

QuickFee.

QuickFee Limited

ACN 624 448 693

Prospectus

For an offer of 67,500,000 Shares at an issue price of $0.20 per Share to raise $13,500,000.

Underwriter

BELL POTTER

Solicitor

STEINEPREIS PAGANIN
Lawyers & Consultants

Important information

This is an important document that should be read in its entirety. If you do not understand it, you should consult your professional advisers without delay.
The Securities offered by this Prospectus should be considered highly speculative.

01 Corporate Directory

Directors

Barry Lewin – Non-Executive Chairman
Bruce Coombes – Managing Director
Dale Smorgon – Non-Executive Director

Company Secretary

Phillip Hains

Proposed ASX Code

QFE

Solicitors

Steinepreis Paganin

Level 4, The Read Buildings
16 Milligan Street
Perth WA 6000

Investigating Accountant

William Buck Audit (Vic) Pty Ltd

Level 20
181 William Street
Melbourne VIC 3000

Registered Office

Level 3,
62 Lygon Street
Carlton South VIC 3053

Telephone: + 61 2 8090 7700
Email: info@quickfee.com
Website: www.quickfee.com

Share Registry*

Boardroom Pty Limited

Level 12,
225 George Street,
Sydney NSW 2000
Telephone: 1300 737 760

Underwriter

Bell Potter Securities Limited

Level 29
101 Collins Street
Melbourne VIC 3000

Auditor

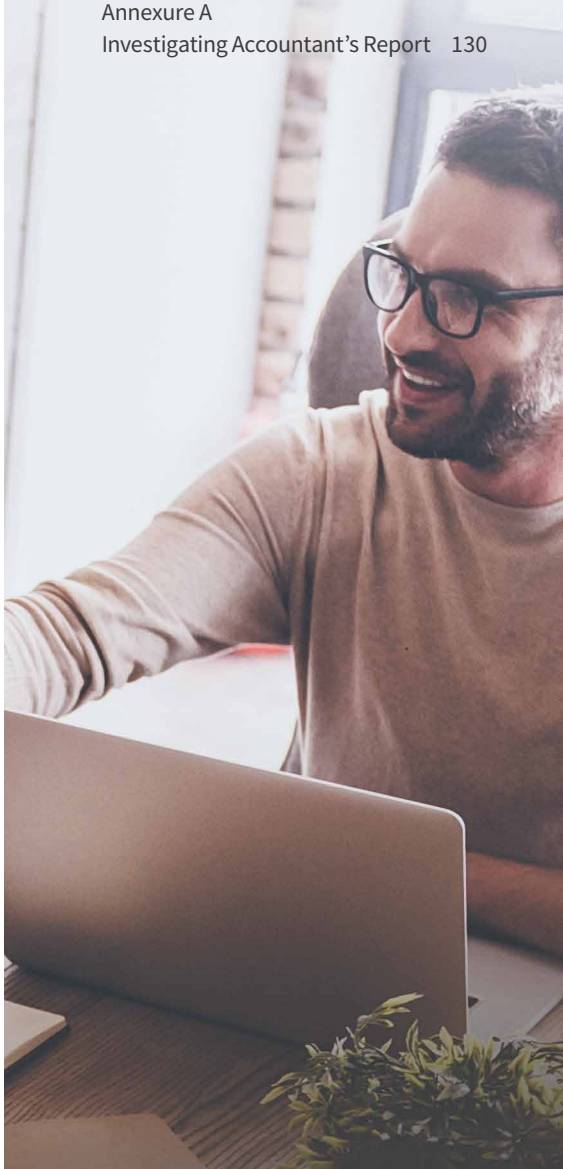
William Buck Audit (Vic) Pty Ltd

Level 20
181 William Street
Melbourne VIC 3000

* This entity is included for information purposes only. It has not been involved in the preparation of this Prospectus.

CONTENTS

01	Corporate Directory	IBC
02	Important Notices	1
03	Key Dates and Offer Statistics	2
04	Letter from the Chairman	3
05	Investment Overview	4
06	Details of the Offers	21
07	Industry Overview	31
08	Company Overview	43
09	Financial Information	60
10	Risk Factors	79
11	Board, Key Management and Corporate Governance	88
12	Material Contracts	94
13	Additional Information	109
14	Directors' Authorisation	123
15	Glossary	125
	Annexure A Investigating Accountant's Report	130



02 IMPORTANT NOTICES

This replacement prospectus is dated 14 June 2019 and was lodged with the ASIC on that date. This replacement prospectus (**Prospectus**) replaces the original prospectus dated 4 June 2019 (**Original Prospectus**). The ASIC, ASX and their officers take no responsibility for the contents of this Prospectus or the merits of the investment to which this Prospectus relates.

No Securities may be issued on the basis of this Prospectus later than 13 months after the date of this Prospectus.

No person is authorised to give information or to make any representation in connection with this Prospectus, which is not contained in the Prospectus. Any information or representation not so contained may not be relied on as having been authorised by the Company in connection with this Prospectus.

It is important that you read this Prospectus in its entirety and seek professional advice where necessary. The Securities the subject of this Prospectus should be considered highly speculative.

2.1 Replacement Prospectus

The differences between this Prospectus and the Original Prospectus are as follows:

(a) additional information has been included with respect to:

  (i) the fact that loans are only made to Clients and Firms for business purposes only and not for individual purposes (refer to Sections 7.2 and 7.3);

  (ii) the competitive landscape for Family Law Funding and Disbursement funding solutions offered by QuickFee AU (refer to Section 7.6.1);

  (iii) exclusivity arrangements that QuickFee AU has in place, which are not also in place for QuickFee US and the risks associated with those arrangements (refer to Sections 8.5.2 and 10.2(h));

  (iv) the manner in which the QuickFee Platform, Family Law Funding and Disbursement Funding are marketed (refer to Section 8.5.7); and

  (v) the regulatory risks faced by QuickFee AU (refer to Section 10.2(g)); and

(b) the letter from the Chairman and Investment Overview Sections have been updated to include additional information with respect to the historic performance of QuickFee AU and QuickFee US and the risks associated with an investment in the Company.

2.2 Exposure Period

This Prospectus will be circulated during the Exposure Period. The purpose of the Exposure Period is to enable this Prospectus to be examined by market participants prior to the raising of funds. You should be aware that this examination may result in the identification of deficiencies in this Prospectus and, in those circumstances, any application that has been received may need to be dealt with in accordance with section 724 of the Corporations Act. Applications for Shares under this Prospectus will not be processed by the Company until after the expiry of the Exposure Period. No preference will be conferred on applications lodged prior to the expiry of the Exposure Period.

2.3 Web Site – Electronic Prospectus

A copy of this Prospectus can be downloaded from the website of the Company at www.quickfee.com. If you are accessing the electronic version of this Prospectus for the purpose of making an investment in the Company, you must be an Australian resident and must only access this Prospectus from within Australia.

The Corporations Act prohibits any person passing onto another person an Application Form unless it is attached to a hard copy of this Prospectus or it accompanies the complete and unaltered version of this Prospectus. You may obtain a hard copy of this Prospectus free of charge by contacting the Company.

The Company reserves the right not to accept an Application Form from a person if it has reason to believe that when that person was given access to the electronic Application Form, it was not provided together with the electronic Prospectus and any relevant supplementary or replacement prospectus or any of those documents were incomplete or altered.

2.4 Website

No document or information included on our website is incorporated by reference into this Prospectus.

2.5 Forwarding-looking statements

This Prospectus contains forward-looking statements which are identified by words such as 'may', 'could', 'believes', 'estimates', 'targets', 'expects', or 'intends' and other similar words that involve risks and uncertainties.

These statements are based on an assessment of present economic and operating conditions, and on a number of assumptions regarding future events and actions that, as at the date of this Prospectus, are expected to take place.

Such forward-looking statements are not guarantees of future performance and involve known and unknown risks, uncertainties, assumptions and other important factors, many of which are beyond the control of our Company, the Directors and our management.

We cannot and do not give any assurance that the results, performance or achievements expressed or implied by the forward-looking statements contained in this prospectus will actually occur and investors are cautioned not to place undue reliance on these forward-looking statements.

We have no intention to update or revise forward-looking statements, or to publish prospective financial information in the future, regardless of whether new information, future events or any other factors affect the information contained in this prospectus, except where required by law.

These forward looking statements are subject to various risk factors that could cause our actual results to differ materially from the results expressed or anticipated in these statements. These risk factors are set out in Section 10 of this Prospectus.

2.5 Photographs and Diagrams

Photographs used in this Prospectus which do not have descriptions are for illustration only and should not be interpreted to mean that any person endorses the Prospectus or its contents or that the assets shown in them are owned by the Company. Diagrams used in this prospectus are illustrative only and may not be drawn to scale.

03 Key Dates and Offer Statistics

3.1 INDICATIVE TIMETABLE*

EVENT	DATE
Lodgement of Original Prospectus with the ASIC	4 June 2019
Lodgement of Prospectus with the ASIC	14 June 2019
Opening Date of the Offers	9am EST 19 June 2019
Closing Date of the Offers	5pm EST 26 June 2019
Issue of Securities under the Offers	28 June 2019
Anticipated date for admission to ASX	3 July 2019

* The above dates are indicative only and may change without notice. The Company, in consultation with the Underwriter, reserves the right to vary any and all of the times and dates without notice (subject to the ASX Listing Rules and the Corporations Act), including to close the Offers early, extend the Offers, or to accept late Applications (either generally or in particular cases), or to cancel or withdraw the Offers before settlement of the Offers.

3.2 KEY STATISTICS OF THE OFFERS

	MINIMUM SUBSCRIPTION[1]
Shares currently on issue	1
Shares to be issued under the Public Offer	67,500,000
Offer issue price	$0.20
Shares to be issued under QuickFee AU Acquisition[2]	24,000,000
Shares to be issued under QuickFee US Acquisition[3]	26,250,000
Shares to be issued under Seed Loan Agreements[5]	16,000,000
Shares to be issued under QuickFee US Shareholder Loan Agreements[5]	6,000,000
Broker Shares[4]	800,000
Shares on issue Post-Listing (Undiluted)[9]	**140,550,001**
Market Capitalisation Post-Listing (Undiluted)[8]	**$28,110,000**
Deferred Consideration Shares[2]	9,148,630
Executive Options[6]	3,000,000
Performance Rights[7]	5,851,370
Broker Options[4]	3,000,000
Shares on issue Post-Listing (Fully Diluted)[9]	**161,550,001**
Market Capitalisation Post-Listing (Fully Diluted)8	**$32,310,000**

Notes:

1. Assuming the Minimum Subscription of $13,500,000 is achieved under the Offer.
2. Refer to Section 12.2.1 for a summary of the terms of the QuickFee AU Acquisition Agreement.
3. Refer to Section 12.2.2 for a summary of the terms of the QuickFee US Acquisition Agreement.
4. Refer to Section 6.19 for a summary of the arrangements with EverBlu Capital and Section 13.4 for the terms of the Broker Options.
5. Refer to Section 12.1.2 for a summary of the terms of the Convertible Loan Agreements.
6. Refer to Section 13.3 for the terms of the Executive Options.
7. Refer to Section 13.5 for the terms of the Performance Rights.
8. Assuming a Share price of $0.20.
9. Certain Securities on issue post-listing will be subject to ASX imposed escrow. Refer to Section 8.11 for a discussion with respect to the likely escrow position.

04 Letter from the Chairman

Dear Investor,

On behalf of the directors of QuickFee Limited (ACN 624 448 693) (**Company**), I am delighted to invite you to become a shareholder of the Company.

The Company is seeking to raise $13,500,000 through an issue of 67,500,000 Shares at a price of $0.20 per Share.

The Company has entered into agreements for the acquisitions of QuickFee Australia Pty Ltd (ACN 135 670 674) (**QuickFee AU**) and QuickFee Group, LLC (a company incorporated in USA) (**QuickFee US**), which are involved in the provision of payment portal and SME lending to clients of accounting and law firms in Australia and accounting firms in the USA (the **QuickFee Business**).

QuickFee AU was founded in March 2009 and developed a unique payment gateway for Australian accounting and law firms allowing them to accept monthly payment plans where clients obtain finance online from QuickFee AU to facilitate invoice payments to the professional services firm in full.

Following the success of QuickFee AU in the Australian market, management of QuickFee AU incorporated QuickFee US in 2016 as an entirely separate operating entity to pursue opportunities in the much larger market in the USA where no direct competitor exists.

The Company's strategy is to build on QuickFee AU's profitable operating history and significant market position in Australia and to take advantage of the largely untapped growth opportunity identified in the much larger USA market for professional services fee funding, where it has established a relationship with more than 230 accounting firms and a distinct first mover advantage. An investment in the Company will allow you to participate in an incipient, strongly growing US based professional services finance business, underpinned by the developed business of QuickFee AU which has a successful and profitable operating history, albeit one that is not yet cashflow positive due to the rapid growth of its loan book and associated debt financing to date.

Whilst still early in its growth and not yet profitable, QuickFee US enjoys all of the benefits of the experience and learnings of our Managing Director, Bruce Coombes, who has successfully grown the QuickFee AU business to a stage where it has a profitable operating history and a significant market position in Australia.

Before making your decision to invest, I ask that you carefully read this Prospectus including the risks section and seek professional advice if required. In particular, an investment in the Company is subject to credit risk for recipients of loans from QuickFee AU and QuickFee US, finance risk, regulatory risk in both Australia and USA, competition risk and risks associated with its reliance on key management.

On behalf of the Board, I commend the Public Offer to you and look forward to welcoming you as a Shareholder.

Yours sincerely,



Barry Lewin
Chairman



05

Investment Overview

05 Investment Overview

This Section is a summary only and not intended to provide full information for investors intending to apply for Securities offered pursuant to this Prospectus. This Prospectus should be read and considered in its entirety.

A. COMPANY, QUICKFEE AU & QUICKFEE US

ITEM	SUMMARY	FURTHER INFORMATION
Who is the issuer of this Prospectus?	QuickFee Limited (ACN 624 448 693) (ASX: QFE).	
Who is the Company?	The Company was incorporated on 15 February 2018 for the primary purpose of completing the Acquisitions of QuickFee AU and QuickFee US and engaging in the business of undertaking the QuickFee Business and offering the QuickFee Platform in Australia and USA.	Section 8.1
Who is QuickFee AU?	QuickFee AU was founded in March 2009 and developed the QuickFee Platform for Australian Firms allowing them to accept monthly payment plans where Clients obtain finance online from QuickFee AU to facilitate invoice payments to the Firm in full.	Section 8.1
Who is QuickFee US?	Following the success of QuickFee AU in the Australian market, management of QuickFee AU incorporated QuickFee US on 2 April 2016 as an entirely separate operating entity to pursue opportunities in the much larger market in the USA where no direct competitor exists.	Section 8.1
Who are the Board, Company Secretary and key management personnel involved in the Company?	**Barry Lewin – MBA, B.Com, LLB** **Non-Executive Chairman** Barry is the founder and Managing Director of Melbourne based corporate advisory firm SLM Corporate, and has significant experience advising public and private companies on transaction structuring, debt and equity issues, mergers, acquisitions, business sales and all aspects of corporate governance. Prior to establishing SLM Corporate in 1999, Barry spent twelve years as an in-house counsel, including at international resources company North Limited where he served as general counsel and company secretary. Barry is currently also the Non-Executive Chairman of ASX-listed Praemium Limited and Elmo Software Limited, and has had previous experience as a Director of ASX-listed Senetas Corporation Limited (1999-2001) and Clean TeQ Holdings Limited (2007-2011), where he also served as Chairman of the Audit Committee. He has degrees in Commerce and Law and holds an MBA from Swinburne University, Melbourne. **Bruce Coombes – B.Bus UTS, Member – AICPA** **Managing Director** Bruce has spent his entire career within or providing solutions to the accounting profession. Previously a partner in the accounting firm, Macquarie Partners (now part of Deloitte) Bruce introduced outsourcing as a solution for Australian accounting firms. The business he created, Accountants Resourcing, was ultimately acquired by a major financial institution. Bruce is the founder and CEO of QuickFee US. Bruce qualified as a Chartered Accountant in 1985 and has spent his entire career in the accounting profession and for the last 14 years, providing solutions of value to accounting firms.	Sections 11.1 and 11.2

05 Investment Overview

ITEM	SUMMARY	FURTHER INFORMATION
Who are the Board, Company Secretary and key management personnel involved in the Company? continued	**Dale Smorgon – B.Com (Monash University)** **Non-Executive Director** Dale Smorgon has held senior executive positions in a range of companies throughout the past 20 years, including 10+ years with Inmatrix, acquired in 2010 by SunGard Data Systems (now FIS) in the technology sector, delivering credit risk analytics and software solutions to major financial institutions and professional firms both within Australia and the USA. Dale has been a director of QuickFee AU for the past 5 years and provides his experience and important strategic direction to the business. Dale is currently the Chief Executive Officer of Innovative Retail Pty Ltd, which delivers premium family entertainment experiences within shopping malls. Dale does not currently hold any other public company directorships. **James Drummond – CPA** **Chief Operating and Financial Officer** James Drummond has responsibility for all treasury and loan management together with all operational aspects of the Company. He is responsible for all banking relationships, human resources, accounting, reporting and ensuring compliance with all statutory and corporate obligations. James was previously the general manager of an outsourcing business servicing accounting firms and he has significant experience in the provision of services to accounting firms. He is a qualified CPA. James has extensive experience with IT systems and manages the QuickFee US loan management system and all functions around settlement of transactions with clients and firms. **Phillip Hains – CA, MBA** **Company Secretary** Phillip Hains is a Chartered Accountant operating a public practice, 'The CFO Solution' specializing in the listed public company sector. A specialist in the public company environment, Phillip has served the needs of a number of company boards and their related committees. Phillip has over 20 years' experience in providing businesses with company secretarial, compliance and general management services. Phillip holds a Master of Business Administration from RMIT and a Public Practice Certificate.	Sections 11.1 and 11.2

ITEM	SUMMARY	FURTHER INFORMATION
What are the interests of the Board and key management personnel in the Company?	The Directors and key management will receive the remuneration set out in the table below:	Sections 11.4, 11.5 and 12.5

DIRECTOR/MANAGEMENT	REMUNERATION
Barry Lewin	$100,000
Bruce Coombes	$350,000
Dale Smorgon	$65,000
James Drummond	US$150,000

The Directors and key management will hold the following interests in Securities upon completion of the Acquisitions and the Offers:

DIRECTOR/MANAGEMENT	SHARES	OPTIONS/ PERFORMANCE RIGHTS
Barry Lewin	791,000	Nil
Bruce Coombes	20,180,001	3,000,000 Executive Options
Dale Smorgon	20,180,000	Nil
James Drummond	Nil	2,925,685 Performance Rights

In addition to the above:

(a) Barry Lewin will apply for 791,000 Shares under the Public Offer.

(b) In addition to the Shares noted in the above table, Bruce Coombes is also entitled to:

  (i) 3,659,452 Deferred Consideration Shares; and

  (ii) repayment of a $400,000 loan granted to QuickFee AU.

(c) In addition to the Shares noted in the above table, Derida (an entity in which Dale Smorgon holds 25% of the issued capital, and is a director) is also entitled to:

  (i) 3,659,452 Deferred Consideration Shares; and

  (ii) repayment of a $400,000 loan granted to QuickFee AU.

The Shares to be held by Bruce Coombes (or his controlled entities) and Derida each include Shares to be issued under the Acquisitions and 2,000,000 Shares to be issued upon conversion under the QuickFee US Shareholder Loan Agreements in conversion of loans each has granted to QuickFee US of $400,000 at an issue price of $0.20 per Share.

