



UCW Limited (ASX:UCW)
ACN 108 962 152
Level 1, 333 Kent Street
Sydney NSW 2000
P: 9112 4540
UCWlimited.com.au

ASX Market Release

22 January 2021

The Manager
Market Announcements Platform
Australian Securities Exchange

By electronic lodgment

Substantial holding notices in relation to UCW Limited

Pursuant to this announcement, UCW Limited ACN 108 962 152 (**UCW**) attaches the following forms in relation to UCW's past relevant interest in its own voting shares:

1. ASIC Form 603, in relation to UCW becoming a substantial holder of UCW on 19 November 2020;
2. ASIC Form 604, in relation to a change in UCW's relevant interest in UCW on 2 December 2020; and
3. ASIC Form 605, in relation to UCW ceasing to have a relevant interest in UCW on 14 December 2020,

(collectively, the **UCW Forms**).

UCW also attaches the following forms in relation to Global Capital Holdings (Australia) Pty Ltd's (ACN 083 101 053) (**GCH**) relevant interest in UCW's voting shares as a result of the changes set out in the UCW Forms:

1. ASIC Form 604 in relation to changes in GCH's relevant interest in UCW on 19 November 2020 and 2 December 2020; and
2. ASIC Form 604 in relation to changes to GCH's relevant interest in UCW on 14 December 2020.

This announcement was authorised for release to ASX by the Board of Directors of UCW.

Yours faithfully

A handwritten signature in black ink, appearing to read 'Lyndon Catzel', written over a horizontal line.

Lyndon Catzel
Company Secretary

Form 603
Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme UCW Limited (ASX: UCW) (**UCW**)

ACN/ARSN 108 962 152

1. Details of substantial holder (1)

Name UCW Limited (ASX: UCW)

ACN/ARSN (if applicable) 108 962 152

The holder became a substantial holder on 19 / 11 / 2020

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	Person's votes (5)	Voting power (6)
Fully Paid Ordinary Shares (FPO)	12,737,507	12,737,507	10.84%

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
UCW	UCW has a relevant interest in the securities by virtue of section 608(1)(b) and (c) and section 608(8) of the Corporations Act pursuant to the Confidentiality and Standstill Deed Poll, dated 19 November 2020 by Viburnum Funds Pty Ltd (Viburnum) in favour of UCW (Deed Poll), a true copy of which is attached as Annexure A.	12,737,507 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
UCW	JP Morgan Nominees Australia Ltd; or Bank of New York Mellon	Viburnum	12,737,507 FPO

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
		Cash	Non-cash	
UCW	19 / 11 / 2020	Nil cash consideration. Relevant interest was acquired as a result of Viburnum entering into the Deed Poll.		12,737,507 FPO

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	

7. Addresses

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

Name	Address
UCW	Level 1, 333 Kent Street, Sydney NSW 2000

Signature

print name	Lyndon Catzel	capacity	Authorised signatory
sign here		date	22/01/2021

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, moneys 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"

UCW LIMITED

ACN 108 962 152

THIS IS ANNEXURE "A" OF 11 PAGES REFERRED TO IN 'FORM 603 – NOTICE OF INITIAL SUBSTANTIAL HOLDER' LODGED BY UCW LIMITED.

SIGNED BY:  _____

LYNDON CATZEL, AUTHORISED SIGNATORY

DATE: 22/01/2021

K&L GATES

Confidentiality and Standstill Deed Poll

Viburnum Funds Pty Ltd
ACN 126 348 990

and

UCW Limited
ACN 108 962 152

K&L Gates
Sydney office
Ref: 7410076.00014

Confidentiality and Standstill Deed Poll

This Deed Poll is made on 19 November 2020

By

1. **Viburnum Funds Pty Ltd** ACN 126 348 990 of 31 Carrington Street, Nedlands WA 6009 (Shareholder)

In Favour of

2. **UCW Limited** ACN 108 962 152 of Level 1, 333 Kent Street Sydney NSW 200 (**UCW**)

Background

- A. UCW and the Shareholder are engaged in discussions and communications regarding the Approved Purpose.
- B. UCW possesses certain Confidential Information which may be necessary to disclose to the Shareholder for the Approved Purpose.
- C. UCW has agreed to disclose its Confidential Information to the Shareholder on the terms of this Deed.

