covenant in favour of the Purchaser that they will use reasonable endeavours to ensure that, the Purchaser and a reasonable number of persons authorised by the Purchaser are given reasonable access during normal business hours and on reasonable notice,
- to inspect the assets, Premises, books and records of the Company and have reasonable access to senior management of the Company; and
- 9.2.2 the Purchaser covenants in favour of the Company that, during the period commencing on the Execution Date and expiring on Completion, it will ensure that the Company and a reasonable number of persons authorised by the Company are given reasonable access during normal business hours and on reasonable notice, to inspect the assets, Premises, books and records of the Purchaser and have reasonable access to senior management of the Purchaser,
- for the purpose only of planning the integration of the Company with the Purchaser following Completion.
- 9.3 The Active Vendors and the Company are not required to give the access rights described in clause 9.2 to the extent that such access might reasonably be expected to:
- 9.3.1 put them or a Related Body Corporate in breach of any duty of confidence or any duty or obligation under the *Privacy Act 1988* (Cth) and any other legislation in any other jurisdiction affecting privacy, personal information or the collection, handling, storage, processing, use or disclosure of data;
 - 9.3.2 cause or result in them or a Related Body Corporate being in breach of any other material obligation owed to a third party (whether under an agreement or otherwise); or
 - 9.3.3 result in a loss of legal professional privilege.
- 9.4 Each Party granted access pursuant to clause 9.2:
- 9.4.1 must not direct, manage or control the conduct of business of the other at any time before Completion; and
 - 9.4.2 must ensure that any person provided with access pursuant to clause 9.2 complies with the reasonable requirements of the other Party in respect of such access.
- 9.5 The Parties must ensure that, as soon as possible after the execution of this document, their Representatives meet and use their best endeavours to determine the most

appropriate method of implementing the steps required to ensure a smooth transition of the management and operation of the Company with the Purchaser following Completion.

Conduct of Purchaser's business

- 9.6 Except to the extent set out in the Purchaser Disclosure Letter, the Purchaser covenants with the Company that, during the period commencing on the Execution Date and expiring on the earlier of termination of this document or Completion, it will not, except as contemplated by this document:
- 9.6.1 enter into any contract or commitment requiring it to pay more than \$100,000 or more than \$50,000 per annum for more than 2 years other than in the ordinary course of business;
 - 9.6.2 enter into any new funding arrangements or any security arrangements or increase the amount of any existing funding arrangements;
 - 9.6.3 acquire any asset or authorise any capital expenditure of value that exceeds \$100,000 other than in the ordinary course of business;
 - 9.6.4 dispose of, agree to dispose of, assign, agree to assign, encumber or grant any option over any of its assets or any interest in any of them;
 - 9.6.5 hire or terminate the employment of or pay or agree to pay any bonus or allowance to any employee of the Purchaser or alter the terms of employment (including the terms of superannuation or any other benefit) of any such employee whose total remuneration package (including superannuation) exceeds \$120,000 per annum;
 - 9.6.6 resolve any new programs or budgets;
 - 9.6.7 cancel any existing insurance policy in the name of or for the benefit of the Purchaser unless a replacement policy (on terms no less favourable to the Purchaser, if available in the market) has been put in place;
 - 9.6.8 repay any shareholder loans or advances;
 - 9.6.9 vary, terminate or fail to renew any of its contracts, Authorisations or commitments;
 - 9.6.10 change any accounting method, practice or principle used by it; or
 - 9.6.11 do or omit to do anything that may give rise to a Goldfields Material Adverse Effect,
- without the Company's prior written consent (not to be unreasonably withheld or delayed) and will not:
- 9.6.12 grant or agree to grant any option to subscribe for any security in the Purchaser or allot or issue or agree to allot or issue any security, share or loan capital or any security convertible into any share or loan capital in the Company (other than as a result of the exercise of Options or the vesting of Performance Rights);
 - 9.6.13 resolve to reduce its share capital in any way;
 - 9.6.14 enter into a buy-back agreement or resolve to approve the terms of a buy-back agreement;

- 9.6.15 declare or pay any dividend or make any other distribution of its assets or profits;
- 9.6.16 alter or agree to alter its constitution other than as provided for in this document; or
- 9.6.17 do anything which would make the Purchaser Warranties untrue as at Completion.

Event affecting value

- 9.7 If, before Completion, an event occurs which has or may have a material adverse effect on the profitability of the Company or value of Company Shares, the Active Vendors must, promptly upon becoming aware of that event, give written notice to the Purchaser fully describing the event (to the extent of their awareness).
- 9.8 If, before Completion, an event occurs which has or may have a material adverse effect on the profitability of the Purchaser or value of Purchaser Shares, the Purchaser must, promptly upon becoming aware of that event, give written notice to the Company fully describing the event (to the extent of its awareness).

CN Shares

- 9.9 Up to and including Completion, and at the request of the Purchaser:
 - 9.9.1 the Company must use reasonable endeavours to procure that the Convertible Notes are converted rather than redeemed (including, without limitation, holding a meeting of Convertible Noteholders to approve any matters ancillary to or necessary to effect the conversion) and that, immediately following that conversion, there are less than 50 shareholders in the Company; and
 - 9.9.2 1800Homeloans must promptly take all actions and execute all documents necessary, in the opinion of the Purchaser (reasonably held), to complete the sale of all of the CN Shares in accordance with clause 12 of the Shareholders Agreement, including:
 - (a) by issuing to the board of the Company an Exit Notice as contemplated by clause 12.1(b) of the Shareholders Agreement (if it has not already done so prior to the date of this document); and
 - (b) by procuring that its directors take any action they are authorised to undertake as agent or attorney of any holder of CN Shares from time to time, pursuant to clause 12.1(c) of the Shareholders Agreement, to facilitate such sale,
- in each case as reasonably requested by the Purchaser.
- 9.10 Prior to Completion, the Company agrees to issue to each holder of Convertible Notes an Advance Notice of Exit Event.

Third Party Consents

- 9.11 As soon as practicable after the Execution Date, the Company and the Purchaser must use all reasonable endeavours to obtain consents of the counterparties (each a **Counterparty**) on or prior to Completion to any material contract that contains a restriction or provision that may give the Counterparty:

- 9.11.1 a right to terminate the contract;
 - 9.11.2 a right to make a claim for damages for breach of contract; or
 - 9.11.3 a right to accelerate any obligations of the relevant Company Group member which is party to the material contract, under the contract,
- on implementation of the transactions contemplated by this document (**Third Party Consents**).
- 9.12 Without limiting the generality of clause 9.11, the Company and the Purchaser must:
- 9.12.1 agree the form of any documentation required to give effect to any Third Party Consents;
 - 9.12.2 consult with, and provide all relevant information to, each other concerning any approach to the relevant Counterparties in respect of the Third Party Consents;
 - 9.12.3 notify each other of any material developments in relation to the correspondence with the Counterparties;
 - 9.12.4 allow each other and/or its representatives the opportunity to be present at any meeting or telephone discussions with the Counterparties to the extent that such meetings or telephone discussions relate to the requests for the Third Party Consent(s) from those Counterparties; and
 - 9.12.5 immediately advise each other when any of the Third Party Consents have been obtained and promptly provide to each other with a copy of each such consent upon receipt of the same.
- 9.13 For the avoidance of doubt, a failure to obtain the relevant Third Party Consent on or prior to Completion will not:
- 9.13.1 affect Completion under this document; and
 - 9.13.2 result in a breach of this document provided that the relevant party has complied with its obligations in clauses 9.11 to 9.13 (inclusive).

Release of Personal Guarantees

- 9.14 The Purchaser must use reasonable endeavours to obtain, before Completion, the full release of each guarantor from the Personal Guarantees given by them. If requested by the beneficiary of any Personal Guarantee, the Purchaser must provide a substitute guarantee, indemnity, charge, undertaking or other commitment in favour of the beneficiary, on terms no less favourable than the relevant Personal Guarantee (or as may be otherwise agreed with the beneficiary).

10 Completion

Time and location of Completion

- 10.1 Completion shall take place at 10:00am (WST) on the Completion Date at the offices of the Purchaser in Perth, Western Australia or at such other offices as the Parties may otherwise agree and at such time as shall be agreed by the Parties.

The Vendors' obligations at Completion

- 10.2 At Completion, the Vendors must confer on the Purchaser title to the Vendor Shares and place the Purchaser in effective possession and control of the Company.
- 10.3 At or prior to Completion:
- 10.3.1 the Vendors covenant to, deliver or cause to be delivered to the Purchaser in a form and substance satisfactory to the Purchaser:
- (a) separate instruments of transfer in registrable form for the Vendor Shares in favour of the Purchaser (as transferee) which have been duly executed by the respective Vendors (as transferors);
 - (b) the original share certificates in respect of the Vendor Shares; and
 - (c) a duly completed authority for the alteration of the signatories of each bank account of the Company in the manner required by the Purchaser by written notice before the Completion Date (namely, to add the Purchaser's nominated directors as additional account signatories); and
- 10.3.2 procure that a directors' meeting of the Company is held to attend to the following matters (as applicable):
- (a) the approval of the registration (subject to payment of duty, if applicable) of the transfers of the Vendor Shares and the issue of new share certificate for the Vendor Shares in the name of the Purchaser; and
 - (b) the alteration of all existing authorities to operate bank accounts of the Company (in the manner specified in clause 10.3.1(c).
- 10.4 At or as soon as practicable after Completion the Vendors covenant to deliver or cause to be delivered to the Purchaser:
- 10.4.1 details of the current corporate key issued by the Australian Securities and Investments Commission for the Company;
- 10.4.2 the minute books and other records of meetings or resolutions of members and directors of the Company;
- 10.4.3 all registers of the Company (including the register of members, register of options, register of directors, register of charges) in proper order and condition and fully entered up to the Completion Date;
- 10.4.4 all cheque books, financial and accounting books and records, copies of Tax returns and assessments, mortgages, leases, agreements, insurance policies, title documents, licences, indicia of title, contracts, passwords to computers, certificates and all other records, papers, books and documents of the Company; and
- 10.4.5 2 duplicate set of keys to all Premises and any other information (such as access codes) to allow the Purchaser access to the Premises,
- which covenant shall be taken to have been fully discharged by the Vendors procuring that such items are left at the offices or place of business of the Company Group.

Escrowed Vendors

- 10.5 At Completion but subject to the Purchaser's compliance with clause 4.1, each Escrowed Vendor agrees to deliver the Purchaser and the Purchaser agrees to deliver to the Escrowed Vendors, a signed Voluntary Escrow Deed in respect of that Escrowed Vendor's Consideration Shares.

The Purchaser's obligations at Completion

- 10.6 At Completion, the Purchaser must:
- 10.6.1 allot and issue the Consideration Shares to the Vendors and any Dragged Vendor or their respective nominee(s) in accordance with clause 4.1;
 - 10.6.2 deliver to the Vendors and any Dragged Vendor a certified copy of an irrevocable direction by the Purchaser to its share registrar directing the share registrar to enter the Vendors and any Dragged Vendor in the Purchaser's register of members as the holder of the relevant number of Consideration Shares; and
 - 10.6.3 deliver to each Vendor and any Dragged Vendor a holding statement in respect of its Consideration Shares received under clause 10.6.2 above, confirming that the Vendors and any Dragged Vendor are the registered holder of those Consideration Shares.

Conditions of Completion

- 10.7 Completion is conditional on both the Purchaser and the Vendors complying with all of their obligations under clause 10 (other than clause 10.4).
- 10.8 If a Party (**Defaulting Party**) fails to satisfy its obligations under this clause 10 on the day and at the place and time for Completion then the other Party or Parties (**Notifying Party**) may give the Defaulting Party a notice requiring the Defaulting Party to satisfy those obligations within a period of 5 Business Days from the date of the notice and declaring time to be of the essence.
- 10.9 If the Defaulting Party fails to satisfy those obligations within those 5 Business Days, the Notifying Party may, without limitation to any other rights it may have, terminate this document by giving written notice to the Defaulting Party.

Completion simultaneous

- 10.10 Subject to clause 10.12, the actions to take place under this clause 10 are interdependent and must take place, as nearly as possible, simultaneously.
- 10.11 If one action does not take place, then without prejudice to any rights available to any Party as a consequence:
- 10.11.1 there is no obligation on any Party to undertake or perform any of the other actions;
 - 10.11.2 to the extent that such actions have already been undertaken, the Parties must do everything reasonably required to reverse those actions; and
 - 10.11.3 each Party must return to the other all documents delivered to it under this clause 10, and must each repay to the other all payments received by it under this clause 10, without prejudice to any other rights any Party may have in respect of that failure.

- 10.12 The Purchaser may, in its sole discretion, waive any or all of the actions that the Vendors are required to perform under clauses 10.2 to 10.4 (inclusive).
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11 Post Completion

Personal Guarantee indemnity and maintenance of Existing D&O Cover

- 11.1 After Completion, the Purchaser must continue to use reasonable endeavours to obtain the full release of the guarantors from the Personal Guarantees given by them to the extent such releases have not been obtained prior to Completion pursuant to clause 9.14.
- 11.2 Subject to Completion, the Purchaser must indemnify such guarantors against and pay on demand the amount of any Loss suffered by the guarantors in connection with a Personal Guarantee given by them.
- 11.3 The Purchaser acknowledges and agrees that clause 11.2 is for the benefit of the guarantors of the Personal Guarantees and is held on trust for them by the Vendors.
- 11.4 The Purchaser must procure that each member of the Company Group takes all steps required to maintain the Existing D&O Cover (for a period of no less than 7 years from the Completion Date) or maintain insurance cover in respect of the officers of each Group Company as at the date of this document on no less favourable terms (taken as a whole) than the terms of the Existing D&O Cover, including making all payments required.
- 11.5 The Purchaser acknowledges and agrees that clause 11.4 is for the benefit of the officers of each member of the Company Group as at the date of this document and is held on trust for them by the Vendors.

Release of directors and officers

- 11.6 The Purchaser must ensure that no member of the Company Group makes any Claim against any of the former directors or officers of any of the members of the Company Group (each an **Released Person**) in respect of any act or omission by any Released Person before Completion, other than in respect of any wilful misconduct or dishonesty by that Released Person. The Purchaser acknowledges that this clause is for the benefit of the Released Persons and is held on trust for them by the Vendors.

Participation in the Goldfields Money Incentive Plan

- 11.7 As soon as is practicable following Completion, the Purchaser agrees to invite specified Finsure executives (as specified in the Information Schedule) to participate in the Goldfields Money Incentive Plan.
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12 Representations and warranties by the Vendors

Vendor Warranties

- 12.1 Subject to the other provisions of this clause 12 and the qualifications and limitations in clause 13, each Vendor gives the Vendor Warranties in favour of the Purchaser as provided for in clauses 12.2 and 12.3, on the Execution Date and on the date of

Completion (except for any Vendor Warranty stated to be given as at a different date or time, in which case such Vendor Warranty is given on that date and time).

Scope of Vendor Warranties

- 12.2 Each Vendor severally (and not jointly) gives each of the Vendor Specific Warranties in respect of itself.
- 12.3 Each Active Vendor severally (and not jointly) gives each of the Active Vendor Warranties.

Independent warranties

- 12.4 Each of the Vendor Warranties is to be construed independently of the others and is not limited by reference to any other Vendor Warranty.