05 Investment Overview

ITEM	SUMMARY	FURTHER INFORMATION
What are the Company's objectives post-listing?	Post-listing, the Company aims to achieve the following objectives as it grows: (a) achieve scale and enhance profitability by pursuing a strategy of rapid Firm acquisition, and growth in its book of loans; (b) increase awareness of the QuickFee Platform by growing outbound marketing and sales efforts with a view to expanding system sales and monthly recurring revenue aggressively; and (c) capture a market-leading position in the USA and grow its market share in Australia.	Section 8.2
What are the key highlights of an investment in the Company	The key highlights of an investment in the Company include: (a) a fully operational product line, suite of services and back-end infrastructure supporting an existing base of customers in Australia and USA; (b) a scalable, growing lending business, exhibiting strong margins; (c) a first mover advantage in the USA; (d) QuickFee US being a preferred provider to CPAmerica, CPAAI, the California CPA Society and the New Jersey Society of CPAs; (e) existing relationships with one or more offices of the majority of the top 100 accounting firms in Australia; and (f) an experienced management team led by the founder of the established QuickFee AU business, Bruce Coombes, with the benefit of the experience and lessons learned from creating and growing the profitable Australian business to be translated into the US market.	Section 8.3

B. INDUSTRY OVERVIEW

ITEM	SUMMARY	FURTHER INFORMATION
What is the industry in which the Company will operate?	Upon completion of the Acquisitions, the Company will operate in the payment platform and SME lending sectors through provision of finance solutions to Clients and Firms and the offering of the QuickFee Platform. QuickFee AU originally focussed its marketing activities on accounting firms, with a recent move toward law firms in Australia. QuickFee US has implemented the same strategy for entry into the significantly larger market in USA, with an initial focus on accounting firms and intention also to approach law firms in the future.	Section 7.1

ITEM	SUMMARY	FURTHER INFORMATION
What is the regulatory environment in which QuickFee AU operates?	QuickFee AU's activities are subject to the following regulatory regimes: (a) **Corporations Act:** AFSL requirements, disclosure requirements and credit licence requirements (none of which are currently applicable to QuickFee AU's activities based on QuickFee AU's current operations and the current regulatory requirements); (b) **AML/CTF Act:** QuickFee AU has an AML/CTF Program in place in compliance with its obligations under the AML/CTF Act; and (c) **ASIC Act:** laws relating to unfair contract terms in standard contracts, which QuickFee AU offers through the QuickFee Platform and its invoice financing offering (QuickFee AU considers that its loans are compliant with these requirements).	Section 7.8.1
What is the regulatory environment in which QuickFee US operates?	QuickFee US's loan contract designates California as the state law that governs the transaction. The California Financing Law (**CFL**) requires persons originating commercial purpose loans to obtain a license from the California Commissioner of the Department of Business Oversight, which has been granted to QuickFee US. The States in which QuickFee US operates fall into two categories: (a) States where the law does not generally apply to or regulate commercial non-real estate lending, either through licensing or substantive restrictions (**Permissive States**); and (b) States where there may be a licensing law or interest rate limitation applicable to business-purpose loans (**Choice-of-Law States**) such that enforcement of the California choice-of-law clause has enhanced importance. Should QuickFee US be required to seek enforcement of a loan that has not been repaid, QuickFee US would generally seek to sue delinquent borrowers in California Courts. The distinction between Permissive and Choice-of-Law States is important, as even if a Court did not enforce the California choice-of-law clause, the law of the Permissive States allows QuickFee US to make loans without obtaining a license and at the rates QuickFee US imposes in each State. That is, for the Permissive States, although QuickFee US includes a California choice-of-law clause, the law of the State where the borrower is located would not substantively restrict rates and fees for commercial lending in any event. The lack of regulation of commercial transactions indicates that courts in the Permissive States would most likely leave contracts governing commercial transactions to the discretion of the parties. In contrast, for the Choice-of-Law States, the enforcement of the California choice-of-law clause is more important because these states have laws that apply (or potentially apply) to commercial loans.	Section 7.8.2

05 Investment Overview

C. BUSINESS MODEL

ITEM	SUMMARY	FURTHER INFORMATION
What is the QuickFee Platform	The QuickFee Platform allows Clients of Firms utilising the QuickFee Platform to take on financing for invoices raised by the Firm as well as pay those invoices by EFT or credit card. Firms can include a link to QuickFee Platform on all invoices they issue to Clients and/or a link from the Firm's website. The QuickFee Platform requests information about the Client and the invoices they wish to pay and then presents three options: (a) pay by the month in instalments using a loan; (b) pay in full by EFT; or (c) pay in full by credit card.	Section 8.4
How does the QuickFee Business generate revenue?	The QuickFee Business generates revenue from selling its services to users by marketing to Firms and having them host the QuickFee Platform while recommending the loan services provided by the QuickFee Business to their Clients. QuickFee AU also generates revenue through Disbursement Funding and Family Law Funding. Specifically, the QuickFee Business earns revenue from: (a) monthly hosting fees; (b) credit card processing; (c) rapid settlement of EFT transactions in the US; (d) interest accrued and facility fees through debt financing of Client invoice payments; and (e) interest accrued and facility fees through debt financing disbursements and family law proceedings for Australian legal Firms.	Sections 8.5.1 to 8.5.3
How is the QuickFee Business marketed to Firms?	The QuickFee Business is marketed through: (a) direct sales through the QuickFee AU and QuickFee US sales offices; (b) sales made through appointed business partners and dealers, primarily comprised of finance brokers, IT consultants and accountants; (c) print and digital advertising as well as recognition through blogs and similar articles used as a means of driving traffic and inbound enquiry to the QuickFee Business; and (d) sponsorship of significant conferences and engagement with opinion leaders to drive recognition of the QuickFee Business' brand and its solutions.	Section 8.5.7

ITEM	SUMMARY	FURTHER INFORMATION
What are the terms on which QuickFee finances Client invoice payments?	Loans to Clients are primarily managed through the QuickFee Platform. When seeking to pay an invoice through the QuickFee Platform, Clients can apply to pay in monthly instalments. Upon making such an election, the Client is prompted to confirm the amount to be borrowed (which must not exceed the value of the invoice) and the term for repayment (typically 3 to 12 months). Revenue is generated from these arrangements through administration fees and interest payments, which vary depending on the size of the loan and term for repayment. In order to protect QuickFee from credit risk, Firms grant to QuickFee the irrevocable right to require the Firm to purchase a Client loan for outstanding amount in the event that a Client defaults on an instalment payment. QuickFee has a broad discretion with respect to the Clients that it grants a loan to and will only grant loans if the Client and Firm meet the criteria of QuickFee's Credit and Collections Policy.	Sections 8.5.2 and 8.5.5
What are the terms on which QuickFee AU finances Disbursement Funding and Family Law Funding?	QuickFee AU grants loans to Firms to fund: (a) professional fees, disbursements, out of pocket expenses, counsel fees and similar expenditure incurred by family law firms in connection with proceedings of a family law matter brought before a family law Court; and (b) the disbursements (not professional fees) in personal injury and contested estate matters. QuickFee AU charges an establishment fee of $150 for such loans and interest at a rate of either 1.5% or 1.9%. QuickFee AU is solely responsible for providing Family Law Funding, which has historically been financed through shareholder loans. Disbursement Funding is financed through the QuickFee AU Facility Agreement.	Section 8.5.3
What are QuickFee's credit and collection policies?	Both QuickFee AU and QuickFee US apply the Credit and Collections Policy prior to granting any loans to Clients and Firms in order to ensure sound and prudent lending practices are applied. The Credit and Collections Policy sets out: (a) limits for the value of loans granted to Clients with respect to a Firm's annual revenue to limit risks related to a Firm's ability to repay loans on behalf of a Client, if required; (b) limits for the value of loans granted to any one particular Firm to limit concentration of its loan book; (c) annual reviews undertaken in respect of all Client loans and Firms; and (d) undertaking credit checks on all borrowers prior to granting loans.	Section 8.5.4

05 Investment Overview

ITEM	SUMMARY	FURTHER INFORMATION
How have QuickFee AU and QuickFee US been financed to date?	Both QuickFee AU's and QuickFee US' working capital requirements and financing of their proportion of loans to Clients and Firms have been financed to date through equity capital contributions and shareholder loans. In addition to funds available directly: (a) QuickFee AU is party to the QuickFee AU Facility Agreement under which QuickFee AU is required to fund 10% of loans to Clients and 30% of loans to Firms for Disbursement Funding out of its cash reserves. (b) QuickFee US is party to the QuickFee US Note Issue Deed under which QuickFee US is required to fund 20% of loans to Clients. The key costs associated with the QuickFee Business are financing costs (interest and fees payable under the QuickFee AU Facility Agreement and QuickFee US Note Issue Deed), staff and marketing costs.	Section 8.5.5
What are the significant dependencies of the Company post-listing?	The Company's significant dependencies post-listing include: (a) the availability of funding to provide finance to Clients and Firms; (b) ongoing compliance with regulatory requirements with respect to making loans to Clients and Firms; (c) the continuing ability of the Company to grow outbound marketing and sales efforts with a view to expanding system sales and monthly recurring revenue; (d) the continuing ability to maintain and acquire key management personnel and staff in the provision of the Company's services and products; and (e) the ability to maintain and quickly leverage the first to market advantage QuickFee US currently enjoys in USA.	Section 8.5.8

D. FINANCIAL INFORMATION

ITEM	SUMMARY	FURTHER INFORMATION
How has QuickFee AU performed historically?	QuickFee AU has grown steadily since inception having contracted with over 700 firms since 2009, 594 of which have had Clients take up one or more loans from QuickFee AU. During this time QuickFee AU has loaned a total of approximately $190 million at an average of $3.2 million per month. Lending each year in the last three calendar years has been: (a) 2016 – $25 million (b) 2017 – $31 million (c) 2018 – $40 million QuickFee AU generated an operating profit of $580,005 for the financial year ended 30 June 2018 and $603,123 in the 9 months ended 31 March 2019. As at 31 March 2019, QuickFee AU had net assets of $2,069,333, with the following key values: (a) total assets of $21,318,660 (primarily made up of $20,519,918 in trade receivables); and (b) total liabilities of $19,363,700 (primarily made up of $16,042,667 in borrowings).	Section 8.5.6(a)

ITEM	SUMMARY	FURTHER INFORMATION
How has QuickFee US performed historically?[1]	QuickFee US has grown steadily since inception, having contracted with over 230 Firms since 2016, 112 of which have had Clients take one or more loans from QuickFee US. Lending each year in the last three calendar years has been: (a) 2016 – US$1 million ($1.4 million at an exchange rate of $0.71:US$1) (b) 2017 – US$2.7 million ($3.8 million at an exchange rate of $0.71:US$1) (c) 2018 – US$5.8 million ($8.2 million at an exchange rate of $0.71:US$1) Continued investment in market awareness and customer acquisition has meant that QuickFee US has incurred losses in each of these years. QuickFee US had an operating loss of $878,649 for the financial year ended 30 June 2018 and $683,777 in the 9 months ended 31 March 2019. As at 31 March 2019, QuickFee US had net liabilities of $857,840, with the following key values: (a) total assets of $8,342,801 (primarily made up of $5,693,556 in trade receivables); and (b) total liabilities of $9,200,641 (primarily made up of $6,577,796 in borrowings).	Section 8.5.6(b)
What is the key financial information for the Company, QuickFee AU and QuickFee US?	Refer to Section 9 for: (a) the following statutory historical financial information of the QuickFee Business: (i) statutory historical statements of financial position for QuickFee AU and QuickFee US as at 30 June 2017, 30 June 2018 and 31 March 2019; (ii) statutory historical statements of profit or loss and other comprehensive income for QuickFee AU and QuickFee US for the financial years ended 30 June 2017, 30 June 2018 and the nine-month period ended 31 March 2019; and (iii) statutory historical statements of cash flows for QuickFee AU and QuickFee US for the financial years ended 30 June 2017, 30 June 2018 and the nine-month period ended 31 March 2019; and (b) a pro-forma combined historical statements of profit or loss and other comprehensive income of the QuickFee Business for the nine-month period ended 31 March 2019; (c) a pro-forma combined historical statements of cash flows of the QuickFee Business for the nine-month period ended 31 March 2019; and (d) a pro-forma historical combined statement of financial position for the QuickFee Business as at 31 March 2019. Investors should note that past performance is not a guide to future performance.	Section 9 and Annexure A

1. Where any values are stated in Australian dollars, the US$ audited information has been converted at $0.71:US$1.

05 Investment Overview

ITEM	SUMMARY	FURTHER INFORMATION
Has the Company provided prospective financial information in respect of the QuickFee Business?	Upon completion of the Acquisitions, the QuickFee business will consist of QuickFee AU, a well-established Australian business, with a track record of profitability and QuickFee US, a recently established, strongly growing US business, still making losses with an unreliable growth trajectory. Both QuickFee AU and QuickFee US will benefit from the contribution of significant growth capital to be raised under the Public Offer, which neither has previously had the benefit of. Accordingly, neither has a track record with which to rely on in preparation of prospective financial information. Any strategies for investing these new funds for growth will be quite speculative. While there may be some synergies in terms of cross selling to local accounting firms with an international network, there may also be limited head office synergies. Given the above, the predictability of the QuickFee Business following completion of the Acquisitions and admission to the Official List will be too unreliable for forecasts to be provided, and accordingly, the Board considers that any prospective financial information would be misleading.	Section 9.1
How will the Company fund its activities?	Following Settlement of the Acquisitions, the funding for the Company's short to medium term activities will be generated from a combination of its operating cash flows, QuickFee AU Facility Agreement, QuickFee US Note Issue Deed, the money raised under the Public Offer and existing cash reserves of the Company.	Section 8.8

E. KEY RISKS

ITEM	SUMMARY	FURTHER INFORMATION
Contractual Risk	Completion of the Acquisitions is subject to the fulfilment of certain conditions precedent. The ability of the Company to achieve its stated objectives will depend on the performance by the parties of their obligations under the Acquisition Agreements. If any party defaults in the performance of their obligations, it may be necessary for the Company to approach a court to seek a legal remedy, which can be costly.	Section 10.2(a)
Client and Firm Credit Risk	There is a risk of potential failure of Clients or Firms to meet their obligations at the appropriate time with respect to loans granted to them. The Company will seek to monitor and manage counterparty risk through internal controls and protocols, including the Credit and Collections Policy. If Clients do not pay the principal, interest and fees owing under their loan contract, or Firms do not pay these costs in their place in accordance with their legal obligations, the Company may experience a decrease in revenue, increase in expenses (including an increase In impairment expenses and an increase in funding costs), and/or decrease in operating cash flows received, which may have a material effect on the QuickFee Business and financial condition of the Company.	Section 10.2(c)

ITEM	SUMMARY	FURTHER INFORMATION
Company Financing Risk	A loss of, or adverse impact to one or more of the Company's funding sources (including GCI under the QuickFee US Note Issue Deed and Lease Collateral under the QuickFee AU Facility Agreement), could limit the Company's ability to write new loans or to write new loans on favourable terms. This includes an inability to extend or refinance expiring facilities, an inability to set up new funding platforms to fund growth in loans, or an increase in funding costs which reduces the Company's revenues or cash flow. This risk is mitigated by the $5.8 million to be raised under the Public Offer being allocated toward loan funding, which will be used to grow the lending book of the Company supplementing debt facilities for loan book growth.	Section 10.2(d)
Failure to Execute Growth Strategies	The Company plans to achieve high rates of growth by executing its strategies, which include achieving a high level of repeat rates from existing Firms and further penetration and activation of its distribution network. There is no guarantee that all or any of the Company's growth strategies will be successfully implemented, deliver the expected returns or ultimately be profitable. There is also a risk that the growth strategies may be subjected to unexpected delays and additional implementation costs. The primary revenue source of the QuickFee Business is through the provision of finance to Clients for payment of Firm invoices. Even if the Company is successful in marketing the QuickFee Business to Firms, there can be no guarantee that Clients will take loans from QuickFee. A lower than expected uptake of loans by Clients may have a negative impact on the Company's performance and Share price.	Section 10.2(e)
Regulatory Risk	The Company will be required to monitor its regulatory obligations in both Australia and the US to ensure that it remains compliant with regulatory requirements. The regulatory position in Australia is subject to potential change following the recently completed Banking Royal Commission, as well as recent commentary on the unfair contract terms legislation by ASIC. Changes to these policies may have an adverse impact on the activities of the Company or on the activities of the Company's financiers. Further, in the event that any provision of QuickFee AU's loan contracts are deemed to be unfair, QuickFee AU may not be entitled to enforce the loan contract, or the contract may be varied such that the terms are less beneficial to QuickFee AU. In particular, QuickFee US is subject to legal requirements that are imposed on a State by State basis. This could increase the costs to QuickFee US of ensuring that it remains compliant with all relevant State regulatory requirements.	Sections 10.2(f) and 10.2(g)

05 Investment Overview

ITEM	SUMMARY	FURTHER INFORMATION
Competition Risk	There are various companies providing services similar to QuickFee AU within the Australian market. If any of these competitors obtain access to greater capital than QuickFee AU, or debt facilities on terms more favourable than the QuickFee AU Facility Agreement (or any other facilities QuickFee AU has in place from time to time), these competitors may be able to offer more favourable terms to Clients and Firms. This may result in a loss of customers by QuickFee AU, which would have a negative impact on QuickFee AU's performance. Large finance providers in both Australia and USA maintain broad market presence and economies of scale not accessible for smaller players such as the Company. If a larger, better funded company markets or creates a comparable product at a lower price point, this could negatively impact the Company's growth in the US market or could diminish the Company's market share in the Australian market. QuickFee US is targeting a new segment within the US professional services market, which introduces unknowns, such as potential downward impacts to expected interest rates, retention rates, and firm adoption. QuickFee US may also not have accurately forecast demand for its product in this market segment, given the unknowns of new market segments.	Section 10.2(h)
Reliance on key management	The responsibility of overseeing the day-to-day operations and the strategic management of the Company depends substantially on its senior management and its key personnel. There can be no assurance there will be no detrimental impact on the Company if one or more of these employees cease their employment.	Section 10.2(i)
Managing rapid growth	The Company aims to experience rapid growth in the scope of its operating activities. This growth is anticipated to result in an increased level of responsibility where, if unable to be managed, will result in not being able to take advantage of market opportunities and execute its business plan or respond to competitive pressure.	Section 10.2(m)
Product liability	Adverse events could expose the Company to product liability claims or litigation, resulting in the removal of regulatory approval (or requirement for regulatory approval where not previously required) for the relevant products and/or monetary damages being awarded against the Company.	Section 10.3(a)
Loss of Customers	The loss of one or more customers through termination or expiry of contracts may, although unlikely, adversely affect the operating results of the Company.	Section 10.3(c)
Data loss, theft or corruption	Exploitation or hacking of any of the Company's systems or networks could lead to corruption, theft or loss of the data which could have a material adverse effect on the Company's business, financial condition and results. Further, if the Company's systems, networks or technology are subject to any type of 'cyber' crime, its technology may be perceived as unsecure which may lead to a decrease in the number of customers.	Section 10.3(e)

ITEM	SUMMARY	FURTHER INFORMATION
Foreign exchange and currency risks	The Company will be operating in a variety of jurisdictions, including the USA and Australia, and as such, expects to generate revenue and incur costs and expenses in US dollars and Australian dollars, movements in currency exchange rates may adversely or beneficially affect the Company's results or operations and cash flows. For example, the appreciation or depreciation of the US dollar relative to the Australian dollar would result in a foreign currency loss or gain. Any depreciation of currencies in foreign jurisdictions in which the Company operates may result in lower than anticipated revenue, profit and earnings of the Company.	Section 10.3(f)
Other risks	For additional specific risks please refer to Section 10.2. For other risks with respect to the market in which the Company will operate and general investment risks, many of which are largely beyond the control of the Company and its Directors, please refer to Sections 10.3 and 10.4.	10.3 and 10.4

F. OFFERS

ITEM	SUMMARY	FURTHER INFORMATION
What is being offered and who is entitled to participate under the Public Offer?	The Company invites applications under the Public Offer for up to 67,500,000 Shares at an issue price of $0.20 per Share to raise up to $13,500,000. The Public Offer is open to retail and sophisticated investors in Australia.	Section 6
How is the Public Offer structured?	The structure of the Public Offer is described in Section 6.1.	Section 6.1
What is the allocation policy under the Public Offer?	The allocation of Shares between the Institutional Offer and the Retail Offer (which includes the Broker Firm Offer and Chairman's List Offer), and the allocation of Shares among Applicants in the Institutional Offer and the Retail Offer, will be determined by agreement between the Underwriter and the Company. For Broker Firm Offer participants, brokers will decide as to how they allocate Shares that they are allocated to their retail clients. The Company, in consultation with the Underwriter, will determine the allocation of Shares to participants within the Chairman's List Offer.	Sections 6.2.3(d), 6.2.4(d) and 6.3.2
How can I apply for Shares under the Public Offer?	Applicants who have received an offer under the Broker Firm Offer or Chairman's List Offer may apply for Shares by completing a valid Application Form attached to or accompanying this Prospectus and submitting that form in accordance with the instructions received from their Broker.	Section 6.2

