



4 August 2016

ASX Limited
Company Announcement Office
20 Bridge Street
SYDNEY NSW 2000

Dear Sir/Madam

Search Party Group Ltd (SP1) – Substantial Shareholder Notice

Please find enclosed a Substantial Shareholder Notice for SP1 as required by section 671B of the *Corporations Act 2001* (Cth) (**Act**).

SP1 has an aggregate voting power of 34.73% in SP1 as a consequence of restrictions on the disposal of shares and options under escrow agreements required by the ASX, Chapter 9 of the ASX Listing Rules, and voluntary escrow agreements. These escrow arrangements give SP1 a technical “relevant interest” in its own shares under s608(1)(c) of the Act. The escrow arrangements were disclosed in SP1’s Prospectus lodged with ASIC on 10 June 2016.

SP1 has no rights to acquire these shares and no rights to control the voting rights of these shares.

Please refer to the Annexure to the Substantial Shareholder Notice for further details.

Yours faithfully,

Search Party Group Ltd

Form 603

Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme SEARCH PARTY GROUP LIMITED (formerly Applabs Technologies Ltd) (SP1)

ACN/ARSN 139 977 772

1. Details of substantial holder (1)

Name SEARCH PARTY GROUP LIMITED (formerly Applabs Technologies Ltd)

ACN/ARSN (if applicable) 139 977 772

The holder became a substantial holder on 2 August 2016 under the escrow agreements (referred to in this notice) as a result of shares issued under SP1's Prospectus dated 10 June 2016 and SP1's Bidder's Statement dated 16 March 2016 in respect of SP1's off-market takeover offer of The Search Party Limited.

2. Details of voting power

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

Class of securities (4)	Number of securities	Persons' votes (5)	Voting power (6)
Fully paid ordinary shares (FPO)	133,689,705	133,689,705	34.73%

3. Details of relevant interests

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

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
SP1	Restrictions on the disposal of shares under the escrow agreements entered into by SP1 as a result of escrow required under Chapter 9 of the ASX Listing Rules and as a result of voluntary escrow arrangements disclosed in the Prospectus give SP1 a technical "relevant interest" in its own shares under section 608(1)(c) of the Corporations Act. SP1 has no rights to acquire these shares or to control the voting rights of these shares. Annexures A-C set out a summary of the relevant escrow agreements.	133,689,705 FPO

4. Details of present registered holders

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

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
SP1	The persons listed as the registered holder in Annexure A	The persons listed as the registered holder in Annexure A	See Annexure A

5. Consideration

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

Holder of relevant interest	Date of acquisition	Consideration (9)	Class and number of securities
SP1	See 1 above	No consideration was paid to SP1 for the technical relevant interests described in 1 and 3 above. SP1 has no right to acquire, dispose, vote or otherwise deal in the securities described above.	See Annexure A

6. Associates

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

Name and ACN/ARSN (if applicable)	Nature of association
N/A	N/A

7. Addresses

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

Name	Address
SP1	Suite 7, 234 Churchill Avenue, Subiaco, Western Australia, 6008

Signature

print name Simone Lander capacity Company Secretary

sign here



date 4/8/2016

DIRECTIONS

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

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

Annexure A – SUMMARY OF ESCROW ARRANGEMENTS

This is Annexure A of 3 pages referred to in the Form 604 Notice of Initial Substantial Holder) given by Search Party Group Ltd (formerly Applabs Technologies Ltd)



Simone Lander

Capacity: Company Secretary

Date 4/8/2016

ANNEXURE A – SUMMARY OF SHARE ESCROW ARRANGEMENTS

1. The following securities not be quoted and be classified as restricted securities for a period of 24 months from the date of SP1's reinstatement to official quotation of the securities of the Company.

