

22 July 2015

Market Announcements Platform
 ASX Limited
 Exchange Centre
 20 Bridge Street
 Sydney NSW 2000

Terms and Conditions of Performance Shares

Class A Performance Shares

Omni Market Tide Limited (the **Company**) confirms that the terms and conditions of the Class A Performance Shares are as follows:

1. Definitions

Words with a capitalised letter in these Terms have the meaning given below:

ASX Listing Rules	the official rules of the Australian Securities Exchange.
Audited Revenue	the audited revenue of the Company as disclosed under the Company's annual financial reports filed with the Australian Securities and Investments Commission.
Constitution	the constitution of the Company.
Conversion Event	<ul style="list-style-type: none"> the achievement of any of the Class A Performance Hurdles set out in clause 4(a); or the happening of any of the event/s set out in clause 4(e).
Deal	means to sell, transfer, assign, novate, vary, mortgage, encumber, create any equitable interest, share any rights, or otherwise deal with any right, title or interest, or agreement to do any of these actions.
Directors	the directors of the Company, as appointed pursuant to the Constitution from time to time.
Omni Market Tide Product	means a stakeholder engagement platform owned and operated by GRT App.
Holder	a holder of Class A Performance Shares.
Class A Performance Hurdles	the performance hurdles set out in clause 4(a).
Terms	means these terms of issue which apply to the Class A Performance Shares.

2. Interpretation

Grammatical variations of any words or phrases defined in clause 1 have a corresponding meaning.

3. Class A Performance Shares

- The Class A Performance Shares are issued with the rights and on the terms set out in these Terms.
- These Terms have been determined by the Directors in accordance with clause 2.2 of the Constitution.

- (c) These Terms prevail to the extent of any inconsistency with the Constitution.
- (d) Once a Conversion Event occurs in respect of the Class A Performance Shares, that number of Class A Performance Shares that are subject to the Conversion Event will no longer be governed by these Terms, but will be converted to one fully paid ordinary share in the capital of the Company (**Share**) and their terms will be varied so that they are subject to the same rights and terms as all other fully paid Shares.

4. Conversion

(a) Subject to paragraph 4(b) below:

- (i) 7,500,000 Class A Performance Shares will convert into 7,500,000 Shares if the Audited Revenue of GRT App during any financial year is equal to or greater than \$3,000,000;
- (ii) 7,500,000 Class A Performance Shares will convert into 7,500,000 Shares if the Audited Revenue of GRT App during any financial year is equal to or greater than \$4,000,000;
- (iii) 7,500,000 Class A Performance Shares will convert into 7,500,000 Shares if the Audited Revenue of GRT App during any financial year is equal to or greater than \$6,000,000; and
- (iv) 7,500,000 Class A Performance Shares will convert into 7,500,000 Shares if the Audited Revenue of GRT App during any financial year is equal to or greater than \$8,000,000.

(b) On the occurrence of a Conversion Event, the allocation of Shares issued will be on a pro rata basis to all Holders.

(c) Class A Performance Hurdles must be met by the follow date (**Expiry Date**):

- (i) for the Class A Performance Hurdles identified under clauses 4(a)(i), 4(a)(ii) and 4(a)(iii), on or before 31 December 2018; and
- (ii) for the Class A Performance Hurdle identified under clause 4(a)(iv), on or before 5 years after the issue date of the Class A Performance Shares.

(d) If any Class A Performance Hurdle is not met by its respective Expiry Date, the Class A Performance Shares held by each Holder connected to that Class A Performance Hurdle will automatically consolidate into one Class A Performance Share and will then convert into one Share for each Holder.

(e) All Class A Performance Shares on issue shall automatically convert into Shares on a one for one basis up to a maximum number that is equal to 10% of the Company's issued Share capital (as at the date of any of the following events) upon the happening of any of the following events:

- (i) the occurrence of the offeror under a takeover offer in respect of all Shares announcing that it has achieved acceptances in respect of more than 50.1% of Shares and that takeover bid has become unconditional; or
- (ii) the announcement by the Company that Shareholders have at a Court convened meeting of Shareholders voted in favour, by the necessary majority, of a proposed scheme of arrangement under which all the Company's securities are to be either:
 - (A) cancelled; or
 - (B) transferred to a third party; and

(C) the Court, by order, approves the proposed scheme of arrangement.