05 Investment Overview

ITEM	SUMMARY	FURTHER INFORMATION
What is the purpose of the Offers?	The primary purposes of the Offers are to: (a) assist the Company to meet the admission requirements of ASX under Chapters 1 and 2 of the ASX Listing Rules; (b) provide the Company with additional funding for: (i) ongoing lending activities to clients of professional services firms within Australia and USA; (ii) further development of the QuickFee Platform, including integration with accounting software vendors; (iii) marketing of the QuickFee Platform to professional services firms throughout Australia and USA and increasing the QuickFee Business' sales team and presence throughout Australia and USA; and (iv) the Company's working capital requirements while it is seeking to expand its market footprint, particularly in USA; (c) remove the need for an additional disclosure document to be issued upon the sale of any Shares that are to be issued under the Offers or Shares issued upon conversion of the Performance Rights. The Company intends on applying the funds raised under the Public Offer along with its current cash reserves in the manner detailed in Section 8.8. Upon completion of the Public Offer, the Company considers that it will satisfy the requirement for at least 20% of its Shares to be held by non-affiliated parties and able to be traded on the ASX.	Section 6.5
What are the Secondary Offers?	The Prospectus also includes the following secondary offers: (a) offers of 24,000,000 AU Consideration Shares and 26,250,000 US Consideration Shares in consideration for the Acquisitions; (b) offers of 16,000,000 Shares to lenders of funds to the Company under the Seed Loan Agreements and 6,000,000 Shares to lenders of funds to the Company under the QuickFee US Shareholder Loan Agreements; and (c) an offer of 5,851,370 Performance Rights to certain management of QuickFee US. Only specified persons will be entitled to participate in the Secondary Offers, all of whom will be approached directly by the Company.	Section 6.4
What will the Company's capital structure look like after completion of the Offers and the Acquisitions?	The Company's capital structure on completion of the Offers is set out in Sections 3.2 and 8.9.	Sections 3.2 and 8.9
What are the terms of the Shares offered under the Offers and to be issued at Settlement of the Acquisitions?	A summary of the material rights and liabilities attaching to: (a) the Shares offered under the Offers are set out in Section 13.2; (b) the Executive Options are set out in Section 13.3; (c) the Broker Options are set out in Section 13.4; and (d) the Performance Rights are set out in Section 13.5.	Section 13.2 to 13.5

ITEM	SUMMARY	FURTHER INFORMATION
Will any Securities be subject to escrow?	Subject to the Company complying with Chapters 1 and 2 of the ASX Listing Rules and completing the Offers, certain Securities (including some of those issued as consideration under the Acquisitions) to be issued may be classified by ASX as restricted securities and will be required to be held in escrow for up to 24 months from the date of Official Quotation. The Company has also agreed with certain Shareholders that their Shares will be escrowed voluntarily. During the period in which these Securities are prohibited from being transferred, trading in Shares may be less liquid which may impact on the ability of a Shareholder to dispose of his or her Shares in a timely manner.	Section 8.11
Will the Securities be quoted?	Application for quotation of all Shares to be issued under the Offers (other than those subject to escrow) will be made to ASX no later than 7 days after the date of this Prospectus. The Performance Rights, Executive Options and Broker Options will not be quoted. However, the Shares issued upon conversion of those Securities will be quoted (subject to any ASX imposed escrow).	Section 6.10
What are the key dates of the Offer?	The key dates of the Offers are set out in the indicative timetable in Section 3.	Section 3.1
What is the minimum investment size under the Public Offer?	Applications under the Public Offer must be for a minimum of $2,000 worth of Shares (10,000 Shares) and thereafter, in multiples of $200 worth of Shares (1,000 Shares). The Company, together with the Underwriter, reserves the right to: (a) reject any Application or to allocate a lesser number of Shares than applied for; or (b) aggregate any Applications, which it believes may be multiple Applications from the same person.	Section 6.9
Are there any conditions to the Offers?	The Offers are conditional on the Acquisition Agreements becoming unconditional. If this Condition is not satisfied, the Acquisitions and the Offers will not proceed. Shares issued under this Prospectus will be issued on the date of Settlement of the Acquisitions. In this regard, if Settlement does not occur, no Securities will be issued pursuant to this Prospectus.	Sections 6.15 and 12.1
How will the proceeds of the Public Offer be used?	Together with existing cash reserves of the Company, the Public Offer proceeds will be used to fund: (a) expenses of the Offers and Acquisitions; (b) marketing and sales; (c) financing of loans; (d) research and development; (e) repayment of debts owing to the QuickFee US Shareholders (including to entities in which Bruce Coombes and Dale Smorgon hold an interest); and (e) working capital needs of the Company.	Section 8.8
Is there any brokerage, commission or duty payable by applicants?	No brokerage, commission or duty is payable by Applicants on the acquisition of Securities under the Offers.	Section 6.12

05 Investment Overview

ITEM	SUMMARY	FURTHER INFORMATION
Is the Public Offer underwritten?	The Public Offer is fully underwritten. The Company has appointed Bell Potter Securities Ltd (ACN 612 793 683) (**Bell Potter or Underwriter**) as underwriter of the Public Offer. Bell Potter holds an Australian Financial Services Licence (AFSL 243 480) issued by ASIC. Bell Potter Securities is Australia's largest independent full service broker with over 400 advisors across 14 offices in Australia and institutional offices in Hong Kong, London and New York. Bell Potter is a wholly owned subsidiary of Bell Financial Group (ASX: BFG), which has offices throughout Australia, Hong Long, Kuala Lumpur, London and New York. Bell Potter will be paid the following fees in consideration for acting as underwriter of the Public Offer: (a) an underwriting fee of 3% of the proceeds of the Public Offer; and (b) a management fee of 2% of the proceeds of the Public Offer. The Company will also be required to reimburse Bell Potter for legal fees incurred in connection with the Public Offer (capped at a sum of $30,000) and other expenses reasonably incurred. Refer to Section 12.1.1 for a summary of the terms and conditions of the Underwriting Agreement.	Sections 6.17 and 12.1.1
Are there arrangements in place with any other promoters?	The Company previously had a mandate in place with EverBlu Capital Pty Ltd (ACN 612 793 683) (AFSL 499601) (**EverBlu Capital**) under which EverBlu Capital was appointed lead manager of the Public Offer (**EverBlu Mandate**). The EverBlu Mandate was subsequently terminated, but the Company will pay the following amounts to EverBlu Capital upon completion of the Public Offer: (a) $40,000 cash; (b) 800,000 Shares; and (c) 3,000,000 Broker Options. EverBlu Capital has no ongoing advisory role with the Company following termination of its mandate. The Company anticipates that the Shares and Broker Options referred to above will be escrowed for a period of 24 months from the date of Official Quotation.	Section 6.19
Can the Offers be withdrawn?	The Company reserves the right not to proceed with the Offers at any time before the issue or transfer of Shares to successful Applicants. If the Offers do not proceed, application monies will be refunded (without interest).	Section 6.16
What are the tax implications of investing in Securities?	Holders of Securities may be subject to tax on dividends and possibly capital gains tax on a future disposal of Securities issued under this Prospectus. The tax consequences of any investment in Securities will depend upon an investor's particular circumstances. Applicants should obtain their own tax advice prior to deciding whether to subscribe for Securities offered under this Prospectus.	Section 6.12
Where can I find more information?	• By speaking to your stockbroker, solicitor, accountant or other independent professional adviser; • By visiting the Company's website at www.quickfee.com; • By contacting the Company Secretary on +61 2 8090 7700; or • By contacting the Share Registry on 1300 737 760.	



06

Details of the Offers

06 Details of the Offers

6.1 THE PUBLIC OFFER

6.1.1 Introduction

The Public Offer is an initial public offering of a total of 67,500,000 Shares at $0.20 per Share to raise $13,500,000.

The Shares offered under the Public Offer will represent 48% of the Shares on issue on completion of the Offers. Accordingly, the "free float" (for the purposes of ASX Listing Rule 1.1) will be at least 47% of the Shares on issue at listing (which excludes the 791,000 Shares to be taken up by Barry Lewin).

The total number of Shares on issue on Completion of the Offer will be 140,550,001.

All Shares issued under the Public Offer will be fully paid and will rank equally with all other Shares currently on issue. A summary of the material rights and liabilities attaching to the Shares is set out in Section 13.2.

6.1.2 Structure of the Public Offer

The Public Offer comprises:

(a) the Retail Offer, consisting of:

  (i) the Broker Firm Offer, which is only open to Australian resident retail clients of brokers who have received a firm allocation from their broker; and

  (ii) the Chairman's List Offer, which is open to selected investors who have received an invitation from the Chairman; and

(b) the Institutional Offer, which consists of an invitation to institutional investors in Australia and other eligible jurisdictions to apply for Shares.

The Public Offer is fully underwritten by the Underwriter. A summary of the Underwriting Agreement, including the events which would entitle the Underwriter to terminate the Underwriting Agreement, is set out in Section 12.1.1.

6.2 RETAIL OFFER

6.2.1 Offer period

The Retail Offer opens at 9.00 am (Melbourne time) on 12 June 2019 and is expected to close at 5.00 pm (Melbourne time) on 21 June 2019. The Company and the Underwriter may elect to close the Retail Offer early, extend the Retail Offer or any part of it, or accept late applications either generally or in particular cases.

For Broker Firm Offer participants, your broker may impose an earlier closing date. Applicants under the Broker Firm Offer are therefore encouraged to submit their applications as early as possible.

You should be aware that your financial institution may implement earlier cut off times with regard to electronic payment and you should therefore take this into consideration when making payment. Neither the Company nor the Underwriter takes any responsibility for any failure to receive applications monies or payment before the Retail Offer closes arising as a result of, among other things, delays in processing of payments by financial institutions.

6.2.2 Applications and refunds

The Company reserves the right to decline any application in whole or in part, without giving any reason. Applicants whose applications are not accepted, or who are allocated a lesser number of Shares than the amount applied for, will receive a refund of all or part of their application monies, as applicable. Interest will not be paid on any application monies refunded.

If the amount of your application monies that you pay is less than the amount specified on your Application Form, you may be taken to have applied for such lower amount of Shares as for which your cleared application monies will pay (and to have specified that amount on your online Application Form) or your application may be rejected.

Acceptance of an application will give rise to a binding contract on the terms and conditions set out in this Prospectus and the Application Form. To the extent permitted by applicable law, an application is irrevocable.

The Company and the Underwriter reserve the right to reject any application which is not correctly completed or which is submitted by a person who they believe is ineligible to participate in the Public Offer, or to waive or correct any errors made by the applicant in completing their application.

6.2.3 Broker Firm Offer

(a) Who can apply in the Broker Firm Offer?

The Broker Firm Offer is open to persons who have received an invitation from a Broker to acquire Shares and who have a registered address in Australia. Investors who have been offered a firm allocation by a Broker will be treated as an Applicant under the Broker Firm Offer in respect of that allocation.

Investors should contact their Broker to determine whether they may be allocated Shares under the Broker Firm Offer. The Broker Firm Offer is not a general public offer and is not open to persons in the United States.

(b) How to apply for Shares

Applications for Shares may only be made on an Application Form attached to or accompanying this Prospectus or any replacement or supplementary prospectus. Applicants under the Broker Firm Offer must complete and lodge their Application Form with the broker from whom they received their invitation. Application Forms must be completed in accordance with the instructions given to you by the broker and the instructions set out on the Application Form.

Applicants under the Broker Firm Offer should contact their broker about the minimum and maximum Application amount. The Company and the Underwriter reserve the right to aggregate any Applications which they believe may be multiple Applications from the same person. The Company may determine a person to be eligible to participate in the Broker Firm Offer, and may amend or waive the Broker Firm Offer application procedures or requirements, in its discretion in compliance with applicable laws.

Applicants under the Broker Firm Offer must lodge their Application Form and application monies with the relevant broker in accordance with the relevant broker's directions in order to receive an allocation of Shares. Applicants under the Broker Firm Offer must not send their Application Forms to the Share Registry.

(c) How to pay

Applicants under the Broker Firm Offer must pay their Application Monies in accordance with instructions from their broker.

(d) Allocation policy under the Broker Firm Offer

The allocation of Shares to brokers will be determined by the Underwriter and the Company taking into account the factors set out in Section 6.3.2.

The brokers (and not the Company or the Underwriter) will be responsible for ensuring that Applicants who have received an allocation from them, receive the relevant Shares.

6.2.4 Chairman's List Offer

(a) Who can apply in the Chairman's List Offer?

The Chairman's List Offer is open to selected investors who have received an invitation from the Chairman to participate and who have a registered address in Australia.

The Chairman's List Offer is not a general public offer and is not open to persons in the United States.

(b) How to apply

If you have received an invitation from the Chairman and you wish to apply for Shares, you should follow the instructions in your personalised invitation.

Applications under the Chairman's List Offer must be for a minimum of $2,000 of Shares and in multiples of $200 thereafter.

(c) How to pay

Applicants under the Chairman's List Offer must pay their application monies in accordance with instructions in their personalised invitation and the Application Form. For more details, Applicants should contact the Company Secretary on +61 2 8090 7700.

(d) Allocation policy under the Chairman's List Offer

Applicants under the Chairman's List Offer will receive a guaranteed allocation of Shares in the amount notified on their invitation. Beyond this, the allocation of Shares to Applicants under the Chairman's List Offer will be determined by the Underwriter and the Company taking into account the factors set out in Section 6.3.2.

06 Details of the Offers

6.3 INSTITUTIONAL OFFER

6.3.1 Invitations to bid

The Institutional Offer consists of an invitation to certain Institutional Investors in Australia and a number of other eligible jurisdictions to apply for Shares. The Underwriter has separately advised Institutional Investors of the application procedures for the Institutional Offer.

6.3.2 Allocation policy under the Institutional Offer

The allocation of Shares between the Institutional Offer and the Retail Offer is determined by the Company in agreement with the Underwriter. The Company, in agreement with the Underwriter, has absolute discretion regarding the basis of allocation of Shares among institutional investors.

Participants in the Institutional Offer will be advised of their allocation of Shares, if any, by the Underwriter. The allocation policy is influenced by the following factors:

(a) the number of Shares bid for by particular applicants;

(b) the timeliness of the bid by particular applicants;

(c) the Company's desire for an informed and active trading market following listing;

(d) the Company's desire to establish a wide spread of institutional Shareholders;

(e) overall level of demand under the Retail Offer and Institutional Offer;

(f) the size and type of funds under management of particular applicants;

(g) the likelihood that particular applicants will be long-term Shareholders; and

(h) any other factors that the Company and the Underwriter consider appropriate.

6.4 SECONDARY OFFERS

6.4.1 Consideration Offer

This Prospectus includes an offer of:

(a) 24,000,000 AU Consideration Shares to be issued to the QuickFee AU Vendors pursuant to the QuickFee AU Acquisition Agreement (the material terms of which are summarised at Section 12.2.1; and

(b) 26,250,000 Consideration Shares to be issued to the QuickFee US Stockholders pursuant to the QuickFee US Acquisition Agreement (the material terms of which are summarised at Section 12.2.2 of this Prospectus).

The terms of the Shares offered under the Consideration Offer are summarised in Section 13.2.

Only the QuickFee US Stockholders and QuickFee AU Shareholders (together, the **Vendors**) may accept the Consideration Offer. A personalised Application Form in relation to the Consideration Offer will be issued to the Vendors together with a copy of this Prospectus.

The Shares issued under the Consideration Offer may be subject to escrow under the ASX Listing Rules. Please refer to Section 8.11 for a summary of the likely escrow position.

6.4.2 Convertible Loan Offer

The Convertible Loan Offer includes an offer of:

(a) 16,000,000 Shares to the lenders upon conversion under the Seed Loan Agreements; and

(b) 6,000,000 Shares to the lenders upon conversion under the QuickFee US Shareholder Loan Agreements.

The terms of the Shares offered under the Convertible Loan Offer are summarised in Section 13.2.

Only the relevant lenders may accept the Convertible Loan Offer. A personalised Application Form in relation to the Convertible Loan Offer will be issued to the relevant lenders together with a copy of this Prospectus. The material terms and conditions of the Convertible Loan Agreements are summarised at Section 12.1.2.

The Shares issued under the Convertible Loan Offer may be subject to escrow under the ASX Listing Rules. Please refer to Section 8.11 for a summary of the likely escrow position.

6.4.3 Performance Rights Offer

This Prospectus includes an offer of 5,851,370 Performance Rights to be issued to employees of QuickFee US as an equity linked incentive under their employment agreements. The terms and conditions of the Performance Rights are summarised at Section 13.5 of this Prospectus.

The Company will not apply for quotation of the Employee Performance Rights. Only the QuickFee US employees may accept the Performance Rights Offer. A personalised Application Form in relation to the Performance Rights Offer will be issued to the relevant QuickFee US employees together with a copy of this Prospectus.

The Performance Rights may be subject to escrow under the ASX Listing Rules. Please refer to Section 8.11 for a summary of the likely escrow position.

6.5 PURPOSE OF THE OFFERS

The primary purposes of the Offers are to:

(a) assist the Company to meet the admission requirements of ASX under Chapters 1 and 2 of the ASX Listing Rules;

(b) provide the Company with additional funding for:

  (i) ongoing lending activities to clients of professional services firms within Australia and USA;

  (ii) further development of the QuickFee Platform, including integration with accounting software vendors;

  (iii) marketing of the QuickFee platform to Firms throughout Australia and USA and increasing the QuickFee Business' sales team and presence throughout Australia and USA; and

  (iv) the Company's working capital requirements while it is seeking to expand its market footprint, particularly in USA; and

(c) remove the need for an additional disclosure document to be issued upon the sale of any Shares that are to be issued under the Offers or Shares issued upon conversion of the Performance Rights.

The Company intends on applying the funds raised under the Public Offer along with its current cash reserves in the manner detailed in Section 8.8.

6.6 MINIMUM SUBSCRIPTION

The minimum subscription under the Public Offer is $13,500,000 (**Minimum Subscription**).

If the Minimum Subscription has not been raised within four months after the date of the Original Prospectus, or such period as varied by the ASIC, the Company will not issue any Shares and will repay all application monies for the Shares within the time prescribed under the Corporations Act, without interest.

6.7 OVERSUBSCRIPTIONS

No oversubscriptions will be offered under the Public Offer.

06 Details of the Offers

6.8 APPLICATIONS

Applications for Securities under the Offers must be made using the relevant Application Form.

By completing an Application Form, each Applicant under the Offers will be taken to have represented, warranted, agreed and acknowledged as follows:

(a) that all details and statements made by them are complete and accurate;

(b) that they have personally received the Application Form together with a complete and unaltered copy of the Prospectus;

(c) they agree to become a member of the Company and to be bound by the terms of the Constitution and the terms and conditions of the Offers;

(d) that the applicant(s), if a natural person, is/are over 18 years of age;

(e) acknowledged that, once the Company or a broker receives an Application Form, it may not be withdrawn;

(f) applied for the number of Shares at the Australian dollar amount shown on the front of the Application Form;

(g) agreed to being allocated and issued the number of Shares applied for (or a lower number allocated in a way described in this Prospectus), or no Shares at all;

(h) authorised the Company, the Underwriter and their respective officers or agents, to do anything on behalf of the applicant(s) necessary for Shares to be allocated to the applicant(s), including to act on instructions received by the Share Registry upon using the contact details in the Application Form;

(i) acknowledged that the Company may not pay dividends, or that any dividends paid may not be franked;

(j) acknowledged that the information contained in this Prospectus (or any supplementary or replacement prospectus) is not financial product advice or a recommendation that Shares are suitable for applicant(s), given the investment objectives, financial situation and particular needs (including financial and taxation issues) of the applicant(s);

(k) declared that the applicant(s) is/are a resident of Australia (except as applicable to the Institutional Offer);

(l) acknowledged and agreed that the Offers may be withdrawn by the Company or may otherwise not proceed in the circumstances described in this Prospectus; and

(m) acknowledged and agreed that if listing does not occur for any reason, the Offers will not proceed.

Completed Application Forms must be mailed or delivered to the address set out on the Application Form, with sufficient time to be received by or on behalf of the Company by **no later than 5.00pm (EST) on the Closing Date**, which is currently scheduled to occur on 26 June 2019.

Applications under the Public Offer must be accompanied by payment in full in Australian currency by cheque, direct debit or BPAY® in accordance with the instructions set out in the Application Form.

The Company will also accept payment on a delivery versus payment (**DvP**) basis, provided that Shares under the Public Offer will be issued at the same time as all other Securities are issued upon Settlement. Please contact your broker if you wish to pay for Shares under the Public Offer on a DvP basis.

Where no issue is made under the Public Offer, Application monies will be refunded (without interest) to the Applicants as soon as practicable after the Closing Date.

The Company reserves the right to close the Offers early.

If you require assistance in completing an Application Form, please contact the Share Registry on +61 2 9290 9600.

6.9 MINIMUM APPLICATION AMOUNT

Applications under the Public Offer must be for a minimum of $2,000 worth of Shares (100,000 Shares) and thereafter, in multiples of $200 worth of Shares (10,000 Shares).

6.10 ASX LISTING

Application for Official Quotation by ASX of the Shares offered pursuant to this Prospectus was made within 7 days after the date of the Original Prospectus. The Company will not seek ASX listing for the Executive Options, or Performance Rights issued under this Prospectus, or the Broker Options to be issued. However, the Company will apply for quotation of the Shares issued on exercise or conversion of those Securities.

If the Shares are not admitted to Official Quotation by ASX before the expiration of 3 months after the date of issue of the Original Prospectus, or such period as varied by the ASIC, the Company will not issue any Securities and will repay all application monies for the Securities within the time prescribed under the Corporations Act, without interest.

The fact that ASX may grant Official Quotation to the Shares is not to be taken in any way as an indication of the merits of the Company or the Securities now offered for subscription.