Holder	Number of ASX-imposed restricted securities ¹	Number of voluntarily restricted securities ²
TFLT Pty Ltd	22,333,004	6,208,967
Aimli Pty Limited	27,798,203	13,206,000
Stuart Paul Gatenby	297,150	N/A
Edgewater Holdings Pty Ltd	623,025	N/A
Cthulhu Ventures LLC	92,117	N/A
Damien Kristian Andreassen	126,190	N/A
Ashton Family Investments Pty Limited	7,132	N/A
Benjamin Randell Hutt	23,500,999	N/A
Stuart Paul Gatenby	18,503,729	N/A
GTT Ventures Pty Ltd	10,000,000	N/A
Sub- Total	103,281,549	19,414,967
TOTAL		133,689,705

1. Restricted subject to the terms and conditions set out in Annexure B.
2. Restricted subject to the terms and conditions set out in Annexure C

2. The following securities not be quoted and be classified as restricted securities for a period of 12 months from the dates set out below.

Holder	Number of ASX-imposed restricted securities	Commencement of period of restriction
Carthona Capital FS Pty Ltd	3,337,499	20/8/15
Egartibra Pty Ltd	66,641	20/8/15
J G Capital Pty Ltd	66,771	20/8/15
Jason Shepherd	12,529	20/8/15
Jason Shepherd	21,015	20/8/15
Mark Fitzgerald	333,695	20/8/15
Mr Anthony Mark Doyle and Mrs Lucia Helen Moretti	333,695	20/8/15
Mr Stuart Beer	333,695	20/8/15
Pacific Partners Holdings Pty Ltd	118,950	20/8/15
Paul Wild	118,950	20/8/15
Simon William Tritton	479,939	20/8/15
Simon William Tritton	198,100	22/10/15
Threlkeld Super Fund Pty Ltd	198,250	20/8/15
JobVibe Pty Ltd	5,373,463	30/9/15
TOTAL	10,993,193	

ANNEXURE B – PRO-FORMA ASX RESTRICTION AGREEMENT

This is Annexure B of 7 pages referred to in the Form 604 Notice of Initial Substantial Holder) given by Search Party Group Ltd (formerly Applabs Technologies Ltd)



Simone Lander

Capacity: Company Secretary

Date 4/8/2016

ANNEXURE B – PRO-FORMA ASX RESTRICTION AGREEMENT

Restriction Agreement – 9A

Between

The persons in:

Item 1 of the schedule (**Entity**);

Item 2 of the schedule (**Holder**); and

Item 3 of the schedule (**Controller**),

Recitals

- A. The Entity wants to be listed and has issued Restricted Securities. The Holder will hold the Restricted Securities as set out in this agreement on the basis that the Entity will take the steps necessary to be admitted to the official list of ASX.
- B. We have provided ASX with all the information necessary to properly form an opinion about who is a Controller of the Holder and who is required to execute this agreement.
- C. We enter this agreement for the purpose of complying with Chapter 9 of the ASX Listing Rules.

The parties agree as follows:

Agreement

Escrow restrictions

- 1. During the Escrow Period, the Holder will not do any of the following.
 - (a) Dispose of, or agree or offer to dispose of, the Restricted Securities.
 - (b) Create, or agree or offer to create, any security interest in the Restricted Securities.
 - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities.
 - (d) Participate in a return of capital made by the Entity.
- 2. During the Escrow Period, a Controller will not do any of the following.
 - (a) Dispose of, or agree or offer to dispose of, the Controller Interests.
 - (b) Create, or agree or offer to create, any security interest in the Controller Interests.
 - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Controller Interests.

3. We will comply with Chapter 9 of the ASX Listing Rules. If any of us is not a listed Entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
4.
 - (a) If the Restricted Securities are kept on the certificated subregister, the Holder will deposit the certificates for the Restricted Securities with a bank or recognised trustee for the Escrow Period.
 - (b) If the Restricted Securities are kept on the issuer sponsored subregister, the Holder hereby agrees in writing to the application of a holding lock to the Restricted Securities.

Warranties

5. if only the Holder and the Entity are parties to this agreement, one of the following applies.
 - (a) The Holder is an individual.
 - (b) The Holder has no Controller.
 - (c) The Holder has the Controllers set out in item 3 with the interests identified in item 6, and each Controller comes within an exception set out in ASX Listing Rule 9.1.4.

The Holder gives this warranty.