Terms and Conditions

1. Definitions and interpretation

1.1 Definitions

In this Deed Poll:

Approved Purpose means the review and assessment by the Shareholder of the Confidential Information for the sole purpose of determining whether to support UCW's proposed off-market takeover bid for all of the ordinary shares in RDH;

ASX means ASX Limited ACN 008 624 691;

ASX Listing Rules means the listing rules of the financial market operated by the ASX;

Bid means UCW's off-market takeover bid for all of the ordinary shares in RDH;

Confidential Information means:

- (a) the potential for UCW to make an off-market takeover bid for all of the ordinary shares in RDH
- (b) the terms of this Deed Poll and its subject matter, including Information submitted or disclosed by either party during negotiations, discussions and meetings relating to this Deed Poll or for or in connection with the Approved Purpose;
- (c) Information that at the time of disclosure by UCW is identified to the Shareholder as being confidential to UCW, RDH or any Related Entity of either of them; and

- (d) all other Information belonging or relating to UCW , RDH or any Related Entity of either of them, that is not generally available to the public at the time of disclosure other than by reason of a breach of this Deed Poll or which the Shareholder knows, or ought reasonably to be expected to know, is confidential to UCW , RDH or any of their Related Entities;

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

Information means any information, whether oral, graphic, electronic, written or in any other form, including:

- (a) forms, memoranda, letters, specifications, processes, procedures, statements, formulae, technology, inventions, trade secrets, research and development information, know how, designs, plans, photographs, microfiche, business records, notes, accounting procedures, financial information, sales and marketing information, names and details of customers, suppliers and agents, employee details, reports, drawings, samples, specimens and data;
- (b) projections, forecasts, budgets, estimates or any analogous financial information (together with any assumptions or methodology used to compile them); and
- (c) copies and extracts made of or from the information and material in paragraphs (a) and (b), whether translated from the original form, recompiled, partially copied, modified, updated or otherwise altered;

Inside Information means Information (including any Confidential Information) in the possession of the Shareholder by virtue of engaging in discussions with UCW which is material non-public information in relation to:

- (a) UCW or its securities; and
- (b) RDH or its securities;

Related Entity has the meaning given in the Corporations Act;

Representative means any Related Entity, employee, agent, contractor, officer, professional adviser, banker, auditor or other consultant of the Shareholder;

Securities Laws means any law or rule which applies to a party or any of its Representatives which prohibits any person who has material non-public information about a company, trust (including a registered managed investment scheme) or other entity, obtained directly or indirectly from that company, trust (including a registered managed investment scheme) or other entity, from purchasing or selling securities of that company, trust (including a registered managed investment scheme) or other entity or from communicating that information to any other person (including the Corporations Act and the ASX Listing Rules);

RDH means RedHill Education Limited ACN 119 952 493 ;

Standstill Period means the period from the date of this Deed Poll until the earlier of:

- (a) the date on which the Bid is announced;
- (b) the date on which UCW informs the Shareholder that the Bid is not going ahead; and

- (c) the date that is 3 months from the date that this Deed Poll is signed by the Shareholder.

1.2 Interpretation

In this Deed Poll, the headings are used for convenience only and do not affect the interpretation of this Deed Poll and unless the context requires otherwise: the word "person" includes a natural person and any body or entity whether incorporated or not; any references to legislation are references to legislation as enacted at the date of this Deed Poll; and the meaning of general words is not limited by specific examples introduced by "including", "for example" or similar expressions.

2. Disclosure of Confidential Information

- (a) The Shareholder agrees that any disclosure to it of the Confidential Information is in accordance with and governed by this Deed Poll.
- (b) The Shareholder acknowledges that it will be given access to certain Confidential Information solely for the Approved Purpose.
- (c) The amount and form of Confidential Information disclosed by UCW is at the absolute discretion of UCW. This Deed Poll and the exchange of Confidential Information or participation by a party or its Representatives in discussions in connection with the Approved Purpose:
 - (i) does not oblige a party to negotiate or endeavour to reach agreement with the other party;
 - (ii) does not impose any duty on either party with respect to any discussions or negotiations regarding the Approved Purpose; and
 - (iii) is not intended to constitute or evidence any agreement, arrangement, understanding or proposal by or between the parties relating to the Approved Purpose.

3. Confidentiality

3.1 Obligations of confidentiality

Subject to clauses 3.2 and 3.3, the Shareholder must:

- (a) only use the Confidential Information for the Approved Purpose;
- (b) keep the Confidential Information secret and confidential and not directly or indirectly disclose, divulge or communicate any of the Confidential Information to, or otherwise place any of the Confidential Information at the disposal of, any other person without the prior written approval of UCW;
- (c) take all reasonable steps to secure and keep secure all the Confidential Information coming into its possession or control;
- (d) co-operate with UCW in any action UCW may take to protect the confidentiality of the Confidential Information;

- (e) not deliberately memorise, use, modify, reverse engineer or make copies, notes or records of the Confidential Information for any purpose other than in connection with the performance by the Shareholder of its obligations under this Deed Poll; and
- (f) take all reasonable steps to ensure that any person to whom the Shareholder is permitted to disclose the Confidential Information under clause 3.3 complies at all times with the terms of this Deed Poll as if that person was the Shareholder.

