Notice of Annual General Meeting
and Explanatory Memorandum

ChimpChange Limited

ACN 150 762 351

Date of Meeting:	28 November 2016
Time of Meeting:	11.00am (Sydney time)
Place of Meeting:	c/- Pitcher Partners Harbour Room Level 22, MLC Centre 19 Martin Place Sydney NSW 2000 Australia

This is an important document and requires your attention
If you are in any doubt about how to deal with this document, please consult your legal, financial or other professional advisor.

Notice of Annual General Meeting

Notice is given that the Annual General Meeting of shareholders of ChimpChange Limited ACN 150 762 351 (**Company**) will be held at c/- Pitcher Partners, Harbour Room, Level 22, MLC Centre, 19 Martin Place, Sydney, NSW, Australia on 28 November 2016 at 11.00am (Sydney time).

Terms used in this Notice of Meeting are defined in Section 9 of the accompanying Explanatory Memorandum.

AGENDA

ORDINARY BUSINESS

Financial Statements

To receive and consider the financial statements of the Company and its controlled entities for the period ended 30 June 2016 and the related Directors' Report, Directors' Declaration and Auditor's report.

1. Resolution 1 – Adoption of Remuneration Report

To consider and, if thought fit, pass the following Resolution, as an advisory Resolution, without amendment:

"That for the purposes of Section 250R(2) of the Corporations Act, and for all other purposes, the Remuneration Report for the year ended 30 June 2016 (as set out in the Directors' Report) is adopted."

The vote on this Resolution 1 is advisory only and does not bind the Directors or the Company.

Voting restriction pursuant to Section 250R(4) of the Corporations Act

A vote on this Resolution 1 must not be cast (in any capacity) by or on behalf of either of the following persons:

(a) a member of the Key Management Personnel details of whose remuneration are included in the Remuneration Report; and

(b) a Closely Related Party of such a member.

However, the above persons may cast a vote on Resolution 1 if:

(a) the person does so as a proxy; and

(b) the vote is not cast on behalf of a member of the Key Management Personnel details of whose remuneration are included in the Remuneration Report or a Closely Related Party of such a member; and

(c) either:

(1) the voter is appointed as a proxy by writing that specifies the way the proxy is to vote on the Resolution; or

(2) the voter is the Chairman of the Meeting and the appointment of the Chairman as proxy:

A. does not specify the way the proxy is to vote on the Resolution; and

B. expressly authorises the Chairman to exercise the proxy even if the Resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel for the Company or, if the Company is part of a consolidated entity, for the entity.

Voting Intentions of the Chairman

Shareholders should be aware that any undirected proxies given to the Chairman will be cast by the Chairman and counted in favour of the Resolutions the subject of this Meeting, including Resolution 1, subject to compliance with the Corporations Act. In exceptional circumstances, the Chair of the Meeting may change his/her voting intention on any Resolution, in which case an ASX announcement will be made.

Further details, in relation to the ability of the Chairman to vote on undirected proxies are set out in the accompanying proxy form.

2. Resolution 2 – Re-election of Mr Ben Harrison as a Director

To consider and, if thought fit, pass the following Resolution, as an Ordinary Resolution, without amendment:

"That Mr Ben Harrison, who retires by rotation in accordance with Rule 39.1 of the Company's Constitution and, being eligible, offers himself for re-election be re-elected as a Director of the Company."

3. Resolution 3 – Election of Ms Teresa Clarke as a Director

To consider and, if though fit, pass the following resolution with or without amendment, as an Ordinary Resolution:

"That, for the purposes of clause 37 of the Company's Constitution and for all other purposes, Teresa Clarke, a Director who was appointed on 14 October 2016, retires, and being eligible, offers herself for election, is elected as a Director of the Company."

4. Resolution 4 – Issue of Options to Ms Teresa Clarke

To consider and, if though fit, pass the following resolution with or without amendment, as an Ordinary Resolution:

*"That in accordance with the provisions of Chapter 2E of the Corporations Act and for all other purposes, the Company is authorised to issue 250,000 options to subscribe for ordinary shares in the Company each exercisable at $1.00 and expiring on 31 December 2018 to Ms Teresa Clarke a Director of the Company, or her nominee, on the terms and conditions set out in this Notice and accompanying Explanatory Memorandum (**Director Options**)."*

NOTES:

A copy of this Notice and the Explanatory Memorandum which accompanies this Notice has been lodged with ASIC in accordance with Section 218 of the Corporations Act.

A detailed summary of the proposed terms of the options the subject of this Notice is contained within the Explanatory Memorandum.

VOTING EXCLUSION STATEMENT:

The Company will disregard any votes cast on Resolution 4 by Ms Teresa Clarke or any associate of Ms Teresa Clarke.

However, the Company need not disregard a vote if it is cast by a person appointed in writing as proxy for a person, which person is entitled to vote on the Resolution, where the appointment specifies how the proxy is to vote on the Resolution.

Proxy voting by Key Management Personnel and their Closely Related Parties

A vote on Resolution 4 must not be cast by:

- any member of Key Management Personnel of the Company or if the Company is part of a consolidated entity, of the entity; or
- a Closely Related Party of such a member,

who is appointed as a Shareholder's proxy, on the basis of that appointment, where the Shareholder does not specify in writing the way the proxy is to vote on the resolution.

However, the Company need not disregard a vote if it is cast by the person chairing the Meeting as proxy for a person who is entitled to vote, where the Shareholder does not specify in writing the way the proxy is to vote on the resolution, if the appointment of proxy expressly authorises the chair to exercise the proxy even if the resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel for the Company or if the Company is part of a consolidated entity, of the entity.

5. Resolution 5 – Approval of ESOP

To consider and, if thought fit, pass the following Resolution, as an Ordinary Resolution, without amendment:

*"That the Employee Share and Option Plan (**ESOP**), which is summarised in the attached Explanatory Memorandum, be approved and that for the purposes of Exception 9(b) of Listing Rule 7.2 and for all other purposes, the issue of securities under the ESOP within three (3) years from the date of this resolution be an exception to Listing Rules 7.1 and 7.1A."*

Voting Exclusion Statement

The Company will disregard any votes cast on this Resolution 5 by:

(a) a Director of the Company (except one who is ineligible to participate in any employee incentive scheme in relation to the Company); and

(b) any associate of a Director of the Company.

However the Company need not disregard a vote if:

(a) it is cast by a person as proxy for a person who is entitled to vote, in accordance with the directions on the proxy form; or

(b) it is cast by the person chairing the Meeting as proxy for a person who is entitled to vote, in accordance with the direction on the proxy form to vote as the proxy decides.

In addition, a vote on this Resolution must not be cast by:

(a) any member of Key Management Personnel of the Company; or

(b) a Closely Related Party of such a member,

who is appointed as a Shareholder's proxy, on the basis of that appointment, where the Shareholder does not specify in writing the way the proxy is to vote on the resolution.

However, the Company need not disregard a vote if it is cast by the person chairing the Meeting as proxy for a person who is entitled to vote, where the Shareholder does not specify in writing the way the proxy is to vote on the resolution, if the appointment of proxy expressly authorises the chair to exercise the proxy even if the resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel for the Company or if the Company is part of a consolidated entity, of the entity.

SPECIAL BUSINESS

6. Resolution 6 - Approval to issue an additional 10% of the issued capital of the Company over a 12 month period pursuant to Listing Rule 7.1A

To consider and, if thought fit, pass the following Resolution, as a Special Resolution, without amendment:

"That, pursuant to and in accordance with Listing Rule 7.1A, and for all other purposes, Shareholders approve the issue of Equity Securities of up to 10% of the issued capital of the Company (at the time of issue) calculated in accordance with the formula prescribed in Listing Rule 7.1A.2, over a 12 month period from the date of the Meeting, at a price not less than that determined pursuant to Listing Rule 7.1A.3 and otherwise on the terms and conditions described in the Explanatory Memorandum (Placement Securities)."

Voting Exclusion Statement

The Company will disregard any votes cast on this Resolution 6 by:

(c) a person who may participate in the issue of the Placement Securities and a person who might obtain a benefit if this Resolution 6 is passed, except a benefit solely in their capacity as a holder of Shares if the Resolution is passed; and

(d) an associate of that person (or those persons).

However the Company need not disregard a vote if:

(a) it is cast by a person as proxy for a person who is entitled to vote, in accordance with the directions on the proxy form; or

(b) it is cast by the person chairing the Meeting as proxy for a person who is entitled to vote, in accordance with the direction on the proxy form to vote as the proxy decides.

Important Note (in relation to Resolution 6)

The proposed allottees of any Placement Securities are not as yet known or identified. In these circumstances (and in accordance with the note set out in Listing Rule 14.11.1 relating to Listing Rules 7.1 and 7.1A), for a person's vote to be excluded, it must be known that that person will participate in the proposed issue. Where it is not known who will participate in the proposed issue (as is the case in respect of the Placement Securities), shareholders must consider the proposal on the basis that they may or may not get a benefit and that it is possible that their holding will be diluted and there is no reason to exclude their votes.

NOTES

A copy of this Notice and Explanatory Memorandum which accompanies this notice has been lodged with ASIC in accordance with Section 218 of the Corporations Act.

GENERAL BUSINESS

To consider any other business as may be lawfully put forward in accordance with the Constitution of the Company.

By order of the Board
DP Cornish
Company Secretary
20 October 2016

Explanatory Memorandum

1. Introduction

This Explanatory Memorandum is provided to shareholders of ChimpChange Limited ACN 150 762 351 (**Company**) to explain the resolutions to be put to Shareholders at the Annual General Meeting to be held at c/- Pitcher Partners, Harbour Room, Level 22, MLC Centre, 19 Martin Place, Sydney, NSW, Australia on 28 November 2016 commencing at 11.00am (Sydney time).

The Directors recommend shareholders read the accompanying Notice of Meeting and this Explanatory Memorandum in full before making any decision in relation to the resolutions.

Terms used in this Explanatory Memorandum are defined in Section 9.

2. Financial Statements

The Corporations Act requires that the Company's Annual Financial Report for the period ending 30 June 2016 (including the Directors' Report, Financial Statements and the Audit Report) be laid before the Annual General Meeting for discussion. Although not requiring a vote of members, an opportunity will be provided for members to ask questions on the Annual Financial Report.