6. If the Holder, the Entity and any Controller are parties to this agreement, the Holder has the Controllers set out in item 3 of the schedule with the Controller Interests identified in item 6 of the schedule, and any Controller who is not a party to this agreement comes within an exception set out in ASX Listing Rule 9.1.4. The Holder and each Controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the Restricted Securities are set out. A release of the security interests is attached. Apart from this, before the Escrow Period begins, the Holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the Escrow Period. The Holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the Controller Interests are set out. A release of the security interests is attached. Apart from this, before the Escrow Period begins, the Controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the Escrow Period. Each Controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

Consequences of breaching this agreement

10. If it appears to the Entity that the Holder or a Controller may breach this agreement, the Entity must take the steps necessary to prevent the breach, or to enforce the agreement.

11. if the Holder or a Controller breach this agreement, each of the following applies.
- (a) The Entity must take the steps necessary to enforce the agreement, or to rectify the breach.
 - (b) The Entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities. This is in addition to other rights and remedies of the Entity.
 - (c) The Holder of the Restricted Securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

Amendment

12. This agreement will not be changed or waived without ASX's written consent.

Jurisdiction

13. The laws of the State of the home branch of the Entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

Definitions and interpretation

In this agreement:

ASX means ASX Limited.

Controller Interests means the securities, substantial economic interest or other interests in the Restricted Securities and each intermediate Entity through which that interest occurs, full particulars of which are set out in item 6 of the schedule.

Escrow Period means the period set out in item 4 of the schedule.

Restricted Securities means the securities set out in item 5 of the schedule and any securities attaching to or arising out of those securities that are restricted securities because of the definition of restricted securities in the ASX Listing Rules.

The singular includes the plural and vice versa.

A reference to a party includes its successors, personal representatives and transferees.

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the ASX Listing Rules.

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

Schedule

1. Entity's name and address:

Applabs Technologies Ltd (ACN 139 977 772)

PO Box 171, Subiaco WA 6904

2. Holder's name and address:

3. Each Controller's name and address:

4. Escrow period (the date from which the initial Restricted Securities are escrowed):

__ months from the date on which the quotation of securities commences.

5. Particulars of Restricted Securities:

_____ shares in the capital of the Entity.

6. Particulars of Controller Interests:

7. Particulars of security interests over Restricted Securities:

8. Particulars of security interests over Controller Interests:

Executed by the parties as deed on the

day of

2016

EXECUTED BY APPLABS)
TECHNOLOGIES LTD (ACN 139 977 772))
in accordance with the Corporations Act:)
)

Director

Director's Name

Director/Secretary

Director/Secretary Name

EXECUTED BY)
HOLDER_____)
in accordance with the Corporations Act:)
)

Director

Director's Name

Director/Secretary

Director/Secretary Name

SIGNED BY the said **CONTROLLER**)
_____)
in the presence of:)
)

Signature of Witness

Signature

Full Name of Witness

Address

Occupation

Amend as applicable

ANNEXURE C – PRO-FORMA VOLUNTARY RESTRICTION AGREEMENT

This is Annexure C of 12 pages referred to in the Form 604 Notice of Initial Substantial Holder) given by Search Party Group Ltd (formerly Applabs Technologies Ltd)



Simone Lander

Capacity: Company Secretary

Date 4/8/2016

ANNEXURE C – PRO-FORMA VOLUNTARY RESTRICTION AGREEMENT



Voluntary Escrow Deed

Applabs Technologies Limited
ACN 139 977 772

Holder

McCabes
Lawyers Pty Ltd
acn 122 850 033

address Level 38, MLC Centre
19 Martin Place Sydney NSW 2000
postal GPO Box 235
Sydney NSW 2001 Australia
dx 145 Sydney

t +61 2 9261 1211
f +61 2 9261 2336
w www.mccabes.com.au
Liability limited by a scheme approved under
Professional Standards Legislation

Table of Contents

1.	Definitions and Interpretation	3
2.	Escrow restrictions	6
3.	Consideration Shares not subject to escrow	7
4.	Warranties	7
5.	Consequences of breaching this deed	9
6.	Notices	9
7.	General	10

Dated

Parties

Applabs Technologies Limited ACN 139 977 772
Address: Suite 7, 234 Churchill Avenue, Subiaco, WA, 6008
Email:
Attention:
(ALA)