3.2 Exceptions

The obligations of confidentiality under clause 3.1 do not apply to:

- (a) any Confidential Information that:
 - (i) is disclosed to the Shareholder by a third party entitled to do so, whether before or after the date of this Deed Poll;
 - (ii) was already lawfully in the Shareholder's possession when it was given to the Shareholder and was not otherwise acquired from UCW directly or indirectly; or
 - (iii) is generally available to the public at the date of this Deed Poll or subsequently becomes so available other than by reason of a breach of this Deed Poll or any breach of confidentiality; or
- (b) any disclosure of Confidential Information by the Shareholder that is necessary to comply with any court order, law, or the applicable rules of any financial market (as defined in the Corporations Act) if, to the extent practicable and as soon as reasonably possible, the Shareholder:
 - (i) notifies UCW of the proposed disclosure;
 - (ii) consults with UCW as to its content; and
 - (iii) uses reasonable endeavours to comply with any reasonable request by UCW concerning the proposed disclosure.

3.3 Authorised disclosure

The Shareholder may disclose Confidential Information to a Representative only if the disclosure is made to the Representative strictly on a "need to know basis" and, prior to the disclosure:

- (a) the Shareholder notifies the Representative of the confidential nature of the Confidential Information to be disclosed; and
- (b) the Representative undertakes to the Shareholder (and if requested to do so by UCW, signs an undertaking or deed in a form acceptable to UCW), for the benefit of UCW, to be bound by the obligations in this Deed Poll as if the Representative was the Shareholder in relation to the Confidential Information to be disclosed to the Representative.

3.4 Return or destruction of Confidential Information

Immediately on the written request of UCW or on the termination of this Deed Poll for any reason, the Shareholder must:

- (a) cease using all Confidential Information;
- (b) deliver to UCW all documents and other materials in its possession or control containing, recording or constituting the Confidential Information or, at UCW's option, destroy, and certify to UCW that it has destroyed, those documents and materials; and
- (c) for Confidential Information stored electronically, permanently delete that Confidential Information from all electronic media on which it is stored, so that it cannot be restored.

3.5 Ownership of the Confidential Information

The Shareholder acknowledges and agrees that the Confidential Information is and remains the property of, confidential to and a trade secret of, UCW, and this Deed Poll does not give the Shareholder any right or interest in the Confidential Information other than the right to use it strictly in accordance with this Deed Poll.

4. Liability

4.1 Liability for breach by Representative

The Shareholder is liable for any breach of this Deed Poll by a Representative as if the Representative was the Shareholder in relation to the Confidential Information disclosed to the Representative.

4.2 Indemnity from Shareholder

The Shareholder indemnifies and must keep indemnified UCW against all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs (including legal costs on a full indemnity basis) that may be brought against UCW or which UCW may pay, sustain or incur as a direct or indirect result of:

- (a) any breach by the Shareholder;
- (b) any breach of an undertaking given or deed signed by a Representative under clause 3.3(b); or
- (c) any breach of confidence by a Representative in circumstances where the Shareholder has breached this Deed Poll.

4.3 Other remedies

The Shareholder acknowledges and agrees that monetary damages may be an insufficient remedy for UCW if the Shareholder or a Representative breaches this Deed Poll and in addition to any other remedy which may be available in law or equity, UCW may seek injunctive relief to prevent any actual or threatened breach of this Deed Poll and to compel specific performance of this Deed Poll.

5. Duration

The obligations imposed under this Deed Poll:

- (a) survive the completion of the Approved Purpose and the return or destruction of Confidential Information under clause 3.4; and
- (b) continue to apply to and must be observed by the parties until both parties release the other party, in writing, from this Deed Poll.

6. Insider Trading

- (a) The Shareholder acknowledges that as a result of its receipt of the Confidential Information under this Deed it (and if applicable, its Representatives) may be (or be taken to be) in possession of Inside Information in relation to:
 - (i) UCW or its securities; and
 - (ii) RDH or its securities.
- (b) The Shareholder acknowledges that it is aware of and agrees to comply with (and that it will ensure that its Representatives who receive access to any of the Confidential Information disclosed to it under this Deed will have been advised of and will comply with) Securities Laws, including in relation to UCW's securities and the RDH's securities.

7. Standstill

During the Standstill Period, neither the Shareholder, nor any of its Representatives, may, either directly or indirectly or jointly or in concert with any other person:

- (a) acquire, offer to acquire, or agree to acquire, any securities of UCW or RDH;
- (b) sell, transfer, dispose of, encumber or otherwise deal with any securities of UCW or RDH;
- (c) encourage any other person to take the action referred to in clauses (a) and (b) above;
- (d) vote, or in any way participate in any solicitation of proxies to vote, or seek to influence any person with respect to voting of any securities of UCW or RDH as they relate to a transaction affecting the control of the entity concerned; or
- (e) make any proposal for, or offer of, a corporate transaction involving UCW or RDH (including a merger, takeover, or other business combination, amalgamation or recapitalisation);

8. General

- (a) Nothing in this Deed Poll prevents a party from seeking injunctive relief.
- (b) This Deed Poll may only be amended by the parties in writing.
- (c) The parties do not intend that any agency or partnership relationship be created by this Deed Poll.