6.11 ISSUE

Subject to the minimum subscription to the Public Offer being reached (See Section 6.6 above) and ASX granting conditional approval for the Company to be admitted to the Official List, the issue of the Securities offered by this Prospectus will take place as soon as practicable after the Closing Date.

Pending the issue of the Securities or payment of refunds pursuant to this Prospectus, all application monies will be held by the Company in trust for the Applicants in a separate bank account as required by the Corporations Act. The Company, however, will be entitled to retain all interest that accrues on the bank account and each Applicant waives the right to claim interest.

The Directors will determine the recipients of the issued Shares in their sole discretion (in conjunction with Bell Potter). The Directors reserve the right to reject any application or to allocate any applicant fewer Shares than the number applied for. Where the number of Shares issued is less than the number applied for, or where no issue is made, surplus application monies will be refunded without any interest to the Applicant as soon as practicable after the Closing Date.

6.12 TAXATION

The acquisition and disposal of Shares will have tax consequences, which will differ depending on the individual financial affairs of each investor. All potential investors in the Company are urged to obtain independent professional taxation and financial advice about the consequences of acquiring and disposing of Shares from a taxation viewpoint and generally.

It is not possible to provide a comprehensive summary of the possible taxation positions of all potential Applicants. As such, all potential investors in the Company are urged to obtain independent financial advice about the consequences of acquiring Shares from a taxation viewpoint and generally.

To the maximum extent permitted by law, the Company, its officers and each of their respective advisors accept no liability and responsibility with respect to the taxation consequences of subscribing for Securities under this Prospectus or the reliance of any Applicant on any part of the summary contained in this Section.

No brokerage, commission or duty is payable by applicants on the acquisition of Securities under the Offers.

6.13 APPLICANTS OUTSIDE AUSTRALIA

This Prospectus does not, and is not intended to, constitute an offer in any place or jurisdiction, or to any person to whom, it would not be lawful to make such an offer or to issue this Prospectus. The distribution of this Prospectus in jurisdictions outside Australia may be restricted by law and persons who come into possession of this Prospectus should seek advice on and observe any of these restrictions. Any failure to comply with such restrictions may constitute a violation of applicable securities laws.

No action has been taken to register or qualify the Shares or otherwise permit a public offering of the Shares the subject of this Prospectus in any jurisdiction outside Australia. Applicants who are resident in countries other than Australia should consult their professional advisers as to whether any governmental or other consents are required or whether any other formalities need to be considered and followed.

If you are outside Australia it is your responsibility to obtain all necessary approvals for the issue of the Shares pursuant to this Prospectus. The return of a completed Application Form will be taken by the Company to constitute a representation and warranty by you that all relevant approvals have been obtained.

06 Details of the Offers

6.13.1 New Zealand Residents

The offer made to New Zealand investors is available only to, and may only be accepted by, a Wholesale Investor (in terms of clause 3(2) and 3(3) of Schedule 1 of the Financial Markets Conduct Act 2013) who has completed a Wholesale Investor Certification or an Eligible Investor Certification or who invests a minimum amount of NZ$750,000 in Shares and who has completed a Minimum Investment Acknowledgement.

This document does not constitute and should not be construed as an offer, invitation, proposal or recommendation to apply for Shares by investors in New Zealand who are not Wholesale Investors. Applications or any requests for information from investors in New Zealand who are not Wholesale Investors will not be accepted. This document has not been, and will not be, lodged with the Registrar of Financial Service Providers in New Zealand and is not a product disclosure statement under the Financial Markets Conduct Act 2013. New Zealand Wholesale Investors wishing to invest in the Company should be aware that there may be different tax implications of investing in Shares and should seek their own tax advice as necessary.

Each New Zealand investor acknowledges and agrees that he, she or it:

(a) Has not offered or sold, and will not offer or sell, directly or indirectly, any Shares in the Company;

(b) Has not distributed and will not distribute, directly or indirectly, this document or any other offering materials or advertisement in relation to any offer of any Shares in the Company;

(c) In each case in New Zealand other than to a person who is a Wholesale Investor (in terms of clause 3 of Schedule 1 of the *Financial Markets Conduct Act 2013*); and

(d) Will notify the Company if they cease to be a Wholesale Investor (in terms of clause 3(2) and 3(3) of Schedule 1 of the *Financial Markets Conduct Act 2013*).

The following warning statement applies in relation to those New Zealand investors who are Wholesale Investors solely by reason of the minimum amount payable by them on acceptance of the Offer being at least NZ$750,000.

WARNING: New Zealand law normally requires people who offer financial products to give information to investors before they invest. This requires those offering financial products to have disclosed information that is important for investors to make an informed decision.

The usual rules do not apply to this Offer because there is an exclusion for offers where the amount invested upfront by the investor (plus any other investments the investor has already made in the financial products) is NZ$750,000 or more. As a result of this exclusion, you may not receive a complete and balanced set of information. You will also have fewer other legal protections for this investment.

Investments of this kind are not suitable for retail investors.

6.13.2 Hong Kong Residents

WARNING: This Prospectus has not been, and will not be, registered as a prospectus under the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32 of the Laws of Hong Kong (the Companies (MSC) Ordinance), nor has it been authorised by the Securities and Futures Commission in Hong Kong pursuant to the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) (the SFO). No action has been taken in Hong Kong to authorise or register this Prospectus or to permit the distribution of this Prospectus or any documents issued in connection with it. Accordingly, the Shares have not been and will not be offered or sold in Hong Kong other than to "professional investors" (as defined in the SFO and any rules made under the SFO) or in other circumstances which do not result in this Prospectus being a "prospectus" as defined in the Companies (MISC) Ordinance or which do not constitute an offer to the public within the meaning of the Companies (MISC) Ordinance or the Companies Ordinance (Cap. 622 of the Laws of Hong Kong).

No advertisement, invitation or document relating to the Shares has been or will be issued, or has been or will be in the possession of any person for the purpose of issue, in Hong Kong or elsewhere that is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the laws of Hong Kong) other than with respect to the Shares that are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" (as defined in the SFO and any rules made under the SFO). No person allotted the Shares may sell, or offer to sell, such securities in circumstances that amount to an offer to the public in Hong Kong within six months following the date of issue of such securities.

The contents of this Prospectus have not been reviewed by any Hong Kong regulatory authority. You are advised to exercise caution in relation to the Offer. If you are in doubt about any contents of this Prospectus, you should obtain independent professional advice.

By accepting receipt of this Prospectus, you are deemed to confirm, represent and warrant to the Company that you are a professional investor within the meaning of Section 1 of Part 1 of Schedule 1 to the SFO or Section 3 of the Securities and Futures (Professional Investor) Rules (Cap. 571D of the Laws of Hong Kong).

6.14 US SECURITIES LAW MATTERS

This Prospectus does not constitute an offer to sell, or a solicitation of an offer to buy, securities in the US. In particular, the Securities have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the **US Securities Act**), and may not be offered or sold in the US or to, or for the account or benefit of US Persons (as defined in Regulation S under the US Securities Act) or an exemption is available from the registration requirements of the US Securities Act.

Each applicant will be taken to have represented, warranted and agreed as follows:

(a) it understands that the Securities have not been, and will not be, registered under the US Securities Act and may not be offered, sold or resold in the US, except in a transaction exempt from, or not subject to, registration under the US Securities Act and any other applicable securities laws;

(b) it is not in the US;

(c) it has not and will not send this Prospectus or any other material relating to the Offers to any person in the US; and

(d) it will not offer or sell the Securities in the US or in any other jurisdiction outside Australia except in transactions exempt from, or not subject to, registration under the US Securities Act and in compliance with all applicable laws in the jurisdiction in which the Shares are offered and sold.

Each Applicant under the Institutional Offer will be required to make certain representations, warranties and covenants set out in the confirmation of allocation letter distributed to it.

6.15 CONDITIONAL OFFERS

The Offers are conditional on the Acquisition Agreements becoming unconditional (**Condition**). If this Condition is not satisfied, the Acquisitions and the Offers will not proceed. Shares issued under this Prospectus will be issued on the date of Settlement of the Acquisitions. In this regard, if Settlement does not occur, no Securities will be issued pursuant to this Prospectus.

6.16 DISCRETION REGARDING THE OFFER

The Company reserves the right not to proceed with the Offers at any time before the issue of Shares to successful applicants. If the Offers, or any part of them, do not proceed, all relevant application monies will be refunded. No interest will be paid on any application monies refunded as a result of the withdrawal of the Offers.

The Company and the Underwriter also reserve the right to close the Offers or any part of them early, extend the Offers or any part of them, accept late applications or bids either generally or in particular cases, reject any application or bid, or allocate to any applicant or bidder fewer Shares than applied or bid for.

6.17 PUBLIC OFFER UNDERWRITTEN

The Public Offer is underwritten by Bell Potter Securities Limited (ACN 006 390 772) (AFSL 243480) (**Underwriter** or **Bell Potter**).

Bell Potter Securities is Australia's largest independent full service broker with over 400 advisors across 14 offices in Australia and institutional offices in Hong Kong, London and New York. Bell Potter is a wholly owned subsidiary of Bell Financial Group (ASX: BFG), which has offices throughout Australia, Hong Long, Kuala Lumpur, London and New York. Bell Potter will be paid the following fees in consideration for acting as underwriter of the Public Offer:

(a) an underwriting fee of 3% of the proceeds of the Public Offer; and

(b) a management fee of 2% of the proceeds of the Public Offer.

The Underwriter and the Company have entered into the Underwriting Agreement under which the Underwriter has been appointed as arranger, manager and underwriter of the Public Offer. The Underwriter has agreed, subject to certain conditions and termination events, to underwrite applications for all Shares under the Public Offer.

The Underwriting Agreement is subject to a number of conditions precedent and sets out a number of circumstances under which the Underwriter may terminate the Underwriting Agreement and its underwriting obligations.

The Company will also be required to reimburse Bell Potter for legal fees incurred in connection with the Public Offer (capped at a sum of $30,000) and other expenses reasonably incurred.

A summary of the material terms of the Underwriting Agreement is set out in Section 12.1.1.

06 Details of the Offers

6.18 POTENTIAL CONTROL EFFECT OF UNDERWRITING AGREEMENT

The Company notes that the Underwriter may be required to acquire Shares pursuant to its obligations under the Underwriting Agreement, depending on the level of subscriptions from applicants and sub-underwriters procured by the Underwriter.

The Underwriter does not currently hold any Shares. The maximum voting power in the Company the Underwriter could have on completion of the Public Offer is 48% (assuming the Underwriter is required to subscribe for the entire Public Offer). Where the Underwriter is required to subscribe for $5,622,000 of the Shares the subject of the Public Offer, the Underwriter would have a voting power of 20%.

The Underwriter's right to appoint sub-underwriters and the Underwriter having undertaken a bookbuild to institutional investors prior to lodgement of the Prospectus will mean the Underwriter is unlikely to acquire a voting power in the Company of more than 20% as a result of its obligations under the Underwriting Agreement.

Should the Underwriter be required to subscribe for Shares under the Public Offer in excess of 20% of the issued capital of the Company, the Underwriter would rely on item 13 of section 611 of the Corporations Act, which permits an underwriter to acquire voting power in excess of 20% where the issue of Shares is undertaken pursuant to a disclosure document and the disclosure document discloses the effect that the acquisition would have on the Underwriter's voting power.

6.19 MANDATE WITH EVERBLU CAPITAL

The Company also previously had a mandate in place with EverBlu Capital Pty Ltd (ACN 612 793 683) (AFSL 499601) (**EverBlu Capital**) under which EverBlu Capital was appointed lead manager of the Public Offer (**EverBlu Mandate**). The EverBlu Mandate was subsequently terminated and it has been agreed that EverBlu Capital is entitled to $40,000 cash, 800,000 Shares and 3,000,000 Broker Options in consideration for services provided to the Company prior to termination of the EverBlu Mandate.

The Company anticipates that the Shares and Broker Options referred to above will be escrowed for a period of 24 months from the date of Official Quotation.

6.20 ENQUIRIES

Any questions concerning the Company, or the Offer, should be directed to the Company at +61 2 8090 7700.



07

Industry Overview

07 Industry Overview

7.1 INTRODUCTION

Upon completion of the Acquisitions, the Company will operate in the payment platform and SME lending sectors, by providing finance solutions to clients (**Clients**) of professional services firms (**Firms**) for payment of invoices issued by Firms to their Clients through use of the QuickFee Platform.

QuickFee AU originally focussed its marketing activities on accounting firms, with a recent move toward law firms in Australia. QuickFee US has implemented the same strategy for entry into the significantly larger market in USA, with an initial focus on accounting firms and intention also to approach law firms in the future.

This section provides an overview of:

(a) the accounting and law sectors in Australia and USA;

(b) the payment platform sector in Australia and USA;

(c) the key financing alternatives available for payment of invoices for professional services;

(d) the emergence of online non-bank lending alternatives and relevant key trends; and

(e) the regulatory requirements applicable to the QuickFee Business in Australia and USA.

7.2 OVERVIEW OF ACCOUNTING SECTOR IN AUSTRALIA AND USA

The revenue of the accounting sectors in Australia and USA are set out in the table below based on information available as at the date of this Prospectus:

	ESTIMATED REVENUE IN 2018
Australia[2]	$20 billion

	ESTIMATED REVENUE IN 2017
USA[3]	US$175.4 billion

Firms provided traditional compliance services such as auditing and tax preparation services as well as consulting services for individuals and corporations.

7.2.1 Australia

The top 100 Accounting firms in Australia generated $11.25 billion in revenue in 2018 which was a 9.7% increase from 2017[4]. Set out in the below table is a summary of the annual revenue of the top 100 Australian accounting firms in 2018[5]:

	REVENUE	REVENUE GROWTH (YOY)	CLIENT-TYPE
Big 4 (pwc, Deloitte, KPMG and EY)	A$7.79 billion	11.1%	ASX listed and multi-national companies
Firms earning within A$100 and A$375m (Grant Thornton, Pitcher Partners, etc)	A$1.88 billion	4.3%	Large and national companies
Firms earning within A$20 and A$100m (22 firms)	A$993 million	9.2%	SMEs, Private business owners, SMSFs and Other
Firms earning within A$10 and A$20m (22 firms)	A$324 million	10.8%	SMEs, Private business owners, SMSFs and Other
Firms earning within A$1 and A$10m (42 firms)	A$264 million	10%	Personal/Household

QuickFee AU's focus has been to target the accounting firms that are expected to have annual revenues of greater than $3 million, although current clients include Firms below this threshold. The potential revenues and credit quality for QuickFee AU from smaller firms is not generally sufficient to warrant a focus on marketing to such firms.

2. https://www.ibisworld.com.au/industry-trends/market-research-reports/professional-scientific-technical-services/accounting-services.html
3. Select USA, a service of the US Department of Commerce (https://www.selectusa.gov/professional-services-industry-united-states).
4. https://www.afr.com/business/accounting/2018-top-100-accounting-firms-number-crunchers-follow-the-big-four-into-advisory-20181104-h17h7i
5. https://www.afr.com/business/accounting/2018-top-100-accounting-firms-number-crunchers-follow-the-big-four-into-advisory-20181104-h17h7i

At the time of taking a loan, Clients provide a business use declaration confirming that a loan is for business purposes (refer to Section 8.5.2 for further details). As such, where Firms have Clients seeking advice for private purposes, loans are not made to such Clients.

7.2.2 USA

Accounting firms in USA voluntarily participate in a survey undertaken by Inside Public Accounting ranking the largest 400 firms by revenue. As participation is voluntary, the number of firms that would be in the revenue bands required to appear in the rankings could be greater due to firms choosing not to participate. To date, QuickFee US's portal is being utilised by 55 of the top 400 accounting firms listed in the voluntary ranking table.

Set out in the below table is a summary of the annual revenue of the top 300 US accounting firms in 2017 according to the report prepared by Inside Public Accounting[6]:

	REVENUE	REVENUE OF SMALLEST FIRM
Big 4 (pwc, Deloitte, KPMG and EY)	US$51.6 billion	US$8.6 billion
Top 10 including big 4	US$58.9 billion	US$661 million
Top 100 excluding big 4	US$18.6 billion	US$37 million
Top 300 excluding big 4	US$22.3 billion	US$10 million

QuickFee US' initial focus is to target firms that are expected to have annual revenues of greater than US$3 million. The potential revenues and credit quality for QuickFee US from smaller firms is not currently sufficient to warrant a focus on marketing to such firms.

At the time of taking a loan, Clients provide a business use declaration confirming that a loan is for business purposes (refer to Section 8.5.2 for further details). As such, where Firms have Clients seeking advice for private purposes, loans are not made to such Clients.

7.3 OVERVIEW OF THE LEGAL SECTOR IN AUSTRALIA AND USA

7.3.1 Australia

After five years of flat or declining growth, the Australian corporate legal market experienced one of its best periods ever in the year to 30 June 2018[7]. Data suggests that Australian law firms generated 7.8% growth in demand for the year[8]. The demand per sector is presented in the table below:

	PROPORTIONALITY	YOY GROWTH
Dispute resolution	20%	19.1%
Real estate	10%	.5%
Workplace relations	6%	10.5%
Corporate General	12%	6%
M&A	11%	9.5%
Construction	11%	5%
Banking and Finance	9%	6.5%

The surge in demand for 2018 was due to a number of factors:

(a) the Hayne Royal Commission into the banking and financial services sector;

(b) strong corporate deal flow;

(c) numerous class action defence cases;

(d) regulatory changes;

(e) major infrastructure projects; and

(f) strong direct foreign investment.

6. Platt Group – Inside Public Accounting 2017: Available online at http://insidepublicaccounting.com/newsletters/ipa-100-ipa-200-ipa-300/
7. Thomson Reuters – 2018 Australia: State of the legal market– available online at http://www.legalexecutiveinstitute.com/2018-legal-market-report/
8. Thomson Reuters – 2018 Australia: State of the legal market– available online at http://www.legalexecutiveinstitute.com/2018-legal-market-report/

07 Industry Overview

Additionally, the 'big 4' accounting firms continue their expansion into the legal services sector. They now have 85 partners between their legal practices, with PwC's 40 partners making up almost half the number[9].

QuickFee AU's focus has been to target legal firms in Australia that are expected to have annual revenues of greater than A$3,000,000. The potential revenues and credit quality for QuickFee AU from smaller firms is not currently sufficient to warrant a focus on marketing to such firms.

The Australian legal profession generated revenue of $18 billion in the 2008 financial year being the most recent year for which the ABS[10] published data specifically on the legal profession. IBIS World data indicates this will grow to $21 billion in the 2019 financial year with 21,322 firms employing 112, 646 people[11].

At the time of taking a loan, Clients provide a business use declaration confirming that a loan is for business purposes (refer to Section 8.5.2 for further details). As such, where Firms have Clients seeking advice for private purposes, loans are not made to such Clients.

7.3.2 USA

The United States is the largest distributor of legal services in the world according to Thomson Reuters[12].

	REVENUE	NUMBER OF ATTORNEYS
Large law firms	US$95 billion	>175
Medium law firms	US$73 billion	30 – 174
Small law firms	US$108 billion	1 – 29

The industry was comprised of more than 185,300 firms and employed nearly 1.1 million professionals[13]. At the time of taking a loan, Clients will provide a business use declaration confirming that a loan is for business purposes (refer to Section 8.5.2 for further details). As such, where Firms have Clients seeking advice for private purposes, loans will not be made to such Clients.

According to the 2018 Report on the State of the US Legal Market by Thomson Reuters, the lock-up (work in progress and receivables) is approximately 110 days[14], which is an indicator that there are delays in legal firms receiving payment of their invoices.

There is a significant trend in the US legal sector towards firms focusing on proactively addressing the needs of their clients by implementing alternative staffing strategies, pursuing flexible pricing models, adopting work process changes and making better use of innovative technologies.

The 2017 Altman Wiel Legal survey states that 94% of firms state a focus on improved practice efficiency will be a permanent trend going forward[15]. Also reported is that over 50% of firms are actively engaged in driving innovation in efficiencies, namely moving to a paperless environment supporting the growing trend of online payments and paperless billing, ideal for the QuickFee Platform. QuickFee US therefore considers that it is well placed to present the QuickFee Platform to legal firms in USA.

Given the above, and whilst it has not yet addressed the legal market, QuickFee US sees the legal services profession as a potentially significant growth market. QuickFee US' target market will be the medium law firms comprising a market with a total revenue in 2017 of US$73 billion.

7.4 SME FUNDING REQUIREMENTS

SMEs seek debt or equity finance for a number of business activities. The key reasons include:

(a) maintaining short-term cash flow or liquidity;

(b) replacing, upgrading or purchasing additional equipment or machinery;

(c) pursuing expansion opportunities: or

(d) introducing new or Improved goods, services or processes.