Holder
Address:
Email:
Attention:
(Holder)

Background

- A On 16 March 2016, ALA lodged a Bidder's Statement containing an off-market takeover bid to acquire all the ordinary shares on issue in The Search Party Ltd ACN 149 006 913 (**TSP**) (**Offer**).
- B The Holder is a holder of ordinary shares in TSP. The Holder is intending to accept the Offer. If the Offer becomes unconditional, the Holder will be issued the Consideration Shares by ALA.
- C The Holder has agreed that some of the Consideration Shares will be held by it as Restricted Securities for the Escrow Period on the terms and subject to the conditions of this deed.

Operative Provisions

It is agreed as follows.

1. Definitions and Interpretation

1.1 Definitions

In this deed, unless the contrary intention appears, the following words have the following meanings:

Term:	Definition:
ALA VWAP	the volume weighted average price of the Shares traded on the ASX "on-market" (as that term is defined in the ASX Operating Rules) excluding special crossings, overseas trades, trades pursuant to the exercise of options or overnight trades, as determined by ASX in accordance with its customary practice.
ASX	ASX Limited ACN 008 624 091 or the financial market operated by it, as the context requires.
ASX Listing Rules	the official listing rules of ASX.

ASX Operating Rules	the operating rules of ASX.
ASX Settlement Operating Rules	the operating rules of ASX Settlement Pty Limited ACN 008 504 532.
Business Day	has the meaning given to that expression in the Listing Rules.
Consideration Shares	the Shares to be issued to the Holder pursuant to the Offer, being 68,340,339 Shares.
Corporations Act	<i>Corporations Act 2001</i> (Cth).
Dealing or Dispose	<p>in respect of any Restricted Security, to directly or indirectly:</p> <ul style="list-style-type: none"> (a) dispose of, or agree or offer to dispose of, that Restricted Security or any legal, beneficial or economic interest in that Restricted Security; (b) create, or agree to create, any Security Interest in that Restricted Security or any legal, beneficial or economic interest in that Restricted Security; or (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Security or any legal, beneficial economic interest in that Restricted Security, <p>but, for the avoidance of doubt, does not include or restrict the exercise of any voting rights attaching to the Restricted Securities.</p>
Escrow Period	the period commencing on the date of issue of the Restricted Securities and continuing until the date 24 months after the date ALA is reinstated to quotation following its application for re-admission under Chapters 1 & 2 of the ASX Listing Rules.
Holding Lock	has the meaning given to that expression in the ASX Settlement Operating Rules.
Issuer Sponsored Subregister	has the meaning given to that expression in the ASX Settlement Operating Rules.
Listing Rules	the Listing Rules of ASX from time to time.
Offer	is defined in Background A.
PPSA	<i>Personal Property Securities Act 2009</i> (Cth).
Restricted Securities	_____ Consideration Shares less the number of Consideration Shares that ASX determines should, from the date ALA is reinstated to quotation, be treated as restricted securities, and made the subject of a Holding Lock, under Chapter 9 of the ASX Listing Rules.
Security Interest	an interest or power:

- (a) reserved in or over an interest in any security including, but not limited to, any retention of title;
- (b) created or otherwise arising in or over any interest in any security under a bill of sale, mortgage, charge, lien, pledge, trust or power; or
- (c) an interest of the kind referred to in section 12 of the PPSA, or any agreement to grant or create any such interest or power.

Security has the meaning given to that term in section 92 of the Corporations Act.

Share a fully paid ordinary share in ALA.

Trading Day has the meaning given to that expression in the ASX Listing Rules.

1.2 Interpretation

In this deed, headings and bold text are for ease of reference only and do not affect the interpretation of this deed and, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph or schedule is to a clause or paragraph of or schedule to this deed and a reference to this deed includes any schedule or annexure;
- (d) a reference to a document or instrument, includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to A\$, \$A, dollar or \$ is to Australian currency;
- (f) subject to clause 6.2, a reference to time is to New South Wales time;
- (g) a reference to a party to this deed, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (j) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions; and
- (k) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this deed or any part of it.