The Company will not provide a hard copy of the Company's Annual Financial Report to Shareholders unless specifically requested to do so. The Company's Annual Financial Report is available on its website at www.chimpchange.me

3. Resolution 1 - Adoption of Remuneration Report

3.1 Remuneration Report

The Board has submitted its Remuneration Report to Shareholders for consideration and adoption by way of a non-binding advisory Resolution in accordance with Section 250R of the Corporations Act,.

The Remuneration Report is set out in the Directors' Report section of the Annual Financial Report for the period ending 30 June 2016. The Report:

(a) explains the Board's policy for determining the nature and amount of remuneration of Key Management Personnel of the Company;

(b) explains the relationship between the Board's remuneration policy and the Company's performance;

(c) sets out remuneration details for each Key Management Personnel of the Company including details of performance related remuneration and options granted as part of remuneration; and

(d) details and explains any performance conditions applicable to the remuneration of Key Management Personnel of the Company.

A reasonable opportunity will be provided for discussion of the Remuneration Report at the Meeting.

3.2 Recommendation

The Directors unanimously recommend that Shareholders vote in favour of adopting the Remuneration Report. A vote on this resolution is advisory only and does not bind the Directors or the Company.

3.3 Voting restrictions on Key Management Personnel and their Closely Related Parties and their proxies

As set out in the notes to Resolution 1, a voting exclusion statement applies with respect to the voting on this Resolution by members of the Key Management Personnel and their Closely Related Parties and their proxies voting (in any capacity).

Shareholders should be aware that any undirected proxies given to the Chairman will be cast by the Chairman and counted in favour of the Resolutions the subject of this Meeting, including this Resolution 1, subject to compliance with the Corporations Act. In exceptional circumstances, the Chairman of the Meeting may change his/her voting intention on any resolution, in which case an ASX announcement will be made.

4. Resolution 2 – Re-election of Mr Ben Harrison as a Director

Mr Ben Harrison retires by rotation in accordance with Rule 39.1 of the Company's Constitution and, being eligible, offers himself for re-election as a Director.

Under Rule 39.1 of the Company's Constitution, one-third of Directors are required to retire at each annual general meeting (excluding directors seeking election at the meeting for the first time, or the Managing Director).

Ben Harrison's qualifications and experience

Mr Harrison has 10 years' experience in advising and investing in companies. He spent 5 years working for a leading mid cap corporate advisory house where he executed capital market and M&A transactions. He is currently involved in the private equity and venture capital sector.

Mr Harrison has been involved at board level in a number of investee companies on behalf of investors. His experience extends beyond financing and M&A into; investment, strategy, financial management, corporate restructuring, corporate governance and general management.

Mr Harrison holds a Bachelor of Science and Masters of Applied Finance and Investment.

Mr Harrison is a member of the Audit and Risk Committee.

The Directors (with Mr Harrison abstaining) recommend that you vote in favour of this Ordinary Resolution.

5. Resolution 3 – Election of Ms Teresa Clarke as a Director

Clause 37 of the Constitution allows the Directors to appoint at any time a person to be a Director either to fill a casual vacancy or as an addition to the existing Directors, but only where the total number of Directors does not at any time exceed the maximum number specified by the Constitution.

In accordance with clause 37 of the Constitution, any Director so appointed holds office only until the next following annual general meeting and is then eligible for election by Shareholders but shall not be taken into account in determining the Directors who are to retire by rotation (if any) at that meeting. Teresa Clarke, a Non-Executive Director of the Company, was appointed on 14 October 2016 and retires in accordance with clause 37 of the Constitution and being eligible, seeks election from Shareholders.

Teresa Clarke's qualifications and experience

Teresa Clarke is a Harvard Business School (MBA), Harvard Law School (JD) and Harvard University (Economics) Graduate. Ms Clarke had an esteemed 12-year career in investment banking at Goldman Sachs; including performing the role of Managing Director and Vice President.

One of her major contributions was to play a key role in launching the firm's Global Markets Institute. She later moved back into the investment banking division where she led mergers and acquisitions, and corporate finance transactions for Fortune 500 companies in the US and Europe.

Ms Clarke is a Californian native who now spends her time between New York and South Africa; working on eCommerce website Africa.com, which she Founded in 2010.

Ms Clarke has lectured at Oxford, Harvard, Princeton, Yale, Wharton, Stanford, and Tufts. In addition to teaching corporate finance in the MBA program at Wits Business School.

In 2013, Ms Clarke traveled with President Obama and his family to Senegal, South Africa, and Tanzania. That same year she delivered a TED Talk at TEDx Euston (London) on the topic of The Diaspora Divide.

In November 2014, U.S. Secretary of Commerce Penny Pritzker appointed Ms Clarke and 14 private sector leaders to the President Obama's Advisory Council on Doing Business in Africa (PAC-DBIA). PAC-DBIA members were selected to advise the President, through the Secretary of Commerce, on strengthening commercial engagement between the United States and Africa.

Ms Clarke has not held any directorships in other ASX listed companies in the last three years.

In accordance with the Company's Corporate Governance Charter that has been drafted with consideration of the ASX Corporate Governance Council's "Corporate Governance Principles and Recommendations, 3rd Edition", Ms Clarke is considered independent.

The Directors (with Ms Clarke abstaining) recommend that you vote in favour of this ordinary resolution.

6. Resolution 4 – Issue of Options to Ms Teresa Clarke

6.1 Introduction

The Directors have resolved to refer to members for approval the issue of 250,000 options to Ms Teresa Clarke, or her nominee, each exercisable at $1.00 and expiring on 31 December 2018. The Options will vest immediately upon issue.

The terms of the Options are set out in more detail below.

Approval for the issue of the Options is sought in accordance with the provisions of Listing Rule 10.11 and Part 2E of the Corporations Act. If approval is given under Listing Rule 10.11, approval will not be required under Listing Rule 7.1, pursuant to exception 14 of Listing Rule 7.2.

6.2 Option Terms

A summary of the material terms of the Options is set out below:

- The securities to be issued to Ms Clarke (**Option holder**) are options to subscribe for Shares.
- The Options are to be issued for no consideration.
- The exercise price of each Option is $1.00 (**Exercise Price**).

- The Options will vest immediately upon issue (**Vesting Date**).
- The Options will expire and be forfeited (if the Options have not already been forfeited) on the earlier of (**Expiry Date**):

  (a) 31 December 2018; or

  (b) the date being 3 months after the Director ceases to be a Director of the Company.
- Shares issued on exercise of the Options will rank pari passu with all existing Shares from the date of issue.
- The Options may be exercised wholly or in part by notice in writing to the Company received at any time on or before the Expiry Date together with a cheque for the Exercise Price of the Option multiplied by the number of Shares in respect of which Options are being exercised.
- The Options shall be unlisted but shall be transferable.
- Upon allotment of Shares pursuant to the exercise of Options, the Company shall use its best endeavours to have such Shares quoted and listed on the Official List of the ASX.
- Option holders do not have any right to participate in new issues of securities in the Company made to Shareholders generally. The Company will, where required pursuant to the Listing Rules, provide Option holders with notice prior to the books record date (to determine entitlements to any new issue of securities made to Shareholders generally) to exercise the Options, in accordance with the requirements of the Listing Rules.
- Option holders do not participate in dividends or in bonus issues unless the Options are exercised and the resultant shares of the Company are issued prior to the record date to determine entitlements to the dividend or bonus issue.
- In the event of any reconstruction (including consolidation, subdivision, reduction or return) of the issued capital of the Company:

  (a) the number of Options, the exercise price, or both will be reconstructed (as appropriate) in a manner consistent with the Listing Rules, but with the intention that such reconstruction will not result in any benefits being conferred on the Option holder which are not conferred on Shareholders; and

  (b) subject to the provisions with respect to rounding of entitlements as sanctioned by a meeting of Shareholders of the Company approving a reconstruction of capital, in all other respects the terms for the exercise of the Options will remain unchanged.
- If there is a bonus issue to Shareholders, the number of Shares over which an Option is exercisable will be increased by the number of Shares which the Option holder would have received if the Options had been exercised before the record date for the bonus issue.
- If, during the life of any Option, there is a pro rata issue (except a bonus issue), the Exercise Price of an Option may be reduced according to the following formula:

  $$O^1 = O - \frac{E\,[P - (S + D)]}{N + 1}$$

  where

  O^1 = the new exercise price of the Option

  O = the old exercise price of the Option

  E = the number of underlying securities into which one Option is exercisable

  P = the average market price per security (weighted by reference to volume) of the underlying securities during the five (5) trading days ending on the day before the ex right

date or the ex entitlements date

S = the subscription price for a security under the pro-rata issue

D = the dividend due but not yet paid on existing underlying securities (except those to be issued under the pro-rata issue)

N = the number of securities with rights or entitlements that must be held to receive a right to one new security

- The terms of the Options shall only be changed if Shareholders (whose votes are not to be disregarded) approve of such a change. However, the terms of the Options shall not be changed to reduce the Exercise Price, increase the number of Options or change any period for exercise of the Options.

For the purposes of the terms of the Options, "associate" and "relevant interest" have the meaning given to those terms in the Corporations Act.

6.3 Regulatory Requirements

Chapter 2E of the Corporations Act

Chapter 2E of the Corporations Act prohibits a public company from giving a financial benefit to a related party of that public company unless the benefit falls within one of the various exceptions to the general prohibition. One of the exceptions includes where the company first obtains the approval of its shareholders in general meeting in circumstances where the requirements of Chapter 2E of the Corporations Act in relation to the convening of that meeting have been met.

A "related party" for the purposes of the Corporations Act is defined widely and includes a director of a public company.

A "financial benefit" for the purposes of the Corporations Act has a very wide meaning. It includes the public company paying money or issuing securities to the related party. In determining whether or not a financial benefit is being given, it is necessary to look to the economic and commercial substance and effect of what the public company is doing (rather than just the legal form). Any consideration which is given for the financial benefit is to be disregarded, even if it is full or adequate.

The proposed resolutions, if passed, will confer financial benefits to Ms Clarke, or her nominee, and the Company seeks to obtain Shareholder approval in accordance with the requirements of Chapter 2E of the Corporations Act and for this reason and for all other purposes the following information is provided to Shareholders.