(f) the Company will ensure the allocation of Shares issued under paragraph 4(e) is on a pro rata basis to all Holders in respect of their respective holdings of Class A Performance Shares and all remaining Class A Performance Shares held by each Holder will automatically consolidate into one Class A Performance Share and will then convert into one Share.

5. Voting rights

Each Holder shall have the right to receive notice of and attend but not to vote at any meeting of Shareholders.

6. Dividends

The Class A Performance Shares shall not have any right to receive dividends (whether cash or non-cash) from the profits of the Company at any time.

7. Dealings

A Holder must not Deal with the Class A Performance Shares.

8. Access to documents and information

A Holder has the right to receive notices of general meetings and financial reports and accounts of the Company that are circulated to Shareholders of the Company, and a right to attend a meeting of Shareholders of the Company.

9. Other terms and conditions

(a) A Holder will not be entitled to a return on capital, whether in a winding up, upon reduction of capital or otherwise.

(b) A Holder will not be entitled to participate in the surplus profit or assets of the Company upon a winding up.

(c) There are no participating rights or entitlements inherent in the Class A Performance Shares and Holders will not be entitled to participate in new issues (such as bonus issues) or pro-rata issues of capital to the Company's Shareholders.

(d) The Company will issue each Holder with a new holding statement for a Share issued upon conversion of a Class A Performance Share as soon as practicable following the conversion of a Class A Performance Share.

(e) The Class A Performance Shares will be unquoted.

(f) All Shares issued upon conversion will rank equally in all respects with the Company's then issued fully paid Ordinary Shares. The Company must, within the time period required by the ASX Listing Rules apply to the ASX for quotation of the Shares on ASX.

(g) A Class A Performance Share does not give the Holder any other rights other than those expressly provided by these terms and those provided at law where such rights cannot be excluded.

(h) The terms of the Class A Performance Shares may be amended as necessary by the Directors of the Company in order to comply with the ASX Listing Rules or any directions of the ASX regarding the terms.

Class B Performance Shares

The Company further confirms that the terms and conditions of the Class B Performance Shares are as follows:

1. Definitions

Words with a capitalised letter in these Terms have the meaning given below:

ASX Listing Rules	the official rules of the Australian Securities Exchange.
Constitution	the constitution of the Company.
Conversion Event	<ul style="list-style-type: none">the achievement of any of the Class B Performance Hurdles set out in clause 4(a); orthe happening of any of the event/s set out in clause 4(d).
Deal	means to sell, transfer, assign, novate, vary, mortgage, encumber, create any equitable interest, share any rights, or otherwise deal with any right, title or interest, or agreement to do any of these actions.
Directors	the directors of the Company, as appointed pursuant to the Constitution from time to time.
Omni Market Tide Product	means a stakeholder engagement platform owned and operated by GRT App.
Holder	a holder of Class B Performance Shares.
Class B Performance Hurdles	the performance hurdles set out in clause 4(a).
Terms	means these terms of issue which apply to the Class B Performance Shares.

2. Interpretation

Grammatical variations of any words or phrases defined in clause 1 have a corresponding meaning.

3. Class B Performance Shares

- (i) The Class B Performance Shares are issued with the rights and on the terms set out in these Terms.
- (j) These Terms have been determined by the Directors in accordance with clause 2.2 of the Constitution.
- (k) These Terms prevail to the extent of any inconsistency with the Constitution.
- (l) Once a Conversion Event occurs in respect of the Class B Performance Shares, that number of Class B Performance Shares that are subject to the Conversion Event will no longer be governed by these Terms, but will be converted to one fully paid ordinary share in the capital of the Company (**Share**) and their terms will be varied so that they are subject to the same rights and terms as all other fully paid Shares.