No reliance other than on Vendor Warranties

- 12.5 The Vendors acknowledge that the Purchaser has entered into this document and will complete this document in reliance on the Vendor Warranties.
- 12.6 The Purchaser acknowledges, and also represents and warrants, that the discussions about the sale and purchase of the Sale Shares and the provision of information relating to the Company and the Business were made by the Vendors and accepted by the Purchaser, and this document is entered into, on the basis and condition that, except for the Vendor Warranties:
 - 12.6.1 none of the Vendors has made or makes any express or implied representation or warranty at all;
 - 12.6.2 none of the Vendors has made or makes, and no person has relied on, any express or implied representation as to:
 - (a) the accuracy, completeness or otherwise of anything set out in a recital, schedule, exhibit or annexure to this document;
 - (b) the physical condition or suitability for any particular purpose or functionality or lack of defects of any assets owned or used by the Company Group;
 - (c) markets or supplies;
 - (d) future matters, including future costs, revenues or profits; or
 - (e) the accuracy, completeness or reasonableness of any projection, forecast or forward looking information, or of any assumptions on which they are based;
 - 12.6.3 subject to clause 5.2.2, none of the Vendors accepts any duty of care for the provision of any information to the Purchaser or to any other person;
 - 12.6.4 none of the Vendors is under any liability to the Purchaser or to any other person if, for whatever reason, any information is or becomes inaccurate, incomplete or misleading in any way;
 - 12.6.5 the Purchaser does not rely on any Vendor or upon the Vendors to provide accurate or complete information or information that is not misleading;
 - 12.6.6 in the absence of fraud (and then against the fraudulent person only), the Purchaser does not have any right or remedy against the Vendors in relation

to information, and cannot bring a Claim relating to information, except as expressly set out in this document; and

- 12.6.7 without limiting the foregoing, no statements, representations, warranties or promises have induced or influenced the Purchaser to enter into this document or agree to any or all of its terms, been relied on in any way as being accurate, been warranted as being true or been taken into account as being important to their decision to enter into this document or agree to any of its terms.
- 12.7 Subject to clauses 5.2.2, the Parties acknowledge that the Vendors are not under any obligation to provide the Purchaser or its advisers with any information (including financial information) on the future performance or prospects of the Company Group. If the Purchaser has received forward looking statements, estimates, projections, business plans, budget information or forecasts in connection with the Company Group, the Purchaser acknowledges and agrees that:
- 12.7.1 there are uncertainties inherent in attempting to make such forward looking statements, estimates, projections, business plans, budgets and forecasts and the Purchaser is familiar with these uncertainties;
- 12.7.2 the Purchaser is taking full responsibility for making its own evaluation of the adequacy and accuracy of all such forward looking statements, estimates, projections, business plans, budgets and forecasts furnished to it; and
- 12.7.3 the Vendors are not liable under any Claims arising out of or relating to such forward looking statements, estimates, projections, business plans, budgets and forecasts in connection with the Company Group.

Notification of Vendor Warranty breaches

- 12.8 A Vendor must promptly notify the Purchaser if at any time after the Execution Date up until Completion that Vendor becomes aware that:
- 12.8.1 a Vendor Warranty has ceased to be true; or
- 12.8.2 an act or event has occurred that would reasonably be expected to result in a Vendor Warranty not being true when it is to be repeated at Completion,
- and must also provide the Purchaser with details of that fact.

References to Company Group in the Vendor Warranties

- 12.9 Notwithstanding any other provision in this document, any reference to Company Group in the Vendor Warranties will be taken to exclude NHL and its Subsidiaries following the acquisition by the Company of NHL pursuant to the NHL Share Sale Agreement.

13 Qualifications and limitations on Claims against the Vendors

Liability of the Vendors

- 13.1 Notwithstanding any other provision of this document, the respective proportional contribution of the Vendors for any liability to the Purchaser in respect of any Claims

made under or in connection with this document (including without limitation under an indemnity), is limited as follows:

- 13.1.1 in respect of any Claim for breach of an Active Vendor Warranty:
- (a) only the Active Vendors are liable for any such Claim (and not any Passive Vendor);
 - (b) each Active Vendor is liable severally and not jointly with the other Active Vendors for any such Claim;
 - (c) all liability of the Active Vendors in respect of any such is separately borne by the Active Vendors in their Active Vendor Respective Proportions;
 - (d) all such Claims made by the Purchaser against any Active Vendors must be made in their Active Vendor Respective Proportions; and
 - (e) the maximum aggregate liability of any Active Vendor for all such Claims is limited to \$10,000,000.
- 13.1.2 in respect of any Claim for breach of a Vendor Specific Warranty:
- (a) only the Vendor that is in breach is liable for any such Claim (and not any other Vendor);
 - (b) all such Claims made by the Purchaser in respect of that breach must be made against the Vendor that is in breach; and
 - (c) the maximum aggregate liability of that Vendor for all such Claims is limited to the number of Consideration Shares issued to that Vendor multiplied by \$1.50,
- and for the avoidance of doubt, no Vendor will be liable to the Purchaser in respect of any Claim in excess of any amount for which it is liable under this clause 13.1.2; and
- 13.1.3 in respect of all other Claims under or in connection with this document or the transactions contemplated by it:
- (a) each Vendor is liable severally and not jointly with other Vendors;
 - (b) all liability of the Vendors in respect of any Claim made must be separately borne by the Vendors in their Respective Proportions; and
 - (c) all Claims made by the Purchaser against any Vendor must be made in their Respective Proportions; and
 - (d) the maximum aggregate liability of each Vendor for all such Claims is limited to the number of Consideration Shares issued to that Vendor multiplied by \$1.50.
- 13.2 Notwithstanding any other provision of this document, the maximum aggregate liability of a Vendor for all Claims under or in connection with this document is equal to the number of Consideration Shares issued to that Vendor multiplied by \$1.50.

Limitation periods

- 13.3 The Purchaser must not make any Claim under or in connection with this document or the transactions contemplated by it, and the liability of the Vendors for such a Claim is absolutely barred, unless:
- 13.3.1 the Purchaser gives the Vendors notice of the Claim setting out the fact, matter or circumstance which gives rise to the Claim, the nature of the Claim, the amount claimed and how the amount is calculated:
- (a) as soon as reasonably practicable after the Purchaser has become aware of the facts giving rise to the Claim; and
 - (b) within 5 years after Completion in respect of a Claim for breach of the Company Tax Warranties, or within 18 months after Completion in respect of all other Claims; and
- 13.3.2 legal proceedings for the Claim have been properly issued and validly served on the Vendors within 12 months after the later of:
- (a) the date of receipt of that notice; and
 - (b) in the case of a Claim which was contingent at the point at which it was notified as contemplated by clause 13.13, the date on which it ceases to be contingent.
- 13.4 To the fullest extent permitted by law, every condition, guarantee, warranty, term, provision, representation or undertaking (whether express, implied, written, oral, collateral, statutory or otherwise) except the Vendor Warranties is excluded.
- 13.5 To the extent permitted by law, the Purchaser:
- 13.5.1 agrees not to make, and releases any right it may have to make, against the Vendors any Claim based on Part 7.10 (including section 1041H) of the Corporations Act, Part 2 Division 2 (including sections 12DA and 12DB) of the *Australian Securities and Investments Commission Act 2001* (Cth), the Australian Consumer Law (including sections 4, 18 and 29 of Schedule 2 to the *Competition and Consumer Act 2010* (Cth)) or on any corresponding provision of any State or Territory legislation, or on a similar provision under any other law, for any act or omission concerning any member of the Company Group or the Business or for any statement or representation about any of those things which is not expressly contained in this document; and
- 13.5.2 agrees with the Vendors not to make any such Claim against a Vendor Group Member.

Warranty limitations not to apply in certain circumstances

- 13.6 Clause 13.3 does not apply in respect of a Vendor to the extent that there has been fraud or wilful concealment on the part of that Vendor.

Disclosures

- 13.7 No Vendor Warranty is breached by reason of, and the Vendors are not liable to the Purchaser or any other person in respect of any fact, matter or circumstance:
- 13.7.1 fairly disclosed in:

- (a) the Disclosure Materials;
- (b) any publicly available information of which the Purchaser would have been aware had it conducted searches of records open for public inspection of:
 - (i) the Australian Securities and Investments Commission (where the searches were conducted on 10 January 2018);
 - (ii) IP Australia (where the searches were conducted on 11 January 2018);
 - (iii) the PPS Register (where the searches were conducted on 10 January 2018); and
 - (iv) any superior court registry maintained in Australia (where the searches were conducted on 15 December 2017); or

13.7.2 of which the Purchaser was actually aware before the date of this document.

13.8 The Vendor Warranties are qualified by each such fact, matter and circumstance.

Limitations

13.9 No Vendor Warranty is breached by reason of, and the Vendors are not liable to the Purchaser or any other person for breach of any Vendor Warranty and the Vendors are not liable to the Purchaser for any other Claim under or in connection with this document in respect of, any fact, matter or circumstance:

- 13.9.1 which arises from any change after the date of this document in any law or in its interpretation or in any administrative practice or ruling of a Government Agency (even if the change has retrospective effect);
- 13.9.2 which is already provided for in the Audited Accounts;
- 13.9.3 to the extent that it arises from a change in accounting policies or procedures from those used by any member of the Company Group before Completion or it arises from application of accounting policies inconsistently with their application before Completion; or
- 13.9.4 to the extent that it is caused by, or contributed to by, any act, omission, transaction or arrangement:
 - (a) of or by or on behalf of the Purchaser (including after Completion, each member of the Company Group);
 - (b) of or by or on behalf of the Purchaser, or any other person, at the request of or with the consent of the Purchaser; or
 - (c) implementing, or permitted by, the terms of this document or of any other agreement, transaction or arrangement contemplated by it.

Loss otherwise compensated for

13.10 The Purchaser may only recover once for the same Loss, and the Vendors are not liable to the Purchaser or any other person for Loss to the extent:

- 13.10.1 that the same Loss has been recovered in another Claim or the subject of the Claim is made good or is compensated for without cost to the Purchaser;

- 13.10.2 of an amount equal to any reduction in present or future Tax, Tax rebate or Tax credit received or receivable by the Purchaser in respect of the amount or matter the subject of the relevant Claim;
- 13.10.3 that there are any corresponding savings by, or net benefit to, the Purchaser; or
- 13.10.4 that the Purchaser actually recovers an amount from a person other than the Vendors (for example, issuing a demand, making an insurance claim, suing for tort or claiming under an indemnity).

Repayments to the Vendors

- 13.11 If a Vendor pays the Purchaser an amount in respect of a Claim for a breach of Vendor Warranty or otherwise under or in connection with this document and the Purchaser (or, after Completion, a member of the Company Group) later receives from some other person any sum or anything (money, credit or benefit) in respect of any matter giving rise to that Claim or mitigates its loss, then, as soon as reasonably practicable, the Purchaser must repay to that Vendor the lesser of:
 - 13.11.1 the amount paid by the Vendor for the relevant Claim; and
 - 13.11.2 the sum received or an amount equal to the value of the thing received or equal to the value of the benefit of that mitigation, less all reasonable costs incurred in obtaining the amount, thing or benefit.

No claims for Consequential Loss

- 13.12 To the full extent permitted by law, the Vendors are not liable (whether in negligence or otherwise) to the Purchaser for any Loss or Claim to the extent that it is for Consequential Loss in connection with any right or remedy conferred on the Purchaser by law, or any liability of the Vendors to the Purchaser as a result of, or in connection with this document.

Contingent liabilities

- 13.13 The Vendors are not liable under this document in respect of any Loss which is contingent unless and until such contingent Loss becomes an actual Loss or liability. To avoid doubt, this does not prevent the Purchaser from giving notice of any Claim arising under this document in respect of any such contingent liability.

Mitigation of Loss

- 13.14 The Purchaser must:
 - 13.14.1 take all reasonable actions to mitigate any Loss that may give rise to a Claim by the Purchaser against the Vendors under or in connection with this document; and
 - 13.14.2 not omit to take any reasonable action that would mitigate any loss that may give rise to such a Claim.
- 13.15 If the Purchaser does not comply with clause 13.14 and compliance with clause 13.14 would have mitigated part or all of the Loss, the Vendors will not be liable for the amount by which the Loss would have been reduced.

Reduction of Consideration

- 13.16 Any monetary compensation received by the Purchaser as a result of any breach by any Vendor of a Vendor Warranty or as a result of any Claims under any guarantee or indemnity granted in favour of the Purchaser under this document is, at the sole and absolute election of the Purchaser, to be in reduction and refund of the Consideration or is to be compensation for loss and damage.

Tax effect of Claims

- 13.17 If a party (**Payor**) is liable to pay an amount to another party (**Recipient**) in respect of a Claim and that payment is treated as income under the Tax Law such that the payment increases the income tax payable by the Recipient, or the Head Company of any consolidated group of which the Recipient is a member (collectively the **Recipient Group**) under the Tax Law, then the payment must be grossed-up by such amount as is necessary to ensure that the net amount retained by the Recipient Group after deduction of Tax or payment of the increased income tax equals the amount the Recipient Group would have retained had the Tax or increased income tax not been payable.

Thresholds

- 13.18 The Purchaser must not make any Claim under or in connection with this document or the transactions contemplated by it:
- 13.18.1 unless the amount of the Loss suffered or incurred by the Purchaser in respect of that Claim (when aggregated with any other Claims arising out of the same or substantively similar underlying facts or circumstances) is more than \$300,000; and
 - 13.18.2 unless, either alone or together with the amount finally agreed or adjudicated to be payable with respect to other Claims that satisfy clause 13.18.1, the amount of the Loss exceeds \$1,000,000, and then the Purchaser may Claim for the entire amount.

14 Third Party Claims

Notification

- 14.1 The Purchaser must promptly notify the Vendors giving the Vendors full details as soon as the Purchaser becomes aware of a Third Party Claim after Completion.

Purchaser to consult with Vendors in respect of Third Party Claims

- 14.2 The Purchaser must:
- 14.2.1 diligently pursue the Third Party Claim;
 - 14.2.2 afford the Vendors' Representative the opportunity to consult with the Purchaser on all matters relating to the Third Party Claim; and
 - 14.2.3 at reasonable and regulator intervals, provide the Vendors' Representative with written reports concerning the conduct, negotiation, control, defence and/or outcome or settlement of the Third Party Claim.

- 14.2.4 not admit liability or compromise, settle or agree the Third Party Claim without the Vendors' Representative's prior written consent (not to be unreasonably withheld or delayed); and
- 14.2.5 at the request of the Vendors' Representative, give reasonable information and access to personnel, Premises, goods, documents and records to the Vendors' Representative and to its professional advisers to defend or assist in defending the Third Party Claim.

No liability

- 14.3 The Vendors are not liable for any Claim for breach of any Vendor Warranty:
 - 14.3.1 for any amount arising from a Third Party Claim until the Purchaser has become finally liable to pay the amount for the Third Party Claim; or
 - 14.3.2 to the extent that the Claim relates to a Third Party Claim for which the Purchaser has admitted liability in whole or in part, without the prior written consent of the Vendors' Representative, which must not unreasonably withhold or delay their consent.
 - 14.4 Nothing in this clause 14 prejudices rights to defend or resist any Claim for breach of this document (including breach of any Vendor Warranty).
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15 Warranties by the Purchaser

Purchaser Warranties

- 15.1 Subject to the other provisions of this clause 15 and the qualifications and limitations in clause 16, the Purchaser gives the Purchaser Warranties in favour of the Vendors on the Execution Date and on the date of Completion (except for any Purchaser Warranty stated to be given as at a different date or time, in which case such Purchaser Warranty is given on that date and time).

Independent warranties

- 15.2 Each of the Purchaser Warranties is to be construed independently of the others and is not limited by reference to any other Purchaser Warranty.