(a) The related party to whom Resolution Four would permit the financial benefit to be given

Ms Clarke, being a Director of the Company (or her nominee) is the related party to whom this Resolution would permit the financial benefit to be given.

(b) The nature of the financial benefit

The nature of the proposed financial benefit to be given is:

- The issue of 250,000 Options to Ms Clarke, or her nominee;
- The Options shall be issued for no cash consideration; and
- The Options shall each be exercisable into fully paid Shares at an exercise price of $1.00 each, and expiring on 31 December 2018.

(c) Directors' recommendation

Mr Clare, Mr Harrison, Mr Leijer and Mr Shilkin recommend that Shareholders vote in favour of this Resolution. As Ms Clarke is interested in the outcome of Resolution Four, she accordingly makes no recommendation to Shareholders in respect of this Resolution.

The reasons for the above recommendations include:

- the issue of the Options will provide the Director with reward and incentive for future services she will provide to the Company to further the progress of the Company;
- the Options are not intended as a substitute for salary or wages or as a means for compensation for past services rendered; and
- in the Company's circumstances as they existed as at the date of this Explanatory Memorandum, the Directors considered that the incentive provided a cost-effective and efficient incentive as opposed to alternative forms of incentives (e.g. cash bonuses, increased remuneration). However, it must be recognised that there will be an opportunity cost to the Company, being the price at which the Company could issue the Options to a third party.

(d) Recipients' interest and other remuneration

Ms Teresa Clarke has a material personal interest in the outcome of this Resolution, as it is proposed that the Director Options be issued to her (or her nominee). Excluding the Director Options, Ms Teresa Clarke (and entities associated with her) holds no Shares or options to subscribe for Shares.

Other than the Director Options to be issued to Ms Clarke (or her nominee) pursuant to Resolution Four, Ms Clarke currently receives director's remuneration of USD$40,000 per annum for her services as a Non-Executive Director of the Company.

Directors' Interests in Shares

If all of the Options issued are exercised by Ms Clarke, or her nominee, the following will be the effect on their holdings in the Company and the dilutionary impact on current Shareholders of the Company:

Shareholder	Current Share Holding	% of Total Share Capital (63,481,383 Shares on issue)	Shares held Upon Exercise of Options[1, 2, 3]	% of Total Share Capital (XX Shares on issue)[1, 2, 3]
Current Shareholders (other than Ms Clarke)	63,481,383	100.0%	63,481,383	99.6%
Ms Teresa Clarke	-	-	250,000	0.4%
Total	**63,481,383**	**100.0%**	**63,731,383**	**100.0%**

Notes:

1. *Assuming that no other Shares are issued.*
2. *Assuming that no other Options are exercised.*
3. *Assuming Ms Clarke, or her nominee, exercises all of their Options.*

There are currently 12,767,731 other options to subscribe for Shares on issue.

(e) Valuation

The Options are not currently quoted on the ASX and as such have no market value. The Options each grant the holder a right to subscribe for one Share upon exercise of each Option and payment of the Exercise Price. Accordingly, the Options may have a present value at the date of their exercise.

The Options may acquire future value dependent upon the extent to which the Shares exceed the exercise price of the Options during the term of the Options.

As a general proposition, options to subscribe for ordinary fully paid shares in a company have value. Various factors impact upon the value of options including things such as:

- the period outstanding before the expiry date of the options;
- the exercise price of the options relative to the underlying price or value of the securities into which they may be converted;
- the proportion of the issued capital as expanded consequent upon exercise represented by the shares issued upon exercise (i.e. whether or not the shares that might be acquired upon exercise of the options represent a controlling or other significant interest);
- the value of the shares into which the options may be converted; and
- whether or not the options are listed (i.e. readily capable of being liquidated).

The Company sought an independent valuation of the Options for the purposes of disclosing to Shareholders such information required to decide whether or not it is in the Company's interest to pass Resolution 4 and disclosing expenses in the Company's Financial Statements in accordance with AASB 2 Share Based Payments. The method used to value the options was the Black-Scholes Model, which is the most widely used and recognised model for pricing options. The value of an option calculated by the Black-Scholes Model is a function of the relationship between a number of variables, being the share price, the exercise price, the time to expiry, the risk-free interest rate and the volatility of the Company's underlying share price.

Inherent in the application of the Black-Scholes Model are a number of inputs, some of which must be assumed. The data relied upon in applying the Black-Scholes Model was:

- The exercise price of the Options being $1.00 each;
- The Share price at the time of issue of the Options, which is estimated to be $0.50 per Share, is based on the share price at 12 October 2016 (being the date of the independent valuation);
- The Options vesting immediately (**Vesting Date**).
- The Expiry Date being 31 December 2018;
- A volatility measure of 50%
- A risk-free interest rate of 1.71%; and
- A nil dividend yield,

(**Assumed Data**).

Some relatively minor variables were included in the calculation to estimate the value of Options as "American style" options (being exercisable at any time prior to the stated expiry date). Theoretically, the Black-Scholes Model prices "European style" options (being exercisable only on this exercise date).

Based on this information, the Company has adopted an indicative value for the Options of $0.047621 each. On that basis, and taking into account the Assumed Data, the total (accounting) value of the Options to be issued pursuant to Resolution 4 is $11,905.

(f) Any other information that is reasonably required by Shareholders to make a decision and that is known to the Company or any of its Directors

There is no other information known to the Company or any of its Directors that is reasonably required by Shareholders to make a decision with respect to the Resolutions save and except as follows:

Market Price Movement

The Option valuation noted above assumes a market price of the Shares on the date of issue of $0.50 per share (being the date of the independent valuation). There is a possibility that the market price of the Shares on the date of issue of the Options will be different to this and that the market price of the Shares will change up to the date of the Meeting.

Trading history

The Company's shares were listed on the ASX on 30 June 2016. In the period since 30 June 2016 to 13 October 2016, the Company's trading history is as follows:

- the highest trading price was $0.77 on 30 June 2016;
- the lowest trading price was $0.45 on 12 October 2016; and
- The VWAP per Share over the period between 30 June 2016 and 13 October 2016 was $0.60.

The trading price of the Shares on the close of trading on 13 October 2016 (being the last trading day before the date of this Notice of Meeting) was $0.55.

Opportunity Costs

The opportunity costs and benefits foregone by the Company issuing the Options to Ms Teresa Clarke, or her nominee, is the potentially dilutionary impact on the issued share capital of the Company (in the event that the Options are exercised). Until exercised, the issue of the Options will not impact upon the number of Shares on issue in the Company. To the extent that upon their exercise the dilutionary impact caused by the issue of Shares will be detrimental to the Company, this is more than offset by the advantages accruing from the Company securing the services of experienced and skilled Directors on appropriate incentive terms.

It is also considered that the potential increase in the value of the Options is dependent upon a concomitant increase in the value of the Company generally.

Taxation Consequences

No stamp duty will be payable in respect of the issue of the Options. No GST will be payable by the Company in respect of the issue of the Options (or if it is then it will be recoverable as an input credit).

AASB 2 "Share Based Payments" requires that these payments shall be measured at the more readily determinable fair value of the equity instrument. Under the accounting standards this amount will be expensed in the statement of comprehensive income. Where the issue date and the vesting date are different the total expenditure calculated will be allocated between the two dates taking into account the terms and conditions attached to the instruments and the counterparties as well as management's assumptions about probabilities of payments and compliance with and attainment of the set out terms and conditions.

Listing Rule 10.11

Listing Rule 10.11 requires an entity to obtain the approval of Shareholders to an issue of securities to a related party. Ms Teresa Clarke, a Director of the Company, is a related party of the Company. Accordingly, because the issue of the Options will result in the Company issuing securities to a related party, approval under Listing Rule 10.11 is required.

For the purposes of Listing Rule 10.13, the Company advises as follows:

- The maximum total number of Options to be issued to Ms Teresa Clarke, or her nominee, is 250,000 Options;
- Subject to Shareholder approval being obtained a letter of offer for the issue of the Options will be sent to Ms Clarke (**Offer**). Subject to Ms Clarke's acceptance of the Offer, the Options are intended to be issued as soon as possible following the Meeting, but in any event, no later than one (1) month after the date of the Meeting;
- The Options are being issued for nil consideration and the terms of the issue are set out in further detail above at section 6.2;
- No funds are being raised by the issue of the Options; and
- As noted above, as Shareholder approval is given under Listing Rule 10.11, approval is not required under Listing Rule 7.1.

Voting restrictions

There are restrictions on voting on Resolution Four by Ms Teresa Clarke and her associates, and Key Management Personnel and their Closely Related Parties.

Shareholders should be aware that any undirected proxies given to the chairperson will be cast by the Chairman and counted in favour of the resolutions the subject of this Meeting, including Resolution Four, subject to compliance with the Corporations Act.

Save as set out in this Explanatory Memorandum, the Directors are not aware of any other information that will be reasonably required by Shareholders to make a decision in relation to benefits contemplated by Resolution Four.

7. Resolution 5 – Approval of ESOP

7.1 Introduction

During late 2015 the Company adopted an employee share and option plan (**ESOP**) pursuant to which issued capital of the Company may be made available to eligible directors, employees and contractors as a form of longer term equity incentive. The terms of the ESOP were summarised in the Company's Prospectus dated 30 May 2016 as part of its admission to the official list of the ASX.

The eligible participants of the ESOP extend to employees of the Company's subsidiary in the US who may participate as USA Participants (as described in the ESOP). In order to qualify as a tax effect Incentive Stock Option in the US for USA participants, the ESOP must be approved by shareholders 12 months before or after the ESOP has been adopted.

To ensure compliance with these USA requirements, the Company is seeking Shareholder approval to approve the ESOP.

In seeking this approval, the Company also seeks approval for the purposes of the exception under Listing Rule 7.2, Exception 9(b) to Listing Rules 7.1 and 7.1A with respect to any potential future issue of securities under the Company's ESOP.

Approval of the ESOP is also sought under exception 9 to Listing Rule 7.2 so that any issue of securities under the ESOP over the next 3 years is disregarded when determining the 15% threshold of the Company.

A summary of the ESOP is set out in Schedule 1 to this Notice of Meeting.

7.2 ASX Listing Rule 7.1

Listing Rule 7.1 provides that a company must not, subject to specified exceptions, issue or agree to issue during any 12 month period any equity securities, or other securities with rights to conversion to equity (such as an option), if the number of those securities exceeds 15% of the number of securities on issue at the commencement of that 12 month period.