1.3 Business Day

If a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

1.4 Compliance with Listing Rules

For so long as ALA is listed on the official list of ASX:

- (a) notwithstanding anything contained in this deed, if the 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 Listing Rules require to be done;
- (c) if the Listing Rules require an act to be done or not done, authority is given for that act to be done or not done (as the case may be);
- (d) if the 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 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 Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

2. Escrow restrictions

2.1 Holder restrictions

Subject to clause 2.3, the Holder must not Deal with its Restricted Securities during the Escrow Period.

2.2 Escrow restrictions

The parties acknowledge and agree that:

- (a) as soon as practicable following the issue of Restricted Securities to the Holder, the Restricted Securities will be registered and held for the Holder on the Issuer Sponsored Subregister;
- (b) ALA will apply a Holding Lock to the Restricted Securities as soon as practicable after registration of the Restricted Securities on the Issuer Sponsored Subregister and the Holder agrees to the application of the Holding Lock; and
- (c) ALA will do all things necessary or desirable to ensure that the Holding Lock is only released:
 - (i) to the extent necessary to permit Disposals of Restricted Securities permitted by this deed; and
 - (ii) in full at the end of the Escrow Period.

2.3 Exceptions

During the Escrow Period, the Holder may only Deal in any of its Restricted Securities to the extent the Dealing:

- (a) is in connection with acceptance of a bona fide takeover bid for all ALA's Shares, provided all the conditions in Listing Rule 9.18 applicable to a takeover are met and the Restricted Securities continue to be held on the terms of this deed if the relevant bid does not become unconditional or does not otherwise proceed;
- (b) is in connection with the transfer or cancellation of Shares as part of a scheme of arrangement relating to ALA under section 411 of the Corporations Act, provided all the conditions in Listing Rule 9.18 applicable to a scheme are met and the Restricted Securities continue to be held on the terms of this deed if the relevant scheme does not take effect;
- (c) is required by applicable law (including an order of a court of competent jurisdiction);
- (d) constitutes a transfer of Restricted Securities with the prior written consent of ALA, which consent may be withheld by ALA in its absolute discretion.

2.4 Early release

Notwithstanding any provision to the contrary in this deed, during the Escrow Period, the Holder may Deal with any of its Restricted Securities if:

- (a) the annual financial results of ALA for the period ending 30 June 2016 have been released to ASX; and
- (b) the ALA WVAP calculated over a period of 30 consecutive Trading Days equals or exceeds \$0.67.

3. Consideration Shares not subject to escrow

The Holder confirms to ALA that it has no current intention of Disposing of any Consideration Shares to be issued to it that are not Restricted Securities. The Holder undertakes to ALA that it will only Dispose of such Consideration Shares after first consulting with ALA, with the objective of ensuring that those Consideration Shares are Disposed of by the Holder in an orderly manner.

4. Warranties

4.1 Giving of warranties

- (a) Each of the warranties and representations in this clause 3 are given in favour of ALA, as at:
 - (i) the date of this deed; and
 - (ii) at all times until expiry of the Escrow Period.
- (b) The warranties and representations given in this clause 3 are given in respect of any and all Restricted Securities which the Holder holds from time to time during the Escrow Period.

4.2 Representations and warranties

The Holder warrants and represents the following:

- (a) before the Escrow Period, the Holder has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the Escrow Period.
- (b) the Holder holds, or will hold, following completion of the Offer, the Restricted Securities;
- (c) the Restricted Securities of the Holder are, or will be on issue, free from all Security Interests, or the Holder has delivered to ALA prior to the date of this deed an undertaking from the secured party acknowledging that it is not permitted to, and must not take steps to, enforce any Security Interest it has in the Restricted Securities during the Escrow Period;
- (d) the Holder has full authority, without the consent of any other person, to enter into and perform its obligations under this deed (including, if the Holder has entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**);
- (e) the Holder has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (f) this deed constitutes legal, valid and binding obligations of it, and subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (g) if the Holder is a Trustee, the Trustee is the trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove it as trustee of the Trust;
- (h) if the Holder is a Trustee:
 - (i) that the Holder has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released or diminished in any way, and the assets of the Trust are sufficient to satisfy that right in full and the Holder has not released or disposed of its equitable lien over that Trust; and
 - (ii) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust; and
- (i) the execution, delivery and performance by the Holder of this deed does not and will not violate, breach or result in a contravention of:
 - (i) any applicable law, regulation or authorisation;
 - (ii) its constitution or other constituent documents (or, if the Holder is a Trustee, the trust deed for the Trust); or
 - (iii) any agreement, undertaking, Security Interest or document which is binding on the Holder.