No reliance other than on Purchaser Warranties

- 15.3 The Purchaser acknowledges that the Vendors have entered into this document and will complete this document in reliance on the Purchaser Warranties.
- 15.4 The Vendors acknowledge, and also represent and warrant, that the discussions about the sale and purchase of the Sale Shares and the provision of information relating to the Purchaser Group and the Purchaser Business were made by the Purchaser and accepted by the Vendors, and this document is entered into, on the basis and condition that, except for the Purchaser Warranties:
 - 15.4.1 the Purchaser has not made and does not make any express or implied representation or warranty at all;
 - 15.4.2 the Purchaser has not made and does not make, and no person has relied on, any express or implied representation as to:

- (a) the accuracy, completeness or otherwise of anything set out in a recital, schedule, exhibit or annexure to this document;
 - (b) the physical condition or suitability for any particular purpose or functionality or lack of defects of any assets owned or used by the Purchaser Group;
 - (c) markets or supplies;
 - (d) future matters, including future costs, revenues or profits; or
 - (e) the accuracy, completeness or reasonableness of any projection, forecast or forward looking information, or of any assumptions on which they are based;
 - 15.4.3 the Purchaser does not accept any duty of care for the provision of any information to any Vendor or the Company or to any other person;
 - 15.4.4 the Purchaser is not under any liability to any Vendor or the Company or to any other person if, for whatever reason, any information is or becomes inaccurate, incomplete or misleading in any way;
 - 15.4.5 no Vendor or the Company relies on the Purchaser to provide accurate or complete information or information that is not misleading;
 - 15.4.6 in the absence of fraud (and then against the fraudulent person only), no Vendor or the Company has any right or remedy against the Purchaser in relation to information, and cannot bring a Claim relating to information, except as expressly set out in this document; and
 - 15.4.7 without limiting the foregoing, no statements, representations, warranties or promises have induced or influenced any Vendor or the Company to enter into this document or agree to any or all of its terms, been relied on in any way as being accurate, been warranted as being true or been taken into account as being important to their decision to enter into this document or agree to any of its terms.
- 15.5 Subject to clause 5.7.6, the Parties acknowledge that the Purchaser is not under any obligation to provide the Vendors or the Company or their advisers with any information (including financial information) on the future performance or prospects of the Purchaser. If a Vendor or the Company has received forward looking statements, estimates, projections, business plans, budget information or forecasts in connection with the Purchaser, the Vendors and the Company acknowledge and agree that:
- 15.5.1 there are uncertainties inherent in attempting to make such forward looking statements, estimates, projections, business plans, budgets and forecasts and the Vendors and the Company are familiar with these uncertainties;
 - 15.5.2 the Vendors and the Company are taking full responsibility for making their own evaluation of the adequacy and accuracy of all such forward looking statements, estimates, projections, business plans, budgets and forecasts furnished to it; and
 - 15.5.3 the Purchaser is not liable under any Claims arising out of or relating to such forward looking statements, estimates, projections, business plans, budgets and forecasts in connection with the Purchaser.

Notification of Purchaser Warranty breaches

- 15.6 The Purchaser must promptly notify the Vendors' Representative if at any time after the Execution Date the Purchaser becomes aware that:
- 15.6.1 a Purchaser Warranty has ceased to be true; or
 - 15.6.2 an act or event has occurred that would reasonably be expected to result in a Purchaser Warranty not being true when it is to be repeated at Completion,
- and must also provide the Vendors' Representative with details of that fact.
-

16 Qualifications and limitations on Claims against the Purchaser

Limitation periods

- 16.1 The Vendors must not make any Claim under or in connection with this document or the transactions contemplated by it, and the liability of the Purchaser for such a Claim is absolutely barred, unless:
- 16.1.1 the Vendors give the Purchaser notice of the Claim setting out the fact, matter or circumstance which gives rise to the Claim, the nature of the Claim, the amount claimed and how the amount is calculated:
 - (a) as soon as reasonably practicable after a Vendor has become aware of the facts giving rise to the Claim; and
 - (b) within 5 years after Completion in respect of a Claim for breach of the Purchaser Tax Warranties, or within 18 months after Completion in respect of all other Claims; and
 - 16.1.2 legal proceedings for the Claim have been properly issued and validly served on the Purchaser within 12 months after the later of:
 - (a) the date of receipt of that notice; and
 - (b) in the case of a Claim which was contingent at the point at which it was notified as contemplated by clause 16.11, the date on which it ceases to be contingent.
- 16.2 To the fullest extent permitted by law, every condition, guarantee, warranty, term, provision, representation or undertaking (whether express, implied, written, oral, collateral, statutory or otherwise) except the Purchaser Warranties is excluded.
- 16.3 To the extent permitted by law, the Vendors:
- 16.3.1 agree not to make, and release any right they (or any one of them) may have to make, against the Purchaser any Claim based on Part 7.10 (including section 1041H) of the Corporations Act, Part 2 Division 2 (including sections 12DA and 12DB) of the *Australian Securities and Investments Commission Act 2001* (Cth), the Australian Consumer Law (including sections 4, 18 and 29 of Schedule 2 to the *Competition and Consumer Act 2010* (Cth)) or on any corresponding provision of any State or Territory legislation, or on a similar provision under any other law, for any act or omission concerning any member of the Purchaser Group or for any statement or representation about any of those things which is not expressly contained in this document; and

- 16.3.2 agrees with the Purchaser not to make any such Claim against a member of the Purchaser Group.

Warranty limitations not to apply in certain circumstances

- 16.4 Clause 16.1 does not apply in respect of the Purchaser to the extent that there has been fraud or wilful concealment on the part of the Purchaser.

Disclosures

- 16.5 No Purchaser Warranty is breached by reason of, and the Purchaser is not liable to any Vendor or any other person in respect of any fact, matter or circumstance:

- 16.5.1 fairly disclosed in:

- (a) the Purchaser Disclosure Materials;
- (b) any publicly available information of which the Vendors or the Company would have been aware had they conducted searches of records open for public inspection of:
 - (i) the Australian Securities Exchange on 8 January 2018;
 - (ii) the Australian Securities and Investments Commission (where the searches were conducted on 8 January 2018);
 - (iii) IP Australia (where the searches were conducted on 8 January 2018);
 - (iv) the PPS Register (where the searches were conducted on 8 January 2018); and
 - (v) any superior court registry maintained in Australia (where the searches were conducted on 8 January 2018); or

- 16.5.2 of which the Vendors or the Company were actually aware before the date of this document.

- 16.6 The Purchaser Warranties are qualified by each such fact, matter and circumstance.

Limitations

- 16.7 No Purchaser Warranty is breached by reason of, and the Purchaser is not liable to any Vendor or any other person for breach of any Purchaser Warranty and the Purchaser is not liable to the Vendors for any other Claim under or in connection with this document in respect of, any fact, matter or circumstance:

- 16.7.1 which arises from any change after the date of this document in any law or in its interpretation or in any administrative practice or ruling of a Government Agency (even if the change has retrospective effect);
- 16.7.2 which is already provided for in the Audited Accounts;
- 16.7.3 to the extent that it arises from a change in accounting policies or procedures from those used by any member of the Purchaser Group before Completion or it arises from application of accounting policies inconsistently with their application before Completion; or
- 16.7.4 to the extent that it is caused by, or contributed to by, any act, omission, transaction or arrangement:

- (a) of or by or on behalf of the Company Group or a Vendor Group Member;
- (b) of or by or on behalf of a Vendor Group Member or the Company Group, or any other person, at the request of or with the consent of a Vendor Group Member or the Company Group; or
- (c) implementing, or permitted by, the terms of this document or of any other agreement, transaction or arrangement contemplated by it.

Loss otherwise compensated for

- 16.8 The Vendors (taken as a whole) may only recover once for the same Loss, and the Purchaser is not liable to any Vendor or any other person for Loss to the extent:
- 16.8.1 that the same Loss has been recovered in another Claim or the subject of the Claim is made good or is compensated for without cost to that Vendor;
 - 16.8.2 of an amount equal to any reduction in present or future Tax, Tax rebate or Tax credit received or receivable by that Vendor in respect of the amount or matter the subject of the relevant Claim;
 - 16.8.3 that there are any corresponding savings by, or net benefit to, that Vendor; or
 - 16.8.4 that the Vendor Group Member actually recovers an amount from a person other than the Purchaser (for example, issuing a demand, making an insurance claim, suing for tort or claiming under an indemnity).

Repayments to the Purchaser

- 16.9 If any member of the Purchaser Group pays a Vendor an amount in respect of a Claim for a breach of Purchaser Warranty or otherwise under or in connection with this document and that Vendor later receives from some other person any sum or anything (money, credit or benefit) in respect of any matter giving rise to that Claim or mitigates its loss, then, as soon as reasonably practicable, that Vendor must repay to the Purchaser the lesser of:
- 16.9.1 the amount paid by the Purchaser for the relevant Claim; and
 - 16.9.2 the sum received or an amount equal to the value of the thing received or equal to the value of the benefit of that mitigation, less all reasonable costs incurred in obtaining the amount, thing or benefit.

No claims for Consequential Loss

- 16.10 To the full extent permitted by law, the Purchaser Group is not liable (whether in negligence or otherwise) to the Vendors (or any one or more of them) for any Loss or Claim to the extent that it is for Consequential Loss in connection with any right or remedy conferred on the Purchaser Group by law, or any liability of any member of the Purchaser Group to a Vendors as a result of, or in connection with this document.

Contingent liabilities

- 16.11 The Purchaser is not liable under this document in respect of any Loss which is contingent unless and until such contingent Loss becomes an actual Loss or liability. To avoid doubt, this does not prevent the Vendors from giving notice of any Claim arising under this document in respect of any such contingent liability.

Mitigation of Loss

- 16.12 The Vendors (and each of them) must:
- 16.12.1 take all reasonable actions to mitigate any Loss that may give rise to a Claim by the Vendors (or any one or more of them) against the Purchaser under or in connection with this document; and
 - 16.12.2 not omit to take any reasonable action that would mitigate any loss that may give rise to such a Claim.
- 16.13 If the Vendors (or any one or more of them) do not comply with clause 16.12 and compliance with clause 16.12 would have mitigated part or all of the Loss, the Purchaser will not be liable for the amount by which the Loss would have been reduced.

Compensation for loss and damage

- 16.14 Any monetary compensation received by a Vendor as a result of any breach by the Purchaser of a Purchaser Warranty or as a result of any Claims under any guarantee or indemnity granted in favour of any Vendor under this document is, at the sole and absolute election of the Vendors' Representative, to be compensation for loss and damage.

Tax effect of Claims

- 16.15 If a party (**Payor**) is liable to pay an amount to another party (**Recipient**) in respect of a Claim and that payment is treated as income under the Tax Law such that the payment increases the income tax payable by the Recipient, or the Head Company of any consolidated group of which the Recipient is a member (collectively the **Recipient Group**) under the Tax Law, then the payment must be grossed-up by such amount as is necessary to ensure that the net amount retained by the Recipient Group after deduction of Tax or payment of the increased income tax equals the amount the Recipient Group would have retained had the Tax or increased income tax not been payable.

Cap on liability

- 16.16 The maximum aggregate liability of the Purchaser for all Claims made or brought by any Vendor under or in connection with this document or the transactions contemplated by it, shall not exceed \$5,000,000.

Thresholds

- 16.17 No Vendor may make any Claim under or in connection with this document or the transactions contemplated by it:
- 16.17.1 unless the amount of the Loss suffered or incurred by that Vendor in respect of that Claim (when aggregated with any other Claims arising out of the same or substantively similar underlying facts or circumstances) is more than \$300,000; and
 - 16.17.2 unless, either alone or together with the amount finally agreed or adjudicated to be payable with respect to other Claims that satisfy clause 16.17.1, the amount of the Loss exceeds \$1,000,000, and then the Vendor may Claim for the entire amount and not.

17 Termination

Termination by the Purchaser

- 17.1 The Purchaser may terminate this document by notice in writing to the Company if:
- 17.1.1 **(Finsure Material Adverse Effect)** a Finsure Material Adverse Effect occurs;
 - 17.1.2 **(Finsure Prescribed Event)** a Finsure Prescribed Event occurs; or
 - 17.1.3 **(Breach of Vendor Specific Warranties)** The Purchaser is notified or otherwise becomes aware of a breach of one or more Vendor Specific Warranties in respect of an aggregate of 5% or more of the Company's diluted Share capital.

Termination by the Company

- 17.2 The Company may terminate this document by notice in writing to the Purchaser if:
- 17.2.1 **(breach of exclusivity by the Purchaser)** the Purchaser is in breach of clause 7 (other than for an immaterial breach which is immediately remedied upon the Purchaser being notified of the breach);
 - 17.2.2 **(Goldfields Material Adverse Effect)** a Goldfields Material Adverse Effect occurs;
 - 17.2.3 **(Goldfields Prescribed Event)** a Goldfields Prescribed Event occurs; or
 - 17.2.4 **(Competing Proposals)** any of the circumstances specified in clause 8.4.3, 8.4.4 or 8.4.5 occurs.

Termination following non-satisfaction and no waiver of Conditions

- 17.3 The Company may terminate this document in accordance with clause 2.11.
- 17.4 The Purchaser may terminate this document in accordance with clause 2.12.

Termination for material breach

- 17.5 Each of the Purchaser and the Company may terminate this document if the other party (**Defaulting Party**) is in breach of this document (other than in relation to a breach of clause 7) and:
- 17.5.1 that breach is material;
 - 17.5.2 the Defaulting Party has been given notice of the breach and the intention to terminate this document if the breach is not remedied; and
 - 17.5.3 where notice is given in accordance with clause 17.5.2, the breach is not remedied by the Defaulting Party within 5 Business Days (or any such shorter period ending on the End Date) from the time notice is given under that clause,
- by giving notice in writing to the other Party.

Sharing of Purchaser's Transaction Costs

- 17.6 The Company acknowledges that the Purchaser has incurred and will continue to incur significant expenses in connection with pursuing the Transaction, including without limitation:

- 17.6.1 fees for financial, legal, accounting and taxation advice in planning and implementing the Transaction;
- 17.6.2 costs associated with engaging an independent expert in connection with disclosures required to be included in the Explanatory Memorandum; and
- 17.6.3 out of pocket expenses incurred in planning and implementing the Transaction, including printing, registry and postage costs,

(Purchaser's Transaction Costs).

- 17.7 The Company agrees to contribute \$130,000 towards the Purchaser's Transaction Costs if this document is validly terminated by the Purchaser pursuant to clause 17.1, 17.4 (other than as a result of the non-fulfilment of the Condition set out in clause 2.1.4) or 17.5 or by the Company pursuant to clause 17.3 (other than as a result of the non-fulfilment of any one or more of the Conditions set out in clauses 2.1.4, 2.1.6 or 2.1.9).
- 17.8 In the circumstances set out in clause 17.7, the Company must pay the sum referred to in clause 17.7 within 5 Business Days of the date of any such termination.

Effect of termination

- 17.9 If this document is terminated for any reason, all obligations of the Parties under this document, other than this clause and clauses 1.2 (Interpretation), 18 (Confidential Information and public announcements), 8 (Break Fee), 20 (Notices), 22 (No assignment), 24 (Governing Law and jurisdiction), 25 (Variation), 26 (Costs) and 27 (Miscellaneous) immediately cease to be of further force or effect.
- 17.10 The termination of this document does not affect any Claim arising before this document is terminated or arising in connection with the termination of this document (including with respect to a payment pursuant to clause 8) that a Party may have against the other Party.

18 Confidential Information and public announcements

Confidential Information

- 18.1 Subject to clause 18.5, no Confidential Information may be disclosed by the Receiving Party to any person except:
 - 18.1.1 to Representatives of the Receiving Party or its Related Bodies Corporate requiring the information for the purposes of this document; or
 - 18.1.2 with the Disclosing Party's consent; or
 - 18.1.3 if the Receiving Party is required to do so by Law, a stock exchange or any regulatory authority; or
 - 18.1.4 if the Receiving Party is required to do so in connection with legal proceedings relating to this document.

Disclosure of Confidential Information

- 18.2 If the Receiving Party discloses Confidential Information under clause 18.1.1 or 18.1.2, the Receiving Party must use its reasonable endeavours to ensure that recipients of

the Confidential Information do not disclose the Confidential Information except in the circumstances permitted in clause 18.1.

Use of Confidential Information

- 18.3 The Receiving Party must not use any Confidential Information, except for the purpose of performing its obligations under this document or as otherwise required by operation of Law.

Excluded Information

- 18.4 Clauses 18.1 to 18.3 inclusive do not apply to the Excluded Information.