An exception to Listing Rule 7.1 is set out in Listing Rule 7.2 (Exception 9) which provides that Listing Rule 7.1 does not apply to an issue under an employee incentive scheme if, within the three years before the date of issue, shareholders have approved this issue as an exception to Listing Rule 7.1.

Shareholder approval is sought to adopt the ESOP in accordance with Listing Rule 7.2 (Exception 9) and to enable the Company to subsequently grant Employee Options under the plan without having to obtain shareholder approval each time the company wishes to issue securities which exceed the 15% limit contained in Listing Rule 7.1 and do not otherwise fall within one of the nominated Listing Rule exemptions.

The maximum number of Employee Options that can be issued under the ESOP (and any other equity incentive plan of the Company) is not to be in excess of 5% of the total number of shares on issue.

7.3 Specific Information required by Listing Rule 7.2

- The material terms of the ESOP are summarised in Schedule 1;
- This is the first approval sought under Listing Rule 7.2 (Exception 9) with respect to the ESOP. The terms of the ESOP were previously summarised in the Company's Prospectus dated 30 May 2016;
- 1,870,000 securities have previously been issued under the ESOP on 16 April 2016. No securities have been issued under the ESOP since the issue of the Prospectus on 30 May 2016; and
- A voting exclusion statement is included in the Notice of Meeting.

As the Directors have a personal interest in the outcome of the proposed Resolution 5, they make no recommendation as to how Shareholders should vote on the Resolution.

8. Resolution 6 - Approval to issue an additional 10% of the issued capital of the Company over a 12 month period pursuant to Listing Rule 7.1A

8.1 Introduction

Pursuant to Resolution 6 the Company is seeking Shareholder approval to issue an additional 10% of its issued capital over a 12 month period pursuant to Listing Rule 7.1A. If passed, this Resolution will allow the Company to allot and issue up to the number of new Equity Securities calculated in accordance with Listing Rule 7.1A.2 (**Placement Securities**) each at an issue price of at least 75% of the volume weighted average price (**VWAP**) for the Company's Equity Securities in that class (calculated over the last 15 days on which trades in the Equity Securities are recorded immediately before the date on which the price at which the Placement Securities are to be issued is agreed, or if the Placement Securities are not issued within five trading days of that date, the date on which the Placement Securities are issued) (**Issue Price**).

This approval is sought pursuant to Listing Rule 7.1A. Under Listing Rule 7.1A, small and mid-cap listed entities that meet the eligibility threshold and have obtained the approval of their ordinary shareholders by special resolution at the annual general meeting, are permitted to issue an additional 10% of issued capital over a 12 month period from the date of the annual general meeting (**Additional 10% Placement**). The Additional 10% Placement under Listing Rule 7.1A is in addition to the ability of the Company to issue 15% of its issued capital without shareholder approval over a 12 month period pursuant to Listing Rule 7.1. The Company may issue the Placement Securities to raise funds for the Company and as non-cash consideration (further details of which are set out below).

Funds raised from the issue of Placement Securities, if undertaken, would be applied towards the continued growth of the Company's business operations (including client growth) and general working capital.

The Directors unanimously recommend that Shareholders vote in favour of Resolution 6.

8.2 Listing Rule 7.1A

(a) General

(1) Eligibility

An entity is eligible to undertake an Additional 10% Placement if at the time of its annual general meeting it has a market capitalisation of $300 million or less and it is not included in the S&P/ASX300 Index.

As required by the Listing Rules, the Company's market capitalisation will be based on the closing price on the Trading Day before the AGM. The calculation of market capitalisation will be based on the Closing Price of Shares on the last Trading Day on which trades in the Shares were recorded before the date of the AGM, multiplied by the number of Shares on issue (in that main class, but excluding restricted securities and securities quoted on a deferred settlement basis).

For illustrative purposes only, on 13 October 2016 (being the last trading day prior the date of this AGM Notice) the Company's market capitalisation was approximately $34.9million based on the closing trading price on that date. The Company is not included in the S&P/ASX300 Index as at the time of issue of this Notice of Meeting and the Company does not expect that it will be included in the S&P/ASX300 Index at the date of the AGM.

The Company is therefore an eligible entity and able to undertake an Additional 10% Placement under Listing Rule 7.1A. In the event that the Company is no longer an eligible entity to undertake an Additional 10% Placement after the Company has already obtained Shareholder approval, the approval obtained will not lapse and the Company will still be entitled to undertake the Additional 10% Placement.

(2) Special Resolution

Listing Rule 7.1A requires this Resolution 6 to be passed as a Special Resolution, which means that it must be passed by at least 75% of the votes cast by members entitled to vote on the Resolution. Pursuant to Listing Rule 7.1A, no Placement Securities will be issued until and unless this Special Resolution is passed at the Meeting.

(3) Shareholder Approval

The ability to issue the Placement Securities is conditional upon the Company obtaining Shareholder approval by way of a Special Resolution at the Meeting.

(b) 10% Placement Period - Listing Rule 7.1A.1

Assuming Resolution 6 is passed, shareholder approval of the Additional 10% Placement under Listing Rule 7.1A is valid from the date of the AGM and expires on the earlier to occur of:

a. the date that is 12 months after the date of the AGM; or

b. the date of the approval by shareholders of a transaction under Listing Rule 11.1.2 (a significant change to the nature or scale of activities) or 11.2 (disposal of main undertaking),

or such longer period if allowed by ASX.

If approval is given for the issue of the Placement Securities then the approval will expire, on 28 November 2017, unless shareholder approval is granted pursuant to Listing Rules 11.1.2 or 11.2 prior to that date.

(c) Formula for calculating Additional 10% Placement

Listing Rule 7.1A.2 provides that Eligible Entities that have obtained shareholder approval at an annual general meeting may issue or agree to issue, during the 12 month period after the date of the annual general meeting, a number of Equity Securities calculated in accordance with the following formula:

(A x D) – E

Where:

A is the number of ordinary securities on issue 12 months before the date of issue or agreement:

1. plus the number of fully paid ordinary securities issued in the 12 months under an exception in Listing Rule 7.2;
2. plus the number of partly paid ordinary securities that became fully paid in the 12 months;
3. plus the number of fully paid ordinary securities issued in the 12 months with approval of holders of ordinary securities under Listing Rules 7.1 or 7.4 (but note that this does not include an issue of fully paid ordinary securities under the entity's 15% placement capacity without shareholder approval); and
4. less the number of fully paid ordinary securities cancelled in the 12 months.

Note that "A" has the same meaning in Listing Rule 7.1 when calculating an entity's 15% placement capacity.

D is 10%.

E is the number of Equity Securities issued or agreed to be issued under Listing Rule 7.1A.2 in the 12 months before the date of the issue or agreement to issue that are not issued with the approval of shareholders under Listing Rules 7.1 or 7.4.

(d) Listing Rule 7.1A.3

(1) Equity Securities

Any Equity Securities issued under the Additional 10% Placement must be in the same class as an existing quoted class of Equity Securities of the Company.

As at the date of this notice of meeting, the only class of Equity Securities in the Company quoted on the ASX are ordinary shares. The Company presently has 63,481,383 shares on issue at the date of this Notice of Meeting.

(2) Minimum Issue Price

The issue price for the Placement Securities issued under Listing Rule 7.1A must be not less than 75% of the VWAP of Equity Securities in the same class calculated over the 15 trading days immediately before:

a. the date on which the price at which the relevant Placement Securities are to be issued is agreed; or

b. if the relevant Placement Securities are not issued within five trading days of the date in paragraph (A) above, the date on which the relevant Placement Securities are issued.

(e) Information to be given to ASX – Listing Rule 7.1A.4

If Resolution 6 is passed and the Company issues any Placement Securities under Listing Rule 7.1A, the Company will give to ASX:

1. a list of allottees of the Placement Securities and the number of Placement Securities allotted to each (this list will not be released to the market); and
2. the following information required by rule 3.10.5A, will be released to the market on the date of issue:
   - details of the dilution to the existing holders of Shares caused by the issue;
   - where the Shares are issued for cash consideration, a statement of the reasons why the Company issued the Shares as a placement under rule 7.1A and not as (or in addition to) a pro rata issue or other type of issue in which existing Shareholders would have been eligible to participate;
   - details of any underwriting arrangements, including any fees payable to the underwriter; and
   - any other fees or costs incurred in connection with the issue.

(f) Listing Rules 7.1 and 7.1A

The ability of an entity to issue Equity Securities under Listing Rule 7.1A is in addition to the entity's 15% capacity under Listing Rule 7.1.

At the date of this Notice, the Company has on issue 63,481,383 Shares, and therefore has the capacity to issue:

i. 9,522,207 Equity Securities under Listing Rule 7.1; and

ii. 6,348,138 Equity Securities under Listing Rule 7.1A.

The actual number of Placement Securities that the Company will have the capacity to issue under Listing Rule 7.1A will be calculated at the date of issue of the Placement Securities in accordance with the formula prescribed in Listing Rule 7.1A.2 (as described above).

8.3 Specific information required by Listing Rule 7.3A

(a) Minimum price of securities issued under Listing Rule 7.1A - Listing Rule 7.3A.1

Pursuant to and in accordance with Listing Rule 7.1A.3, the Placement Securities issued pursuant to approval under Listing Rule 7.1A must have an issue price of not less than 75% of the VWAP for the Equity Securities over the 15 trading days immediately before:

1. the date on which the price at which the Placement Securities are to be issued is agreed; or
2. if the Placement Securities are not issued within five trading days of the date in paragraph (1) above, the date on which the Placement Securities are issued.

The Company will disclose to the ASX the issue price on the date of issue of the Placement Securities.

(b) Risk of economic and voting dilution - Listing Rule 7.3A.2

As provided by Listing Rule 7.3A.2, if Resolution 6 is passed and the Company issues the Placement Securities, there is a risk of economic and voting dilution to the existing Shareholders. The Company currently has on issue 63,481,383 Shares and 12,767,731 Options. On this basis, following approval of the Additional 10% Placement, the Company will have approval to issue an additional 6,348,138 Equity Securities. The exact number of Placement Shares to be issued under the Additional 10% Placement will be calculated in accordance with the formula contained in Listing Rule 7.1A.2 and set out above. Any issue of Placement Securities will have a dilutive effect on existing Shareholders.