4.3 Survival of warranties and representations

The warranties and representations in this clause 3 survive the termination of this deed.

5. Consequences of breaching this deed

- (a) If the Holder breaches this deed, each of the following applies:
 - (i) ALA may take the steps necessary to enforce this deed, or to rectify the breach, as soon as practicable after becoming aware of the breach;
 - (ii) ALA may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment or transfer of any of the Holder's Restricted Securities; and
 - (iii) the Holder will cease to be entitled to any dividends, distribution or voting rights attaching to its Restricted Securities while the breach continues.
- (b) The parties agree that damages would be an insufficient remedy for breach of clause 2 and the Holder agrees that ALA is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligations under clause 2 without proof of actual damage and without prejudice to any of its other rights and remedies.

6. Notices

6.1 Service and notices

- (a) A notice, demand, consent, approval or communication under this deed (**Notice**) must be:
 - (i) in writing, in English and signed by a person duly authorised by the sender; and
 - (ii) marked for the attention of the person, and hand delivered or sent by prepaid post or email to the recipient's address specified in the Parties section of this deed, as varied by any Notice given by the recipient to the sender.
- (b) Communications by email need not be marked for the attention in the way required by clause 6.1(a)(ii). However, the email must state the first and last name of the sender. Communications sent by email are taken to be signed by the named sender.

6.2 Effective on receipt

A Notice given in accordance with clause 6.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, three days after the date of posting (or seven days after the date of posting if posted to or from a place outside Australia); or

- (c) if sent by email, at the time the email was sent unless the sender receives an automated message that the email has not been delivered,

but if receipt is not on a Business Day or is after 5.00pm on a Business Day (in the time zone of the addressee), the Notice is taken to be received at 9.00am on the next Business Day.

7. General

7.1 Entire agreement

This deed constitutes the entire agreement between the parties in relation to its subject matter. All prior discussions, undertakings, agreements, representations, warranties and indemnities in relation to that subject matter are replaced by this deed and have no further effect.

7.2 No merger

The provisions of this deed will not merge on completion of any transaction contemplated in this deed and, to the extent any provision has not been fulfilled, will remain in force.

7.3 Amendment

This deed may not be amended or varied unless the amendment or variation is in writing signed by all parties.

7.4 Time of essence

Time is of the essence to this deed.

7.5 Assignment

Neither party may assign, transfer or otherwise deal with this deed or any right under this deed without the prior written consent of each other party, which must not be unreasonably withheld.

7.6 Waiver

Waiver of any power or right under this deed must be in writing signed by the party entitled to the benefit of that power or right and is effective only to the extent set out in that written waiver.

7.7 Rights, remedies additional

Any rights and remedies that a person may have under this deed are in addition to and do not replace or limit any other rights or remedies that the person may have.

7.8 Further assurances

Each party must do or cause to be done all things necessary or reasonably desirable to give full effect to this deed and the transactions contemplated by it (including, but not limited to, the execution of documents).

7.9 Counterparts

This deed may be executed in any number of counterparts and all counterparts taken together will constitute one document.

7.10 Governing law and jurisdiction

This deed will be governed by and construed in accordance with the laws in force in the State of New South Wales and each party submits to the non-exclusive jurisdiction of the courts of that State.

EXECUTED as a deed and delivered on the date shown on page 3

EXECUTED by Applabs Technologies)
Limited ACN 139 977 772 in accordance)
with section 127 of the *Corporations Act*)
2001 (Cth):)

Signature of Director

Signature of Director/Secretary

Name of Director

Name of Director/Secretary

EXECUTED by HOLDER _____)
in accordance with section 127 of the)
Corporations Act 2001 (Cth):)
)

Signature of Sole Director/Secretary

Name of Sole Director/Secretary