Delivery of materials

- 18.5 At any time before Completion, the Receiving Party must, on the request of the Disclosing Party, immediately deliver to the Disclosing Party or otherwise destroy all documents or other materials containing or referring to Confidential Information which are:

- 18.5.1 in the Receiving Party's possession, power or control; or
- 18.5.2 in the possession, power or control of persons who have received Confidential Information under this document.

Use and disclosure of information which is confidential to the Company from Completion

- 18.6 On and from Completion, all information which is confidential to the Company will be deemed to be the Confidential Information of the Purchaser for the purposes of this clause 18. The provisions of this document will then apply to such information as though that information was disclosed by the Purchaser to the Vendors under or in connection with this document. Such information will not be taken to be Excluded Information only because it was known to the Vendors immediately prior to Completion.

Obligations continuing

- 18.7 The obligations under this clause 17 contain obligations, separate and independent from the other obligations of the Parties and remain in existence for a period of 3 years from the Execution Date, regardless of any termination of this document.

Public announcements

- 18.8 A Party may not make any public announcement relating to this document (including the fact that the Parties have executed this document) unless the other Parties have consented to the announcement, including the form and content of that disclosure unless the announcement would be permitted under the exemption in clause 18.1.

19 Trustee

Capacity

- 19.1 Each Vendor Trustee enters into this document in its capacity as trustee of the Trust and in no other capacity and no other Party may:
- 19.1.1 sue the Vendor Trustee personally;

- 19.1.2 seek the appointment of a liquidator, provisional liquidator, administrator or equivalent officer to the Vendor Trustee or of a controller (as defined in section 9 of the Corporations Act) or equivalent officer to the property of the Vendor Trustee (other than the property of the Trust); or
- 19.1.3 prove in any liquidation, administration or equivalent arrangement of or affecting the Vendor Trustee (other than in relation to the property of the Trust).

Liability

- 19.2 The liability of a Vendor Trustee arising under or in connection with this document (including all liabilities arising in connection with any representation or warranty given in this document and all non-contractual liabilities and obligations arising out of or in connection with this document) is limited to the extent to which:
 - 19.2.1 the Vendor Trustee is indemnified for that liability out of the assets of the Trust; and
 - 19.2.2 the liability can be satisfied out of the assets of the Trust.
- 19.3 Subject to clause 19.4, this limitation of the Vendor Trustee's liability applies despite any other provision of this document.

Where limitations do not apply

- 19.4 This clause 19 does not apply to any liability of a Vendor Trustee to the extent that the liability is not satisfied because the extent of that Vendor Trustee's right to be indemnified out of the assets of the Trust has been reduced by operation of law or under the terms of the deed governing the Trust as a result of the Vendor Trustee's fraud, negligence, or breach of trust or statutory duty.

20 Notices

Form and delivery

- 20.1 A notice, consent, information or request that must or may be given or made to a Party under this document is only given or made if it is:
 - 20.1.1 delivered or posted to that Party at the address stated in this document; or
 - 20.1.2 emailed to that person at the email address stated in this document, or at such other address or email (as the case may be) that has been notified by that Party to the other Parties in writing, from time to time.

Execution of emails

- 20.2 If notice is given by email, the sending Party must ensure that it is either signed by means of an electronically produced signature of a person authorised by that Party to send the email or states that it is being sent by a person authorised to send the email on behalf of that person.

Receipt and effect

- 20.3 A notice, consent, information or request is to be treated as given or made at the following time if it is:

- 20.3.1 delivered, when it is left at the relevant address.
 - 20.3.2 sent by post, 3 Business Days after it is posted.
 - 20.3.3 sent by email, as soon as it enters the recipient's information system.
 - 20.4 If:
 - 20.4.1 a notice, consent, information or request is delivered; or
 - 20.4.2 the email enters the recipient's information system,after the normal business hours of the Party to whom it is delivered or sent, it is to be treated as having been given or made at 9:00am the next Business Day.
-

21 GST

Recovery of GST

- 21.1 If GST is or will be imposed on a Supply made by a Party under or in connection with this document (including costs required to be reimbursed or indemnified under this document), the supplier may, to the extent that the consideration otherwise provided for that Supply under this document is not stated to already include an amount in respect of GST on the Supply:
 - 21.1.1 increase the consideration otherwise provided for that supply under this document by the amount of that GST; or
 - 21.1.2 otherwise recover from the recipient the amount of that GST.

Invoices required

- 21.2 The recovery of any amount in respect of GST by the supplier under this document on a Supply is subject to the issuing of the relevant Tax Invoice or Adjustment Note to the recipient. Subject to any other provision of this document, the recipient of a Supply must pay any amount in respect of GST within 7 days of the issuing of the relevant Tax Invoice or Adjustment Note to the recipient.

Reimbursements

- 21.3 Despite clause 21.1, if a Party is entitled under this document to be reimbursed or indemnified by any other Party for a cost or expense incurred in connection with this document, the reimbursement or indemnity payment must not include any GST component of the cost or expense for which an input tax credit may be claimed by the Party entitled to be reimbursed or indemnified.

Value of Taxable Supplies

- 21.4 Where the consideration for a Taxable Supply under this document is not, or is not expressed, as an amount of money, the Party making the Supply will provide the recipient with a Tax Invoice for that Supply based on the GST inclusive market value of the consideration as determined in good faith by the Party making the Supply.
- 21.5 If a Party disputes the GST inclusive market value of the Supply determined by the Party making the Supply under clause 21.4, the disputing Party may refer the matter for determination by the Expert.

Invoice

- 21.6 Without affecting the obligations of the Parties under this document, this document is not a document notifying an obligation to make payment and is not an invoice under the GST Act.

22 No assignment

- 22.1 No Party may assign any or all of its rights and obligations under this document to any person except with the prior written consent of the other Parties, which consent shall not unreasonably be withheld.

23 Further assurance

- 23.1 Each Party must do anything (including executing a document) another Party reasonably requires in writing to give full effect to this document.

24 Governing Law and jurisdiction

- 24.1 This document is governed by the Law of the State of Western Australia. The Parties submit to the non-exclusive jurisdiction of its courts. The Parties will not object to the exercise of jurisdiction by those courts on any basis.

25 Variation

- 25.1 This Agreement, including the schedules, can only be varied by the Parties in writing, signed by all of the Parties.

26 Costs

Duty

The Purchaser must pay:

- 26.1 all duty payable under the *Duties Act 2008* (WA) in respect of the subject matter that this document effects or records; and
- 26.2 any penalty or interest payable in respect of any duty the subject of clause 26.1 to the extent that the Purchaser is responsible for such penalty or interest.

Legal costs

- 26.3 Each Party shall bear its own legal costs of and incidental to the preparation, negotiation and execution of this document and any transactions contemplated by it.

27 Miscellaneous

Enforcement of provisions

- 27.1 If any provision of this document is invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provision, shall be and continue to be valid and forceful in accordance with their terms.

Trustee

- 27.2 If a Party acts as trustee of a trust, that party enters into this document in its own right and as trustee for the trust.

Approvals and consents

- 27.3 If the doing of any act, matter or thing under this document is dependent on the approval or consent of a party, that party may give conditionally or unconditionally or withhold its approval or consent in its absolute discretion, unless this document expressly provides otherwise.

No merger

- 27.4 The Vendor Warranties, Purchaser Warranties, undertakings and indemnities in this document will not merge on Completion.

Specific performance

- 27.5 The Vendors acknowledge that monetary damages alone would not be adequate compensation to the Purchaser for the Vendors' breach of obligation to complete the sale of the Sale Shares under this document and that accordingly specific performance of that obligation is an appropriate remedy.

Waiver

- 27.6 The fact that a Party fails to do, or delays in doing, something that party is entitled to do under this document does not amount to a waiver of that Party's right to do it.
- 27.7 A waiver by a Party is only effective if it is in writing.
- 27.8 A written waiver by a Party is:
- 27.8.1 only effective in relation to the particular obligation or breach in respect of which it is given; and
 - 27.8.2 is not to be taken as an implied waiver of:
 - (a) any other obligation or breach; or
 - (b) that obligation or breach in relation to any other occasion.

Relationship of the Parties

- 27.9 This Agreement does not create a partnership, agency, fiduciary or any other relationship, except the relationship of contracting parties, between the Parties.
- 27.10 No Party is liable for an act or omission of another Party, except to the extent set out in this document.

Sole understanding

- 27.11 This Agreement contains everything that the Parties have agreed on in relation to the matters it deals with. No Party can rely on an earlier document (including, for the avoidance of doubt, the Process Agreement dated 23 November 2017 between the Purchaser, the Company and 1800Homeloans), or anything said or done by another Party (or a director, officer, agent or employee of that party), before this document was executed.

Execution of separate documents

- 27.12 This Agreement is properly executed if each Party executes this document or an identical document. In the former case, this document takes effect when the last Party executes this document. In the latter case, this document takes effect when the last of the identical documents is executed.
- 27.13 Evidence of execution of this document by a Party may be shown by email or a PDF copy of this document.

Time

- 27.14 Time shall be of the essence in this document in all respects.



Schedule 1 Vendors' details

Part A

Vendor	Active / Passive	Address	Attention	Email Address	Number of Vendor Shares held	Company Shares to be issued upon conversion of Convertible Notes	Respective Proportion	Active Vendor Respective Proportion	Consideration Shares to be issued	Escrowed Vendor? (Yes/No)
1800Homeloans Pty Ltd ACN 146 268 957 ATF Phoenix Aggregation Unit Trust	Active	16 Kings Road, Vacluse NSW 2030	John Kolenda	john@kolenda.com.au	37,847,834 Beneficially held: No	-	27.64%	41.23%	8,213,313	Yes
Loan Packaging Australia Pty Ltd ACN 053 922 017	Passive	Level 9, 45-53 Clarence Street, Sydney, NSW, 2000	Warren McLeland	warren.mcleland@resimac.com.au	3,591,954 Beneficially held: Yes	-	2.62%	0.00%	779,486	Yes
1300Homeloan Pty Ltd ACN 118 495 140 ATF 1300Homeloan Trust	Active	91 Lygon Street, Brunswick East, VIC, 3057	John Kolenda	john@kolenda.com.au	5,396,511 Beneficially held: No	-	3.94%	5.88%	1,171,090	Yes
Resimac Limited ACN 002 997 935	Passive	Level 9, 45-53 Clarence Street, Sydney, NSW, 2000	Warren McLeland	warren.mcleland@resimac.com.au	18,003,432 Beneficially held: Yes	-	13.15%	0.00%	3,906,903	Yes
Koleet Pty Ltd ACN 076 194 128 ATF Kolenda Family Trust	Passive	12 Gowar Avenue, Camberwell VIC 3124	Joseph Kolenda	jk@1300sparebox.com.au	8,919,136 Beneficially held: No	-	6.51%	0.00%	1,935,531	No



Noah James Investments Pty Ltd ACN 104 998 807 ATF The Rocco Veneziano Family Trust	Passive	6 Tormey Street, Balwyn North VIC 3104	Rocky Veneziano	rocky@venezianocoffee.com.au	5,478,557 Beneficially held: No	-	4.00%	0.00%	1,188,895	No
Zach Veneziano Pty Ltd ACN 123 829 087 ATF Veneziano Superannuation Fund	Passive	6 Tormey Street, Balwyn North VIC 3104	Rocky Veneziano	rocky@venezianocoffee.com.au	3,438,381 Beneficially held: No	-	2.51%	0.00%	746,159	No
Daring Investments Pty Ltd ACN 059 818 807	Active	Level 24, 52 Martin Place, Sydney NSW 2000	John Kolenda	john@kolenda.com.au	19,215,924 Beneficially held: Yes	-	14.03%	20.93%	4,170,025	Yes
Ng Capital Management Pte Ltd	Active	1 Phillip Street, #09-00, Royal One Phillip, Singapore	Kar Wing Ng	calvin.ng@aura.co	12,643,678 Beneficially held: Yes	-	9.23%	13.77%	2,743,790	Yes
Holding Corporation Pty Ltd ACN 617 153 616 ATF NG Family Super Fund	Active	Level 24, 52 Martin Place, Sydney NSW 2000	Kar Wing Ng	calvin.ng@aura.co	6,733,052 Beneficially held: No	100,921	4.99%	7.44%	1,482,944	Yes
Ng Capital Management Pty Ltd ACN 143 682 008 ATF CNG Investment Trust	Active	56 Boyce Road, Maroubra NSW 2035	Kar Wing Ng	calvin.ng@aura.co	6,679,030 Beneficially held: No	-	4.88%	7.28%	1,449,408	Yes
Kar Wing Ng	Active	33 Leonie Hill Road, One Twin Peaks, Tower #21-12, Singapore	Kar Wing Ng	calvin.ng@aura.co	2,860,991 Beneficially held: Yes	322,946	2.32%	3.47%	690,659	Yes



Abbymore Pte Ltd	Passive	1 Phillip Street #9-00, Royal One Phillip, Singapore	Colin Mullins	colin.mullins@aura.co	1,258,391 Beneficially held: Yes	-	0.92%	0.00%	273,082	No
Savot 1 Pty Ltd ACN 615 282 758 ATF The Savins Family Trust	Passive	5 Boldero Crescent, Glenmore Park NSW 2745	Allan Savins	allan.savins@finsure.lcom.au	718,391 Beneficially held: No	3,027,621	2.74%	0.00%	810,260	No
Andrew Jensen and Kate Jensen ATF A&K Superannuation Fund	Passive	48 Tandoor Street, Morningside QLD 4170	Andrew Jensen	andrewjensen@theagency.com.au	718,391 Beneficially held: No	-	0.52%	0.00%	155,897	No
Total					133,503,653	3,451,488			29,717,442	

Part B

Other	Consideration Shares to be issued
Dragged Vendors	11,032,558

Schedule 2 Vendor Warranties

Part A – Vendor Specific Warranties

Each Vendor warrants in respect of itself that:

1 Ownership and structure

1.1 Ownership of the Company Shares

- 1.1.1 it is the registered holder of the number of Company Shares specified next to that Vendor's name in the column titled "Company Shares" in the table in Schedule 1, which are fully paid up, duly allotted and issued and on Completion will be free of any Encumbrance; and
- 1.1.2 it is entitled to sell, assign and transfer the full legal and beneficial ownership of its Company Shares to the Purchaser on the terms set out in this document (without restriction).

2 Power and authority

2.1 Power and capacity

- 2.1.1 It has full power and authority to enter into and perform its obligations under this document.

2.2 Authorisations

- 2.2.1 It has taken all necessary action to authorise the execution, delivery and performance of this document in accordance with its terms.

2.3 No Event of Insolvency

- 2.3.1 No Event of Insolvency has occurred in relation to it, nor is there any act which has occurred or any omission made which would or would be reasonably likely to result in an Event of Insolvency occurring in relation to it.

2.4 No legal impediment

- 2.4.1 The entry into and performance by the Vendor of its obligations under this document does not constitute a breach of any obligation (including any statutory, contractual or fiduciary obligation), or default under any agreement or undertaking, by which it is bound.

2.5 Trust

2.5.1 In respect of each Vendor Trustee:

- (a) no action has been taken or is now proposed to be taken to terminate or dissolve the Trust; and
- (b) it has the full and valid power and authority under the terms of the Trust to enter into this document and to carry out the transactions contemplated by this document;
- (c) the Vendor Trustee in its capacity as trustee of the Trust has valid rights of indemnity against the assets of the Trust, which rights are available for satisfaction of all liabilities and other obligations

incurred by the Vendor Trustee under this document and any transaction resulting therefrom; and

- (d) there is no subsisting circumstance or other thing which has or would be reasonably likely to have the effect of prejudicing or diminishing the Vendor Trustee's right of indemnity against the assets of the Trust.

3 Consideration Shares

- 3.1 Each Vendor is a sophisticated investor pursuant to section 708(8) of the Corporations Act, or otherwise exempted from the disclosure requirements under Chapter 6D of the Corporations Act.