There is a specific risk that:

1. the Market Price for the Company's Equity Securities may be significantly lower on the date of the issue of any Placement Securities than it is on the date of the Meeting; and
2. the Placement Securities may be issued at a price that is at a discount to the Market Price for the Company's Equity Securities on the issue date, which may have an effect on the amount of funds raised by the issue or the value of the Placement Securities.

As required by Listing Rule 7.3A.2, Table 1 below shows the potential economic and voting dilution effect, in circumstances where the issued share capital has doubled and the Market Price of the shares has halved. Table 1 also shows additional scenarios in which the issued share capital has increased (by both 50% and 100%) and the Market Price of the shares has:

1. decreased by 50%; and
2. increased by 100%.

Explanatory Memorandum

TABLE 1

Issued Share Capital	50% decrease in Market Price $0.275		Current Market Price $0.55		100% Increase in Market Price $1.10	
	10% Voting Dilution	Capital Raise	10% Voting Dilution	Capital Raise	10% Voting Dilution	Capital Raise
Present Issued Share Capital = 63,481,383 Shares	6,348,138	$1,745,738	6,348,138	$3,491,476	6,348,138	$6,982,952
50% Increase in Share Capital = 95,222,075 Shares	9,522,207	$2,618,607	9,522,207	$5,237,214	9,522,207	$10,474,428
100% Increase in Share Capital = 126,962,766 Shares	12,696,277	$3,491,476	12,696,277	$6,982,952	12,696,277	$13,965,904

Assumptions and explanations

- The Market Price is $0.55, based on the closing price of the shares on ASX on 13 October 2016 (being the last trading day prior to the date of this AGM Notice).
- The above table only shows the dilutionary effect based on the issue of the Placement Securities (assuming only Shares are issued), and not any Shares issued under the 15% capacity under Listing Rule 7.1.
- The 10% voting dilution reflects the aggregate percentage dilution against the issued Share capital at the time of issue.
- The Company issues the maximum number of Placement Securities.
- The issued share capital has been calculated in accordance with the formula in Listing Rule 7.1A(2) as at 13 October 2016.
- The issue price of the Placement Securities used in the table is the same as the Market Price and does not take into account the discount to the Market Price (if any).

(c) Final date for issue – Listing Rule 7.3A.3

As required by Listing Rule 7.3A.3, the Company will only issue and allot the Placement Securities during the 12 months after the date of this Meeting which the Company anticipates will end on 28 November 2017. The approval under Resolution 6 for the issue of the Placement Securities will cease to be valid in the event that Shareholders approve a transaction under Listing Rule 11.1.2 (a significant change to the nature or scale of activities of the Company) or Listing Rule 11.2 (the disposal of the main undertaking of the Company) before the anniversary of the Annual General Meeting.

(d) Purpose – Listing Rule 7.3A.4

As noted above, the purpose for which the Placement Securities may be issued include to raise funds for the Company and as non-cash consideration (further details of which are set out below). Funds raised from the issue of Placement Securities, if undertaken, would be applied towards the continued growth of the Company's business operations (including client growth) and general working capital.

(e) Shares issued for non-cash consideration - Listing Rule 7.3A.4

The Company may issue Placement Securities for non-cash consideration, such as the acquisition of new assets or investments. If the Company issues Placement Securities for non-cash consideration, the Company will release to the market a valuation of the non-cash consideration that demonstrates that the issue price of the Placement Securities complies with Listing Rule 7.1A.3.

(f) Company's allocation policy - Listing Rule 7.3A.5

The Company's allocation policy is dependent on the prevailing market conditions at the time of any proposed issue of the Placement Securities. The identity of the allottees of Placement Securities will be determined on a case-by-case basis having regard to a number of factors including but not limited to the following:

1. the methods of raising funds that are available to the Company including, but not limited to, rights issue or other issue in which existing shareholders can participate;
2. the effect of the issue of the Placement Securities on the control of the Company;
3. the financial situation and solvency of the Company; and
4. advice from corporate, financial and broking advisers (if applicable).

The allottees of the Placement Securities have not been determined as at the date of this Notice but may include existing substantial Shareholders and new Shareholders who are not related parties or associates of a related party of the Company.

Furthermore, if the Company is successful in acquiring new assets or investments for which Placement Securities are issued as consideration, it is likely that the allottees of some of the Placement Securities will be the vendors of the new assets or investments.

(g) Company not previously obtained shareholder approval under listing rule 7.1A

The Company has not previously obtained Shareholder approval under Listing Rule 7.1A.

(h) Voting Exclusion Statement

A voting exclusion statement is included in this Notice. At the date of the Notice, the proposed allottees of any 10% Securities are not as yet known or identified. In these circumstances (and in accordance with the note set out in Listing Rule 14.11.1 relating to Listing Rules 7.1 and 7.1A), for a person's vote to be excluded, it must be known that that person will participate in the proposed issue. Where it is not known who will participate in the proposed issue (as is the case in respect of the 10% Securities), Shareholders must consider the proposal on the basis that they may or may not get a benefit and that it is possible that their holding will be diluted and there is no reason to exclude their votes.

9. Interpretation

Annual General Meeting or **Meeting** means the Annual General Meeting of the Company to be held on 28 November 2016.

ASIC means the Australian Securities and Investments Commission.

ASX means the ASX Limited ACN 008 624 691.

Board means the board of directors of the Company.

Business Day means a day on which all banks are open for business generally in Brisbane.

Closely Related Party (as defined in the Corporations Act) of a member of the Key Management Personnel for an entity means:

(a) a spouse or child of the member; or

(b) a child of the member's spouse; or

(c) a dependent of the member or the member's spouse; or

(d) anyone else who is one of the member's family and may be expected to influence the member, or be influenced by the member, in the member's dealings with the entity; or

(e) a company the member controls; or

(f) a person prescribed by the regulations for the purposes of this paragraph.

Company means ChimpChange Limited ACN 150 762 351.

Constitution means the constitution of the Company from time to time.

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

Directors means the directors of the Company.

Director Options means options to subscribe for Shares, each exercisable at $1.00 and expiring on 31 December 2018, to be issued to Ms Teresa Clarke or her nominee on the terms set out in the Notice and this Explanatory Memorandum.

Equity Securities has the meaning give to that term in the Listing Rules.

Explanatory Memorandum means the explanatory statement accompanying this Notice.

Key Management Personnel has the definition given in the accounting standards as those persons having authority and responsibility for planning, directing and controlling the activities of the entity, directly and indirectly, including any director (whether executive or otherwise) of that entity.

Listing Rules means the listing rules of the ASX.

Market Price has the meaning given to that term in the Listing Rules.

Notice of Meeting or **Notice** means this notice of meeting.

Options means an option to subscribe for a Share in the Company.

Ordinary Resolution means a resolution passed by more than 50% of the votes cast by members entitled to vote on the Resolution.

Placement Securities means the Equity Securities that may be issued if Resolution 6 is passed, representing up to 10% of the issued capital of the Company (at the time of issue) and calculated in accordance with the formula prescribed in Listing Rule 7.1A.2, over a 12 month period from the date of the Meeting, at a price not less than that determined pursuant to Listing Rule 7.1A.3, and otherwise on the terms and conditions described in the Explanatory Memorandum.

Resolution means a resolution to be proposed at the Meeting.

Shares means ordinary fully paid shares in the issued capital of the Company

Special Resolution means a resolution:

(a) of which notice has been given as set out in paragraph 249L(1)(c) of the Corporations Act; and

(b) passed by at least 75% of the votes cast by members entitled to vote on the Resolution.

VWAP means the volume weighted average market price of the Shares.

Any inquiries in relation to the Resolutions or the Explanatory Memorandum should be directed to Duncan Cornish (Company Secretary):

Phone: +61 7 3212 6299

Email: dcornish@corpservices.com.au

Schedule 1 – Summary of terms and conditions of the ESOP

1. The Plan is to extend to Eligible Persons or Eligible Associate (as the case may be) of ChimpChange Ltd ACN 150 762 351 (the Company) or an Associated Body Corporate of the Company as the Board may in its discretion determine.
2. The Board can determine if offers are made under the operation of ASIC CO 14/1000 or otherwise to USA Participants, or in a manner permitted without disclosure under section 708 of the Corporations Act.
3. Where offers are made in reliance of ASIC CO 14/1000, the total number of Securities which may be offered by the Company under this Plan shall not at any time exceed 5% of the Company's total issued Shares when aggregated with the number of Securities issued or that may be issued as a result of offers made at any time during the previous 3 year period under:

   (a) an employee incentive scheme covered by ASIC CO 14/1000; or

   (b) an ASIC exempt arrangement of a similar kind to an employee incentive scheme.

   Securities issued to USA Participants under the Plan shall not exceed 6,500,000 under the USA Sub-Plan. Otherwise, the Board has the discretion as to the number of Securities which may be issued under the Plan.
4. The Shares are to be issued at a price determined by the Board.
5. The Options are to be issued for no consideration.
6. The exercise price of an Option is to be determined by the Board at its sole discretion.
7. The Option Commencement Date will be any such date or dates with respect to the Options or tranches of Options (as the case may be) as may be determined by the Board prior to the issuance of the relevant Options.
8. The Option Period commences on the Option Commencement Date and ends on the earlier of:

   (a) the expiration of such period nominated by the Board at its sole discretion at the time of the grant of the Option but being not less than 2 years; or

   (b) if an Eligible Person's employment or engagement with the Company ceases because of an Uncontrollable Event, the earlier of:

      (1) the expiry of the Option Period; or

      (2) 6 months (or such other period as the Board shall, in its absolute discretion, determine) from the date on which the Eligible Person ceased that employment or engagement; or

   (c) if an Eligible Person's employment or engagement with the Company ceases because of a Controllable Event:

      (1) the expiry of the Option Period; or

      (2) the Business Day after the expiration of three months, or any longer period which the Board may determine, after the Eligible Person ceases to be employed or engaged by the Company or an Associated Body Corporate of the Company; or

   (d) the Eligible Person ceasing to be employed or engaged by the Company or an Associated Body Corporate of the Company due to fraud, dishonesty or being in material breach of their obligations to the Company or an Associated Body Corporate.
9. Eligibility to participate is determined by the Board. Eligibility is restricted to Eligible Persons (or their Eligible Associates where applicable) of the Company or an Associated Body Corporate of the Company. The Board is entitled to determine:

   (a) subject to paragraph 3, the total number of Shares and Options to be offered in any 1 year to Eligible Persons or Eligible Associates;

   (b) the Eligible Persons to whom offers will be made; and

(c) the terms and conditions of any Shares and Options granted, subject to the Plan.

