



LAWYERS

Scheme Implementation Agreement

Ross Human Directions Limited ABN 25 003 758 709

Peoplebank Holdings Pty Limited ABN 75 127 554 410

Gilbert + Tobin

2 Park Street
Sydney NSW 2000
Australia

GPO Box 3810
Sydney NSW 2001

T +61 2 9263 4000
F +61 2 9263 4111

DX 10348 SSE

www.gtlaw.com.au

Contents

	Page	
1	Defined terms and interpretation	1
1.1	Definitions in the Dictionary	1
1.2	Interpretation	1
2	Agreement to proceed with the Scheme	1
2.1	Target to propose the Scheme	1
2.2	Bidder to assist	1
3	Conditions Precedent	2
3.1	Conditions Precedent	2
3.2	Benefit and waiver of Conditions Precedent	3
3.3	Best endeavours and co-operation	4
3.4	Notifications	5
3.5	Failure of Condition Precedent	5
4	The Scheme	6
4.1	Outline of the Scheme	6
4.2	Scheme Consideration	6
5	Implementation of the Scheme	7
5.1	Target's obligations in respect of the Scheme	7
5.2	Bidder's obligations in respect of the Scheme	9
5.3	Preparation of Scheme Booklet	10
5.4	Responsibility Statement	11
5.5	Assistance of Representatives	11
6	Conduct of Business	11
6.1	Conduct of business	11
6.2	Access	12
6.3	Limits on Target obligations	13
6.4	Confidentiality	13
6.5	No Dividend	13
6.6	Share Plan Shares	13
6.7	Directors and officers insurance	14

7	Target Board Recommendations and Intentions	14
7.1	Target Board recommendation	14
7.2	Target Director intentions	14
7.3	Exception for Consultation	15
8	Public announcements and Communications	15
8.1	Announcement of Scheme	15
8.2	Public announcements	15
8.3	Disclosure on termination of this agreement	15
9	Warranties	16
9.1	Warranties by Bidder	16
9.2	Warranties by Target	16
9.3	Bidder acknowledgements	20
9.4	Reliance by parties	20
9.5	Notifications	21
10	Exclusivity	21
10.1	No shop restriction	21
10.2	No talk restriction	21
10.3	No due diligence	21
10.4	Notification by Target	22
10.5	Normal provision of information	23
10.6	Acknowledgement	23
11	Break Fee	23
11.1	Payment of costs	23
11.2	Break Fee	24
11.3	Compliance with law	25
11.4	Time for payment	25
12	Termination	25
12.1	Termination by either party	25
12.2	Termination by Bidder	26
12.3	Termination by Target	26

12.4	Proviso	26
12.5	Effect of termination	27
13	GST exclusive	27
14	Stamp duty and costs	28
15	Notices	28
16	General	29
16.1	Cumulative Rights	29
16.2	Waiver and variation	29
16.3	Approvals and consents	29
16.4	Specific Performance	29
16.5	Effect of agreement	29
16.6	Severability	29
16.7	Mutual Further Assurances	29
17	Counterparts	29
18	Governing law and jurisdiction	29
19	Assignment	30
Schedule 1	— Dictionary	1
Schedule 2	— Responsibility Statements	12
Execution page		13
Attachment A - Indicative Scheme Timetable		
Attachment B - Bidder Closing Certificate		
Attachment C - Target Closing Certificate		
Attachment D – Scheme		
Attachment E – Deed Poll		

Parties

- 1 **Ross Human Directions Limited ABN 25 003 758 709** of Level 11, 133 Castlereagh Street, Sydney NSW 2000 (**Target**).
 - 2 **Peoplebank Holdings Pty Limited ABN 75 127 554 410** of Level 17, 15 Blue Street, Sydney NSW 2000 (**Bidder**).
-

Background

- A Bidder proposes to acquire all of the Scheme Shares pursuant to the Scheme.
- B Target has agreed to propose the Scheme to Shareholders and to issue the Scheme Booklet to Shareholders and Bidder and Target have agreed to implement the Scheme, upon and subject to the terms and conditions of this agreement.