- (d) This Deed Poll is governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of that State.

Executed as a Deed Poll.

Executed by Viburnum Funds Pty Ltd in accordance with section 127(1) of the *Corporations Act 2001 (Cth)*:



.....
Signature of director

Craig Coleman
.....

Name (please print)



.....
Signature of company secretary

David St Quintin
.....

Name (please print)

K&L GATES

klgates.com

Form 604
Corporations Act 2001
Section 671B

Notice of change of interests of substantial holder

To Company Name/Scheme UCW Limited (ASX: UCW) (UCW)

ACN/ARSN 108 962 152

1. Details of substantial holder (1)

Name UCW Limited (ASX: UCW)

ACN/ARSN (if applicable) 108 962 152

There was a change in the interests of the substantial holder on 02/12/20

The previous notice was given to the company on 22/01/21

The previous notice was dated 22/01/21

2. Previous and present 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 when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Fully Paid Ordinary Shares (FPO)	12,737,507	10.84%	19,999,706	17.02%

3. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
02/12/20	UCW	UCW has a relevant interest in the securities by virtue of section 608(1)(b) and (c) and section 608(8) of the Corporations Act pursuant to the Confidentiality and Standstill Deed Poll, dated 2 December 2020 by Microequities Asset Management Group Limited (Microequities Deed Poll), a true copy of which is attached as Annexure A .	Nil cash consideration. Relevant interest was acquired as a result of Microequities entering into the Microequities Deed Poll.	7,262,199 FPO	6.18%

4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
UCW	JP Morgan Nominees Australia Ltd; or Bank of New York Mellon	Viburnum Fund Pty Ltd (Viburnum)	UCW has a relevant interest in the securities by virtue of section 608(1)(b) and (c) and section 608(8) of the Corporations Act pursuant to the Confidentiality and Standstill Deed Poll, dated 19 November 2020 by Viburnum in favour of UCW, a copy of which is attached to UCW's Form 603 dated 22 January 2021.	12,737,507 FPO	10.84%

	JP Morgan Chase Bank	Microequities Asset Management Pty Ltd	UCW has a relevant interest in the securities by virtue of section 608(1)(b) and (c) and section 608(8) of the Corporations Act pursuant to the Microequities Deed Poll, a true copy of which is attached as Annexure A.	7,262,199 FPO	6.18%
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5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

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

6. Addresses

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

Name	Address
UCW	Level 1, 333 Kent Street, Sydney NSW 2000

Signature

print name Lyndon Catzel capacity Authorised signatory

sign here



date

22/01/2021

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 6 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 person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (6) Include details of:
 - (any relevant agreement or other circumstances because of which the change in relevant interest occurred. 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
 - (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.
- (7) 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 on 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.
- (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) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

Annexure "A"

UCW LIMITED

ACN 108 962 152

THIS IS ANNEXURE "A" OF 11 PAGES REFERRED TO IN 'FORM 604 – NOTICE OF CHANGE OF INTERESTS OF SUBSTANTIAL HOLDER' LODGED BY UCW LIMITED AND GLOBAL CAPITAL HOLDINGS (AUSTRALIA) PTY LTD.

SIGNED BY: _____



LYNDON CATZEL, AUTHORISED SIGNATORY

DATE: 22/01/2021

K&L GATES

Confidentiality and Standstill Deed Poll

Microequities Asset Management Group Limited
ACN 110 777 056

and

UCW Limited
ACN 108 962 152

K&L Gates
Sydney office
Ref: 7410076.00014

Confidentiality and Standstill Deed Poll

This Deed Poll is made on 2 December 2020

By

1. **Microequities Asset Management Group Limited** ACN 110 777 056 of Suite 3105, Level 31, Governor Macquarie Tower, 1 Farrer Place, Sydney, NSW, 2000 (**Shareholder**)

In Favour of

2. **UCW Limited** ACN 108 962 152 of Level 1, 333 Kent Street, Sydney, NSW, 2000 (**UCW**)

Background

- A. UCW and the Shareholder are engaged in discussions and communications regarding the Approved Purpose.
- B. UCW possesses certain Confidential Information which may be necessary to disclose to the Shareholder for the Approved Purpose.
- C. UCW has agreed to disclose its Confidential Information to the Shareholder on the terms of this Deed.