10. In respect of Options, Option holders do not participate in dividends or in bonus issues unless the Options are exercised.

11. Option holders do not have any right to participate in new issues of securities in the Company made to shareholders generally. The Company will, where required pursuant to the ASX Listing Rules, provide Option holders with notice prior to the books record date (to determine entitlements to any new issue of securities made to shareholders generally) to exercise the Options, in accordance with the requirements of the ASX Listing Rules.

12. In the event of a pro rata issue (except a bonus issue) made by the Company during the term of the Options the Company may adjust the exercise price for the Options in accordance with the formula in the terms of the Plan.

13. The Board has the right to vary the entitlements of Participants to take account of the effect of capital reorganisations, bonus issues or rights issues.

14. The terms of the Options shall only be changed if holders (whose votes are not to be disregarded) of Shares in the Company approve of such a change. However, the terms of the Options shall not be changed to reduce the Exercise Price, increase the number of Options or change any period for exercise of the Options.

15. The Board may impose as a condition of any offer of Shares and Options under the Plan any restrictions on the transfer or encumbrance of such Shares and Options as it determines.

16. The Board may vary the Plan.

17. The Plan is separate to and does not in any way form part of, vary or otherwise affect the rights and obligations of an Eligible Person under the terms of his or her employment or arrangement.

18. At any time from the date of an Offer until the Acceptance Date of that Offer, the Board undertakes that it shall provide information as to:

    (a) the Current Market Price of the Shares; and

    (b) the acquisition price of the Shares or Options offered where this is calculated by reference to a formula, as at the date of the Offer,

    to any Participant within 3 Business Days of a written request to the Company from that Participant to do so.

19. Any Offer made pursuant to this Plan will specify whether subdivision 83A-C of the applicable Tax Laws applies to that Offer such that any tax payable by a Participant under the Offer will be deferred to the applicable deferred taxing point described in that subdivision.

20. Where the Eligible Participant is a "USA Participant", the terms of the Plan and the offer made by the Board under the Plan will be made in accordance with and subject to the "USA Requirements" contained in Annexure A of the Plan. These USA Requirements supplement the terms of the Plan.

21. In this Plan:

    Controllable Event means cessation of employment or engagement other than by an Uncontrollable Event.

    Uncontrollable Event means:

    (a) death, serious injury, disability or illness which renders the Eligible Person incapable of continuing their employment or engagement (or providing the services the subject of the engagement) with the Company or Associated Body Corporate;

    (b) forced early retirement, retrenchment or redundancy; or

    (c) such other circumstances which results in an Eligible Person leaving the employment of or ceasing their engagement with the Company or Associated.

CHIMPCHANGE LTD EMPLOYEE SHARE AND OPTION PLAN ("PLAN")

APPENDIX A – Adopted by Board on April 14, 2016

Additional Terms of Awards Issued to USA Participants

This Appendix A is a sub-plan to the Plan (the "USA Sub-Plan") and has been adopted by the Board. All terms not otherwise defined in this USA Sub-Plan shall have the meaning provided to them in the Plan.

If a Participant Option (referred to in this USA Sub-Plan as an "USA Option") or a Participant Share (referred to in this USA Sub-Plan as an "USA Share" and together with USA Options are referred to in this Appendix A as "USA Awards") is issued under the Plan to a Participant who is a resident or citizen of the United States of America ("USA") or the Participant's USA Award is otherwise subject to USA federal or state laws (any such Participant is referred to in this USA Sub-Plan as an "USA Participant"), then, in addition to the Plan's terms and conditions which the USA Award is governed by, the provisions in this USA Sub-Plan shall also apply to such USA Awards to the extent applicable.

Notwithstanding anything to the contrary, to the extent necessary to comply with USA federal and/or state laws, the terms of this USA Sub-Plan shall prevail and govern if there is a conflict with any other terms in the Plan. Additionally, Plan provisions incorporating non-USA laws and regulations which do not apply to USA Participants shall not be applicable to USA Awards. Any Shares acquired pursuant to an USA Award shall be subject to all Company policies, Company or underwriter restrictions on transfer, exercise or resale, Company rights of first refusal or repurchase, and compliance with applicable laws, in each case as determined by the Company.

1. Share Limits and Adjustments, Fair Market Value, Term, Amendment, Clawback Policy, Non-Transferability, Legends, Change in Control, Unfunded Plan, Reformation, Dissolution.

a. Subject to adjustment as provided below in Section 1(b), the maximum aggregate number of Shares that are issued pursuant to USA Awards under this USA Sub-Plan shall not exceed 6,500,000 Shares (the "USA Sub-Plan Share Limit"). Subject to adjustment as provided below in Section 1(b), the maximum aggregate number of Shares that are issued under this USA Sub-Plan pursuant to the exercise of ISOs (as defined below) granted under the USA Sub-Plan shall not exceed 6,500,000 (the "ISO Limit").

b. In the event of a stock split, reverse stock split, stock dividend, recapitalization, combination, reclassification or other distribution of the Shares without the receipt of consideration by the Company, then there shall be a proportionate adjustment to (i) the number (and kind) of Securities purchasable or issuable under the USA Awards and (ii) the Exercise Prices of the USA Options and (iii) the USA Sub-Plan Share Limit and ISO Limit. Under no circumstances shall the Company be required to authorize or issue fractional shares as a result of the previous sentence. If USA Awards are forfeited or are terminated for any reason (including the Company's repurchase of unvested Shares), then the forfeited/terminated/repurchased Shares underlying such USA Awards shall not be counted toward the USA Sub-Plan Share Limit. When USA Awards are settled in Shares, only the number of Shares actually issued in settlement of such USA Awards shall be counted against the USA Sub-Plan Share Limit. If an USA Participant pays the Exercise Price of an USA Option by Net Exercise or by surrendering previously owned Shares (or by stock attestation) and/or pays any withholding tax obligation with respect to an USA Award by Net Exercise or by electing to have Shares withheld or surrendering previously owned Shares (or by stock attestation), the surrendered Shares and the Shares withheld to pay taxes shall not be counted toward the USA Sub-Plan Share Limit.

c. The determination of "fair market value" as such term is used in this USA Sub-Plan shall be determined by the Board. An USA Award must be granted within ten years after the earlier of the date of adoption of this USA Sub-Plan by the Board or approval of this USA

Sub-Plan by Company shareholders. The Board may amend or terminate the USA Sub-Plan at any time and for any reason. No USA Awards shall be granted under the USA Sub-Plan after its termination. An amendment of the USA Sub-Plan shall be subject to the approval of the Company's shareholders only to the extent required by applicable laws, regulations or rules. In addition, no such amendment or termination of this USA Sub-Plan shall be made which would materially impair the rights of any USA Participant, without such USA Participant's written consent, under any then-outstanding USA Award provided, however, that this sentence is subject to the provisions of Plan Clause 29 and such Clause 29 shall prevail in the event of any conflict in terms.

d. The Company may (i) cause the cancellation of any USA Award, (ii) require reimbursement of any USA Award by an USA Participant and (iii) effect any other right of recoupment of equity or other compensation provided under this USA Sub-Plan or otherwise in accordance with Company policies and/or applicable law (each, a "Clawback Policy"). In addition, an USA Participant may be required to repay to the Company certain previously paid compensation, whether provided under this USA Sub-Plan or an USA Award agreement or otherwise, in accordance with the Clawback Policy.

e. Prior to an USA Participant's death, only such USA Participant may exercise an USA Option. An USA Participant cannot gift, transfer, assign, alienate, pledge, hypothecate, attach, sell, or encumber an USA Award or subject it to any short position. If an USA Participant attempts to do any of these things, his/her USA Award will immediately become invalid. An USA Participant may, however, dispose of his/her USA Award in USA Participant's will or it may be transferred by the laws of descent and distribution. Regardless of any marital property settlement agreement, the Company is not obligated to honor an exercise notice for an USA Option provided by an USA Participant's spouse, nor is the Company obligated to recognize an USA Participant's spouse's interest in any USA Award in any other way.

f. Any certificates representing Shares issued under any USA Award may, where applicable, have endorsed thereon any legends the Company determines are appropriate.

g. Insofar as it provides for USA Awards, the USA Sub-Plan shall be unfunded. Although bookkeeping accounts may be established with respect to USA Participants who are granted USA Awards under this USA Sub-Plan, any such accounts will be used merely as a bookkeeping convenience. The Company shall not be required to segregate any assets which may at any time be represented by USA Awards, nor shall this USA Sub-Plan be construed as providing for such segregation, nor shall the Company or the Board be deemed to be a trustee of stock or cash to be awarded under the USA Sub-Plan.

h. In the event any provision of this USA Sub-Plan shall be held illegal or invalid for any reason, such provisions will be reformed by the Board if possible and to the extent needed in order to be held legal and valid. If it is not possible to reform the illegal or invalid provisions then the illegality or invalidity shall not affect the remaining parts of this USA Sub-Plan, and this USA Sub-Plan shall be construed and enforced as if the illegal or invalid provision had not been included.

i. To the extent not previously exercised or settled, all USA Awards shall terminate immediately prior to the dissolution or liquidation of the Company and shall be forfeited to the Company without consideration (except for repayment of any amounts an USA Participant had paid to the Company to acquire unvested Shares underlying the forfeited USA Awards).

j. If the issuance of Shares under the USA Sub-Plan is not registered under the USA Securities Act of 1933 as amended, but an exemption is available which requires an investment or other representation, an USA Participant shall represent and agree at the time of

issuance of the Shares being acquired that such Shares are being acquired for investment, and not with a view to the sale or distribution thereof, and shall make such other representations as are deemed necessary or appropriate by the Company and its counsel.