9. https://www.afr.com/business/legal/legal-partnership-survey-2018-firms-thriving-on-perfect-conditions-20180625-h11ucp
10. www.ausstats.abs.gov.au/Ausstats/subscriber.nsf/0/ED9EDC3A4FFBF9BDCA2575DE0019F004/$File/86670_2007-08.pdf
11. https://www.ibisworld.com.au/industry-trends/market-research-reports/professional-scientific-technical-services/legal-services.html
12. Thomson Reuters – How Big is the US Legal Services Market? – available online at http://www.legalexecutiveinstitute.com/wp-content/uploads/2016/01/How-Big-is-the-US-Legal-Services-Market.pdf
13. Select USA, a service of the US Department of Commerce – available online at https://www.selectusa.gov/professional-services-industry-united-states
14. Thomson Reuters – 2018 Report of the State of the Legal Market – available online at http://www.legalexecutiveinstitute.com/2018-legal-market-report/
15. Law Firms in Transition 2017: An Altman Weil Flash Survey: Available online at http://www.altmanweil.com/LFiT2017/

Maintaining short-term cash flow or liquidity is the most common reason given by small businesses for seeking finances. This is due to the fact there are often delays between the performance of services or delivery of goods, and the payment of invoices by customers.

The need for finance may also be attributed to seasonality. For example, a retailer may need to stock up for the holiday season, or a professional services business may need funds to cover rent or wages during a low sales volume month. Funding can also be required to help an SME seize a growth opportunity.

The QuickFee Platform, and in particular the invoice financing components of the QuickFee Platform, allows SMEs to manage their cashflows and direct funds toward components of their businesses other than to the payment of fees to providers of necessary professional services, such as accountants and lawyers.

7.5 SME FINANCING ALTERNATIVES

SMEs may find it difficult to access business loans from traditional lenders, such as banks, due to a number of factors:

(a) **Structural challenges:** Due to regulatory capital requirements, the lending portfolios of Australian and US banks are typically weighted to residential mortgages, and their commercial lending divisions predominantly focus on sizable debt facilities to larger corporate businesses.

(b) **Products not well suited to SMEs:** Traditional banks mostly offer business lending products typically with longer approval times, larger amounts, longer terms, Inflexible monthly repayments and strict security requirements. Key lending products available to small businesses from traditional banks are either small business loans secured over residential property, personal credit cards and, in some cases, invoice financing.

(c) **Information requirements:** Banks often have onerous information requirements to undertake a credit assessment, including requiring the small business to produce profit and loss statements and/or business plans.

(d) **Risk appetite:** For a direct SME loan, banks often require some form of security to reduce the risk of lending to small businesses. Small businesses often have limited business assets, and either do not own property to use as security, or their owners may not wish to provide security over their personal assets.

As a result, many SMEs often turn to a fragmented range of finance options including equipment and vehicle finance, invoice financing, debtor financing, personal credit cards, borrowing from family and friends, or drawing down on their personal home mortgage.

The table below outlines some of the current financing alternatives available to small businesses and their related advantages and disadvantages.

FINANCING OPTION	DESCRIPTION	ADVANTAGES	DISADVANTAGES
Bank Loans	Provision of a range of lending products such as term loans and overdrafts from traditional banking institutions	• Relatively lower cost to the customer • Consolidated view of all business accounts	• Often requires asset security as collateral • SMEs may fall outside credit decision matrices
Credit cards	Provision of a line of credit from traditional banking institutions and other specialist providers	• Often no asset security required to access finance • Easily accessible • Ongoing access to funds	• SME owners often have to apply for a personal line of credit • Credit limit may be insufficient for business needs
Equipment financing	Provision of a loan or a lease to purchase equipment or assets for a small business	• Tailored solution for asset-based businesses • Relatively lower cost to the customer	• Often specific to certain use cases and asset-intensive industries (including construction, mining and agriculture)
Invoice financing	Provision of a cash advance to a small business against the value of their trade receivables	• Short-term working capital finance solution • Ongoing access to funds	• Only relevant to invoice-based businesses • Requires due diligence by financier over trade receivables counterparties

07 Industry Overview

FINANCING OPTION	DESCRIPTION	ADVANTAGES	DISADVANTAGES
Debtor financing	Provision of a cash advance to a small business in exchange for the legal transfer of the SME's trade receivables to the financier	• Short-term working capital finance solution • Ongoing access to funds	• Only relevant to invoice-based businesses • 'Higher friction' model where financier takes control of debtor ledger • Requires due diligence by financier over trade receivables counterparties
Online loans	Provision of financing solutions through online lending platforms	• Typically no asset security required • Credit decision predominately based on cash flow serviceability of business using multiple data sources • Ongoing access to funds	• Higher cost to the customer relative to traditional funding provided by banks

7.6 COMPETITIVE PAYMENT PLATFORM LANDSCAPE

Australia has been a world leader in utilising online payment gateways. Companies such as eWay, Fat Zebra, SecurePay and more recently, Afterpay provide different competitive products in this space. The number of online payments continues to grow rapidly.

Conversely, the USA has traditionally seen extensive use of cheques as a payment method and adoption of online payment methods has only recently accelerated towards the levels of adoption in Australia.

The Company will be looking to capitalise on the growth of online payments in Australia and USA in its speciality areas of accounting and law firms.

7.6.1 Australia

Service providers in the payments gateway space in Australia include:

(a) **Fat Zebra** is closely aligned with NAB (and many of the other major Australian banks) and runs one of the only genuine multi-currency platforms in Australia (perfect for merchants looking at expanding internationally).

(b) **Afterpay touch** splits a payment over four equal fortnightly instalments, using the customer's chosen debit or credit card, and schedules automatic payments.

(c) **eWay** is one of the major payment gateways. They are part of the Global Payments network (NYSE: GPN) and pride themselves on offering real time, real human customer service, which they make their point of difference.

QuickFee AU has direct competitors in Australia, including Fee Synergy, Fee Link and Smart Fee (a new entrant to the market), who each provide loans to Clients of Firms in a similar manner to QuickFee AU. Based on research undertaken by QuickFee AU internally, it is estimated that Fee Synergy has a loan book of similar size to QuickFee AU and therefore has a similar market share to QuickFee AU. Fee Synergy would therefore currently be considered QuickFee AU's biggest competitor in the Australia market. QuickFee AU estimates that both Fee Link and Smart Fee have smaller loan books than that of QuickFee AU and therefore smaller market shares.

QuickFee AU is not aware of any competitors providing a solution to Firms of a similar nature to the Family Law Funding solution provided by QuickFee AU. However, Firms may seek finance from traditional lenders to meet their cashflow requirements in this space. QuickFee AU is aware that Fee Link provides a solution to firms of a similar nature to the Disbursement Funding provided by QuickFee AU.

Furthermore, banks provide EFT facilities and firms could access such services. However, QuickFee is easier to join and use than such facilities and the provision of such services is generally outside the core competency of a professional firm.

7.6.2 USA

Service providers in the payments gateway space in USA include credit card companies (including CPA Charge, a company focussed on offering credit card facilities to accounting firms, Law Pay which is affiliated with CPA Charge and offers credit card facilities to law firms), PayPal, Stripe and similar providers.

Practice Ignition provides monthly payment options but no financing options to the clients of accounting firms in the USA and elsewhere.

Banks provide EFT facilities and firms could access such services. However, QuickFee is easier to join and use than such facilities and the provision of such services is outside the core competency of Firms.

7.7 COMPETITIVE SME LENDING LANDSCAPE

The SME lending sectors in both USA and Australia are comprised of a number of industry participants including traditional banks, traditional non-bank lenders and fintech or online lenders:

(a) **Traditional banks:** These participants typically offer a range of business lending products including secured term loans, overdraft facilities, invoice financing and credit cards. Key participants in this group are the major banks alongside smaller banks;

(b) **Traditional non-bank lenders:** These participants typically specialise in niche products which fall outside of the traditional banking institutions' focus areas. There are a broad range of participants, Including equipment finance providers as well as debtor and invoice finance providers; and

(c) **Fintech or online lenders:** These participants use technology as a focal point of their business model to specifically address the financing needs of small businesses. Within this category there are two distinct business models:

  (i) **balance sheet lenders:** The balance sheet model can be broadly characterised by Institutional warehouse funding and the use of technology to assess the credit worthiness of customers using multiple data points and sources; and

  (ii) **marketplace (peer-to-peer) lenders.** The marketplace model uses technology to match lenders and funders.

A number of technology companies have started diversifying their operations into balance sheet small business lending. Key participants who have already commenced providing lending services, or expressed a strategic intention to do so, include PayPal, Amazon, Tyro, CML Group, Classic Funding Group, AR Cashflow, Moneytech and The Invoice Market (TIM).

The QuickFee Business is most similar to fintech or online lenders. However, the QuickFee Business does not fall directly within this category of financier as it does not market directly to potential borrowers. Rather, the QuickFee Business is marketed directly to Firms, who then make the QuickFee Platform and finance facility available to their Clients.

There are a number of companies in this space within Australia (refer to Section 7.6.1 above), but the Company is not aware of any such competitors in the US market. Other providers of finance in the US in a similar tripartite arrangement could adapt to replicate the QuickFee Platform for utilisation in the US. However, there is no evidence to date of an emerging competitor in the US but there is potential for the QuickFee Platform to be copied as QuickFee US does not have an exclusive licencing of the software it uses.

7.8 REGULATORY ENVIRONMENT

QuickFee AU and QuickFee US originate commercial-purpose loans to borrowers who seek funds to pay the bills of their lawyers and accountants. The regulatory requirements applicable to each of QuickFee AU and QuickFee US are set out below.

7.8.1 Australia

QuickFee AU is required to have regard to a number of key laws and regulations in connection with its operations, including:

(a) **Corporations Act:** The Corporations Act sets out a number of key areas of law that lenders may be required to adhere to. These include:

  (i) **Australian Financial Services Licence (AFSL):** Many participants in the financial services Industry are required to hold an AFSL. This requires such participants to comply with a range of obligations relating to disclosure that must be made to clients, dispute resolution processes and compliance arrangements. Based on current activities, QuickFee AU is not required to hold an AFSL as the loans do not fall within any of the categories under which the Corporations Act mandates that an AFSL is required.

07 Industry Overview

(ii) **Financial product disclosure:** The Corporations Act regulates what forms of disclosure must be made when financial products are offered. Based on current activities, QuickFee AU is not required to prepare any formal prospectus, product disclosure statement or financial services guide in connection with the grant of loans to Clients or Firms as the loans are not considered a security within the meaning of the Corporations Act; and

(iii) **Australian Credit Licence (ACL):** Certain kinds of credit contracts require ACLs to be held. QuickFee AU is not required to hold an ACL as the terms on which QuickFee AU provides credit do not fall within the National Credit Code.

In the event that either QuickFee AU's business activities, or laws or regulations applicable to QuickFee AU's business, change in the future, QuickFee AU may be required to re-asses its obligations under the Corporations Act. Similarly, if the thresholds applicable to borrowers and the requirements to hold an ACL for lending to such borrowers change, QuickFee AU may be required to either obtain an ACL or not lend to borrowers that are below the relevant threshold.

(b) **Anti-Money Laundering (AML):** The Australian Transaction Reports and Analysis Centre (**AUSTRAC**) oversees the compliance of Australian businesses, defined as 'reporting entities', with their requirements under the AML/CTF Act. When an entity provides one or more designated services, that entity is referred to as a reporting entity. QuickFee AU provides designated services in the form of loan products, and therefore is a reporting entity for the purposes of the AML/CTF Act.

The obligations imposed on 'reporting entities' by the AML/CTF Act are summarised below:

(i) **AML/CTF Program**: having in place an AML/CTF Program that is based off an entity's risk assessment and has been adopted by the entity's board;

(ii) **Applicable Customer identification Procedures (ACIP) including Know Your Customer (KYC):** identifying customers before providing a 'designated service' to the customer;

(iii) **Ongoing customer due diligence:** monitoring customers and their transactions on an ongoing basis;

(iv) **Enrolment:** enrolling with AUSTRAC and providing prescribed enrolment details within 28 days of providing or commencing to provide a designated service covered under the AML/CTF Act;

(v) **Compliance reports:** submitting an annual compliance report with AUSTRAC; and

(vi) **Reporting obligations:** reporting to AUSTRAC on specific matters that are considered to be 'suspicious'.

QuickFee AU is aware of, and in compliance with, its obligations under the AML/CTF Act.

(c) **Unfair Contracts:** Under the ASIC Act, the Australian consumer law has been extended to cover 'standard form' contracts, under which small businesses do not have an opportunity to negotiate terms. For loan contracts, the ASIC Act generally cover small business loans of up to $1 million.

The unfair contracts law applies to standard form small business contracts entered into, or renewed, on or after 12 November 2016, where:

(i) the contract is for the supply of financial goods or services (this includes a loan contract);

(ii) at least one of the parties is a 'small business' (i.e. a business employing fewer than 20 people, including casual staff employed on a regular and systematic basis); and

(iii) the upfront price payable under the contract (which excludes interest payments) does not exceed $300,000, or $1 million if the contract is for more than 12 months.

A term in a standard form small business contract is 'unfair' if:

(i) it would cause a significant imbalance in the parties' rights and obligations arising under the contract;

(ii) the term is not reasonably necessary to protect the legitimate interests of the party that would benefit from its inclusion; and

(iii) the term would cause financial or other detriment (e.g. delay) to a small business if it were to be applied or relied on.

In determining whether a term of a contract is unfair, the transparency of the term in the context of the contract as a whole will also be relevant.

Some examples of terms in small business loans that have been identified by ASIC as being particularly concerning include:

(i) **Entire Agreement Clauses:** preventing lenders from being held contractually responsible for conduct, statements or representations made to small business borrowers outside the written contract;

(ii) **Broad Indemnification Clauses:** requiring borrowers to cover losses, costs and expenses incurred due to the fraud negligence or wilful misconduct of the lender;

(iii) **Broad Event of Default Clauses:** where a default could potentially occur where the event does not necessarily affect the borrower's ability to repay a loan, including financial indicator covenants; and

(iv) **Unilateral Variation Clauses:** where lenders have a broad ability to vary contracts without agreement from the borrower.

If a term of a contract is deemed to be unfair, the orders the Court can make include orders:

(i) declaring all or part of a contract to be void;

(ii) varying a contract;

(iii) refusing to enforce some or all of the terms of a contract or arrangement;

(iv) directing a party to refund money or return property to the small business affected; and

(v) directing a party to provide services to the small business affected at the party's expense.

With respect to QuickFee AU, the unfair contracts law applies equally to both Clients and Firms. QuickFee AU has considered the terms on which loans are made and is of the view that it is not currently in contravention of the unfair contracts law.

The Company will continue to monitor any changes to these regulatory positions to ensure that its business remains compliant with all relevant regulatory requirements at all times.

7.8.2 USA

QuickFee US originates loans to borrowers in the US States referred to in the table below (**QuickFee US States**).

In all of the QuickFee US States, QuickFee US's loan contract designates California as the state law that governs the transaction. The California Financing Law (**CFL**) requires persons originating commercial purpose loans to obtain a license from the California Commissioner of the Department of Business Oversight, which has been granted to QuickFee US.

For purposes of the CFL licensing requirements, a "commercial loan" means a loan of a principal amount of $5,000 or more, or any loan under an open-end credit program, whether secured by either real or personal property, or both, or unsecured, the proceeds of which are intended by the borrower for use primarily for other than personal, family or household purposes. The parties to a commercial loan in California can agree to any rate of interest for loans of $5,000 or more, subject to unconscionability concerns, which QuickFee US does not consider will be applicable to the terms of its loans (as summarised in Section 8.5.2).

The QuickFee US States fall into two categories:

(a) States where the law does not generally apply to or regulate commercial non-real estate lending, either through licensing or substantive restrictions (**Permissive States**); and

(b) States where there may be a licensing law or interest rate limitation applicable to business-purpose loans (**Choice-of-Law States**) such that enforcement of the California choice-of-law clause has enhanced importance.

Should QuickFee US be required to seek enforcement of a loan that has not been repaid, QuickFee US would generally seek to sue delinquent borrowers in California Courts.

This distinction between Permissive and Choice-of-Law States is important, as even if a Court did not enforce the California choice-of-law clause, the law of the Permissive States allows QuickFee US to make loans without obtaining a license and at the rates QuickFee US imposes in each State. That is, for the Permissive States, although QuickFee US includes a California choice-of-law clause, the law of the State where the borrower is located would not substantively restrict rates and fees for commercial lending in any event.

The lack of regulation of commercial transactions indicates that courts in the Permissive States would most likely leave contracts governing commercial transactions to the discretion of the parties. In contrast, for the Choice-of-Law States, the enforcement of the California choice-of-law clause is more important because these states have laws that apply (or potentially apply) to commercial loans.

07 Industry Overview

Of the Choice-of-Law States, only three have a State high court decision upholding a choice-of-law naming another State as the governing law in a commercial loan agreement. For the remaining Choice-of-Law States, there is some risk that a State high court could decline to enforce a governing law clause in a commercial loan agreement. However, given that Firms guarantee the repayment of loans to QuickFee US, it is unlikely that such circumstances will arise.

Set out below is a table containing the key regulatory requirements with which QuickFee US must comply:

STATE	LICENSE REQUIRED TO MAKE BUSINESS-PURPOSE LOANS	MAXIMUM RATE	QUICKFEE US BUSINESS DECISION	QUICKFEE US RATIONALE
Alabama	No.	As agreed to by the parties.	License: N/A. Rate Cap: 29.99%	Permissive State.
Arizona	No.	As agreed to by the parties.	License: N/A. Rate Cap: 29.99%	Permissive State.
California	Yes. QuickFee US has a California Finance Lender License permitting loans of $5,000 or more.	As agreed to by the parties for loans that exceed $2,500.	License: Obtained. Rate Cap: 29.99%	California law governs the agreement.
Colorado	No.	45% per year.	License: N/A. Rate Cap: 29.99%	Choice-of-Law State.
Florida	Yes, provided that California law will apply to such loans.	18% per year for loans of up to $500,000. 25% per year for loans of more than $500,000.	License: No. Rate Cap: 29.99%	Choice-of-Law State.
Georgia	No.	60% per year.	License: N/A. Rate Cap: 29.99%	Permissive State.
Illinois	No.	As agreed to by the parties.	License: N/A. Rate Cap: 29.99%	Choice-of-Law State.
Indiana	No.	As agreed to by the parties for loans to business entities; likely as agreed to by the parties for loans to sole proprietors.	License: N/A. Rate Cap: 29.99% for loans to business entities; 25.00% for loans to sole proprietors.	Permissive State.
Iowa	No.	As agreed to by the parties.	License: N/A. Rate Cap: 29.99%	Permissive State.
Kansas	No.	As agreed to by the parties.	License: N/A. Rate Cap: 29.99%	Permissive State.
Louisiana	No.	As agreed to by the parties.	License: N/A. Rate Cap: 29.99%	Permissive State.
Maryland	Yes. QuickFee US has a minimum loan amount of $15,001 in Maryland, so licensing is not required.	As agreed to by the parties.	License: N/A. Rate Cap: 29.99%	Permissive State.

STATE	LICENSE REQUIRED TO MAKE BUSINESS-PURPOSE LOANS	MAXIMUM RATE	QUICKFEE US BUSINESS DECISION	QUICKFEE US RATIONALE
Minnesota	No.	As agreed to by the parties for loans to business entities. 4.5% in excess of the discount rate on 90 day commercial paper for loans of less than $100,000 to sole proprietors.	License: N/A Rate Cap: 29.99% for loans to business entities; No loans to sole proprietors of less than $100,000.	Permissive State.
New Jersey	No.	16% for loans less than $50,000; 30% for loans to sole proprietors of $50,000 or more; 50% for loans to business entities of $50,000 or more.	License: N/A Rate Cap: 16.00% on loans less than $50,000 to sole proprietors; 29.99% for loans of $50,000 or more to sole proprietors; 29.99% for loans to business entities.	Choice-of-Law State.
New Mexico	No.	As agreed to by the parties.	License: N/A Rate Cap: 29.99%	Permissive State.
New York	Yes, for loans $50,000 or less with an interest rate in excess of 16% to sole proprietors, which is not applicable to QuickFee US given it will not charge interest at rates in excess of 16%.	25% on loans made to corporations and LLCs; 16% for loans of less than $250,000 to sole proprietors.	License: None. Rate Cap: 16.00% for loans to sole proprietors until license obtained; 25.00% for loans to business entities.	Choice-of-Law State.
North Carolina	No.	As agreed to by the parties.	License: N/A Rate Cap: 29.99%	Permissive State.
Ohio	No.	As agreed to by the parties.	License: N/A Rate Cap: 25.00% for loans to sole proprietors; 29.99% for loans to business entities.	Permissive State.
Oklahoma	No.	45% per year.	License: N/A Rate Cap: 29.99%	Permissive State.
Oregon	Yes, for loans of $50,000 or less with an interest rate that exceeds 12% or 5% plus the applicable Federal Reserve Bank Discount rate, which is not applicable to QuickFee US given it will not charge interest at rates in excess of these thresholds.	12% for loans of $50,000 or less; as agreed to by the parties for loans of greater than $50,000.	License: No Rate Cap: 12% for loans of $50,000 or less; 29.99% for all other loans.	Choice-of-Law State.