Terms and Conditions

1. Definitions and interpretation

1.1 Definitions

In this Deed Poll:

Approved Purpose means the review and assessment by the Shareholder of the Confidential Information for the sole purpose of determining whether to support UCW's proposed off-market scrip takeover bid for all of the ordinary shares in RedHill;

ASX means ASX Limited ACN 008 624 691;

ASX Listing Rules means the listing rules of the financial market operated by the ASX;

Bid means UCW's off-market scrip takeover bid for all of the ordinary shares in RedHill;

Confidential Information means:

- (a) the potential for UCW to make an off-market scrip takeover bid for all of the ordinary shares in RedHill
- (b) the terms of this Deed Poll and its subject matter, including Information submitted or disclosed by either party during negotiations, discussions and meetings relating to this Deed Poll or for or in connection with the Approved Purpose;
- (c) Information that at the time of disclosure by UCW is identified to the Shareholder as being confidential to UCW, RedHill or any Related Entity of either of them; and

- (d) all other Information belonging or relating to UCW , RedHill or any Related Entity of either of them, that is not generally available to the public at the time of disclosure other than by reason of a breach of this Deed Poll or which the Shareholder knows, or ought reasonably to be expected to know, is confidential to UCW , RedHill or any of their Related Entities;

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

Information means any information, whether oral, graphic, electronic, written or in any other form, including:

- (a) forms, memoranda, letters, specifications, processes, procedures, statements, formulae, technology, inventions, trade secrets, research and development information, know how, designs, plans, photographs, microfiche, business records, notes, accounting procedures, financial information, sales and marketing information, names and details of customers, suppliers and agents, employee details, reports, drawings, samples, specimens and data;
- (b) projections, forecasts, budgets, estimates or any analogous financial information (together with any assumptions or methodology used to compile them); and
- (c) copies and extracts made of or from the information and material in paragraphs (a) and (b), whether translated from the original form, recompiled, partially copied, modified, updated or otherwise altered;

Inside Information means Information (including any Confidential Information) in the possession of the Shareholder by virtue of engaging in discussions with UCW which is material non-public information in relation to:

- (a) UCW or its securities; and
- (b) RedHill or its securities;

Related Entity has the meaning given in the Corporations Act;

Representative means any Related Entity, employee, agent, contractor, officer, professional adviser, banker, auditor or other consultant of the Shareholder;

Securities Laws means any law or rule which applies to a party or any of its Representatives which prohibits any person who has material non-public information about a company, trust (including a registered managed investment scheme) or other entity, obtained directly or indirectly from that company, trust (including a registered managed investment scheme) or other entity, from purchasing or selling securities of that company, trust (including a registered managed investment scheme) or other entity or from communicating that information to any other person (including the Corporations Act and the ASX Listing Rules);

RedHill means RedHill Education Limited;

Standstill Period means the period from the date of this Deed Poll until the earlier of:

- (a) the date on which the Bid is announced;
- (b) the date on which UCW informs the Shareholder that the Bid is not going ahead; and

- 1 month* 
- (c) the date that is ~~3~~ months from the date that this Deed Poll is signed by the Shareholder.

1.2 Interpretation

In this Deed Poll, the headings are used for convenience only and do not affect the interpretation of this Deed Poll and unless the context requires otherwise: the word "person" includes a natural person and any body or entity whether incorporated or not; any references to legislation are references to legislation as enacted at the date of this Deed Poll; and the meaning of general words is not limited by specific examples introduced by "including", "for example" or similar expressions.

2. Disclosure of Confidential Information

- (a) The Shareholder agrees that any disclosure to it of the Confidential Information is in accordance with and governed by this Deed Poll.
- (b) The Shareholder acknowledges that it will be given access to certain Confidential Information solely for the Approved Purpose.
- (c) The amount and form of Confidential Information disclosed by UCW is at the absolute discretion of UCW. This Deed Poll and the exchange of Confidential Information or participation by a party or its Representatives in discussions in connection with the Approved Purpose:
- (i) does not oblige a party to negotiate or endeavour to reach agreement with the other party;
 - (ii) does not impose any duty on either party with respect to any discussions or negotiations regarding the Approved Purpose; and
 - (iii) is not intended to constitute or evidence any agreement, arrangement, understanding or proposal by or between the parties relating to the Approved Purpose.

3. Confidentiality

3.1 Obligations of confidentiality

Subject to clauses 3.2 and 3.3, the Shareholder must:

- (a) only use the Confidential Information for the Approved Purpose;
- (b) keep the Confidential Information secret and confidential and not directly or indirectly disclose, divulge or communicate any of the Confidential Information to, or otherwise place any of the Confidential Information at the disposal of, any other person without the prior written approval of UCW;
- (c) take all reasonable steps to secure and keep secure all the Confidential Information coming into its possession or control;
- (d) co-operate with UCW in any action UCW may take to protect the confidentiality of the Confidential Information;

- (e) not deliberately memorise, use, modify, reverse engineer or make copies, notes or records of the Confidential Information for any purpose other than in connection with the performance by the Shareholder of its obligations under this Deed Poll; and
- (f) take all reasonable steps to ensure that any person to whom the Shareholder is permitted to disclose the Confidential Information under clause 3.3 complies at all times with the terms of this Deed Poll as if that person was the Shareholder.