Part B – Active Vendor Warranties

Each Active Vendor severally warrants that:

1 Ownership and structure

1.1 Issues of Shares

27.14.1 Other than the holders of the Convertible Notes upon conversion of the Convertible Notes, no person is entitled or has claimed to be entitled, to require any member of the Company Group to issue any share capital (or securities convertible into shares) either now or at any future date (whether contingently or not).

27.14.2 Each member of the Company Group:

- (a) does not hold or beneficially own any shares or other capital in any body corporate (wherever incorporated), except for those shares held in its wholly owned Subsidiaries;
- (b) is duly incorporated under the laws of the place of its incorporation;
- (c) is not a member of any partnership or other unincorporated association (other than a recognised trade association); and
- (d) does not have any permanent establishment outside Australia.

2 Effect of Agreement

2.1 As far as the Active Vendors are aware, the entry into and performance by the Company of its obligations under this document:

- 2.1.1 does not relieve any party to a contract with any member of the Company Group from any contractual obligation to the Company Group or entitle any such party to re-negotiate the terms or conditions of any such contract;
- 2.1.2 does not violate or result in a breach by any member of the Company Group of any Law;
- 2.1.3 does not violate or result in the occurrence of an event of default under any Company Material Contract, or entitle any counterparty to any Company

Material Contract to terminate any Company Material Contract or impose less favourable terms on any member of the Company Group, the effect of which would or might reasonably be expected to give rise to a Material Adverse Effect on the Company Group.

3 General corporate

3.1 Incorporation and corporate power

3.1.1 Each member of the Company Group:

- (a) is duly registered, has full corporate power to own its assets and to carry on its business as now conducted; and
- (b) has conducted its business in compliance with the constitution (if any) or other constituent documents of that member of the Company Group.

3.1.2 No member of the Company Group has received notice of any application or intended application for altering its register of shareholders.

4 The Accounts

4.1 Preparation and accuracy of the Audited Accounts

4.1.1 The Audited Accounts:

- (a) disclose a true and fair view of the financial position and financial performance of the Company Group as at the Audited Accounts Date and for the financial period ended on the Audited Accounts Date, and are complete and accurate in all material respects; and
- (b) were prepared in accordance with the Corporations Act and any applicable Australian accounting standards.

4.2 Preparation and accuracy of the Management Accounts

4.2.1 The Management Accounts:

- (a) were prepared in good faith with reasonable care and attention; and
- (b) so far as the Active Vendors are aware, do not materially misstate the financial position or financial performance of the Company Group as at that point in time, or for the relevant period.

4.3 Period since Management Accounts Date

4.3.1 Since the Management Accounts Date:

- (a) the Business has been conducted in all material respects in the ordinary and usual course of business and, other than for the Transaction:
 - (i) there has not arisen any item, transaction or event of a material or unusual nature that has had a Material Adverse Effect on the financial position or financial performance of the Company Group; and

- (ii) no liability has been incurred by any member of the Company Group except in the ordinary course of business;
- (b) none of the debts shown in the Management Accounts have been released or settled for an amount less than that reflected for such debts in the Management Accounts and there has been no material impairment outside the ordinary course of business in respect of the debts shown in the Management Accounts;
- (c) no dividends have been declared by any member of the Company Group;
- (d) no Event of Insolvency has occurred in respect of any member of the Company Group; and
- (e) no Finsure Prescribed Event has occurred.

5 Records

- 5.1 So far as the Active Vendors are aware, all proper and necessary books of accounts and other records of each member of the Company Group have been maintained by such member of the Company Group and contain information accurate in all material respects on all matters required to be dealt with by applicable laws.

6 Company Material Contracts

- 6.1 True and accurate copies of all Company Material Contracts have been disclosed in the Company Disclosure Materials.
- 6.2 No member of the Company Group is in material default of any Company Material Contract; and so far as the Active Vendors are aware, no counterparty to any Company Material Contract is in material default of any Company Material Contract.

7 Related Party contracts

- 7.1 No member of the Company Group is a party to any contract with any Vendor (or any Vendor Group Member).

8 Financing arrangements

8.1 Financings

8.1.1 There are no:

- (a) financing arrangements entered into by any member of the Company Group for the borrowing of money for an amount exceeding \$50,000;
- (b) debentures, bonds, notes or similar debt instruments issued by any member of the Company Group (whether by one instrument or by all of the instruments in a series) for an amount exceeding \$50,000; and

- (c) guarantees given by any member of the Company Group, or to which that member of the Company Group is otherwise subject, in relation to any other person for an amount exceeding \$50,000.

8.2 No defaults

- 8.2.1 There is no existing or unremedied breach of, or any event of default, cancellation event, prepayment event or similar event under, any agreement or arrangement referred to in 8.1 and the transactions contemplated by this document will not trigger any such breach, event of default, cancellation event, prepayment event or similar event.

8.3 No demands

- 8.3.1 No written notices or demands have been served on any member of the Company Group that remain outstanding in relation to default or non-compliance under an agreement or arrangement in 8.1.

8.4 Enforcement

- 8.4.1 No legal or enforcement action has been taken, or demand made, by any party to enforce any security or other arrangement referred to in 8.1.1(c) that will, or would reasonably be likely to, have a Material Adverse Effect on the Company Group.

9 Assets

9.1 Material assets

- 9.1.1 All material assets of the Company Group are listed in the Company Asset Schedule and are:
 - (a) fully paid for;
 - (b) either the absolute property of the Company Group free and clear of all Encumbrances or used by the Company Group under a contract under which it is entitled to use the assets on the terms and conditions of such a contract;
 - (c) not the subject of any lease or hire purchase agreement or agreement for purchase on deferred terms, other than in the ordinary course of business; and
 - (d) in the possession of the Company Group, its agent or nominee, except as identified in the Company Asset Schedule or otherwise as provided for or taken into account in the preparation of the Audited Accounts.

10 Permits and compliance with Laws

10.1 All Permits obtained

- 10.1.1 Each member of the Company Group has all permits, licences, authorities, registrations and approvals necessary to conduct the Business (**Permits**).

10.2 No revocation or variation

10.2.1 So far as the Active Vendors are aware, there is no circumstance or fact which would or would be reasonably likely to:

- (a) result in the revocation or variation in any material respect of any of the Permits; or
- (b) prejudice in any material respect the renewal of such Permits.

10.3 Reports and returns

10.3.1 All reports, returns, payments and other information required to be made or given in respect of any Permits have been duly made or given.

10.4 Compliance with Law

10.4.1 The Business is conducted in compliance with all Laws and no member of the Company Group has received any written notice from any Government Agency of any allegation of any contravention of any Law by that member of the Company Group, in each circumstance where such contravention or non-compliance would result or be reasonably likely to result in a Material Adverse Effect on the Company Group.

11 Properties

11.1 All land owned or occupied

11.1.1 The Company Disclosure Materials contain details of all the land and premises owned, leased or otherwise occupied (and the terms of such leases or other occupation rights) by each member of the Company Group, that are material to the conduct of the Business (**Properties**).

11.2 No disputes

11.2.1 There is no current dispute relating to any Properties.

12 Intellectual Property

12.1 Ownership

12.1.1 (**List in Information Schedule**): The Information Schedule (under the heading 'Intellectual Property – Part A(i)' accurately describes:

- (a) all registered and unregistered business names and trade marks;
- (b) all registered patents and designs; and
- (c) all applications for registration of trade marks, patents and designs, which are owned or used at any time by the Company Group in connection with the Business.

12.1.2 (**Right and title**): The Company Group:

- (a) owns all right, title and interest in and to the Intellectual Property Rights;
- (b) has not licensed any of the Intellectual Property Rights to any third party other than in the ordinary course of business; and

- (c) has not otherwise assigned or disposed of any right, title or interest in the Intellectual Property Rights.

12.1.3 **(Legally and beneficially owned):** The Intellectual Property Rights are:

- (a) not being presently infringed, nor are they the subject of any dispute litigation or expungement application (whether threatened or otherwise); and
- (b) not subject to any licence or authority in favour of any third party (other than in the ordinary course of business), and the exercise of them does not infringe the rights of any other parties.

12.2 Confidential Information

- 12.2.1 So far as the Active Vendors are aware, there has not been any material misuse or unauthorised disclosure of any Confidential Information.

12.3 Intellectual Property Licences

- 12.3.1 The Information Schedule (under the heading 'Intellectual Property – Part A(ii)' accurately describes the Intellectual Property Licences of the Company Group and each is valid, binding and enforceable in accordance with its terms. The Company Group has complied in all material respects with the terms of the Intellectual Property Licences, and no act or omission has occurred which would entitle a licensor under an Intellectual Property Licence to terminate that licence.

12.4 No use by other persons

- 12.4.1 The Active Vendors are not aware of any use by any other person of any business name or trade mark owned or used by any member of the Company Group other than in the ordinary course of business.

12.5 No infringement of other right

- 12.5.1 None of the Intellectual Property Rights or other processes now or at any time employed or used by the Company Group, constitute or may constitute an unauthorised infringement of any intellectual property rights of any other person where such infringement would or might reasonably be expected to give rise to a Material Adverse Effect on the Company Group.

13 Information technology

13.1 Systems

- 13.1.1 The information technology and telecommunications systems, hardware and software owned or used by the Company Group in the conduct of the Business as at the Execution Date (**Systems**) comprise all the material information technology and telecommunications systems, hardware and software necessary for the conduct of the Business as conducted at Completion.

13.2 Software

- 13.2.1 The Company Group either owns or is validly licensed to use the software comprised in the Systems.

13.3 No Systems failures

13.3.1 In the twelve months before the Execution Date, there have been no bugs in, outages, failures, breakdowns or substandard performance of, any systems that have had any Material Adverse Effect on the Business. and the Active Vendors are not aware of any fact or matter that would or would be reasonably likely to cause any such bug, outage, failure, breakdown or substandard performance following Completion if the Systems are used on substantially the same basis as they are used as at the Execution Date.

13.4 Support

13.4.1 The Company Disclosure Materials include:

- (a) the terms of all support agreements under which preventative and corrective maintenance services, software upgrades and helpdesk services for the systems are provided to the Company Group;
- (b) the Company Group's disaster recovery plans in respect of the Systems; and
- (c) all security measures employed by the Company Group to prevent unauthorised access or damage to the Systems or destruction or corruption of data stored or processed by the System.

14 No Litigation

14.1 No current Litigation

14.1.1 No Company Group member is a party to any prosecution, litigation, arbitration proceedings or administrative or governmental challenge or investigation (**Litigation**).

14.2 No pending Litigation

14.2.1 So far as the Active Vendors are aware, there is no Litigation pending, threatened, anticipated or contemplated against any member of the Company Group.

14.3 No outstanding judgments

14.3.1 There are no unsatisfied or outstanding judgments, orders, decrees, stipulations, or notices against any member of the Company Group.

15 Insurance

15.1 Disclosure of Company Insurance

15.1.1 The Information Schedule (under the heading 'Insurance – Part A' accurately details all contracts of insurance and indemnity in force in respect of the property and assets of the Company Group (**Company Insurances**).

15.2 Insurance contracts still valid

15.2.1 The Company Insurances are in force and there is no fact or circumstance known to the Active Vendors which would render any Company Insurances void, voidable or unenforceable in any material respect.

15.3 No claims remain unpaid

- 15.3.1 There are no material Claims made but unpaid under the Company Insurances (or any insurance policies previously held), and so far as the Active Vendors are aware, no material threatened or pending Claims.

16 Taxation

16.1 Taxation Liabilities

- 16.1.1 All Tax and Duty arising under any Tax Law for which any member of the Company Group is liable or for which any member of the Company Group is liable to account has been duly paid or accrued (in so far as such Tax or Duty ought to have been paid or accrued).
- 16.1.2 No member of the Company Group is, or will in the future become, subject to any Tax or Duty on or in respect of or by reference to its profits, gains, income, sales, disposals of or transactions in relation to assets, inventory, or other property for any period up to and including Completion in excess of the provision for Tax and Duty included in the Audited Accounts.
- 16.1.3 No member of the Company Group has done anything which has or would give rise to a liability to Tax under the *Taxation (Unpaid Company Tax) Assessment Act 1982* (Cth), whether or not that liability has been discharged.

16.2 Withholding Tax

- 16.2.1 Any obligation on any member of the Company Group under any Tax Law to withhold amounts at source has been complied with.

16.3 Tax returns

- 16.3.1 The Company Group has submitted any necessary information, notices, computations and returns to the relevant Government Agency in respect of any Tax or any Duty relating to the Company Group.
- 16.3.2 No Tax return, election or notice lodged or filed by the Company Group contains either of the following:
- (a) a false or misleading statement or omits to refer to a matter which is required to be included or without which the statement is false or misleading; or
 - (b) a material error or a material omission relating to the assessment of Tax of the Company;
- 16.3.3 The Company Group has maintained sufficient records to support all returns lodged or filed relating to Tax and Duty and to comply with any Tax Law.

16.4 No Tax audit

- 16.4.1 Other than the current New South Wales Office of State Revenue payroll tax review being undertaken in relation to Iden Loan Services, the Company Group has not within the past 12 months suffered any investigation, audit or visit by the Commissioner of Taxation or any Revenue Authority, and so far as the Active Vendors are aware, there is no such investigation audit or visit planned for the next 12 months.

16.5 Penalties and interest

- 16.5.1 There are no circumstances by reason of which any member of the Company Group will become liable to pay any fine, penalty, surcharge or interest whether charged by virtue of the provisions of any Tax Law.

16.6 Records

- 16.6.1 Each member of the Company Group has maintained proper and adequate records to enable it to comply in material respects with its obligations to:
- (a) prepare and submit any information, notices, computations, payments and returns required in respect of any Tax Law;
 - (b) prepare any accounts necessary for compliance with any Tax Law; and
 - (c) retain necessary records as required by any Tax Law, and such records are accurate in all material respect.

16.7 Franking account

- 16.7.1 Each member of the Company Group has:
- (a) complied with the provisions of Part 3-6 of the ITAA 97 and has maintained records of all franking debits and franking credits which are sufficient for the purposes of that legislation;
 - (b) franked the required amount to all dividends paid since the Audited Accounts Date;
 - (c) not done anything or been involved in any scheme, arrangement or transaction (other than making a franked distribution or receiving a tax refund) or series of schemes, arrangements or transactions which, or any part of which, caused or may cause a franking debit to arise in the Company Group's franking account; and
 - (d) not been party to or otherwise involved in any transaction which caused a franking deficit to arrive at the end of the franking year following Completion including by franking a dividend paid after Completion.

16.8 No tainting

- 16.8.1 No member of the Company Group has a share capital account that is tainted under section 160ARDM of the ITAA 36 or within division 197 of the ITAA 97 by the transfer of an amount to the share capital account from any of its other accounts.

16.9 Capital gains Tax

- 16.9.1 No member of the Company Group has sought capital gains Tax relief under sub division 126 of the ITAA 97 or section 160ZZO of the ITAA 36 in respect of any asset it acquired and that it still owns immediately after Completion.

16.10 No dispute

- 16.10.1 No member of the Company Group has made a false or misleading statement to a taxation officer within the meaning of any Tax Law in relation

to any income or franking year and there is no unresolved dispute with any revenue authority involving that member of the Company Group.

16.11 Interposed entity election

16.11.1 No member of the Company Group has ever made an interposed entity election pursuant to the trust loss provisions of the ITAA 36.

16.12 Australian resident

16.12.1 Each member of the Company Group is and has throughout the period since incorporation been resident in Australia for corporation tax purposes.

16.13 Tax avoidance

16.13.1 No member of the Company Group has been a party to, or participated in transactions or arrangements that could give rise to the exercise by the Revenue Authority of its powers under the Tax Law in relation to losses and outgoings incurred under tax avoidance schemes or in relation to international agreements or schemes to reduce income Tax.

16.14 Public officer

16.14.1 The office of public officer as required by Tax Law has always been occupied.

16.15 GST

16.15.1 Each member of the Company Group has complied with all of its obligations under the GST legislation.

16.15.2 If under or by virtue of any agreement to which any member of the Company Group is a party, any GST is liable to be paid in connection with any Taxable Supply made by that member of the Company Group under that agreement, that member of the Company Group has the right to recover from the party required to pay for the Taxable Supply an amount so that after meeting any liability to pay GST that member of the Company Group retains the same amount as if GST was not payable in connection with the Taxable Supply.