07 Industry Overview

STATE	LICENSE REQUIRED TO MAKE BUSINESS-PURPOSE LOANS	MAXIMUM RATE	QUICKFEE US BUSINESS DECISION	QUICKFEE US RATIONALE
Pennsylvania	No.	25% per annum.	License: N/A Rate Cap: 25.00%	Permissive State.
South Carolina	No.	As agreed to by the parties.	License: N/A. Rate Cap: 29.99%	Permissive State.
Tennessee	Yes, provided that California law will apply to such loans.	24% for licensees; 8.50% for non-licensees.	License: Not required. Rate Cap: 24.00% for loans to sole proprietors; 29.99% for loans to business entities.	Choice-of-Law State.
Texas	No	18%.	License: N/A. Rate Cap: 29.99%	Choice-of-Law State.
Virginia	No.	As agreed to by the parties.	License: N/A. Rate Cap: 29.99%	Permissive State.
Washington	No.	As agreed to by the parties.	License: N/A. Rate Cap: 29.99%	Permissive State.
Wisconsin	No.	As agreed to by the parties.	License: N/A. Rate Cap: 29.99%	Permissive State.
Wyoming	No.	As agreed to by the parties.	License: N/A. Rate Cap: 29.99%	Permissive State.



08

Company Overview

08 Company Overview

8.1 BACKGROUND

QuickFee AU was founded in March 2009 and developed a unique payment gateway (**QuickFee Platform**) for Australian accounting and law firms allowing them to accept monthly payment plans where clients (**Clients**) of professional services firms (**Firms**) obtain finance online from QuickFee AU to facilitate invoice payments to the Firm in full.

Following the success of QuickFee AU in the Australian market, management of QuickFee AU incorporated QuickFee US in 2016 as an entirely separate operating entity to pursue opportunities in the much larger market in the USA where no direct competitor exists.

The Company was incorporated on 15 February 2018 for the primary purpose of completing the acquisitions of QuickFee AU and QuickFee US (together, the **Acquisitions**) and engaging in the business of offering the QuickFee Platform and lending to Clients and Firms in Australia and USA (**QuickFee Business**).

8.2 THE OBJECTIVES

The QuickFee Business has been validated through demonstration of demand for its products and services. QuickFee AU and QuickFee US have also shown an ability to acquire customers cost effectively.

Following completion of the Acquisitions, the Company aims to achieve the following objectives as it grows:

(a) **Achieve scale and enhance profitability:** pursuing a strategy of rapid professional services firm acquisition, and growth in its book of loans, in order to take advantage of the significant first mover opportunity available to QuickFee US in the significant professional services funding market.

(b) **Increase awareness:** growing outbound marketing and sales efforts with a view to expanding system sales and monthly recurring revenue aggressively. These marketing efforts are intended to raise awareness of the QuickFee Business product, platform and brand and should allow the Company to augment the strong organic demand seen historically.

(c) **Capture a market-leading position in the USA and grow its market share in Australia:** with sufficient available funding, the Company believes it has the opportunity to position the QuickFee Business as a market leader in the fee financing market for Firms. The fee financing market for Firms in the USA is a nascent market that shows significant potential based on management's experience in the market to date. The fee financing market for Firms in Australia is more established, and QuickFee AU has an already significant position in this market.

8.3 KEY INVESTMENT HIGHLIGHTS

The key highlights of an investment in the Company include:

(a) a fully operational product line, suite of services and back-end infrastructure supporting an existing base of customers in Australia and USA;

(b) a scalable, growing lending business to Clients and Firms, exhibiting strong margins;

(c) a first mover advantage in the USA, which is a significant addressable marketplace;

(d) a preferred provider to CPAmerica, CPAAI, the California CPA Society and the New Jersey Society of CPAs in the USA, giving member firms access to the QuickFee Platform;

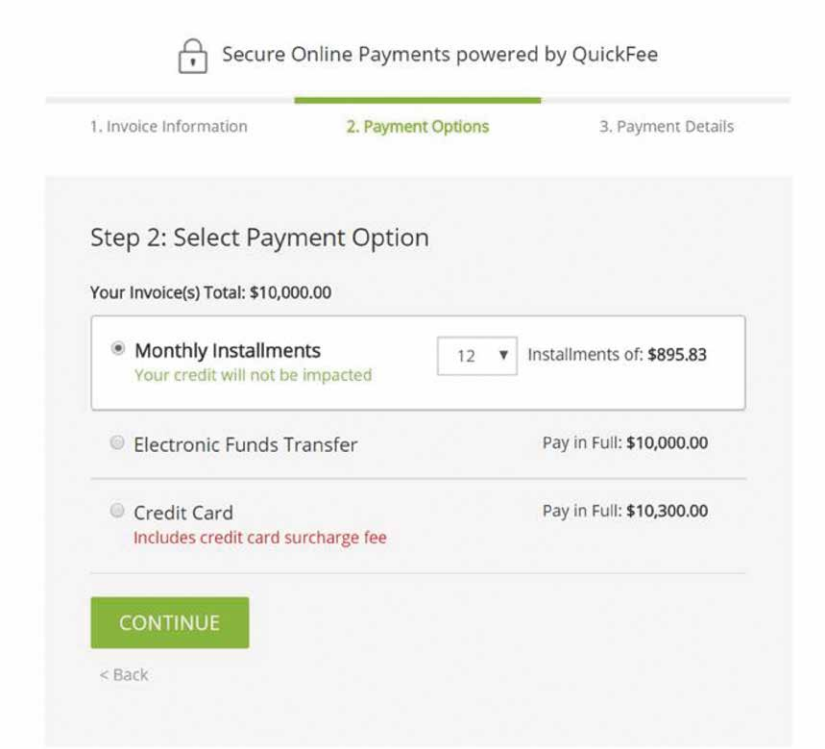
(e) existing relationships with one or more offices of the majority of the top 100 accounting firms in Australia; and

(f) an experienced management team led by the founder of the established QuickFee AU business, Bruce Coombes, with the benefit of the experience and lessons learned from creating and growing the profitable Australian business to be translated into the US market.

8.4 QUICKFEE PLATFORM OVERVIEW

The QuickFee Platform allows Clients of Firms utilising the QuickFee Platform to take on financing for invoices raised by the Firm as well as pay those invoices by EFT or credit card. Firms can include a link to the QuickFee Platform on all invoices they issue to Clients and/or a link from the Firm's website. The QuickFee Platform is branded with the relevant firm's logo.

The link transports the user to the QuickFee Platform. The QuickFee Platform requests information about the Client and the invoices they wish to pay and then presents three options:



The software underpinning the QuickFee Platform is licenced from Red Planet Software Pty Ltd (ABN 52 104 371 280), a niche provider of loan management software. The software was originally a care of loan management service platform, which has subsequently been altered to allow for payment processing. The software has been developed so that it can be utilised with a number of operating systems, internet platforms and other hardware devices.

08 Company Overview

8.5 BUSINESS MODEL

8.5.1 How the QuickFee Business generates revenue

The QuickFee Business generates revenue from selling its services to users by marketing to Firms and having them host the QuickFee Platform while recommending the loan services provided by the QuickFee Business to their Clients.

Specifically, the QuickFee Business earns revenue from:

	QUICKFEE AU	QUICKFEE US
Monthly Hosting Fee	$39 plus GST flat fee per month.	Minimum US$95 flat fee per month.
Credit Card Processing	Clients pay 1.5% of transaction value.	Clients pay 3% of transaction value for credit card processing, with QuickFee US entitled to 20% of the margin earned by its third party payment processer.[2]
Rapid Settlement of EFT Transactions[1]	No charge.	Up to 1% or a fixed fee starting from $95 per month.
Debt Financing of Invoice Payments[3]	Generally, 9.95% of invoice value for a 12 month loan.	Generally, 8.95% of invoice value for a 12 month loan.
Financing Firm Disbursements and Family Law Proceedings[4]	1.5% of amounts loaned.	N/A – QuickFee US does not provide such a service.

Notes:

1. It takes approximately 4 business days for an electronic transfer of funds to be processed by the US banking system. QuickFee US provides settlement of electronic funds transfer (**EFT**) transactions on the next business day after transaction origination. This allows settlements to occur faster than the banking system would otherwise permit. Australia's banking system processes transactions much faster than the US banking system and therefore no fee is charged for EFT transactions in Australia.
2. This is an at will arrangement with the counterparty, which can be terminated by either party at any time. Firms transact directly with the counterparty with respect to these arrangements, with funds remitted to QuickFee US by the counterparty.
3. This is the typical interest rate for a 12 month loan. The interest rate is typically lower for a shorter loan term and higher for a longer loan term. The interest to be applied is determined during the loan approval process and is agreed with the Client prior to the loan being granted. Refer to Section 8.5.2 for a summary of the terms on which loans are granted to Clients.

   By way of example, where a loan is granted by QuickFee US for US$10,000, the total interest for a loan is US$895 and the loan is amortised by 12 equal monthly instalments payable monthly in advance. Further details with respect to these arrangements are set out in Section 8.5.2.
4. Refer to Section 8.5.3 for a summary of these arrangements.

8.5.2 Debt Financing of Invoice Payments

Firms sign a membership agreement under which they can agree to host the QuickFee Platform on their website (**Membership Agreement**). The Membership Agreement includes a schedule setting out the fees payable by the Firm, including the joining fee, monthly hosting fee, credit card processing fee and EFT settlement fee (applicable to QuickFee US only). Under the Membership Agreement, Firms engaged by QuickFee AU warrant that they will not use a similar service for so long as any amounts outstanding under loans to Clients remain owing to QuickFee AU. However, QuickFee US does not contain a similar provision and engagements with Firms in USA are therefore non-exclusive. However, QuickFee US intends to incorporate similar exclusivity provisions to the QuickFee AU business in the future.

The fees payable by Firms vary from Firm to Firm, based on the size of the Firm and the desired settlement time for EFT transactions (with respect to QuickFee US only).

Loans to Clients are primarily managed through the QuickFee Platform. When seeking to pay an invoice through the QuickFee Platform, Clients can apply to pay in monthly instalments. Upon making such an election, the Client is prompted to confirm the amount to be borrowed (which must not exceed the value of the invoice) and the term for repayment (typically 3 to 12 months). The QuickFee Platform then:

(a) confirms the number and value of instalments to be paid by the Client;

(b) confirms the administration fee payable by the Client; and

(c) requires that the Client agrees to the terms and conditions of the loan, which includes a direct debit authority with respect to the instalments to be paid by the Client in repayment of the loan.

Firms may also sign a Membership Agreement under which they do not implement the QuickFee Platform, but still take advantage of the loan services made available as part of the QuickFee Business. In these circumstances, the process for contracting with clients is largely the same although Firms are required to generate loan contracts themselves using the QuickFee system.

Upon receipt of the above, the application is considered in accordance with the Credit and Collections policy summarised in Section 8.5.4 and, if approved, the first instalment is deducted from the Client's account and the invoice is paid on behalf of the Client.

The terms of a loan vary depending on various circumstances with respect to both the Firm and the Client. In determining the final terms of a loan, QuickFee considers the Credit and Collections Policy summarised in Section 8.5.4.

The material terms on which invoices will be financed by QuickFee are set out below:

ARRANGEMENTS WITH FIRMS

Finance Discretion	QuickFee may approve or decline any Client or Client invoice and will notify the firm in writing of its decision.
Put Option Right	Firms irrevocably grant to QuickFee the right to require the Firm to purchase a Client loan for the outstanding amount in the event that a Client defaults on an instalment payment (**Put Option Right**).
Client Default	In the event that a Client defaults in making an instalment payment (**Unpaid Instalment**), QuickFee is entitled to give notice to the Firm requiring payment of the Unpaid Instalment (**Unpaid Instalment Notice**). Upon receipt of an Unpaid Instalment Notice, a Firm may, within 1 business day from receipt of an Unpaid Instalment Notice, advise QuickFee to either: (a) redraw the Unpaid Instalment from the Client's bank account; or (b) debit the Firm's bank account for the Unpaid Instalment together with a direction from the Firm to QuickFee that: (i) the Instalment Payments that have yet to fall due for payment will be debited from the Firm's bank account until all Instalment Payments have been paid; (ii) the Instalment Payments that have yet to fall due for payment will be debited from the Client's bank account until all Instalment Payments have been paid; or (iii) QuickFee exercise the Put Option Right and debits the total outstanding amount from the Firm's bank account in one lump sum payment and assigns the loan to the Firm. If the Firm does not respond to an Unpaid Instalment Notice within the period required, QuickFee is entitled to exercise the Put Option Right, debit the Firm's bank account for the outstanding amount and assign the loan to the Firm.
Indemnity	Quick Fee is indemnified by the Firm in respect of the following matters (among other customary indemnities for an agreement of this nature): (a) any breach of the Membership Agreement; (b) a Client loan being unenforceable; (c) the Put Option Right being unenforceable; and (d) the non-repayment of any amount outstanding under a Client loan.
Costs	The Firm must pay all costs, claims, liabilities, charges and expenses incurred by QuickFee, its agents, contractors and employees in connection with QuickFee exercising its Put Option Right and otherwise in connection with the enforcement of the Membership Agreement.
Assignment	QuickFee may freely assign any interest under the Membership Agreement without the consent of the Firm. The firm is not entitled to assign any interest under the Membership Agreement without the prior written consent of QuickFee.
Guarantor	Under the Membership Agreements signed with QuickFee AU, QuickFee AU can require one or more Firm partners or directors to guarantee the Firm's obligations under the Membership Agreement. This is required typically for small Firms.

08 Company Overview

ARRANGEMENTS WITH CLIENTS

Advance	By agreeing to have an invoice financed by QuickFee, the Client unconditionally and irrevocably promises to pay to QuickFee a sum equal to the value of all instalments agreed to, being the invoice amount plus the applicable margin.
Administration Fee	A Client agrees to pay to QuickFee an administration fee of: (a) QuickFee AU: $40 to $300; and (b) QuickFee US: US$50 to US$100
Interest	The rate of interest applied to a loan is confirmed prior to a Client applying for a loan for payment of a Firm's invoice and is included in the value of the instalments notified to the Client during the application process, which are amortised over the term of the loan. The rates of interest typically payable are set out in Section 8.5.1.
Repayment	Loans are repaid on a monthly basis throughout the term of a loan, each payment being a pro rata portion of the total payable amount.
Client Confirmations	By agreeing to be granted a loan, Clients confirm that: (a) the loan granted to the Client is for business purposes; (b) the Client has received the services the subject of the invoice, which have not been disputed; (c) QuickFee is authorised to pay the amount of the invoice to the relevant Firm; (d) QuickFee is authorised to conduct any necessary credit checks in respect to the Client; and (e) the Client will be required to repay QuickFee regardless of whether a dispute with the Firm arises in the future.

8.5.3 Family Law and Disbursements Financing

QuickFee AU has also identified areas of legal practice that can be financed in order to assist Firms in the management of their ongoing capital requirements. At present, finance is provided to:

(a) **Family Law Funding:** fund professional fees, disbursements, out of pocket expenses, counsel fees and similar expenditure incurred by family law firms in connection with proceedings of a family law matter brought before a family law court. Typically, one party in a contested matrimonial dispute will not have the cashflow to cover the corresponding legal fees, so this product removes that burden from the Firm and its Client; and

(b) **Disbursement Funding:** fund the disbursements (not professional fees) in personal injury and contested estate matters. The funding of disbursements in such matters removes the working capital burden of law firms working in these areas allowing them to take on more matters without their Clients or the Firm wearing the working capital cost.

These arrangements are provided to Firms on a Firm by Firm, Client by Client and matter by matter basis at QuickFee AU's sole discretion.

A summary of the material terms and conditions of these arrangements is set out below:

FAMILY LAW FUNDING	
Facility	QuickFee AU grants a facility to a Firm under which that Firm may obtain advances for the purposes of funding professional fees, disbursements, out of pocket expenses, counsel fees and similar expenditure reasonably incurred by the Firm in connection with a family law proceeding (**Costs**).
Facility Limit	The maximum amount of funding available under a Family Law Funding arrangement is typically $100,000 (**Facility Limit**).
Finance Discretion	QuickFee AU is not obliged to make the facility available or to provide an advance to a Firm unless it is satisfied (in its absolute discretion) that the advance is required to fund Costs.
Establishment Fee	QuickFee AU charges an establishment fee of $150 (**Establishment Fee**) on the drawdown date of the first advance made by QuickFee AU to the Firm in respect of a matter.
Interest	Interest accrues daily and is payable monthly by way of direct debit at an interest rate of 1.9% per month, reducing to 1.5% per month where payments are made on the due date (**Interest**).
Repayment	Repayment of the full drawn down amount is repayable on the earlier of: (a) two Business Days following receipt by the Firm or its Client of clear funds of such part of the amount received pursuant to a court order or settlement of the proceedings and/or any other amount received by the Client in connection with the proceedings; and (b) two years from the date of the agreement.
Information Rights	The Firm must keep QuickFee AU informed on the progress of the proceedings and the nature of the Costs to be funded via the facility provided by QuickFee AU every quarter.
Events of Default	An event of default occurs in the following circumstances: (a) the Client terminates the Firm's retainer; (b) an insolvency event occurs in respect of the Firm; or (c) an event, or series of events, occurs in respect of the proceedings that have a material adverse effect on the prospect of success or the quantum of any damages, settlement moneys or any other monetary award from the proceedings, (each, an **Event of Default**). If an Event of Default occurs, the loan becomes immediately due and payable by the Firm without any further action being required to be taken by QuickFee AU. A Firm must notify QuickFee AU, with reasonable details, as soon as it becomes aware of an Event of Default occurring.

08 Company Overview

DISBURSEMENT FUNDING	
Facility	QuickFee AU grants to a Firm representing a party to a personal injury and contested estate matter a facility under which the Firm may obtain advances for the purposes of funding any reasonable third party incidental cost or expense (excluding the Firm's professional fees) incurred by the Firm in connection with the proceedings for or on behalf of a plaintiff (**Disbursements**).
Facility Limit	The maximum amount of funding available under a Disbursement Funding arrangement is A$20,000 (inclusive of capitalised interest and fees) (**Facility Limit**).
Finance Discretion	QuickFee AU is not obliged to make the facility available or to provide an advance to a Firm unless it is satisfied (in its absolute discretion) that the advance is required to fund Disbursements and the Disbursement is a reasonable disbursement of a type and quantum typically expected in such proceedings.
Establishment Fee	QuickFee AU charges an establishment fee of AUD$150 (**Establishment Fee**) on the drawdown date of the first advance made by QuickFee AU to the Firm in respect of a matter.
Interest	Interest accrues daily and capitalises monthly at an interest rate of 1.5% per month (**Interest**).
Repayment	Repayment of the full drawn down amount and capitalised interest is repayable on the earlier of: (a) the date of any settlement or judgement in the proceedings; and (b) two years from the date of the agreement.
Information Rights	The Firm must keep QuickFee AU informed on the progress of the proceedings and the nature of the Disbursements to be funded via the facility provided by QuickFee AU every quarter.
Events of Default	An event of default occurs in the following circumstances: (a) the client terminates the Firm's retainer; (b) an insolvency event occurs in respect of the Firm; or (c) an event, or series of events, occurs in respect of the proceedings that have a material adverse effect on the prospect of success or the quantum of any damages, settlement moneys or any other monetary award from the proceedings, (each, an **Event of Default**). If an Event of Default occurs, the loan becomes immediately due and payable by the Firm without any further action being required to be taken by QuickFee AU. A Firm must notify QuickFee AU, with reasonable details, as soon as it becomes aware of an Event of Default occurring.

8.5.4 QuickFee Credit and Collections Policy

Both QuickFee AU and QuickFee US operate under a credit and collections policy (**Credit and Collections Policy**), which are designed to be consistent with sound and prudent lending practices, which are periodically reviewed and updated to ensure clarity and consistency with respect to lending activity. The Credit and Collections Policy sets out how credit is to be provided by QuickFee.

A summary of the key policies is set out below:

(a) **Limits for firms:** The QuickFee Platform allows for limits to be placed on Firms. Firm limits are generally established at not more than 12% of a Firm's annual revenue, provided that higher limits can be set on a case by case basis.

Lower limits are set following consideration of various factors, including the level of external liabilities, revenue, profitability, existing client payment terms, bad debts, equity participants, period of operation, reputation, reliance on key clients, credit reports and other fee funding facilities in place.

(b) **Concentration Risk:** QuickFee AU and QuickFee US ensure that no firm dominates their respective overall lending activities. When assessing firm limits, the preference when assessing a firm limit is to not have any one firm with a limit that is more than 10% of the total loan book at any time.