3.2 Exceptions

The obligations of confidentiality under clause 3.1 do not apply to:

- (a) any Confidential Information that:
 - (i) is disclosed to the Shareholder by a third party entitled to do so, whether before or after the date of this Deed Poll;
 - (ii) was already lawfully in the Shareholder's possession when it was given to the Shareholder and was not otherwise acquired from UCW directly or indirectly; or
 - (iii) is generally available to the public at the date of this Deed Poll or subsequently becomes so available other than by reason of a breach of this Deed Poll or any breach of confidentiality; or
- (b) any disclosure of Confidential Information by the Shareholder that is necessary to comply with any court order, law, or the applicable rules of any financial market (as defined in the Corporations Act) if, to the extent practicable and as soon as reasonably possible, the Shareholder:
 - (i) notifies UCW of the proposed disclosure;
 - (ii) consults with UCW as to its content; and
 - (iii) uses reasonable endeavours to comply with any reasonable request by UCW concerning the proposed disclosure.

3.3 Authorised disclosure

The Shareholder may disclose Confidential Information to a Representative only if the disclosure is made to the Representative strictly on a "need to know basis" and, prior to the disclosure:

- (a) the Shareholder notifies the Representative of the confidential nature of the Confidential Information to be disclosed; and
- (b) the Representative undertakes to the Shareholder (and if requested to do so by UCW, signs an undertaking or deed in a form acceptable to UCW), for the benefit of UCW, to be bound by the obligations in this Deed Poll as if the Representative was the Shareholder in relation to the Confidential Information to be disclosed to the Representative.

3.4 Return or destruction of Confidential Information

Immediately on the written request of UCW or on the termination of this Deed Poll for any reason, the Shareholder must:

- (a) cease using all Confidential Information;
- (b) deliver to UCW all documents and other materials in its possession or control containing, recording or constituting the Confidential Information or, at UCW's option, destroy, and certify to UCW that it has destroyed, those documents and materials; and
- (c) for Confidential Information stored electronically, permanently delete that Confidential Information from all electronic media on which it is stored, so that it cannot be restored.

3.5 Ownership of the Confidential Information

The Shareholder acknowledges and agrees that the Confidential Information is and remains the property of, confidential to and a trade secret of, UCW, and this Deed Poll does not give the Shareholder any right or interest in the Confidential Information other than the right to use it strictly in accordance with this Deed Poll.

4. Liability

4.1 Liability for breach by Representative

The Shareholder is liable for any breach of this Deed Poll by a Representative as if the Representative was the Shareholder in relation to the Confidential Information disclosed to the Representative.

4.2 Indemnity from Shareholder

The Shareholder indemnifies and must keep indemnified UCW against all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs (including legal costs on a full indemnity basis) that may be brought against UCW or which UCW may pay, sustain or incur as a direct or indirect result of:

- (a) any breach by the Shareholder;
- (b) any breach of an undertaking given or deed signed by a Representative under clause 3.3(b); or
- (c) any breach of confidence by a Representative in circumstances where the Shareholder has breached this Deed Poll.

4.3 Other remedies

The Shareholder acknowledges and agrees that monetary damages may be an insufficient remedy for UCW if the Shareholder or a Representative breaches this Deed Poll and in addition to any other remedy which may be available in law or equity, UCW may seek injunctive relief to prevent any actual or threatened breach of this Deed Poll and to compel specific performance of this Deed Poll.

5. Duration

The obligations imposed under this Deed Poll:

- (a) survive the completion of the Approved Purpose and the return or destruction of Confidential Information under clause 3.4; and
- (b) continue to apply to and must be observed by the parties until both parties release the other party, in writing, from this Deed Poll.

6. Insider Trading

- (a) The Shareholder acknowledges that as a result of its receipt of the Confidential Information under this Deed it (and if applicable, its Representatives) may be (or be taken to be) in possession of Inside Information in relation to:
 - (i) UCW or its securities; and
 - (ii) RedHill or its securities.
- (b) The Shareholder acknowledges that it is aware of and agrees to comply with (and that it will ensure that its Representatives who receive access to any of the Confidential Information disclosed to it under this Deed will have been advised of and will comply with) Securities Laws, including in relation to UCW's securities and the RedHill's securities.