The parties agree

1 Defined terms and interpretation

1.1 Definitions in the Dictionary

A term or expression starting with a capital letter:

- (a) which is defined in the Dictionary in Schedule 1 (**Dictionary**), has the meaning given to it in the Dictionary;
- (b) which is defined in the Corporations Act, but is not defined in the Dictionary, has the meaning given to it in the Corporations Act; and
- (c) which is defined in the GST Law, but is not defined in the Dictionary or the Corporations Act, has the meaning given to it in the GST Law.

1.2 Interpretation

The interpretation clause in Schedule 1 (**Dictionary**) sets out rules of interpretation for this agreement.

2 Agreement to proceed with the Scheme

2.1 Target to propose the Scheme

Target agrees to propose and implement the Scheme upon and subject to the terms and conditions of this agreement, and to use its best endeavours to do so as soon as is reasonably practicable and so far as practicable in accordance with the Timetable.

2.2 Bidder to assist

Bidder agrees to assist Target to implement the Scheme upon and subject to the terms and conditions of this agreement, and to use its best endeavours to do so as soon as is reasonably practicable and so far as practicable in accordance with the Timetable.

3 Conditions Precedent

3.1 Conditions Precedent

The obligations of Target under clause 5.1(m) and Bidder's obligation to pay the Scheme Consideration in accordance with the Deed Poll and clause 5.2(i) are subject to the satisfaction (or waiver in accordance with clause 3.2) of each of the following Conditions Precedent:

Conditions Precedent for the benefit of Bidder and Target

- (a) **Court approval:** the Court approves the Scheme in accordance with section 411(4)(b) of the Corporations Act and an office copy of the Scheme Orders are lodged with ASIC as contemplated by section 411(10) of the Corporations Act;
- (b) **Shareholder approval:** Shareholders approve the Scheme at the Scheme Meeting by the requisite majorities under section 411(4)(a)(ii) of the Corporations Act;
- (c) **Regulatory approvals:** on or before 8.00 am on the Second Court Date, all regulatory approvals required to implement the Scheme are granted or obtained and those regulatory approvals are not withdrawn, cancelled or revoked prior to implementation of the Scheme including, but not limited to, ASIC and ASX having issued or provided such consents or approvals or having done such other acts which Bidder and Target agree are reasonably necessary to implement the Scheme notwithstanding that a condition or conditions may have been attached to any such regulatory approval, if that condition (or conditions) is acceptable to Bidder and Target (acting reasonably);
- (d) **No restraints:** no judgment, order, decree, statute, law, ordinance, rule or regulation, or other temporary restraining order, preliminary or permanent injunction, restraint or prohibition, entered, enacted, promulgated, enforced or issued by any court, the Takeovers Panel, or other Governmental Agency of competent jurisdiction, remains in effect as at 8am on the Second Court Date that prohibits, materially restricts, makes illegal or restrains the completion or implementation of any aspect of the Scheme;

Conditions Precedent for the benefit of Bidder only

- (e) **Prescribed Occurrences:** no Prescribed Occurrence occurs between the date of this agreement and 8.00 am on the Second Court Date;
- (f) **Major Transactions:** except as consented to in writing by Bidder in accordance with clause 3.3(e), no Major Transaction occurs between the date of this agreement and 8.00 am on the Second Court Date;
- (g) **Material Adverse Change:** no Material Adverse Change occurs, or is discovered, announced or disclosed or otherwise becomes known to Bidder or Target, between the date of this agreement and 8am on the Second Court Date;
- (h) **Market disruption:** between the date of this agreement and at all times thereafter until 8am on the Second Court Date, the All Ordinaries Index published by ASX does not close for three or more consecutive trading days, at a level which is 15% or more below the level at which that index closed on the last trading day before the Announcement Date;
- (i) **Funding Arrangements:** between the date of this agreement and 8.00 am on the Second Court Date, no person exercises or purports to exercise or states an intention to exercise, any rights under any provision of any one or more agreement

or one or more other instrument, in each case which relates to the funding arrangements of the Target Group and to which any member of the Target Group is a party or by or to which any member of the Target Group or any of its assets may be bound or be subject, which results or could reasonably be expected to result in:

- (i) any monies borrowed by a member of the Target Group being or becoming repayable or being capable of being declared repayable immediately or earlier than the repayment or maturity date stated in such agreement or other instrument; or
- (ii) any such agreement or other instrument being terminated or modified or any action being taken or arising thereunder,

and such result is material in the context of the Target Group taken as a whole;

- (j) **Target Closing Certificate:** at or before 8.00 am on the Second Court Date, Target provides Bidder with the Target Closing Certificate; and

Conditions Precedent for the benefit of Target only

- (k) **Bidder Closing Certificate:** at or before 8.00 am on the Second Court Date, Bidder provides Target with the Bidder Closing Certificate.