2. Incentive Stock Options. An USA Option shall be intended to constitute an incentive stock option ("ISO") within the meaning of Section 422 of the USA Internal Revenue Code of 1986 as amended (the "Code") if, and only if, (i) the granting resolutions and applicable documentation affirmatively state that such USA Option is intended to be an ISO and (ii) all ISO legal requirements are satisfied at all times. In all other instances, each USA Option that is an Option shall be (or shall become after grant) a nonstatutory stock option under USA tax laws.

The Plan, including the USA Sub-Plan Share Limit, ISO Limit and this USA Sub-Plan, must be approved by Company shareholders in accordance with Code Section 422 within twelve months of the Board's adoption of the Plan and this USA Sub-Plan or else no USA Options will be eligible to qualify as ISOs.

The following provisions of this Section 2 are applicable to an USA Option only if such USA Option is an Option that is intended to be an ISO:

a. An USA Option must be granted within ten years from the earlier of the date that this USA Sub-Plan was adopted by the Board or approved by Company shareholders. An USA Option may not be exercised after the expiration of ten years from its Issue Date and its Exercise Price must not be less than the fair market value of a Share on the Issue Date of such USA Option. An USA Option may not be transferable except to the extent permitted by will or by the laws of descent and distribution and the USA Option may only be exercised during the lifetime of the USA Participant by such USA Participant. In addition, to the extent that all or part of an USA Option exceeds the annual $100,000 limitation rule of section 422(d) of the Code, such USA Option or the lesser excess part will be treated as a nonstatutory stock option.

b. An USA Participant must be a common-law employee of the Company (or of its parent corporation or subsidiary corporation within the meaning of Code Sections 424(e) and 424(f), respectively) on the USA Option's Issue Date. If an USA Participant owns more than ten percent (10%) of the total combined voting power of all classes of outstanding stock of the Company (and its parent corporation and subsidiary corporations) then the USA Option shall not qualify as an ISO unless the requirements set forth in Code Section 422(c)(5), providing for a minimum USA Option Exercise Price of at least 110% of the Share fair market value on the Issue Date and a maximum Option Period of five years after the Issue Date, are all satisfied. If the USA Participant ceases to be an Employee of the Company (or a subsidiary corporation or parent corporation of Company), the USA Option (even if it was an ISO as of the date of the USA Participant's termination of employment) will be treated as a nonstatutory stock option on the day after the date that is three (3) months after the USA Participant ceased to be an Employee of the Company (and any subsidiary corporation or any parent corporation) including without limitation even if the USA Participant continues to provide service in a non-employee capacity to any one or more of such entities after his/her employment has terminated. For USA income tax purposes, if an USA Participant goes on a leave of absence from work and such leave period exceeds three (3) months and the USA Participant's right to reemployment is not provided either by statute or by contract, then any USA Option then held by such USA Participant will be treated as a nonstatutory stock option if the exercise of such USA Option occurs after the expiration of six (6) months from the commencement of such leave of absence. The Company determines which leaves count for this purpose (along with determining the effect of a leave of absence on vesting of USA Options), and when employment and service terminates for all purposes under USA Options.

c. If an USA Participant sells or otherwise disposes of any of the Shares acquired pursuant to the exercise of an USA Option that is an ISO on or before the later of (i) the date that is two years after the USA Option's Issue Date or (ii) the date that is one year after the applicable exercise of the USA Option, then the USA Participant shall within ten days of any and all such sales or dispositions provide the Company with written notice of such transactions including without limitation the date of each disposition, the number of Shares that the USA Participant disposed of in each transaction and their USA Option Issue Date, and the amount of proceeds the USA Participant received from each disposition. Certain decisions, amendments, interpretations and actions by the Company and certain actions by an USA Participant may cause an USA Option to cease to qualify as an ISO and by accepting an USA Option, each USA Participant agrees in advance to any such disqualifying action taken by either the USA Participant or the Company.

3. Taxes.

a. Each USA Participant shall make arrangements satisfactory to the Company for the fulfillment of any tax withholding obligations that arise in connection with his/her USA Award. The Company shall not be required to issue any Shares or make any payment to an USA Participant until such obligations are satisfied and the Company shall, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to an USA Participant. Each USA Participant shall be solely liable and responsible for any taxes that are imposed on USA Participant as a result of any USA Award grant, exercise, settlement, and/or disposition of Shares acquired pursuant to such USA Award.

b. Unless otherwise expressly acknowledged by the Board when it approves the grant of an USA Award, each USA Award is intended to be exempt from the requirements of Code Section 409A and shall be interpreted and administered in a manner consistent with such intention. Therefore, among other things, the per Share Exercise Price of an USA Option shall not be less than the fair market value of a Share on the USA Option's Issue Date. In the event that any USA Award is determined by the Company to be subject to the requirements of Code Section 409A, the Board shall have the discretionary authority (but not the affirmative obligation) to take such actions and to make such changes to the USA Award or this USA Sub-Plan as the Board deems necessary (and without needing to obtain any USA Participant consent) to comply with such requirements (including without limitation, after the Issue Date, increasing the per Share Exercise Price of an Option to equal what was the fair market value of a Share on the Option's Issue Date). However, in no event whatsoever shall the Company or Board be liable for any additional tax, interest or penalties that may be imposed on USA Participant by Code Section 409A or for any damages for failing to comply with Code Section 409A.

c. Unless otherwise expressly provided by the Board, any grant, vesting (or acceleration of vesting), exercise, or settlement of an USA Award shall not constitute a parachute payment within the meaning of Code Section 280G such that there would be an imposition of golden parachute excise taxes under Code Section 4999 and/or the loss of a tax deduction for the Company under Code Section 280G. The Board and the Company shall have the authority to ensure that this requirement is satisfied including without limitation by reducing the amount of compensation otherwise to be provided with respect to an USA Award and/or other compensation that would otherwise be provided to an USA Participant so that there are no Code Section 280G parachute payments.

4. Cashless Exercise, Net Exercise, Share Withholding, Other. One or more of the following provisions may be applicable to an USA Award to the extent affirmatively provided by the Board in the Board's sole discretion.

a. Payment for all or a part of the Exercise Price of an USA Option may be made through "Cashless Exercise". "Cashless Exercise" means, to the extent permitted by applicable law and in accordance with any procedures established by the Board, an arrangement whereby payment of some or all of the aggregate Exercise Price may be made all or in part by delivery of an irrevocable direction to a securities broker to sell Shares and to deliver all or part of the sale proceeds to the Company. Cashless Exercise may also be utilized to satisfy the USA Participant's tax withholding obligations as provided below. No fractional Shares will be created as a result of a Cashless Exercise and the USA Participant must contemporaneously pay cash for any portion of the aggregate Exercise Price and/or tax withholding that is not covered by the Cashless Exercise.

b. Payment for all or a part of the Exercise Price of an USA Option may be made through "Net Exercise". "Net Exercise" means, to the extent permitted by applicable law and in accordance with any procedures established by the Board, an arrangement pursuant to which the number of Shares issued to the USA Participant in connection with the USA Participant's exercise of an USA Option will be reduced by the Company's retention of a portion of such Shares. Upon such a net exercise of an USA Option, the USA Participant will receive a net number of Shares that is equal to (i) the number of Shares as to which the USA Option is being exercised minus (ii) the quotient (rounded down to the nearest whole number) of the aggregate Exercise Price of the Shares being exercised divided by the fair market value of a Share on the USA Option's exercise date. The number of Shares covered by clause (ii) will be retained by the Company and not delivered to the USA Participant. The number of Shares delivered to the USA Participant may be further reduced if Net Exercise is utilized to satisfy applicable tax withholding obligations as provided below. No fractional Shares will be created as a result of a Net Exercise and the USA Participant must contemporaneously pay cash for any portion of the aggregate Exercise Price and/or tax withholding that is not covered by the Net Exercise.

c. The Board may also, in its discretion, permit or require USA Participant to satisfy withholding tax payment obligations related to an USA Award through (as applicable) Net Exercise or Cashless Exercise or Share withholding by the Company. The number of Shares that are withheld from the USA Award pursuant to this section 4(c) may also be limited by the Board, to the extent necessary, to avoid liability-classification of the USA Award (or other adverse accounting treatment) under applicable USA financial accounting rules including without limitation by requiring that no amount may be withheld which is in excess of minimum statutory withholding rates. No fractional Shares will be created as a result of the foregoing and the USA Participant must contemporaneously pay cash for any portion of the tax withholding amount owed that is not covered by the Share withholding.

d. To the extent approved by the Board in its discretion and with all terms and conditions determined by the Board, payment of USA Option Exercise Prices and/or USA Award withholding taxes may be made in another form of legal consideration acceptable to the Board. Such other forms may include, without limitation, surrender of Shares previously owned by the USA Participant, a Company provided loan, stock attestation, or withholding from other compensation paid to the USA Participant by the Company.

5. California Securities Laws. To the extent necessary to comply with the state of California Corporate Securities Law of 1968 as amended, the following terms listed in this Section 5 below shall apply if an USA Participant is also a "California Participant". For purposes of this Section 5, an USA Participant is a California Participant if the applicable USA Award was granted in reliance on California Corporations Code section 25102(o).

a. The maximum Option Period for an USA Option may not exceed 120 months from the USA Option's Issue Date. An USA Award may not be transferable except to the extent permitted by will, by the laws of descent and distribution or as permitted by Rule 701 of the USA Securities Act of 1933, as amended.

b. If termination of the USA Participant's employment was for reasons other than due to death or disability, the USA Participant shall have at least 30 days after the date of such termination to exercise any of the then-vested and exercisable portion of his/her USA Options (but in no event later than the expiration of the term of the USA Option established by the Board as of the Issue Date). If termination of the USA Participant's employment was due to his/her death or disability, the USA Participant shall have at least six months after the date of such termination to exercise any then-vested and exercisable portion of his/her USA Options (but in no event later than the expiration of the term of the USA Option established by the Board as of the Issue Date). For purposes of this USA Sub-Plan, "disability" shall mean a Total and Permanent Disability as defined by Code Section 22(e)(3).

c. The Plan and this USA Sub-Plan must be approved by Company shareholders in accordance with California Code of Regulations Title 10 Sections 260.140.41(g) and Section 260.140.42(e) within twelve months of the initial granting of any USA Award in the state of California or else all such USA Awards granted to California Participants must be rescinded. Notwithstanding the foregoing, for so long as the Company is a "foreign private issuer" as defined by Rule 3b-4 of the USA Securities Exchange Act of 1934 and the aggregate number of persons in California granted USA Awards (or other Company options or securities) does not exceed 35, then the foregoing shareholder approval requirement is not applicable as permitted by California Code of Regulations Title 10 Sections 260.140.41(g) and Section 260.140.42(e).

d. Grants of USA Awards must be issued in compliance with Rule 701 of the USA Securities Act of 1933 as amended.