7. Standstill

During the Standstill Period, neither the Shareholder, nor any of its Representatives, may, either directly or indirectly or jointly or in concert with any other person:

- (a) acquire, offer to acquire, or agree to acquire, any securities of UCW or RedHill;
- (b) sell, transfer, dispose of, encumber or otherwise deal with any securities of UCW or RedHill;
- (c) encourage any other person to take the action referred to in clauses (a) and (b) above;
- (d) vote, or in any way participate in any solicitation of proxies to vote, or seek to influence any person with respect to voting of any securities of UCW or RedHill as they relate to a transaction affecting the control of the entity concerned; or
- (e) make any proposal for, or offer of, a corporate transaction involving UCW or RedHill (including a merger, takeover, or other business combination, amalgamation or recapitalisation);

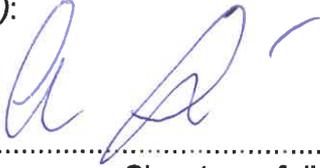
8. General

- (a) Nothing in this Deed Poll prevents a party from seeking injunctive relief.
- (b) This Deed Poll may only be amended by the parties in writing.
- (c) The parties do not intend that any agency or partnership relationship be created by this Deed Poll.

- (d) This Deed Poll is governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of that State.

Executed as a Deed Poll.

Executed by Microequities Asset Management Group Limited in accordance with section 127(1) of the *Corporations Act 2001 (Cth)*:



.....
Signature of director

.....
Signature of director or company secretary*
*delete whichever does not apply



.....
Name (please print)

.....
Name (please print)

K&L GATES

klgates.com

Form 605

Corporations Act 2001
Section 671B

Notice of ceasing to be a substantial holder

To Company name/Scheme UCW Limited (ASX: UCW) (UCW)
ACN or ARSN 108 962 152

1. Details of substantial holder (1)

Name UCW Limited (ASX: UCW)
ACN/ARSN (if applicable) 108 962 152

The holder ceased to be a substantial holder on 14 / 12 /20

The previous notice was given to the company on 22 / 01/ 21

The previous notice was dated 22 / 01/ 21

2. Changed in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest (2) of the substantial holder or an associate (3) in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (4)	Consideration given in relation to change(5)	Class (6) and number of securities affected	Person's votes affected
14/12/20	UCW	UCW ceased to have a relevant interest in the securities by virtue of section 608(1)(b) and (c) and section 608(8) of the Corporations Act pursuant to the end of the standstill period under the Confidentiality and Standstill Deed Poll, dated 19 November 2020 by Viburnum Funds Pty Ltd (Viburnum) in favour of UCW (Viburnum Deed Poll), a copy of which is attached to UCW's Form 603 dated 22 January 2021.	Nil cash consideration. Relevant interest was originally acquired as a result of Viburnum entering into the Viburnum Deed Poll.	12,737,507 fully paid ordinary shares	10.84%
14/12/20	UCW	UCW ceased to have a relevant interest in the securities by virtue of section 608(1)(b) and (c) and section 608(8) of the Corporations Act pursuant to the end of the standstill period under the Confidentiality and Standstill Deed Poll, dated 2 December 2020 by Microequities Asset Management Group Limited (Microequities) in favour of UCW (Microequities Deed Poll), a copy of which is attached to UCW's Form 604 dated 22 January 2021.	Nil cash consideration. Relevant interest was originally acquired as a result of Microequities entering into the Microequities Deed Poll.	7,262,199 fully paid ordinary shares	6.18%

3. Changes in association

The persons who have become associates (3) of, ceased to be associates of, or have changed the nature of their association (7) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

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

4. Addresses

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

Name	Address
UCW	Level 1, 333 Kent Street, Sydney NSW 2000

Signature

print name Lyndon Catzel capacity Authorised signatory

sign here



date 22 / 01 / 21

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 6 of the form.
 - (2) See the definition of "relevant interest" in section 608 and 671(b) of the Corporations Act 2001.
 - (3) See the definition of "associate" in section 9 of the Corporations Act 2001.
 - (4) Include details of:
 - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. 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.
- (5) 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.
 - (6) The voting shares of a company constitute one class unless divided into separate classes.
 - (7) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

Form 604
Corporations Act 2001
Section 671B

Notice of change of interests of substantial holder

To Company Name/Scheme UCW Limited (ASX: UCW) (**UCW**)

ACN/ARSN 108 962 152

1. Details of substantial holder (1)

Name Global Capital Holdings (Australia) Pty Ltd (**GCH**)

ACN/ARSN (if applicable) 083 101 053

There was a change in the interests of the substantial holder on 19/11/20, 02/12/20

The previous notice was given to the company on 21/10/19

The previous notice was dated 21/10/19

2. Previous and present 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 when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Fully Paid Ordinary Shares (FPO)	32,608,791	27.75%	52,608,497	44.77%

3. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
19/11/20	GCH	Pursuant to section 608(3) of the Corporations Act, GCH, as the holder of more than 20% of the voting power in UCW, has a relevant interest in the securities in which UCW has a relevant interest in. UCW has a relevant interest in the securities by virtue of section 608(1)(b) and (c) and section 608(8) of the Corporations Act (Cth) pursuant to the Confidentiality and Standstill Deed Poll, dated 19 November 2020 by Viburnum Funds Pty Ltd (Viburnum) in favour of UCW, a copy of which is attached to UCW's Form 603 dated 22 January 2021.	Nil consideration.	12,737,507 FPO	10.84%

02/12/20	GCH	<p>Pursuant to section 608(3) of the Corporations Act, GCH, as the holder of more than 20% of the voting power in UCW, has a relevant interest in the securities in which UCW has a relevant interest in.</p> <p>UCW has a relevant interest in the securities by virtue of section 608(1)(b) and (c) and section 608(8) of the Corporations Act pursuant to the Confidentiality and Standstill Deed Poll, dated 2 December 2020 by Microequities Asset Management Group Limited (Microequities) in favour of UCW, a copy of which is attached to UCW's Form 604 dated 22 January 2021.</p>	Nil consideration	7,262,199 FPO	6.18%
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4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
GCH	JP Morgan Nominees Australia Ltd; or Bank of New York Mellon	Viburnum	Pursuant to section 608(3) of the Corporations Act, GCH, as the holder of more than 20% of the voting power in UCW, has a relevant interest in the securities in which UCW has a relevant interest in.	12,737,507 FPO	10.84%
	JP Morgan Chase Bank	Microequities	Pursuant to section 608(3) of the Corporations Act, GCH, as the holder of more than 20% of the voting power in UCW, has a relevant interest in the securities in which UCW has a relevant interest in.	7,262,199 FPO	6.18%
	See GCH's substantial shareholder notice dated 21 October 2019.	See GCH's substantial shareholder notice dated 21 October 2019.	See GCH's substantial shareholder notice dated 21 October 2019.	32,608,791 FPO	27.75%

5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

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

6. Addresses

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

Name	Address
GCH	Tower 2, Level 14, 101 Grafton Street, Bondi Junction, NSW 2022
UCW	Level 1, 333 Kent Street, Sydney NSW 2000

Signature

print name Lyndon Catzel capacity Authorised signatory

sign here



date

22/01/2021

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 6 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 person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (6) Include details of:
(any relevant agreement or other circumstances because of which the change in relevant interest occurred. 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
(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.
- (7) 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 on 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.
- (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) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

Form 604
Corporations Act 2001
Section 671B

Notice of change of interests of substantial holder

To Company Name/Scheme UCW Limited (ASX: UCW) (**UCW**)

ACN/ARSN 108 962 152

1. Details of substantial holder (1)

Name Global Capital Holdings (Australia) Pty Ltd (**GCH**)

ACN/ARSN (if applicable) 083 101 053

There was a change in the interests of the substantial holder on 14/12/20

The previous notice was given to the company on 22/01/21

The previous notice was dated 22/01/21

2. Previous and present 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 when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Fully Paid Ordinary Shares (FPO)	52,608,497	44.77%	32,608,791	27.75%

3. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
14/12/20	GCH	GCH ceased to have a relevant interest in the securities by virtue of section 608(3) of the Corporations Act, as a result of UCW ceasing to have a relevant interest in the securities by virtue of section 608(1)(b) and (c) and section 608(8) of the Corporations Act pursuant to the end of the standstill period under the Confidentiality and Standstill Deed Poll, dated 19 November 2020 by Viburnum Funds Pty Ltd in favour of UCW, a copy of which is attached to UCW's Form 603 dated 22 January 2021.	Nil consideration.	12,737,507 FPO	10.84%

14/12/20	GCH	GCH ceased to have a relevant interest in the securities by virtue of section 608(3) of the Corporations Act, as a result of UCW ceasing to have a relevant interest in the securities by virtue of section 608(1)(b) and (c) and section 608(8) of the Corporations Act pursuant to the end of the standstill period under the Confidentiality and Standstill Deed Poll, dated 2 December 2020 by Microequities Asset Management Group Limited in favour of UCW, a copy of which is attached to UCW's Form 604 dated 22 January 2021.	Nil consideration	7,262,199 FPO	6.18%
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4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
GCH	See GCH's substantial shareholder notice dated 21 October 2019.	See GCH's substantial shareholder notice dated 21 October 2019.	See GCH's substantial shareholder notice dated 21 October 2019.	32,608,791 FPO	27.75%

5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

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

6. Addresses

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

Name	Address
GCH	Tower 2, Level 14, 101 Grafton Street, Bondi Junction, NSW 2022
UCW	Level 1, 333 Kent Street, Sydney NSW 2000

Signature

print name Lyndon Catzel capacity Authorised signatory

sign here



date

22/01/2021

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 6 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 person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (6) Include details of:
- (any relevant agreement or other circumstances because of which the change in relevant interest occurred. 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
- (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.
- (7) 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 on 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.
- (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) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.