4. Conversion

(m) Subject to paragraph 4(b) below:

- (i) 2,500,000 Class B Performance Shares will convert into 2,500,000 Shares upon the volume weighted average price of the Shares on the ASX reaching \$0.20 or above for at least 20 trading days over any 30 trading day period;
- (ii) 2,500,000 Class B Performance Shares will convert into 2,500,000 Shares upon the volume weighted average price of the Shares on the ASX reaching \$0.30 or above for at least 20 trading days over any 30 trading day period;

- (iii) 2,500,000 Class B Performance Shares will convert into 2,500,000 Shares upon the volume weighted average price of the Shares on the ASX reaching \$0.40 or above for at least 20 trading days over any 30 trading day period; and
 - (iv) 2,500,000 Class B Performance Shares will convert into 2,500,000 Shares upon the volume weighted average price of the Shares on the ASX reaching \$0.50 or above for at least 20 trading days over any 30 trading day period.
- (n) On the occurrence of a Conversion Event, the allocation of Shares issued will be on a pro rata basis to all Holders.
- (o) All Class B Performance Hurdles must be met on or before 31 December 2018. If any Class B Performance Hurdles are not met on or before 31 December 2018, all Class B Performance Shares held by each Holder will automatically consolidate into one Class B Performance Share and will then automatically convert into one Share for each Holder.
- (p) All Class B Performance Shares on issue shall automatically convert into Shares on a one for one basis up to a maximum number that is equal to 10% of the Company's issued Share capital (as at the date of any of the following events) upon the happening of any of the following events:
- (iii) the occurrence of the offeror under a takeover offer in respect of all Shares announcing that it has achieved acceptances in respect of more than 50.1% of Shares and that takeover bid has become unconditional; or
 - (iv) the announcement by the Company that Shareholders have at a Court convened meeting of Shareholders voted in favour, by the necessary majority, of a proposed scheme of arrangement under which all the Company's securities are to be either:
 - (A) cancelled; or
 - (B) transferred to a third party; and
 - (C) the Court, by order, approves the proposed scheme of arrangement.
- (q) The Company will ensure the allocation of Shares issued under paragraph 4(d) is on a pro rata basis to all Holders in respect of their respective holdings of Class B Performance Shares and all remaining Class B Performance Shares held by each Holder will automatically consolidate into one Class B Performance Share and will then convert into one Share.

5. Voting rights

Each Holder shall have the right to receive notice of and attend but not to vote at any meeting of Shareholders.

6. Dividends

The Class B Performance Shares shall not have any right to receive dividends (whether cash or non-cash) from the profits of the Company at any time.

7. Dealings

A Holder must not Deal with the Class B Performance Shares.

8. Access to documents and information

A Holder has the right to receive notices of general meetings and financial reports and accounts of the Company that are circulated to Shareholders of the Company, and a right to attend a meeting of Shareholders of the Company.

9. Other terms and conditions

- (r) A Holder will not be entitled to a return on capital, whether in a winding up, upon reduction of capital or otherwise.
- (s) A Holder will not be entitled to participate in the surplus profit or assets of the Company upon a winding up.
- (t) There are no participating rights or entitlements inherent in the Class B Performance Shares and Holders will not be entitled to participate in new issues (such as bonus issues) or pro-rata issues of capital to the Company's Shareholders.
- (u) The Company will issue each Holder with a new holding statement for a Share issued upon conversion of a Class B Performance Share as soon as practicable following the conversion of a Class B Performance Share.
- (v) The Class B Performance Shares will be unquoted.
- (w) All Shares issued upon conversion will rank equally in all respects with the Company's then issued fully paid Ordinary Shares. The Company must, within the time period required by the ASX Listing Rules apply to the ASX for quotation of the Shares on ASX.
- (x) A Class B Performance Share does not give the Holder any other rights other than those expressly provided by these terms and those provided at law where such rights cannot be excluded.
- (y) The terms of the Class B Performance Shares may be amended as necessary by the Directors of the Company in order to comply with the ASX Listing Rules or any directions of the ASX regarding the terms.

ENDS