To record the adoption of the USA Sub-Plan by the Board, the Company has caused its duly authorized officer to execute this USA Sub-Plan on behalf of the Company.

Proxy, representative and voting entitlement instructions

PROXIES AND REPRESENTATIVES

Shareholders are entitled to appoint a proxy to attend and vote on their behalf. Where a shareholder is entitled to cast two or more votes at the meeting, they may appoint two proxies. Where more than one proxy is appointed, each proxy may be appointed to represent a specific proportion or number of votes the shareholder may exercise. If the appointment does not specify the proportion or number of votes each proxy may exercise, each proxy may exercise half of the votes. The proxy may, but need not, be a shareholder of the Company.

Shareholders who are a body corporate are able to appoint representatives to attend and vote at the meeting under Section 250D of the Corporations Act.

The proxy form must be signed by the shareholder or his/her attorney duly authorised in writing or, if the shareholder is a corporation, in a manner permitted by the Corporations Act.

This proxy form (and the power of attorney or other authority, if any, under which the proxy form is signed) or a copy or facsimile which appears on its face to be an authentic copy of the proxy form (and the power of attorney or other authority) must be **deposited at, posted to, scanned and emailed or sent by facsimile transmission to the address listed below**, not less than 48 hours before the time for holding the meeting, or adjourned meeting as the case may be, at which the individual named in the proxy form proposes to vote.

ChimpChange Limited
Level 10, 110 Mary Street, Brisbane QLD 4000
GPO Box 2676, Brisbane QLD 4001

Email: dcornish@corpservices.com.au
Fax: +61 7 3212 6250
Phone: +61 7 3212 6299

If a representative of the corporation is to attend the meeting the appropriate "Certificate of Appointment of Corporate Representative" should be produced prior to admission. A form of the certificate may be obtained from the Company.

A proxy form is attached to this Notice.

VOTING ENTITLEMENT

For the purposes of determining voting entitlements at the Meeting, shares will be taken to be held by the persons who are registered as holding the shares at 7.00pm (Sydney time) on 26 November 2016. Accordingly, transactions registered after that time will be disregarded in determining entitlements to attend and vote at the Meeting.

SIGNING INSTRUCTIONS

You must sign the proxy form as follows in the spaces provided:

Individual:	Where the holding is in one name, the holder must sign.
Joint Holding:	Where the holding is in more than one name, both holders must sign.
Power of Attorney:	To sign under Power of Attorney, please attach a certified photocopy of the Power of Attorney to this form when you return it.
Companies:	Where the company has a Sole Director who is also the Sole Company Secretary, this form must be signed by that person. If the company (pursuant to section 204A of the Corporations Act 2001) does not have a Company Secretary, a Sole Director can sign alone. Otherwise this form must be signed by a Director jointly with either another Director or a Company Secretary. Please indicate the office held by signing in the appropriate place.

ChimpChange

ABN 34 150 762 351

LODGE YOUR VOTE

BY MAIL
ChimpChange Limited
GPO Box 2676
Brisbane QLD 4001

BY EMAIL
dcornish@corpservices.com.au

BY FAX
+61 7 3212 6250

ALL ENQUIRIES TO
Telephone: +61 7 3212 6299

X99999999999

PROXY FORM

I/We being a member(s) of ChimpChange Limited and entitled to attend and vote hereby appoint:

STEP 1

APPOINT A PROXY

☐ **the Chairman of the Meeting *(mark box)***

OR if you are **NOT** appointing the Chairman of the Meeting as your proxy, please write the name of the person or body corporate you are appointing as your proxy

or failing the person or body corporate named, or if no person or body corporate is named, the Chairman of the Meeting, as my/our proxy to act on my/our behalf (including to vote in accordance with the following directions or, if no directions have been given and to the extent permitted by the law, as the proxy sees fit) at the Annual General Meeting of the Company to be held at **11:00am (Sydney time) on Monday, 28 November 2016 at Pitcher Partners, Harbour Room, Level 22, MLC Centre, 19 Martin Place, Sydney NSW 2000** (the **Meeting**) and at any postponement or adjournment of the Meeting.

Important for Resolutions 1, 4 and 5: If the Chairman of the Meeting is your proxy, either by appointment or by default, and you have not indicated your voting intention below, you expressly authorise the Chairman of the Meeting to exercise the proxy in respect of Resolutions 1, 4 and 5, even though the Resolutions are connected directly or indirectly with the remuneration of a member of the Company's Key Management Personnel (**KMP**).

The Chairman of the Meeting intends to vote undirected proxies in favour of each item of business.

STEP 2

VOTING DIRECTIONS

Proxies will only be valid and accepted by the Company if they are signed and received no later than 48 hours before the Meeting.

Please read the voting instructions overleaf before marking any boxes with an ☒

Resolutions	For	Against	Abstain*
1 Adoption of Remuneration Report	☐	☐	☐
2 Re-election of Mr Ben Harrison as a Director	☐	☐	☐
3 Election of Ms Teresa Clarke as a Director	☐	☐	☐
4 Issue of Options to Ms Teresa Clarke	☐	☐	☐
5 Approval of ESOP	☐	☐	☐
SPECIAL BUSINESS			
6 Approval to issue an additional 10% of the issued capital of the Company over a 12 month period pursuant to Listing Rule 7.1A	☐	☐	☐

* If you mark the Abstain box for a particular Item, you are directing your proxy not to vote on your behalf on a show of hands or on a poll and your votes will not be counted in computing the required majority on a poll.

STEP 3

SIGNATURE OF SHAREHOLDERS – THIS MUST BE COMPLETED

Shareholder 1 (Individual)	Joint Shareholder 2 (Individual)	Joint Shareholder 3 (Individual)
Sole Director and Sole Company Secretary	Director/Company Secretary (Delete one)	Director

This form should be signed by the shareholder. If a joint holding, all shareholders must sign. If signed by the shareholder's attorney, the power of attorney must have been previously noted by the registry or a certified copy attached to this form. If executed by a company, the form must be executed in accordance with the company's constitution and the *Corporations Act 2001* (Cth).

CCA PRX1601C

HOW TO COMPLETE THIS SHAREHOLDER PROXY FORM

YOUR NAME AND ADDRESS

This is your name and address as it appears on the Company's share register. If this information is incorrect, please make the correction on the form. Shareholders sponsored by a broker should advise their broker of any changes. **Please note: you cannot change ownership of your shares using this form.**

APPOINTMENT OF PROXY

If you wish to appoint the Chairman of the Meeting as your proxy, mark the box in Step 1. If you wish to appoint someone other than the Chairman of the Meeting as your proxy, please write the name of that individual or body corporate in Step 1. A proxy need not be a shareholder of the Company.

DEFAULT TO CHAIRMAN OF THE MEETING

Any directed proxies that are not voted on a poll at the Meeting will default to the Chairman of the Meeting, who is required to vote those proxies as directed. Any undirected proxies that default to the Chairman of the Meeting will be voted according to the instructions set out in this Proxy Form, including where the Resolutions are connected directly or indirectly with the remuneration of KMP.

VOTES ON ITEMS OF BUSINESS – PROXY APPOINTMENT

You may direct your proxy how to vote by placing a mark in one of the boxes opposite each item of business. All your shares will be voted in accordance with such a direction unless you indicate only a portion of voting rights are to be voted on any item by inserting the percentage or number of shares you wish to vote in the appropriate box or boxes. If you do not mark any of the boxes on the items of business, your proxy may vote as he or she chooses. If you mark more than one box on an item your vote on that item will be invalid.

APPOINTMENT OF A SECOND PROXY

You are entitled to appoint up to two persons as proxies to attend the Meeting and vote on a poll. If you wish to appoint a second proxy, an additional Proxy Form may be obtained by telephoning the Company's share registry or you may copy this form and return them both together.

To appoint a second proxy you must:

(a) on each of the first Proxy Form and the second Proxy Form state the percentage of your voting rights or number of shares applicable to that form. If the appointments do not specify the percentage or number of votes that each proxy may exercise, each proxy may exercise half your votes. Fractions of votes will be disregarded; and

(b) return both forms together.

SIGNING INSTRUCTIONS

You must sign this form as follows in the spaces provided:

Individual: where the holding is in one name, the holder must sign.

Joint Holding: where the holding is in more than one name, all shareholders must sign.

Power of Attorney: to sign under Power of Attorney, you must lodge the Power of Attorney with the registry. If you have not previously lodged this document for notation, please attach a certified photocopy of the Power of Attorney to this form when you return it.

Companies: where the company has a Sole Director who is also the Sole Company Secretary, this form must be signed by that person. If the company (pursuant to section 204A of the *Corporations Act 2001*) does not have a Company Secretary, a Sole Director can also sign alone. Otherwise this form must be signed by a Director jointly with either another Director or a Company Secretary. Please indicate the office held by signing in the appropriate place.

CORPORATE REPRESENTATIVES

If a representative of the corporation is to attend the Meeting the appropriate "Certificate of Appointment of Corporate Representative" should be produced prior to admission in accordance with the Notice of Meeting. A form of the certificate may be obtained from the Company's share registry or online at www.linkmarketservices.com.au.

LODGEMENT OF A PROXY FORM

This Proxy Form (and any Power of Attorney under which it is signed) must be received at an address given below by **11:00am (Sydney time) on Saturday, 26 November 2016,** being not later than 48 hours before the commencement of the Meeting. Any Proxy Form received after that time will not be valid for the scheduled Meeting.

Proxy Forms may be lodged:



BY MAIL
ChimpChange Limited
GPO Box 2676
Brisbane QLD 4001



BY EMAIL
dcornish@corpservices.com.au



BY FAX
+61 7 3212 6250

IF YOU WOULD LIKE TO ATTEND AND VOTE AT THE ANNUAL GENERAL MEETING, PLEASE BRING THIS FORM WITH YOU. THIS WILL ASSIST IN REGISTERING YOUR ATTENDANCE.