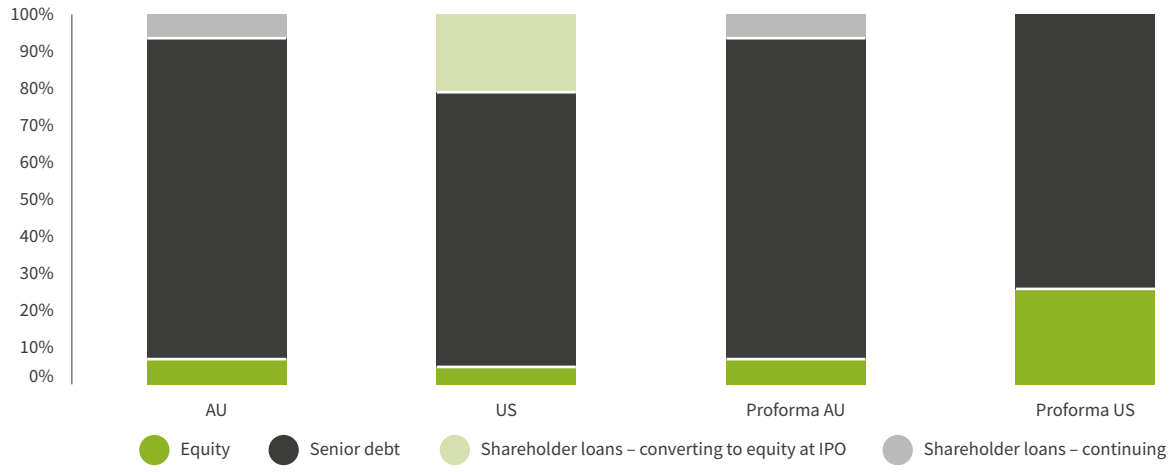
(c) **Annual Review Process:** Client loans and Firms are subject to annual review under which Firms may be recorded on a credit watch or black list, have the finance facilities revoked or have their lending limit reduced. The factors set out in paragraph (a) above are considered in determining whether any changes should be made to a Firm's facility limits during the annual review process.

(d) **Approval of a Fee Funding Contract:** In connection with the grant of a loan to a Client or Firm, standard documentation is submitted together with a credit report in respect of the Client. In the event the credit report includes defaults, judgements or court actions, the Firm and Client are to be contacted on a discretionary basis following which a loan review will be undertaken, taking into account the factors set out in paragraph (a) above.

8.5.5 Financing of QuickFee AU and QuickFee US to date

Set out below is a chart providing a breakdown of how QuickFee AU and QuickFee US finance their respective lending books as at the date of this Prospectus.

LOAN BOOK FUNDING STRUCTURES



(a) QuickFee AU

QuickFee AU has been funded historically through equity capital raising and loans from QuickFee AU Shareholders. The loans from QuickFee AU Shareholders, which currently total A$1,200,000, will remain in place following the Company's admission to the Official List of ASX. A summary of the terms of these loans is set out in Section 12.1.3.

In addition to the above, QuickFee AU is party to the QuickFee AU Facility Agreement under which QuickFee AU is required to fund out of its cash reserves:

(i) 10% of loans to Clients for invoice payments; and

(ii) 30% of loans to Firms for Disbursement Funding.

A summary of the QuickFee AU Facility Agreement is set out in Section 12.3.1.

QuickFee AU is responsible for financing 100% of loans that do not fall within the eligibility criteria under the QuickFee AU Facility Agreement, including Family Law Funding.

The Company will monitor the terms of finance available to the Company and QuickFee AU and will seek to negotiate additional or replacement finance arrangements for the purpose of funding QuickFee AU's loan book on an ongoing basis.

(b) QuickFee US

QuickFee US has been funded historically through:

(i) equity capital raisings under which QuickFee US has raised approximately US$2,200,000;

(ii) a loan from HTT Management Pty Limited (a company associated with HTI Management Pty Ltd, a QuickFee US Shareholder) for US$500,000, which is to be repaid out of the funds raised under this Prospectus;

08 Company Overview

(iii) loans from seed investors to the Company for an aggregate $1,600,000 under the Seed Loan Agreements, which were subsequently loaned to QuickFee US and will be converted into Shares at a deemed issue price of $0.10 per Share immediately prior to the Company commencing trading on ASX; and

(iv) loans from QuickFee US Shareholders to the Company for an aggregate $1,200,000 under the QuickFee US Shareholder Loan Agreements, which were subsequently loaned to QuickFee US and will be converted into Shares at a deemed issue price of $0.20 per Share immediately prior to the Company commencing trading on ASX.

In addition to the above, QuickFee US is party to the QuickFee US Note Issue Deed under which QuickFee US is required to fund 20% of loans to Clients from its cash reserves. A summary of the QuickFee US Note Issue Deed is set out in Section 12.3.2.

QuickFee US is responsible for financing 100% of loans that do not fall within the eligibility criteria under the QuickFee US Note Issue Deed.

The Company will monitor the terms of finance available to the Company and QuickFee US and will seek to negotiate additional or replacement finance arrangements for the purpose of funding QuickFee US' loan book on an ongoing basis.

8.5.6 Historic performance

The historic performance of both QuickFee AU and QuickFee US are set out below. The Company notes that part performance is not a reliable indicator of future performance.

(a) QuickFee AU

Since inception, QuickFee AU has enjoyed steady growth in lending and profitability. Over $190m has been lent to Clients and Firms from inception with bad debts of under $80,000 over that time. 701 Firms have signed up for the QuickFee AU service to date, of which 594 have had Clients take one or more loans.

In the last three financial years, QuickFee AU has:

(i) loaned over $90,993,325 to Clients and Firms; and

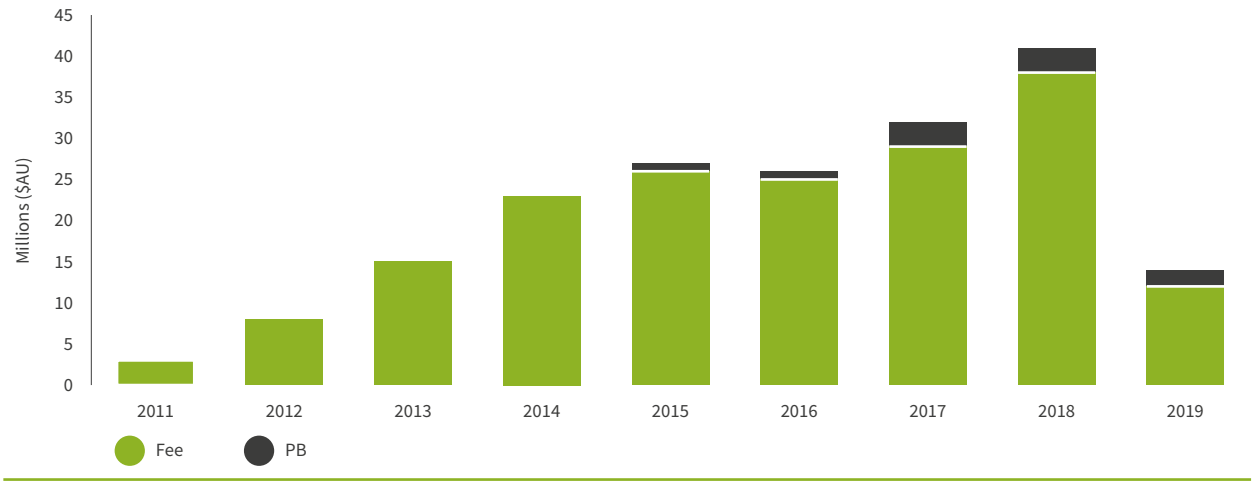
(ii) processed over $16,939,527 in transactions.

For the 9 months ended 31 March 2019, QuickFee AU has loaned $34,506,489 to Clients and Firms and processed over $20,590,603 in transactions.

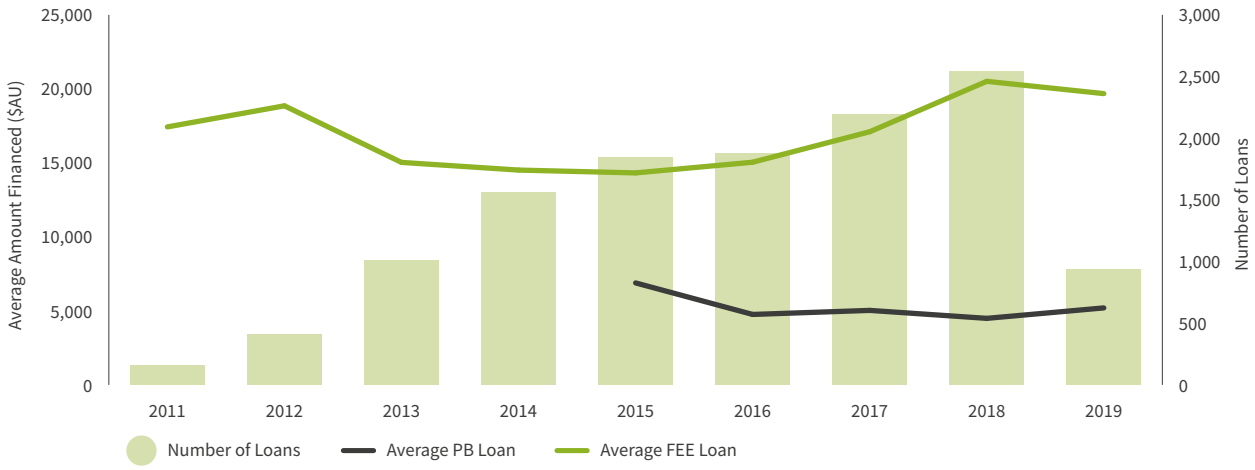
Refer to Section 9 for the audited financial statements of QuickFee AU for the financial years ended 30 June 2017 and 30 June 2018 and the 9 months ended 31 March 2018.

Set out below are tables setting out the annual lending of QuickFee AU since 2011 (noting that data for 2019 is for the period ended 31 March 2019) and a breakdown of loans granted by QuickFee AU through the QuickFee Portal (**PB**) versus loans generated by Firms without use of the QuickFee Portal (**FEE**).

ANNUAL LENDING (AUSTRALIA) ($AU M)



LOAN BOOK MIX (AUSTRALIA)



Note:

1. Represents year to date results for the period ending 31 March 2019.

(b) QuickFee US

QuickFee US has achieved excellent client satisfaction ratings since inception and received an award from Accounting Today as a winner of the 2017 top new products.



To date, over 230 Firms have been contracted by QuickFee US, with 112 Firms having had Clients take loans from QuickFee US. Since inception:

(i) QuickFee US has loaned over US$11 million to US accounting firms;

(ii) QuickFee US has processed over US$110 million in transactions;

(iii) QuickFee US's payment portal has been adopted by over 15% of the top 300 accounting firms in the USA[16], including 46 affiliates of BDO; and

(iv) QuickFee US has incurred no bad debts.

QuickFee US's platform has achieved excellent client satisfaction ratings since inception and QuickFee US considers that the opportunity to continue its rapid growth in the US market is significant and should be pursued aggressively.

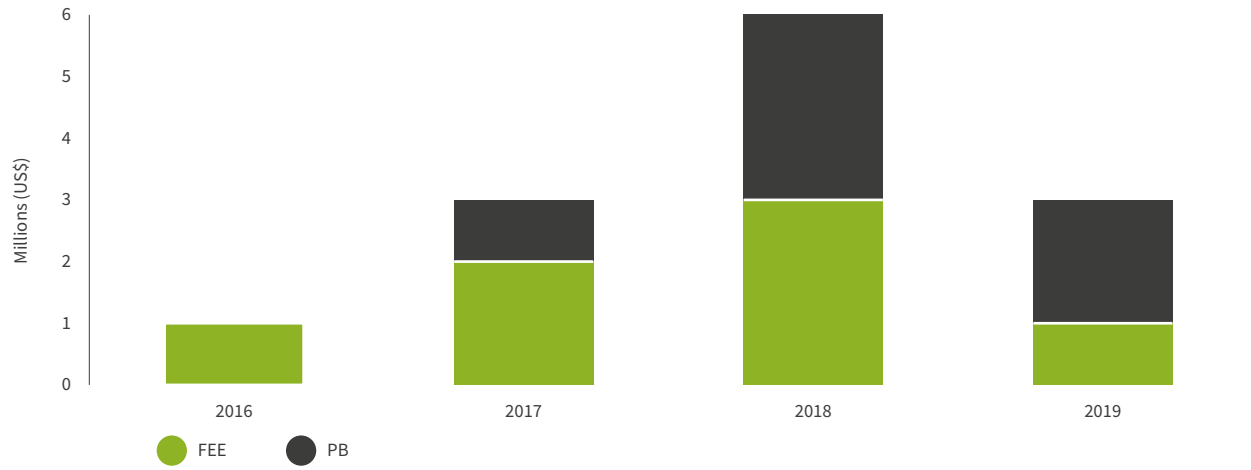
Refer to Section 9 for the audited financial statements of QuickFee US for the financial years ended 30 June 2017 and 30 June 2018 and the 9 months ended 31 March 2019.

Set out below are tables setting out the annual lending of QuickFee US since 2016 (noting that data for 2019 is for the period ended 31 March 2019) and a breakdown of loans granted by QuickFee US through the QuickFee Portal (**PB**) versus loans generated by Firms without use of the QuickFee Portal (**FEE**).

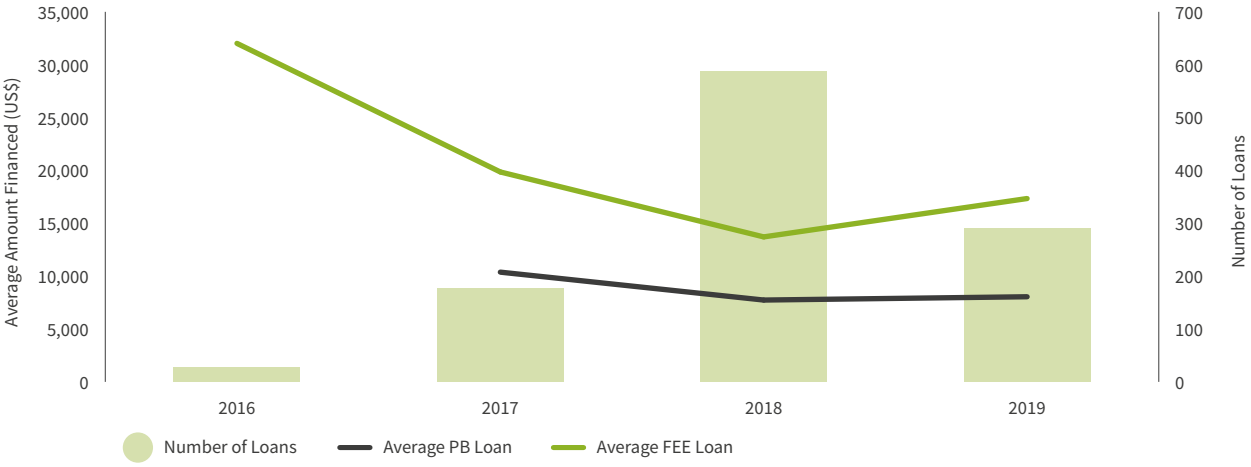
16. As set out in the Platt Group – Inside Public Accounting 2017: Available online at http://insidepublicaccounting.com/newsletters/ipa-100-ipa-200-ipa-300/

08 Company Overview

ANNUAL LENDING (USA) ($AU M)



LOAN BOOK MIX (USA)



Note:

1. Represents year to date results for the period ending 31 March 2019.

8.5.7 Marketing and Selling

The QuickFee Business is marketed through the following channels:

(a) **Direct Sales:** sales made through:

  (i) QuickFee AU's sales offices in Sydney and Melbourne; and

  (ii) QuickFee US's sales offices in Los Angeles and Philadelphia; and

(b) **Authorised Business Partners and Dealers:** sales made through the appointed business partners and dealers, primarily comprised of finance brokers, IT consultants and accountants who often have relationships with Firms and provide introductions to QuickFee AU and QuickFee US; and

(c) **Advertising:** print and digital advertising as well as recognition through blogs and similar articles are used as a means of driving traffic and inbound enquiry to the QuickFee Business. Sponsorship of significant conferences and engagement with opinion leaders also drive recognition of the QuickFee Business' brand and its solutions.

QuickFee AU markets its Family Law Funding and Disbursement Funding solutions to Firms in Australia primarily through sponsorship of legal practice management events. QuickFee AU also cross-markets these solutions to relevant Firms that utilise the QuickFee Platform and Client invoice financing solutions.

QuickFee US has been appointed as a preferred service provider to members of the California Society of CPA's and the New Jersey Society of CPA's. QuickFee US is a member of the BDO Alliance and a preferred supplier to members of CPAmerica.

8.5.8 Significant dependencies

The key factors that the Company will depend on to meet its objectives are:

(a) the successful completion of the Public Offer;

(b) the successful Settlement of the Acquisitions;

(c) the availability of funding to provide invoice financing to Clients and Firms;

(d) ongoing compliance with regulatory requirements with respect to making loans to Clients and Firms;

(e) the continuing ability of the Company to grow outbound marketing and sales efforts with a view to expanding system sales and monthly recurring revenue;

(f) the continuing ability to maintain and acquire key management personnel and staff in the provision of the Company's services and products; and

(g) the ability to maintain and quickly leverage the first to market advantage QuickFee US currently enjoys in USA.

8.5.9 Key personnel

Set out below are the key personnel of the Company. Further details in relation to their qualifications and experience are set out in Section 11:

(a) **Bruce Coombes** – Managing Director

(b) **Barry Lewin** – Non-Executive Chairman

(c) **Dale Smorgon** – Non-Executive Director

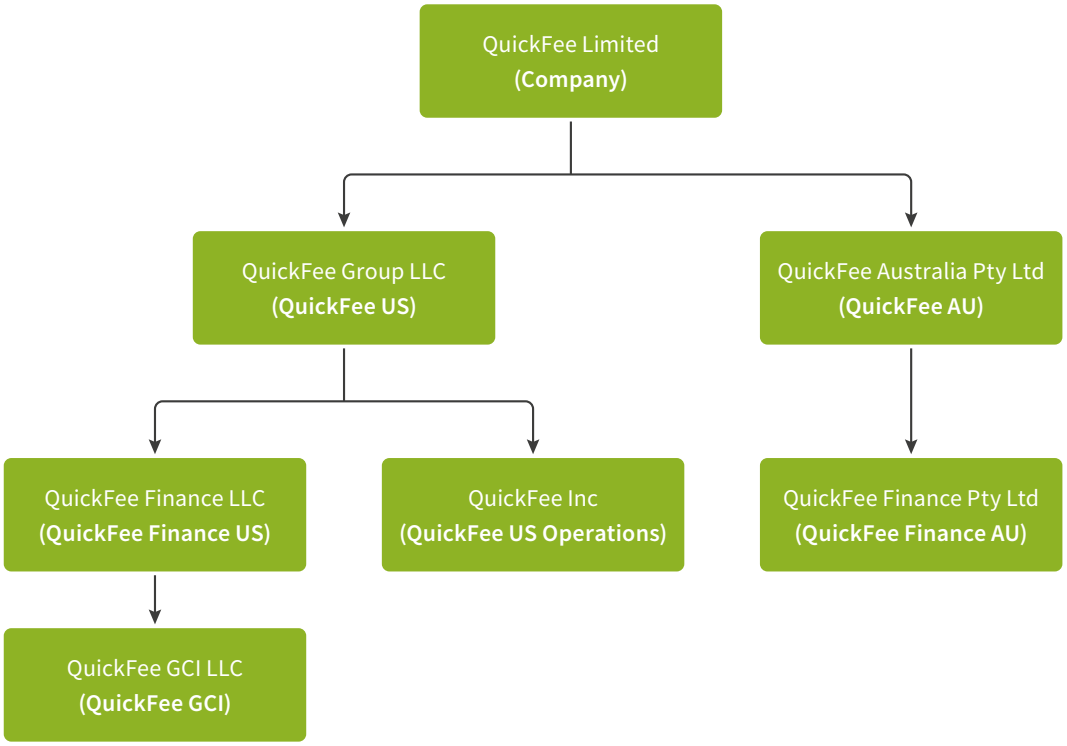
(d) **James Drummond** – Chief Operating Officer and Chief Financial Officer

08 Company Overview

8.6 CORPORATE STRUCTURE

Following completion of the Acquisitions, QuickFee US and QuickFee AU will be wholly owned by the Company.

The group structure following completion of the Acquisitions is as set out below.



A summary of the role of each member of the group is set out below:

(a) the Company will be the ASX listed entity;

(b) QuickFee AU is responsible for the general operational activities of the Australian component of the QuickFee Business;

(c) QuickFee Finance AU is responsible for the lending activities of QuickFee AU;

(d) QuickFee US is the holding company for the US component of the QuickFee Business;

(e) QuickFee US Operations is responsible for the general operational activities of QuickFee US; and

(f) QuickFee Finance US and QuickFee GCI are responsible for the lending activities of QuickFee US.