16.16 Duty

16.16.1 All Duty and other Tax and Duty payable in respect of every agreement, document or transaction to which any member of the Company Group is or has been a party or by which any member of the Company Group derives or has derived, a substantial benefit, has been duly paid.

16.16.2 No member of the Company Group has sought and been granted Duty corporate reconstruction relief in the previous 5 years, and no member of the Company Group has been the subject of any review, audit, investigation by any Government Agency and there has not been any correspondence regarding Duty affairs in relation to any member of the Company Group (other than general correspondence).

17 Employees

17.1 Employee Entitlements

- 17.1.1 The Employee Entitlement Register accurately sets out the material terms of the Company Group's Employee arrangements as at the Execution Date.

17.2 Contracts enforceable

- 17.2.1 Each of the contracts entered into by each member of the Company Group with employees or consultants is enforceable against the parties to it and so far as the Active Vendors are aware, there is no party in breach of, or in default under, any such contract.

17.3 No change since Accounts Date

- 17.3.1 Since the Audited Accounts Date, no member of the Company Group has paid any bonuses or increases in salary (other than normal increases to employees in the ordinary course of business or as imposed by industrial awards) or otherwise altered the remuneration, emoluments or benefits or other conditions of employment of any Officers or employees of that member of the Company Group.

17.4 No collective agreements

- 17.4.1 No member of the Company Group is a party to any collective agreement or enterprise bargain agreement or other agreement or arrangement, or is involved in any industrial dispute with any trade union or other organisation of employees, which will or would reasonably be likely to, have a Material Adverse Effect on the Company Group.

17.5 No changes to directors' benefits

- 17.5.1 Since the Audited Accounts Date, no member of the Company Group has paid any remuneration or fees to its directors other than normal remuneration to directors.

17.6 Compliance with awards and agreements

- 17.6.1 In respect of current employees and former employees, each member of the Company Group has complied in all material respects with all applicable industrial awards and agreements and all statutory requirements.

17.7 No offer of employment

- 17.7.1 No member of the Company Group has made any offer of work or any appointment of an individual (or any company controlled by an individual as a senior executive, or as an independent contractor) for a term of 12 months or more or for payment of \$50,000 or more per annum, that remains capable of acceptance and that cannot be terminated without penalty on less than 4 weeks' notice.

17.8 Payments made

- 17.8.1 Each member of the Company Group has paid all amounts due to the Company Group's Employees.

17.9 Termination

- 17.9.1 The employment of each Company Group Employee can be lawfully terminated on 4 weeks' notice or less without payment of any damages or compensation, including any severance or redundancy payments.

18 Superannuation

18.1 Superannuation Funds

- 18.1.1 The Vendors have provided to the Purchaser complete copies of all material documents and information relating to the Superannuation Funds.
- 18.1.2 The Superannuation Funds are the only superannuation schemes or arrangements to which the Company Group contributes or is obliged to contribute.

18.2 Funding of Superannuation Funds

- 18.2.1 Contributions due to the Superannuation Funds from each member of the Company Group are up to date or accounted for in the Audited Accounts.

19 Material disclosure

19.1 All material information

- 19.1.1 The Company Disclosure Materials were prepared in good faith for the purposes of informing the Purchaser about the Company Shares and:
- (a) no information has been knowingly, recklessly or negligently omitted from the Company Disclosure Materials that the Purchaser has requested in its due diligence investigations; and
 - (b) so far as the Active Vendors are aware, all factual or historical information set out in the Company Disclosure Materials is true and accurate in all material respects and there is no fact or matter (whether by inclusion or omission) that renders any such information untrue, inaccurate or misleading in any material respect. This Vendor Warranty 19.1.1(b) does not apply to any expression or statement of intention, opinion, belief or expectation that concerns the future performance or prospects of the Company nor any forecast, forward looking statement or projection contained in the Company Disclosure Materials.

20 Shareholders Agreement

20.1 Accession

- 20.1.1 Each holder of Convertible Notes has validly executed an Accession Deed to the Shareholders Agreement and will become a party to and be bound by the Shareholders Agreement upon conversion of their Convertible Notes without any further action required by the holders of the Convertible Notes or the Company.



21 Directors and officers

21.1 Claims

- 21.1.1 No Active Vendor is aware of any Claim which any member of the Company Group has or would reasonably be likely to have against any Released Person in respect of any act or omission by any Released Person before Completion.

Schedule 3 Purchaser Warranties

1 General warranties

- 1.1 The Purchaser has full power and authority to enter into and perform its obligations under this document.
- 1.2 All necessary authorisations for the execution, delivery and performance by the Purchaser of this document have been or will be obtained before Completion.
- 1.3 This document constitutes legal, valid and binding obligations on the Purchaser and the entry into and performance of this document and all documents executed pursuant to this document by the Purchaser does not constitute a breach of any obligation (including any statutory, contractual or fiduciary obligation), or default under any agreement or undertaking by which the Purchaser is bound.
- 1.4 Other than expressly contemplated in this document, no Regulatory Approvals are required to be obtained by it in order for it to implement the Transaction.
- 1.5 It is not in breach of its continuous disclosure obligations under the Corporations Act or the Listing Rules and it is not relying on the exception to Listing Rule 3.1 in Listing Rule 3.1A to withhold any information from ASX.
- 1.6 When issued, the Consideration Shares will be validly issued fully paid, rank equally with existing Purchaser Shares on issue and free from all Encumbrances, and the Consideration Shares will be eligible to be quoted on ASX under the Listing Rules and any other requirements of ASX on and from the date they are allotted.
- 1.7 The Purchaser is able to provide, and there is nothing preventing it from providing a notice under subsections 708A(6) of the Corporations Act in accordance with this document.

2 Ownership and structure

2.1 Issues of Shares

- 2.1.1 Other than the holders of the Options or Performance Rights upon the exercise or vesting of such Options or Performance Rights, no person is entitled or has claimed to be entitled, to require any member of the Purchaser Group to issue any share capital (or securities convertible into shares) either now or at any future date (whether contingently or not).
- 27.14.3 Each member of the Purchaser Group:
 - (a) does not hold or beneficially own any shares or other capital in any body corporate (wherever incorporated);
 - (b) is duly incorporated under the laws of the place of its incorporation;
 - (c) is not a member of any partnership or other unincorporated association (other than a recognised trade association); and
 - (d) does not have any permanent establishment outside Australia.

3 Effect of Agreement

- 3.1 As far as the Purchaser is aware, the entry into and performance by the Purchaser of its obligations under this document:
- 3.1.1 does not relieve any party to a contract with any member of the Purchaser Group from any contractual obligation to the Purchaser Group or entitle any such party to re-negotiate the terms or conditions of any such contract;
 - 3.1.2 does not violate or result in a breach by any member of the Purchaser Group of any Law;
 - 3.1.3 does not violate or result in the occurrence of an event of default under any Purchaser Material Contract, or entitle any counterparty to any Purchaser Material Contract to terminate any Purchaser Material Contract or impose less favourable terms on any member of the Purchaser Group,
- the effect of which would or might reasonably be expected to give rise to a Material Adverse Effect on the Purchaser Group.

4 General corporate

- 4.1 Incorporation and corporate power
- 4.1.1 Each member of the Purchaser Group:
 - (a) is duly registered, has full corporate power to own its assets and to carry on its business as now conducted; and
 - (b) has conducted its business in compliance with the constitution (if any) or other constituent documents of that member of the Purchaser Group.
 - 4.1.2 No member of the Purchaser Group has received notice of any application or intended application for altering its register of shareholders.

5 The Accounts

- 5.1 Preparation and accuracy of the Audited Accounts
- 5.1.1 The Audited Accounts:
 - (a) disclose a true and fair view of the financial position and financial performance of the Purchaser Group as at the Audited Accounts Date and for the financial period ended on the Audited Accounts Date, and are complete and accurate in all material respects; and
 - (b) were prepared in accordance with the Corporations Act and any applicable Australian accounting standards.
- 5.2 Period since Audited Accounts Date
- 5.2.1 Since the Audited Accounts Date:
 - (a) the Purchaser Business has been conducted in all material respects in the ordinary and usual course of business and, other than for the Transaction:

- (i) there has not arisen any item, transaction or event of a material or unusual nature that has had a Material Adverse Effect on the financial position or financial performance of the Purchaser Group; and
 - (ii) no liability has been incurred by any member of the Purchaser Group except in the ordinary course of business;
- (b) none of the debts shown in the Audited Accounts have been released or settled for an amount less than that reflected for such debts in the Audited Accounts and there has been no material impairment outside the ordinary course of business in respect of the debts shown in the Audited Accounts;
- (c) no dividends have been declared by any member of the Purchaser Group;
- (d) no Event of Insolvency has occurred in respect of any member of the Purchaser Group; and
- (e) no Goldfields Prescribed Event has occurred.

6 Records

- 6.1 So far as the Purchaser is aware, all proper and necessary books of accounts and other records of each member of the Purchaser Group have been maintained by such member of the Purchaser Group and contain information accurate in all material respects on all matters required to be dealt with by applicable laws.

7 Company Material Contracts

- 7.1 True and accurate copies of all Purchaser Material Contracts have been disclosed in the Purchaser Disclosure Materials.
- 7.2 No member of the Purchaser Group is in material default of any Purchaser Material Contract; and so far as the Purchaser is aware, no counterparty to any Purchaser Material Contract is in material default of any Purchaser Material Contract.

8 Related Party contracts

- 8.1 No member of the Purchaser Group is a party to any contract with any Related Party of the Purchaser.

9 Financing arrangements

9.1 Financings

9.1.1 There are no:

- (a) financing arrangements entered into by any member of the Purchaser Group for the borrowing of money for an amount exceeding \$50,000;

- (b) debentures, bonds, notes or similar debt instruments issued by any member of the Purchaser Group (whether by one instrument or by all of the instruments in a series) for an amount exceeding \$50,000; and
- (c) guarantees given by any member of the Purchaser Group, or to which that member of the Purchaser Group is otherwise subject, in relation to any other person for an amount exceeding \$50,000.

9.2 No defaults

- 9.2.1 There is no existing or unremedied breach of, or any event of default, cancellation event, prepayment event or similar event under, any agreement or arrangement referred to in 8.1 and the transactions contemplated by this document will not trigger any such breach, event of default, cancellation event, prepayment event or similar event.

9.3 No demands

- 9.3.1 No written notices or demands have been served on any member of the Purchaser Group that remain outstanding in relation to default or non-compliance under an agreement or arrangement in 9.1.

9.4 Enforcement

- 9.4.1 No legal or enforcement action has been taken, or demand made, by any party to enforce any security or other arrangement referred to in 9.1.1(c) that will, or would reasonably be likely to, have a Material Adverse Effect on the Purchaser Group.

10 Assets

10.1 Material assets

- 10.1.1 All material assets of the Purchaser Group are listed in the Purchaser Asset Schedule and are:
 - (a) fully paid for;
 - (b) either the absolute property of the Purchaser Group free and clear of all Encumbrances or used by the Purchaser Group under a contract under which it is entitled to use the assets on the terms and conditions of such a contract;
 - (c) not the subject of any lease or hire purchase agreement or agreement for purchase on deferred terms, other than in the ordinary course of business; and
 - (d) in the possession of the Purchaser Group, its agent or nominee, except as identified in the Purchaser Asset Schedule or otherwise as provided for or taken into account in the preparation of the Audited Accounts.

11 Permits and compliance with Laws

11.1 All Purchaser Permits obtained

11.1.1 Each member of the Purchaser Group has all permits, licences, authorities, registrations and approvals necessary to conduct the Purchaser Business (**Purchaser Permits**).

11.2 No revocation or variation

11.2.1 So far as the Purchaser is aware, there is no circumstance or fact which would or would be reasonably likely to:

- (a) result in the revocation or variation in any material respect of any of the Purchaser Permits; or
- (b) prejudice in any material respect the renewal of such Purchaser Permits.

11.3 Reports and returns

11.3.1 All reports, returns, payments and other information required to be made or given in respect of any Purchaser Permits have been duly made or given.

11.4 Compliance with Law

11.4.1 The Purchaser Business is conducted in compliance with all Laws and no member of the Purchaser Group has received any written notice from any Government Agency of any allegation of any contravention of any Law by that member of the Purchaser Group, in each circumstance where such contravention or non-compliance would result or be reasonably likely to result in a Material Adverse Effect on the Purchaser Group.

12 Properties

12.1 All land owned or occupied

12.1.1 The Purchaser Disclosure Materials contain details of all the land and premises owned, leased or otherwise occupied (and the terms of such leases or other occupation rights) by each member of the Purchaser Group, that are material to the conduct of the Purchaser Business (**Purchaser Properties**).

12.2 No disputes

12.2.1 There is no current dispute relating to any Purchaser Properties.

13 Intellectual Property

13.1 Ownership

13.1.1 (**List in Information Schedule**): The Information Schedule (under the heading 'Intellectual Property – Part B(i)' accurately describes:

- (a) all registered and unregistered business names and trade marks;
- (b) all registered patents and designs; and
- (c) all applications for registration of trade marks, patents and designs,

which are owned or used at any time by the Purchaser Group in connection with the Purchaser Business.

13.1.2 **(Right and title):** The Purchaser Group:

- (a) owns all right, title and interest in and to the Intellectual Property Rights;
- (b) has not licensed any of the Intellectual Property Rights to any third party other than in the ordinary course of business; and
- (c) has not otherwise assigned or disposed of any right, title or interest in the Intellectual Property Rights.

13.1.3 **(Legally and beneficially owned):** The Intellectual Property Rights are:

- (a) not being presently infringed, nor are they the subject of any dispute litigation or expungement application (whether threatened or otherwise); and
- (b) not subject to any licence or authority in favour of any third party (other than in the ordinary course of business), and the exercise of them does not infringe the rights of any other parties.

13.2 Confidential Information

13.2.1 So far as the Purchaser is aware, there has not been any material misuse or unauthorised disclosure of any Confidential Information.

13.3 Intellectual Property Licences

13.3.1 The Information Schedule (under the heading 'Intellectual Property – Part B(ii)' accurately describes the Intellectual Property Licences of the Purchaser Group and each is valid, binding and enforceable in accordance with its terms. The Purchaser Group has complied in all material respects with the terms of the Intellectual Property Licences, and no act or omission has occurred which would entitle a licensor under an Intellectual Property Licence to terminate that licence.

13.4 No use by other persons

13.4.1 The Purchaser is not aware of any use by any other person of any business name or trade mark owned or used by any member of the Purchaser Group other than in the ordinary course of business.

13.5 No infringement of other right

13.5.1 None of the Intellectual Property Rights or other processes now or at any time employed or used by the Purchaser Group, constitute or may constitute an unauthorised infringement of any intellectual property rights of any other person where such infringement would or might reasonably be expected to give rise to a Material Adverse Effect on the Purchaser Group.

14 Information technology

14.1 Purchaser Systems

14.1.1 The information technology and telecommunications systems, hardware and software owned or used by the Purchaser Group in the conduct of the

Purchaser Business as at the Execution Date (**Purchaser Systems**) comprise all the material information technology and telecommunications systems, hardware and software necessary for the conduct of the Purchaser Business as conducted at Completion.

14.2 Software

14.2.1 The Purchaser Group either owns or is validly licensed to use the software comprised in the Purchaser Systems.

14.3 No Systems failures

14.3.1 In the twelve months before the Execution Date, there have been no bugs in, outages, failures, breakdowns or substandard performance of, any systems that have had any Material Adverse Effect on the Purchaser Business. and the Purchaser is not aware of any fact or matter that would or would be reasonably likely to cause any such bug, outage, failure, breakdown or substandard performance following Completion if the Purchaser Systems are used on substantially the same basis as they are used as at the Execution Date.

