ASX Release

MANAGING DIRECTOR'S EMPLOYMENT CONTRACT

Melbourne, Australia – Friday, 24 June 2016 – Spirit Telecom Limited ("Spirit" or "the Company") is pleased to advise that it has finalised the terms of an Employment Agreement with its Managing Director, Mr Geoffrey Neate. As disclosed in the Prospectus dated 4th May 2016, Clause 10.5.1, this follows the recent completion of the Company's successful capital raising and acquisition of Spirit Telecom (Australia) Pty Ltd.

Mr Neate is a co-founder of Spirit Telecom, starting the business in 2005. He has been a senior executive with several established organisations such as Primus Telecom, RACV, Telstra and Lend Lease Corporate Services. During his three years at Primus Telecom as General Manager of the Consumer Division, included managing near 500 staff, $8 million marketing spend and $47 million operational expenses.

With over 20 years' experience in telecommunications, he has witnessed the industry transform and has shaped Spirit's activities accordingly.

Spirit Chairman, Mr James Joughin commented; "We are delighted to have finalised the Employment Agreement for Geoff in this very exciting time for the Company and its recent listing on ASX. We look forward to his leadership throughout the coming years and moving the Company forward through its objectives."

A summary of key terms of Mr Neate's Employment Agreement is set out in the Appendix to this announcement.

ENDS.

Spirit Telecom Limited
ABN 73 089 224 402

Level 2, 240 Chapel St, Prahran, VIC 3181
PO Box 377, Prahran, 3181
www.spirit.com.au | 1300 007 001

APPENDIX 1 – KEY TERMS OF EMPLOYMENT AGREEMENT

1. **Duration of Agreement**

   Mr. Neate will remain appointed as Managing Director until terminated by himself or in accordance with the Agreement.

2. **Remuneration**

   (i) Fixed remuneration of $305,159 per annum (plus statutory superannuation contributions)

   (ii) Short term incentive – Mr Neate will be eligible to receive a short term incentive from the Company (STI), which will be structured as a cash payment subject to achievement of relevant key financial and non-financial milestones. Mr Neate's maximum entitlement to receive an STI is 30% of his Base Salary with the key milestones to be achieved by no later than 30 June 2017.

   (iii) Long term incentive – subject to shareholder and all other regulatory approvals, the Company proposes to grant the issue of up to $100,000 performance rights subject to achievement of relevant TSR and return on capital measures.

3. **Termination of Employment**

   (i) Mr Neate's employment may be terminated at any time by the Company providing 6 months written notice of termination (or payment in lieu of such notice). The Company may terminate Mr Neate's employment immediately in certain circumstances including serious misconduct and material breach of the Agreement.

   (ii) Mr Neate may terminate his employment by providing the Company with 3 months written notice of termination.

4. **Post-employment restraints**

   On termination of his employment, Mr Neate will be subject to customary post employment restraints.