3.2 Benefit and waiver of Conditions Precedent

- (a) The Conditions Precedent in clauses 3.1(a) to 3.1(d) are for the benefit of each of Bidder and Target, and (except in the cases of the Conditions Precedent in clauses 3.1(a) and 3.1(b), which cannot be waived) any breach or non-fulfilment of any of those Conditions Precedent may only be waived with the written consent of both Bidder and Target.
- (b) The Conditions Precedent in clauses 3.1(e) to 3.1(j) are for the sole benefit of Bidder, and any breach or non-fulfilment of any of those Conditions Precedent may only be waived in writing by Bidder.
- (c) The Condition Precedent in clause 3.1(k) is for the sole benefit of Target and any breach or non-fulfilment of that Condition Precedent may only be waived in writing by Target.
- (d) A party entitled to waive the breach or non-fulfilment of a Condition Precedent pursuant to this clause 3.2 may do so in its absolute discretion.
- (e) If a party waives the breach or non-fulfilment of a Condition Precedent, that waiver will not preclude it from suing a party for any breach of this agreement constituted by the same event that gave rise to the breach or non-fulfilment of the Condition Precedent.
- (f) Waiver of a breach or non-fulfilment in respect of one Condition Precedent does not constitute:
 - (i) a waiver of breach or non-fulfilment of any other Condition Precedent resulting from the same events or circumstances; or
 - (ii) a waiver of breach or non-fulfilment of that Condition Precedent resulting from any other event or circumstance.

3.3 Best endeavours and co-operation

Without prejudice to any other obligations of the parties under this agreement:

- (a) each of Target and Bidder must use their respective best endeavours to:
 - (i) satisfy, or procure the satisfaction of, the Conditions Precedent in clauses 3.1(a), 3.1(c) and 3.1(d); and
 - (ii) procure that there is no occurrence that would prevent the Conditions Precedent in clauses 3.1(e) and 3.1(f) being satisfied except to the extent such action (or inaction) is required by law or permitted or required by the terms of a Transaction Document,

in each case to the extent within their respective control;

- (b) Target must use its best endeavours to satisfy, or procure the satisfaction of, the Conditions Precedent in clauses 3.1(b), 3.1(e), 3.1(f), 3.1(i) and 3.1(j);
- (c) Bidder must use its best endeavours to satisfy, or procure the satisfaction of, the Condition Precedent in clauses 3.1(k);
- (d) neither Target nor Bidder will take any action that will or is likely to hinder or prevent the satisfaction of any Condition Precedent, except to the extent that such action is required to be done or procured pursuant to, or is otherwise permitted by, the Transaction Documents, or is required by law; and
- (e) If a request is made for Bidder's written consent to a potential Major Transaction, Bidder agrees that it will not unreasonably withhold or delay the provision of its written consent and, to the extent reasonably necessary, Target and Bidder agree to consult with each other in a timely manner with a view to facilitating that consent.

For the purposes of paragraphs (a), (b) and (c), the "best endeavours" of either Target or Bidder will require that party to (among other things):

- (f) seek to satisfy the relevant Condition Precedent as soon as practicable after the date of this agreement or seek to ensure the relevant Condition Precedent continues to be satisfied at all times until the last time it is to be satisfied (as the case requires) with a view to the Effective Date occurring on or before the End Date provided that the parties are not obliged to waive any Condition Precedent; and
- (g) co-operate with the other party or a Governmental Agency or Third Party in good faith with a view to satisfying the Conditions Precedent, including providing all information reasonably required by the other party in relation to the Bidder Group or Target Group (as applicable) in order to satisfy the Conditions Precedent and providing all information reasonably required by any Governmental Agency or other Third Party to such Governmental Agency or Third Party as appropriate. For the avoidance of doubt, where Bidder proposes to disclose any Confidential Information to a Governmental Agency or Third Party (whether pursuant to a request by a Governmental Agency or Third Party or otherwise), Bidder must seek Target's prior written consent to such disclosure which consent must not be unreasonably withheld or delayed.