14.4 Support

14.4.1 The Purchaser Disclosure Materials include:

- (a) the terms of all support agreements under which preventative and corrective maintenance services, software upgrades and helpdesk services for the systems are provided to the Purchaser Group;
- (b) the Purchaser Group's disaster recovery plans in respect of the Systems; and
- (c) all security measures employed by the Purchaser Group to prevent unauthorised access or damage to the Purchaser Systems or destruction or corruption of data stored or processed by the Purchaser System.

15 No Litigation

15.1 No current Purchaser Litigation

15.1.1 No Purchaser Group member is a party to any prosecution, litigation, arbitration proceedings or administrative or governmental challenge or investigation (**Purchaser Litigation**).

15.2 No pending Purchaser Litigation

15.2.1 So far as the Purchaser is aware, there is no Purchaser Litigation pending, threatened, anticipated or contemplated against any member of the Purchaser Group.

15.3 No outstanding judgments

15.3.1 There are no unsatisfied or outstanding judgments, orders, decrees, stipulations, or notices against any member of the Purchaser Group.

16 Insurance

16.1 Disclosure of Purchaser Insurance

- 16.1.1 The Information Schedule (under the heading 'Insurance – Part B' accurately details all contracts of insurance and indemnity in force in respect of the property and assets of the Purchaser Group (**Purchaser Insurances**).

16.2 Insurance contracts still valid

- 16.2.1 The Purchaser Insurances are in force and there is no fact or circumstance known to the Purchaser which would render any Purchaser Insurances void, voidable or unenforceable in any material respect.

16.3 No claims remain unpaid

- 16.3.1 There are no material Claims made but unpaid under the Purchaser Insurances (or any insurance policies previously held), and so far as the Purchaser is aware, no material threatened or pending Claims.

17 Taxation

17.1 Taxation Liabilities

- 17.1.1 All Tax and Duty arising under any Tax Law for which any member of the Purchaser Group is liable or for which any member of the Purchaser Group is liable to account has been duly paid or accrued (in so far as such Tax or Duty ought to have been paid or accrued).
- 17.1.2 No member of the Purchaser Group is, or will in the future become, subject to any Tax or Duty on or in respect of or by reference to its profits, gains, income, sales, disposals of or transactions in relation to assets, inventory, or other property for any period up to and including Completion in excess of the provision for Tax and Duty included in the Audited Accounts.
- 17.1.3 No member of the Purchaser Group has done anything which has or would give rise to a liability to Tax under the *Taxation (Unpaid Company Tax) Assessment Act 1982* (Cth), whether or not that liability has been discharged.

17.2 Withholding Tax

- 17.2.1 Any obligation on any member of the Purchaser Group under any Tax Law to withhold amounts at source has been complied with.

17.3 Tax returns

- 17.3.1 The Purchaser Group has submitted any necessary information, notices, computations and returns to the relevant Government Agency in respect of any Tax or any Duty relating to the Purchaser Group.
- 17.3.2 No Tax return, election or notice lodged or filed by the Purchaser Group contains either of the following:
- (a) a false or misleading statement or omits to refer to a matter which is required to be included or without which the statement is false or misleading; or

- (b) a material error or a material omission relating to the assessment of Tax of the Purchaser Group;
- 17.3.3 The Purchaser Group has maintained sufficient records to support all returns lodged or filed relating to Tax and Duty and to comply with any Tax Law.
- 17.4 No Tax audit
 - 17.4.1 The Purchaser Group has not within the past 12 months suffered any investigation, audit or visit by the Commissioner of Taxation or any Revenue Authority, and so far as the Purchaser is aware, there is no such investigation audit or visit planned for the next 12 months.
- 17.5 Penalties and interest
 - 17.5.1 There are no circumstances by reason of which any member of the Purchaser Group will become liable to pay any fine, penalty, surcharge or interest whether charged by virtue of the provisions of any Tax Law.
- 17.6 Records
 - 17.6.1 Each member of the Purchaser Group has maintained proper and adequate records to enable it to comply in material respects with its obligations to:
 - (a) prepare and submit any information, notices, computations, payments and returns required in respect of any Tax Law;
 - (b) prepare any accounts necessary for compliance with any Tax Law; and
 - (c) retain necessary records as required by any Tax Law, and such records are accurate in all material respect.
- 17.7 Franking account
 - 17.7.1 Each member of the Purchaser Group has:
 - (a) complied with the provisions of Part 3-6 of the ITAA 97 and has maintained records of all franking debits and franking credits which are sufficient for the purposes of that legislation;
 - (b) franked the required amount to all dividends paid since the Audited Accounts Date;
 - (c) not done anything or been involved in any scheme, arrangement or transaction (other than making a franked distribution or receiving a tax refund) or series of schemes, arrangements or transactions which, or any part of which, caused or may cause a franking debit to arise in the Purchaser Group's franking account; and
 - (d) not been party to or otherwise involved in any transaction which caused a franking deficit to arrive at the end of the franking year following Completion including by franking a dividend paid after Completion.
- 17.8 No tainting
 - 17.8.1 No member of the Purchaser Group has a share capital account that is tainted under section 160ARDM of the ITAA 36 or within division 197 of the

ITAA 97 by the transfer of an amount to the share capital account from any of its other accounts.

17.9 Capital gains Tax

17.9.1 No member of the Purchaser Group has sought capital gains Tax relief under sub division 126 of the ITAA 97 or section 160ZZO of the ITAA 36 in respect of any asset it acquired and that it still owns immediately after Completion.

17.10 No dispute

17.10.1 No member of the Purchaser Group has made a false or misleading statement to a taxation officer within the meaning of any Tax Law in relation to any income or franking year and there is no unresolved dispute with any revenue authority involving that member of the Purchaser Group.

17.11 Interposed entity election

17.11.1 No member of the Purchaser Group has ever made an interposed entity election pursuant to the trust loss provisions of the ITAA 36.

17.12 Australian resident

17.12.1 Each member of the Purchaser Group is and has throughout the period since incorporation been resident in Australia for corporation tax purposes.

17.13 Tax avoidance

17.13.1 No member of the Purchaser Group has been a party to, or participated in transactions or arrangements that could give rise to the exercise by the Revenue Authority of its powers under the Tax Law in relation to losses and outgoings incurred under tax avoidance schemes or in relation to international agreements or schemes to reduce income Tax.

17.14 Public officer

17.14.1 The office of public officer as required by Tax Law has always been occupied.

17.15 GST

17.15.1

17.15.2 Each member of the Purchaser Group has complied with all of its obligations under the GST legislation.

17.15.3 If under or by virtue of any agreement to which any member of the Purchaser Group is a party, any GST is liable to be paid in connection with any Taxable Supply made by that member of the Purchaser Group under that agreement, that member of the Purchaser Group has the right to recover from the party required to pay for the Taxable Supply an amount so that after meeting any liability to pay GST that member of the Purchaser Group retains the same amount as if GST was not payable in connection with the Taxable Supply.

17.16 Duty

17.16.1 All Duty and other Tax and Duty payable in respect of every agreement, document or transaction to which any member of the Purchaser Group is or has been a party or by which any member of the Purchaser Group derives or has derived, a substantial benefit, has been duly paid.

- 17.16.2 No member of the Purchaser Group has sought and been granted Duty corporate reconstruction relief in the previous 5 years, and no member of the Purchaser Group has been the subject of any review, audit, investigation by any Government Agency and there has not been any correspondence regarding Duty affairs in relation to any member of the Purchaser Group (other than general correspondence).

18 Employees

18.1 Employee Entitlements

- 18.1.1 The Employee Entitlement Register accurately sets out the material terms of the Purchaser' Group's Employee arrangements as at the Execution Date.

18.2 Contracts enforceable

- 18.2.1 Each of the contracts entered into by each member of the Purchaser Group with employees or consultants is enforceable against the parties to it and so far as the Purchaser is aware, there is no party in breach of, or in default under, any such contract.

18.3 No change since Audited Accounts Date

- 18.3.1 Since the Audited Accounts Date, no member of the Purchaser Group has paid any bonuses or increases in salary (other than normal increases to employees in the ordinary course of business or as imposed by industrial awards) or otherwise altered the remuneration, emoluments or benefits or other conditions of employment of any Officers or employees of that member of the Purchaser Group.

18.4 No collective agreements

- 18.4.1 No member of the Purchaser Group is a party to any collective agreement or enterprise bargain agreement or other agreement or arrangement, or is involved in any industrial dispute with any trade union or other organisation of employees, which will or would reasonably be likely to, have a Material Adverse Effect on the Purchaser Group.

18.5 No changes to directors' benefits

- 18.5.1 Since the Audited Accounts Date, no member of the Purchaser Group has paid any remuneration or fees to its directors other than normal remuneration to directors.

18.6 Compliance with awards and agreements

- 18.6.1 In respect of current employees and former employees, each member of the Purchaser Group has complied in all material respects with all applicable industrial awards and agreements and all statutory requirements.

18.7 No offer of employment

- 18.7.1 No member of the Purchaser Group has made any offer of work or any appointment of an individual (or any company controlled by an individual as a senior executive, or as an independent contractor) for a term of 12 months or more or for payment of \$50,000 or more per annum, that remains capable of

acceptance and that cannot be terminated without penalty on less than 4 weeks' notice.

18.8 Payments made

18.8.1 Each member of the Purchaser Group has paid all amounts due to the Purchaser Group's Employees.

18.9 Termination

18.9.1 The employment of each Purchaser Group Employee can be lawfully terminated on 4 weeks' notice or less without payment of any damages or compensation, including any severance or redundancy payments.

19 Superannuation

19.1 Superannuation Funds

19.1.1 The Purchaser has provided to the Purchaser complete copies of all material documents and information relating to the Superannuation Funds.

19.1.2 The Superannuation Funds are the only superannuation schemes or arrangements to which the Purchaser Group contributes or is obliged to contribute.

19.2 Funding of Superannuation Funds

19.2.1 Contributions due to the Superannuation Funds from each member of the Purchaser Group are up to date or accounted for in the Audited Accounts.

20 Material disclosure

20.1 All material information

20.1.1 The Purchaser Disclosure Materials were prepared in good faith for the purposes of informing the Vendors about the Purchaser Shares and:

- (a) no information has been knowingly, recklessly or negligently omitted from the Purchaser Disclosure Materials that the Vendors have requested in their due diligence investigations; and
- (b) so far as the Purchaser is aware, all factual or historical information set out in the Purchaser Disclosure Materials is true and accurate in all material respects and there is no fact or matter (whether by inclusion or omission) that renders any such information untrue, inaccurate or misleading in any material respect. This Vendor Warranty does not apply to any expression or statement of intention, opinion, belief or expectation that concerns the future performance or prospects of the Purchaser nor any forecast, forward looking statement or projection contained in the Purchaser Disclosure Materials.

Schedule 4 Transaction Timetable

Event	Date
Dispatch Notice of Meeting (including Explanatory Memorandum and Independent Expert's Report)	February 2018
Shareholder meeting	March 2018
Completion	March 2018




Execution

Executed as an agreement

Date: 13 January 2018

Executed by)
Goldfields Money Limited)
ACN 087 651 849)
in accordance with section 127 of)
the *Corporations Act 2001* (Cth) by:)



Signature of Director

Simon Lyons

Print name of Director



Signature of Director / Company Secretary

Peter Wallace

Print name of Director / Company Secretary

Executed by
Finsure Holding Pty. Ltd.
ACN 165 350 345
in accordance with section 127 of
the *Corporations Act 2001* (Cth) by:

Signature of Director

John Kolenda


Print name of Director

Signature of Director / Company Secretary

Calvin Ng

Print name of Director / Company Secretary

Executed by)
1800Homeloans Pty Ltd)
ACN 146 268 957 in its capacity as)
trustee of the Phoenix Aggregation Unit)
Trust)
in accordance with section 127 of)
the *Corporations Act 2001* (Cth) by:)




Signature of Sole Director & Company Secretary

John Kolenda

Print name of Sole Director & Company Secretary

Executed by)
1300Homeloan Pty Ltd)
ACN 118 495 140 in its capacity as)
trustee of the 1300Homeloan trust)
in accordance with section 127 of)
the *Corporations Act 2001* (Cth) by:)



Signature of Sole Director & Company Secretary

John Kolenda

Print name of Sole Director & Company Secretary


Executed by
Daring Investments Pty. Ltd.
ACN 059 818 807
in accordance with section 127 of
the *Corporations Act 2001* (Cth) by:



Signature of Director

John Kolenda

Print name of Director

)
)
)
)
)
)
)
)
)
)


Signature of Director

Milenka Kolenda

Print name of Director

Executed by
Koleet Pty. Ltd.
ACN 076 194 128 in its capacity as
trustee of the Kolenda Family Trust
in accordance with section 127 of
the *Corporations Act 2001* (Cth) by:

Signature of Director

Joseph Kolenda

Print name of Director

Signature of Director

Susan Kolenda

Print name of Director

Executed by
Daring Investments Pty. Ltd.
ACN 059 818 807
in accordance with section 127 of
the *Corporations Act 2001* (Cth) by:

Signature of Director

John Kolenda

Print name of Director

Signature of Director

Milenka Kolenda

Print name of Director

Executed by
Koleet Pty. Ltd.
ACN 076 194 128 in its capacity as
trustee of the Kolenda Family Trust
in accordance with section 127 of
the *Corporations Act 2001* (Cth) by:

Signature of Director

Joseph Kolenda

Print name of Director

Signature of Director

Susan Kolenda

Print name of Director



Executed by)
Loan Packaging Australia Pty. Ltd.)
ACN 053 922 017)
in accordance with section 127 of)
the *Corporations Act 2001* (Cth) by:)

Warren McLeland

Signature of Director

Warren McLeland

Print name of Director

Peter Fitzpatrick

Signature of Company Secretary

Peter Fitzpatrick

Print name of Company Secretary



Executed by)
Resimac Limited)
ACN 002 997 935)
in accordance with section 127 of)
the *Corporations Act 2001* (Cth) by:)

Warren McLeland

Signature of Director

Warren McLeland

Print name of Director

Peter Fitzpatrick

Signature of ~~Director~~ / Company Secretary

Peter Fitzpatrick

Print name of ~~Director~~ / Company Secretary



Executed by)
Noah James Investments Pty Ltd)
ACN 104 998 807 in its capacity as)
trustee of the Rocco Veneziano Family)
Trust)
in accordance with section 127 of)
the *Corporations Act 2001* (Cth) by:)


Signature of Sole Director & Company Secretary

Rocco Veneziano

Print name of Sole Director & Company Secretary

Executed by)
Zach Veneziano Pty Ltd)
ACN 123 829 087 in its capacity as)
trustee of the Veneziano)
Superannuation Fund)
in accordance with section 127 of)
the *Corporations Act 2001* (Cth) by:)


Signature of Director

Rocco Veneziano

Print name of Director


Signature of Director

Aaliyah Veneziano

Print name of Director

Executed by
Ng Capital Management Pte Ltd
by its duly authorised signatory:

Signature of Authorised Signatory

KAR WING NG

Print name of Authorised Signatory

Executed by **Kar Wing Ng** in the
presence of:

Signature of witness

ERIC CHAN

Name

Signature of party

Executed by
Ng Capital Management Pty Ltd
ACN 143 682 008 in its capacity as
trustee of the CNG Investment Trust
in accordance with section 127 of
the *Corporations Act 2001* (Cth) by:

Signature of Director

Kar Wing Ng

Print name of Director

Signature of Director

Eric King Wai Chan

Print name of Director

Executed by
Holding Corporation Pty. Ltd.
ACN 617 153 616 in its capacity as
trustee of the NG Family Super Fund
in accordance with section 127 of
the *Corporations Act 2001* (Cth) by:

)
)
)
)
)
)

Signature of Director

Yow Ting Lee

Print name of Director

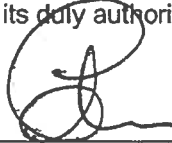


Signature of Director

Eric King Wai Chan

Print name of Director

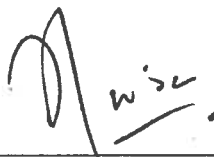
Executed by
Abbymore Pte Ltd
by its duly authorised signatories:



Signature of Authorised Signatory

COLIN THOMAS MULLINS

Print name of Authorised Signatory

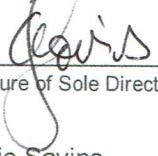


Signature of Authorised Signatory

Florensia Leovanny Wong

Print name of Authorised Signatory

Executed by)
Savot 1 Pty. Ltd.)
ACN 615 282 758 in its capacity as)
trustee of The Savins Family Trust)
in accordance with section 127 of)
the *Corporations Act 2001* (Cth) by:)

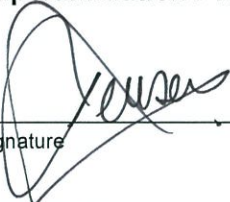


Signature of Sole Director & Company Secretary

Cherie Savins

Print name of Sole Director & Company Secretary


Executed by)
Andrew Jensen and Kate Jensen in)
their capacity as trustees of the Andrew)
Jensen and Kate Jensen ATF A&K)
Superannuation Fund:)
)



Signature

Andrew Jensen

Print name



Signature

Kate Jensen

Print name



Annexure A – Voluntary Escrow Deed



Voluntary Escrow Deed

Goldfields Money Limited

ACN 087 651 849

and

[Seller]

2018

THIS DEED is made on

BETWEEN:

- (1) **Goldfields Money Limited** ACN 087 651 849 (the **Company**);
- (2) **[insert name of Seller]** of **[insert address]** (**Holder**);

RECITALS

- (A) The Company is listed on the Official List of the ASX.
- (B) The Holder has agreed with the Company to place their Voluntary Escrow Shares in voluntary escrow for each respective Escrow Period on the terms set out in this deed.

THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

The following definitions apply in this deed.

ASX means ASX Limited ABN 98 008 624 691 or, if the context requires, the financial market conducted by it.

ASX Listing Rules means the listing rules of ASX.

ASX Settlement Rules means the operating rules of ASX Settlement Pty Limited (ABN 49 008 504 532) and, to the extent that they are applicable, the operating rules of each of ASX and ASX Clear Pty Limited (ABN 48 001 314 503).

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

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

Completion has the same meaning as in the Share Sale & Purchase Agreement.

Dispose includes:

- (a) the meaning given to that term by the Listing Rules; and
- (b) in relation to any Voluntary Escrow Shares, to:
 - (i) sell, assign, transfer, convert, surrender, cancel, convey, make a gift of or otherwise dispose (directly or indirectly) of any interest in those Voluntary Escrow Shares;
 - (ii) declare a trust over any interest in those Voluntary Escrow Shares;
 - (iii) encumber or grant a security interest over or otherwise use as collateral those Voluntary Escrow Shares;
 - (iv) grant or exercise an option in respect of those Voluntary Escrow Shares;
 - (v) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of,

or transferring or decreasing an economic interest in, any of the Voluntary Escrow Shares; or

- (vi) agree to do any of those things.

Escrow Period means the period commencing on Completion until **[[Escrowed Vendors other than Resimac Limited and Loan Packaging Australia Pty Ltd:] the date of announcement on the ASX of the Company's results for the six month period ending 31 December 2019 / [Resimac Limited and Loan Packaging Australia Pty Ltd:] the date which is 12 months following Completion]**.

Holding Lock has the meaning given to that term in the Listing Rules.

Person means any individual, partnership, corporation, company, association, trust, joint venture, limited liability company, unincorporated organisation, entity or division.

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

Share Sale & Purchase Agreement means the sale and purchase agreement dated **[●]** between, amongst others, the Company and the Holder.

Voluntary Escrow Shares means all the Shares issued to the Holder under the Share Sale & Purchase Agreement.

1.2 Rules for interpreting this deed

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

- (a) A reference to:
- (i) **(legislation)** legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) **(documents/agreements)** a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) **(parties)** a party to this deed or to any other document or agreement includes a permitted substitute or a permitted assign of that party;
 - (iv) **(persons)** a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (v) **(parts of things)** anything (including a right, obligation or concept) includes each part of it.
- (b) **(number)** A singular word includes the plural, and vice versa.
- (c) **(gender)** A word which suggests one gender includes the other genders.
- (d) **(parts of speech)** If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.

- (e) **(examples)** If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (f) A reference to **dollar** or **\$** is to Australian currency.
- (g) The word **agreement** includes an undertaking or other binding arrangement or understanding, whether or not in writing.
- (h) The words **relative**, **subsidiary**, **holding company** and **related body corporate** have the same meanings as in the Corporations Act.

1.3 **Non Business Days**

If the day on or by which a person must do something under this deed is not a Business Day the person must do it on or by the next Business Day.

1.4 **Compliance with ASX Listing Rules**

During the Escrow Period and for so long as the Company is listed on the official list of the ASX:

- (a) notwithstanding anything contained in this deed, if the ASX Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this deed prevents an act being done that the ASX Listing Rules require to be done;
- (c) if the ASX Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the ASX Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;
- (e) if the ASX Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and
- (f) if any provision of this deed is or becomes inconsistent with the ASX Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

2. **ESCROW RESTRICTIONS**

2.1 **Restrictions**

Subject to clause 2.2, during the Escrow Period, the Holder must not Dispose of, or agree or offer to Dispose of, any of the Voluntary Escrow Shares.

2.2 **Exceptions**

- (a) To enable the Holder to accept an offer under a takeover bid made under Chapter 6 of the Corporations Act in relation to its Voluntary Escrow Shares or to enable its Voluntary Escrow Shares to be transferred or cancelled as part of a merger by scheme of arrangement under Part 5.1 of the Corporations Act, the Company must remove the Holding Lock on those Voluntary Escrow Shares if any of the following conditions are met:
 - (i) in the case of a takeover bid, a takeover bid is made to acquire all, or a specified proportion of the Shares and holders of at least half of the Shares

that are the subject of the takeover bid and that are not subject to any voluntary escrow deed entered into in connection with this deed have accepted the takeover bid;

- (ii) in the case of an off-market bid, if the offer is conditional, the bidder and the Holder agree in writing that the Holding Lock will be applied for each Voluntary Escrow Share that is not bought by the bidder under the off-market bid; or
 - (iii) in the case of a merger by scheme of arrangement under Part 5.1 of the Corporations Act, the Holder agrees in writing that the Holding Lock will be applied if the merger does not take effect.
- (b) During the Escrow Period, the Holder may Dispose of any of its Voluntary Escrow Shares to the extent the Disposal is required by applicable law (including an order of a governmental authority or a court of competent jurisdiction).
 - (c) During the Escrow Period, the Holder may Dispose of any of its Voluntary Escrow Shares if the Disposal is in connection with an equal access share buyback or an equal capital reduction made in accordance with the Corporations Act.
 - (d) During the Escrow Period, the Holder may Dispose of any of its Voluntary Escrow Shares if the Disposal is to a relative or a related body corporate provided that the transferee enters into a deed with the Company on the same terms as this Voluntary Escrow Deed.

2.3 **Announcements relating to Disposals**

- (a) If the Holder becomes aware:
 - (i) that a Disposal of any its Voluntary Escrow Shares has occurred, or is likely to occur, during the Escrow Period; or
 - (ii) of any matter which is likely to give rise to a Disposal of any of its Voluntary Escrow Shares during the Escrow Period,

it must notify the Company in writing as soon as practicable after becoming aware of the Disposal or the matters giving rise to the Disposal or likely Disposal, providing full details.

- (b) Subject to clause 2.3(c), the Company may make a public announcement in respect of a Disposal to the extent that, in the reasonable opinion of the Company's directors, disclosure is required by law or by any notice, order or regulation of any regulatory authority (including the ASX Listing Rules) which is binding on the Company (a **Disclosure Obligation**).
- (c) The Company and the Holder must consult with each other and use reasonable endeavours to agree to the content of any announcement the Company may wish to make, but only to the extent reasonably possible without contravening the requirements of the Disclosure Obligation and having regard to the mandatory and/or punitive sanctions that may or are threatened to be imposed under the Disclosure Obligation.
- (d) Each Holder must not issue any comment regarding a Disposal without the prior written consent of the Company other than as may be required by law or by any notice, order or regulation of any regulatory authority (including the ASX Listing Rules) which is binding on the Holder.

3. **WARRANTIES**

3.1 **Giving of warranties**

Each of the warranties and representations in this clause 3 is given at the date of this deed and are repeated as at the date the Escrow Period begins.

The warranties and representations in this clause 3 are given in respect of any and all Voluntary Escrow Shares.

3.2 **Warranties of the Holder**

The Holder warrants and represents in favour of the Company the following:

- (a) Before the Escrow Period begins, he or she has not done, or omitted to do, any act which would breach clause 2 of this deed if it were an act or omission which would take effect during the Escrow Period.
- (b) The Holder:
 - (i) owns, or will own the Voluntary Escrow Shares immediately following Completion; or
 - (ii) subject to this deed, has the right to Dispose of its Voluntary Escrow Shares or will have such a right immediately following Completion.

3.3 **Warranties**

Each of the Holder and the Company warrants and represents in favour of the other the following:

- (a) It has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms.
- (b) This deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms.
- (c) It has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed.
- (d) The execution, delivery and performance by it of this deed does not and will not violate, breach or result in a contravention of any applicable law, regulation or authorisation.

3.4 **Breach of warranties**

A breach of any of the warranties in clause 3 is a breach of the terms of this deed.

4. **HOLDING LOCK**

4.1 **Agreement to Holding Lock**

Subject to clause 4.2, the Holder agrees to the application of a Holding Lock to the Voluntary Escrow Shares.

4.2 **Application of Holding Lock**

The Company will apply a Holding Lock to the Voluntary Escrow Shares as soon as practicable after execution of this deed and will remove the Holding Lock with respect to the Voluntary Escrow Shares if required under clause 4.3.

4.3 **Removal of Holding Lock**

- (a) Upon request by the Holder, the Company must remove the Holding Lock with respect to Voluntary Escrow Shares if the Disposal is permitted under clause 2.2.
- (b) The Company must remove the Holding Lock with respect to Voluntary Escrow Shares on the Business Day after the end of the Escrow Period.
- (c) In respect of clauses 4.3(a) and 4.3(b) above, the Company will notify ASX that the Voluntary Escrow Shares will be released from the escrow restrictions set out in this deed in respect of some or all of the Voluntary Escrow Shares, in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

5. **PERMITTED DEALINGS WITH THE VOLUNTARY ESCROW SHARES**

Except as expressly provided for in clause 2 or clause 6.2, nothing in this deed restricts the Holder from dealing with the Voluntary Escrow Shares or exercising rights attaching to, or afforded to the Holder in respect of the Voluntary Escrow Shares including, without limitation, by:

- (a) exercising any voting rights attaching to the Voluntary Escrow Shares;
- (b) receiving or being entitled to any dividend, return of capital or other distribution attaching to the Voluntary Escrow Shares; and
- (c) receiving or participating in any right or bonus issue in connection with the Voluntary Escrow Shares.

6. **BREACH**

6.1 **Prevention of anticipated breach**

If it appears to the Company, based on reasonable grounds, that the Holder is likely to breach this deed, the Company may take any steps considered by the Company (acting reasonably) to be necessary or desirable to prevent the breach or to enforce this deed as soon as practicable after becoming aware of the potential breach.

6.2 **Consequences of breach**

- (a) If the Holder breaches this deed, subject to the ASX Listing Rules and the ASX Settlement Rules:
 - (i) the Company may take the steps necessary to enforce this deed, or to rectify the breach;
 - (ii) the Holder must, upon request by the Company, take any steps considered by the Company to be necessary or desirable to enforce this deed, or to rectify the breach, as soon as practicable after becoming aware of the breach;
 - (iii) in addition to any other rights or remedies of the Company, the Company may refuse to acknowledge, deal with, accept or register any Disposal of any of the Voluntary Escrow Shares; and

- (iv) the Holder ceases to be entitled to any dividends, distributions or voting rights while the breach continues.
- (b) If the Holder breaches this deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (c) The parties agree that damages would be an insufficient remedy for breach of this deed and the Holder agrees that the Company is entitled to seek an injunction or specific performance to enforce the Holder's obligations under this deed without proof of actual damage and without prejudice to any of its other rights or remedies.

7. **CONDITIONAL**

The undertakings of the Holder pursuant to this deed are conditional upon quotation of the Voluntary Escrow Shares on ASX occurring.

8. **NOTICES**

- (a) A notice, consent or other communication under this deed is only effective if it is in writing, signed and either left at the addressee's address or sent to the addressee by mail, fax or email.
- (b) A notice, consent or other communication that complies with this clause is regarded as given and received:
 - (i) if it is delivered, when it has been left at the addressee's address;
 - (ii) if it is sent by mail, three Business Days after it is posted; or
 - (iii) if it is sent by fax, when the addressee actually receives it in full and in legible form; and
 - (iv) if it is sent in electronic form when the sender receives confirmation on its server that the message has been transmitted.
- (c) A person's addresses and fax number are those set out below, or as the person notifies the sender:

Company

Address: 120 Egan Street, Kalgoorlie, Western Australia, 6430
 Email Address: mcowell@goldfieldsmoney.com.au
 Attention: Malcolm Cowell, Company Secretary

Holder

Address: [•]
 Email Address: [•]
 Attention: [•]

9. **GENERAL**

9.1 **Amendment**

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

9.2 **Governing law**

- (a) This deed is governed by the law in force in New South Wales.
- (b) Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales, and any court that may hear appeals from any of those courts, for any proceedings in connection with this deed, and waives any right it might have to claim that those courts are an inconvenient forum.

9.3 **Liability for expenses**

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

9.4 **Giving effect to this deed**

Each party must do anything (including execute any document) that the other party may reasonably require to give full effect to this deed.

9.5 **Waiver of rights**

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

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

9.6 **Operation of this deed**

- (a) This deed contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this deed and has no further effect.
- (b) Any provision of this deed which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this deed enforceable, unless this would materially change the intended effect of this deed.

9.7 **Inconsistency with other documents**

If this deed is inconsistent with the any other document or agreement between the parties, including the Share Sale & Purchase Agreement, this deed prevails to the extent of the inconsistency.

9.8 **Counterparts**

This deed may be executed in counterparts.

EXECUTED as a deed.

EXECUTED by **GOLDFIELDS MONEY LIMITED:**

Signature of director

Signature of director/secretary

Name

Name

[Insert execution block for the Holder]

Annexure B – Advance Notice of Exit Event

[Addressee]

Dated: [Date]

Dear Sir/Madam

Capitalised terms which are not defined in this notice have the same meanings given to them in the Shareholders Agreement between (among others) Finsure Holding Pty Ltd (the "Company"), 1800 Homeloans Pty Limited as trustee for the Phoenix Aggregation Unit Trust ("1800Homeloans") and Resimac Limited (the "Shareholders Agreement"), unless the context requires otherwise.

1800Homeloans has given the Board notice of its intention to seek a Share Sale (the "Exit Notice") and certain Shareholders, including 1800Homeloans (together, the "Selling Shareholders") have agreed to Dispose of their Shares to Goldfields Money Limited (the "Buyer").

We understand that you hold convertible notes which give you a conditional right to acquire Shares in certain circumstances. It is anticipated that your convertible notes will convert into Shares before on or immediately before closing of the sale to the Buyer. [Following amendments to the Convertible Note Deed Poll, you may be required to hold shares issued to you on the conversion of your convertible notes through a nominee.] Once you (or your nominee) become[s] a Shareholder, you (or your nominee) will be required to comply with the provisions of clause 12 of the Shareholders Agreement. This will require you (or your nominee), as a Party, to procure all steps are taken as are required (including any steps set out in the Exit Notice) to effect such Share Sale.

A copy of the Exit Notice is enclosed.

Kind regards