8.7 INTELLECTUAL PROPERTY

While the Company realises that the protection of intellectual property has great importance in certain markets and sectors, the first mover advantage of the QuickFee Business, the know-how of its management team and the considerable experience operating the QuickFee Business is a significant advantage to the Company's growth plans. In this regard, the QuickFee Platform has been built on the application of existing technologies, rather than the development of new technologies.

The Company's interests in registered intellectual property following completion of the Acquisitions will include:

(a) QuickFee AU has registered a trademark with IP Australia (Trademark Number in respect of the word "QuickFee" 1539128).

(b) QuickFee US made a trademark application to the US Patent and Trademark Office on 21 September in respect of the name "QuickFee" (Serial Number 88/126,831).

8.8 USE OF FUNDS

The Company intends to apply funds raised from the Public Offer, together with existing cash reserves post-Acquisitions, in the next two years following admission to the Official List of the ASX as follows (all amounts in Australian dollars):

FUNDS AVAILABLE	FUNDS	PERCENTAGE OF FUNDS (%)
Existing cash reserves of the Company[1]	3,300,000	20%
Funds raised from the Public Offer	13,500,000	80%
Total	**16,800,000**	**100%**

ALLOCATION OF FUNDS	FUNDS	PERCENTAGE OF FUNDS (%)
Growth of loan book[2]	5,800,000	35%
QuickFee AU Cash Consideration[3]	3,200,000	19%
Repayment of QuickFee US shareholder loan[4]	700,000	4%
Repayment of QuickFee AU Shareholder Loan Agreements[5]	1,200,000	7%
Expansion of sales network into other US markets[6]	1,500,000	9%
Research & Development[7]	300,000	2%
Expenses associated with the listing[8]	923,215	5%
Working Capital[8]	3,176,785	19%
Total	**16,800,000**	**100%**

Notes:

1. Refer to Section 9 and the Investigating Accountant's Report set out in Annexure A to this Prospectus. These funds represent cash held by the Company, QuickFee AU and QuickFee US as at 31 March 2019. The Company, QuickFee AU and QuickFee US have incurred and expect to incur further costs within the ordinary course of their respective businesses and in association with the Acquisitions which will diminish this amount prior to listing if the QuickFee US costs exceed surplus cash generated by QuickFee AU.
2. Funds required to grow the lending book of both QuickFee AU and QuickFee US to supplement the debt facilities and for loan book growth in accordance with the requirements under the debt facilities summarised in Section 12.3.
3. Refer to Section 12.2.1 for a summary of the terms on which the Company will acquire QuickFee AU.
4. HTT Management Pty Ltd, a company associated with HTI Management Pty Ltd (an unrelated seed capitalist in QuickFee US), has loaned US$500,000 (A$700,000 at A$0.71:US$1 exchange rate) to QuickFee US, which will be repaid out of funds raised.
5. Repayable on or before 31 December 2019. Refer to Section 12.1.3 for a summary of the QuickFee AU Loan Agreements.
6. To position QuickFee Finance for strategic growth beyond the current size in the long term by (i) increasing QuickFee US's sales team and presence in New Jersey, Georgia, Texas, Florida and its reach into other parts of the US.
7. Research & development expenses are related to the integration of the QuickFee Platform with accounting software vendors.
8. Refer to the table in Section 13.11 for the itemised costs of the expenses associated with the Offer. Note that approximately $516,785 of the $1,440,000 making up expenses associated with the listing had been paid by the Company as at 31 March 2019.
8. Working capital includes the general costs associated with the management and operation of the business including administration expenses, management salaries, directors' fees, rent and other associated costs. Funds applied toward working capital that are in excess of the Company's requirements are anticipated to be utilised toward the Company's loan financing requirements.

On completion of the Public Offer, the Board believes that the Company will have sufficient working capital to achieve these objectives.

The above table is a statement of current intentions as of the date of lodgement of this Prospectus with the ASIC. As with any budget, intervening events (including the risk factors outlined in Section 10) and new circumstances have the potential to affect the ultimate way funds will be applied. The Board reserves the right to alter the way funds are applied on this basis.

08 Company Overview

8.9 CAPITAL STRUCTURE

The capital structure of the Company following completion of the Offers is summarised below:

8.9.1 Shares[1]

	SHARES[1]
Shares currently on issue[2]	1
Public Offer[3]	67,500,000
QuickFee AU Acquisition[4]	24,000,000
QuickFee US Acquisition[5]	26,250,000
Shares to be issued under Seed Loan Agreements[6]	16,000,000
Shares to be issued under QuickFee US Shareholder Loan Agreements[6]	6,000,000
Broker Shares[7]	800,000
Total Shares on completion of the Offers	**140,550,001**

Notes:

1. The rights attaching to the Shares are summarised in Section 13.2 of this Prospectus.
2. Issued to Bruce Coombes on incorporation of the Company at an issue price of $1.
3. 67,500,000 Shares to be issued under the Public Offer at an issue price of $0.20 per Share to raise $13,500,000.
4. Refer to Section 12.2.1 for a summary of the terms of the QuickFee AU Acquisition Agreement.
5. Under the QuickFee US Acquisition Agreement, the Company has also agreed to issue 9,148,630 Shares as deferred consideration. Refer to Section 12.2.2 for a summary of the terms of the QuickFee US Acquisition Agreement.
6. 16,000,000 Shares to be issued at an issue price of $0.10 per Share pursuant to the Seed Loan Agreements and 6,000,000 Shares to be issued at an issue price of $0.20 per Share pursuant to the QuickFee US Convertible Loan Agreements, each of which are summarised in Section 12.1.2.
7. To be issued in consideration for services provided by EverBlu Capital prior to termination of the EverBlu Mandate. Refer to Section 6.19 for a summary of the arrangements with EverBlu Capital.

8.9.2 Options

	OPTIONS
Options currently on issue	Nil
Executive Options[1]	3,000,000
Broker Options[2]	3,000,000
Total Options on completion of the Offers	**6,000,000**

Notes:

1. To be issued as part remuneration under Bruce Coombes' executive services agreement summarised in Section 12.5.1. Refer to Section 13.3 for the terms and condition of the Executive Options.
2. To be issued in consideration for services provided by EverBlu Capital prior to termination of the EverBlu Mandate. Refer to Section 6.19 for a summary of the arrangements with EverBlu Capital and Section 13.4 for the terms and conditions of the Broker Options.

8.9.3 Performance Rights

	PERFORMANCE RIGHTS
Performance Rights currently on issue	Nil
Performance Rights to be issued[1]	5,851,370
Total Performance Shares on completion of the Offers	**5,851,370**

1. Refer to Section 13.5 for the terms and conditions of the Performance Rights.

8.10 SUBSTANTIAL SHAREHOLDERS

The sole Shareholder of the Company as at the date of this Prospectus is Bruce Coombes, who holds 1 Share that was issued on incorporation.

Upon completion of the Acquisitions and issue of Shares under the Public Offer, it is anticipated that the following parties will have substantial shareholdings in the Company:

SHAREHOLDER	SHARES	OPTIONS	DEFERRED CONSIDERATION SHARES	% (UNDILUTED)	% (FULLY DILUTED)[1]
Bruce Coombes, Bonec Pty Limited & Jamada Holdings Pty Limited[2]	20,180,001	3,000,000	3,659,452	14.36%	16.61%
Derida Pty Limited[3]	20,180,000	Nil	3,659,452	14.36%	14.76%
Wingate Direct Investments Pty Ltd	7,680,000	Nil	Nil	5.46%	4.75%
HTI Management Pty Limited	7,250,000	Nil	1,829,726	5.16%	5.62%

Notes:

1. Assumes exercise of all Options on issue, issue of all Deferred Consideration Shares and conversion of all Performance Rights.
2. Bruce Coombes, Managing Director of the Company, is a director and majority shareholder of both Jamada Holdings Pty Ltd and Bonec Pty Ltd.
3. Dale Smorgon, a Non-Executive Director of the Company, holds 25% of the issued capital in, and is a director of, Derida Pty Ltd. Derida Pty Ltd is a trustee company for the Derida Trust, a discretionary trust in which Dale Smorgon is a beneficiary.

The above table assumes that none of the Shareholders referred to take up Shares under the Public Offer or receive any Broker Shares or Broker Options to be issued. The Company will announce to the ASX details of its top 20 Shareholders (following completion of the Offers) prior to the Shares commencing trading on ASX.

The Directors do not expect that any single Shareholder will control the Company on completion of the Offers.

8.11 RESTRICTED SECURITIES

Subject to the Company complying with Chapters 1 and 2 of the ASX Listing Rules and completing the Offers, the Company understands that certain Securities on issue (including a portion of the QuickFee US Consideration Shares, a portion of the Shares issued to the lenders under the Seed Capital Loan Agreements, the Broker Options and the Executive Options) may be classified by ASX as restricted securities and will be required to be held in escrow for up to 24 months from the date of Official Quotation.

While ASX has not yet confirmed the final escrow position applicable to the Company's Shareholders, the Company anticipates that the following Securities will be subject to ASX imposed escrow:

(a) 10,436,620 QuickFee US Consideration Shares for a period of 24 months from the date of Official Quotation, of which 5,218,310 are held by Bruce Coombes and his controlled entities and 5,218,310 are held by Derida;

(b) 3,000,000 Executive Options for a period of 24 months from the date of Official Quotation;

(c) 2,100,000 Shares for a period of 24 months from the date of Official Quotation, to be issued to parties the Company anticipates will be dealt with as promoters upon conversion under the Seed Loan Agreements; and

(d) 800,000 Shares and 3,000,000 Broker Options issued to EverBlu Capital or its nominees for a period of 24 months from the date of Official Quotation.

The number of Securities that are subject to ASX imposed escrow are at ASX's discretion in accordance with the ASX Listing Rules and underlying policy. The above is a good faith estimate of the Securities that are expected to be subject to ASX imposed escrow.

In addition to points (a) to (d) above, Bruce Coombes, Bonec Pty Limited, Jamada Holdings Pty Limited and Derida have each entered into voluntary restriction agreements under which all of their Shares that are not subject to ASX imposed escrow will be subject to voluntary escrow for a period of 24 months from the date of entry into the voluntary restriction deed, being an additional 14,961,691 Shares to be held by Bruce Coombes (and his controlled entities) and 14,961,690 Shares to be held by Derida. These parties intend to enter into replacement voluntary restriction deeds immediately prior to the issue of Shares under the Offers, prior to the Company's admission to the Official List.

During the period in which these Securities are prohibited from being transferred, trading in Shares may be less liquid which may impact on the ability of a Shareholder to dispose of his or her Shares in a timely manner.

The Company will announce to the ASX full details (quantity and duration) of the Securities required to be held in escrow prior to the Company's listed securities being admitted to trading on ASX (which admission is subject to ASX's discretion and approval).



09

Financial Information

09 Financial Information

9.1 OVERVIEW OF THE FINANCIAL INFORMATION

The financial information for the QuickFee Business contained in this Section 9 includes:

(a) Statutory historical financial information of the QuickFee Business:

(i) Statutory historical statements of financial position for QuickFee AU and QuickFee US as at 30 June 2017, 30 June 2018 and 31 March 2019;

(ii) Statutory historical statements of profit or loss and other comprehensive income for QuickFee AU and QuickFee US for the financial years ended 30 June 2017, 30 June 2018 and the nine-month period ended 31 March 2019; and

(iii) Statutory historical statements of cash flows for QuickFee AU and QuickFee US for the financial years ended 30 June 2017, 30 June 2018 and the nine-month period ended 31 March 2019;

(together, the **Statutory Historical Financial Information**).

(b) Pro-forma historical financial information of the QuickFee Business:

(i) Pro-forma historical combined statement of financial position for the QuickFee Business as at 31 March 2019;

(ii) Pro-forma historical combined statement of profit or loss and other comprehensive income for the QuickFee Business for the nine-month period ended 31 March 2019; and

(iii) Pro-forma historical combined statement of cash flows for the QuickFee Business for the nine-month period ended 31 March 2019

(together, the **Pro-forma Historical Financial Information**).

The Pro-forma Historical Financial Information and Statutory Historical Financial Information are together referred to in this Prospectus as the Financial Information.

The Financial Information has been reviewed and reported upon by the Investigating Accountant, whose Investigating Accountant's Report is set out in Annexure A of this Prospectus. Investors should note the scope and limitations of that report.

All amounts disclosed in this Section 9 are presented in Australian dollars ($), unless otherwise noted, are rounded to the nearest dollar.

Also summarised in this Section 9 are:

(a) the basis of preparation of the Financial Information (refer to Section 9.2);

(b) a summary of the Company's dividend policy (refer to Section 9.5); and

(c) a summary of significant accounting policies (refer to Section 9.7).

Upon completion of the Acquisitions, the QuickFee business will consist of QuickFee AU, a well-established Australian business, with a track record of profitability and QuickFee US, a recently established, strongly growing US business, still making losses with an unreliable growth trajectory.

Both QuickFee AU and QuickFee US will benefit from the contribution of significant growth capital to be raised under the Public Offer, which neither has previously had the benefit of. Accordingly, neither has a track record with which to rely on in preparation of prospective financial information.

Any strategies for investing these new funds for growth will be quite speculative. While there may be some synergies in terms of cross selling to local accounting firms with an international network, there may also be limited head office synergies.

Given the above, the predictability of the QuickFee Business following completion of the Acquisitions and admission to the Official List will be too unreliable for forecasts to be provided, and accordingly, the Board considers that any prospective financial information would be misleading.

09 Financial Information

9.2 BASIS OF PREPARATION OF THE FINANCIAL INFORMATION

9.2.1 Preparation of the Pro-forma Historical Information:

The Pro-Forma Historical Financial Information has been prepared solely for inclusion in this Prospectus. The Pro-Forma Historical Financial Information has been prepared based upon the audited financial positions as at 31 March 2019 of QuickFee AU and QuickFee US.

This information is then combined with the pro-forma adjustments to form the financial position as at 31 March 2019 of the QuickFee Business.

Common control transaction

The Company has entered into binding Acquisition Agreements to acquire 100% of the issued capital in both QuickFee AU and QuickFee US (refer to Section 12.2), subject to certain conditions including the completion of the Public Offer. The transaction will result in existing shareholders of both QuickFee AU and QuickFee US becoming shareholders of the Company, which is ultimately the parent entity of the group. The characteristics of this transaction, therefore do not meet the requirements of a business combination under IFRS 3 – Business Combinations and thus, is treated and accounted for as a common control transaction.

Pro-forma Adjustments

The following pro-forma and subsequent adjustments have been included to the Pro-forma Historical Information:

(a) Adjustments for the QuickFee US Acquisition:

  (i) Reclassification of $2,440,924 from Issued capital to Common control reserve under Equity as a result of a common control transaction;

  (ii) Issue of 26,250,000 shares at deemed issue price of $0.20 per share as part of the consideration for the QuickFee US Acquisition (refer to Section refer to Section 12.2.2); and

  (iii) Issue of 9,148,630 shares valued at $0.20 per share as deferred consideration for the QuickFee US Acquisition following satisfaction of specific milestones (refer to Section 12.2.2).

(b) Adjustments for the QuickFee AU Acquisition:

  (i) Reclassification of $820,000 from Issued capital to Common control reserve under Equity as a result of a common control transaction;

  (ii) Issue of 24,000,000 shares at deemed issue price of $0.20 as part of the consideration for the QuickFee AU Acquisition (refer to Section 12.2.1); and

  (iii) Cash payment of $3,200,000 as part of the consideration for the QuickFee AU Acquisition (refer to Section 12.2.1).

(c) Issue of 67,500,000 shares under the Public Offer at $0.20 per Share to raise $13,500,000 (before costs of capital raising of $1,440,000 – refer to Section 13.11);

(d) Settlement of $1,615,000 convertible notes via the issue of 16,000,000 shares at $0.10 per Share upon the conversion of $1,600,000 Seed Loan Agreements (refer to Section 12.1.3) and repayment of $15,000 in cash;

(e) Repayment of $1,200,000 QuickFee AU Loan Agreements and reclassification of $400,000 in borrowing principal due to Wingate Direct Investments Pty Limited (**Wingate Loan**) from related party borrowings to borrowings as Wingate Direct Investments Pty Limited was a related party to QuickFee AU as at 31 March 2019 but will not be a related party to the Company upon completion of the Offer (refer to Section 12.1.3);

(f) Issue of 6,000,000 shares at $0.20 per Share upon the conversion of $1,200,000 QuickFee US Shareholder Loan Agreements (refer to Section 12.1.3);

(g) Issue of 800,000 Broker Shares valued at $0.20 per Shares;

(h) Issue of 3,000,000 Executive Options (refer to Section 13.3);

(i) Issue of 3,000,000 Broker Options (refer to Section 6.19 and 13.4);

(j) Issue of 5,841,370 Performance Rights (refer to Section 13.55); and

(k) Repayment of $700,000 loan to an unrelated seed capitalist in QuickFee US (refer to Section 8.8).

(together, the **Pro-forma Adjustments**).

9.2.2 Preparation of the Statutory Historical Financial Information

The Statutory Historical Financial Information has been prepared in accordance with the International Accounting Standards and Interpretations issued by the International Accounting Standards Board (**IASB**), as appropriate for for-profit oriented entities.

The Statutory Historical Financial Information has been prepared under the historical cost convention.

The Statutory Historical Financial Information is presented in an abbreviated form and does not include all of the disclosures, statements or comparative information required by the International Financial Reporting Standards (**IFRS**).

The statutory historical financial information of QuickFee US is a combination of the information of the separate legal entities including the Company, QuickFee Group LLC, QuickFee Inc, QuickFee GCI LLC and QuickFee Finance LLC as they are subject to common control through common Directors and shareholders and operate as a combined entity. The statutory historical financial information of QuickFee AU is solely the information of QuickFee Australia Pty Ltd.

The Statutory Historical Financial Information was audited by the Company's auditors, William Buck. The auditors have issued unqualified opinions on all reports.

9.2.3 Other considerations

All figures are reported in Australian dollars ($), unless otherwise specified. Financial information denominated in U.S. dollars (USD) is translated to $ at the exchange rate of 0.71, being an approximation of the spot and averages rates for the relevant reporting periods.

Investors should note that past results are not a guarantee of future performance. Investors should note the limitations of the Investigating Accountant's Report in Annexure A of this Prospectus.

The information in this Section 9 should be read in conjunction with the risk factors set out in Section 10 and other information contained in this Prospectus.

09 Financial Information

9.3 STATUTORY HISTORICAL FINANCIAL INFORMATION

9.3.1 Statutory Historical Statements of Financial Position

QUICKFEE US	31 MARCH 2019		30 JUNE 2018		30 JUNE 2017	
	USD (AUDITED)	$*	USD (AUDITED)	$*	USD (AUDITED)	$*
Current assets						
Cash and cash equivalents	1,816,579	2,558,562	2,177,232	3,066,524	614,692	865,763
Trade and other receivables	4,042,425	5,693,556	2,245,386	3,162,515	1,063,930	1,498,493
Prepayments	54,256	76,417	38,577	54,334	48,796	68,727
Total current assets	5,913,260	8,328,535	4,461,195	6,283,373	1,727,418	2,432,983
Non-current assets						
Plant and equipment	10,129	14,266	6,237	8,785	6,172	8,693
Total non-current assets	10,129	14,266	6,237	8,785	6,172	8,693
Total assets	**5,923,389**	**8,342,801**	**4,467,432**	**6,292,158**	**1,733,590**	**2,441,676**
Liabilities						
Current liabilities						
Borrowings	4,673,195	6,577,796	1,641,672	2,312,214	–	–
Related party borrowings	565,040	800,000	–	–	–	–
Trade and other payables	1,294,220	1,822,845	1,032,324	1,453,977	666,313	938,469
Total current liabilities	6,532,455	9,200,641	2,673,996	3,766,191	666,313	938,469
Non-current liabilities						
Borrowings	–	–	1,550,000	2,183,099	1,000,000	1,408,451
Total non-current liabilities	–	–	1,550,000	2,183,099	1,000,000	1,408,451
Total liabilities	**6,532,455**	**9,200,641**	**4,223,996**	**5,949,290**	**1,666,313**	**2,346,920**
Net assets/(liabilities)	**(609,066)**	**(857,840)**	**243,436**	**342,868**	**67,277**	**94,756**
Equity						
Issued capital	1,733,057	2,440,925	2,100,000	2,957,746	1,300,000	1,830,986
Foreign currency translation reserve	12,153	17,117	(19,552)	(27,538)	–	–
Accumulated losses	(2,354,276)	(3,315,882)	(1,837,012)	(2,587,340)	(1,232,723)	(1,736,230)
Total equity/(deficiency)	**(609,066)**	**(857,840)**	**243,436**	**342,868**	**67,277**	**94,756**

* At exchange rate of A$/US$ of 0.71.

QUICKFEE AU	31 MARCH 2019	30 JUNE 2018	30 JUNE 2017
	$ (AUDITED)	$ (AUDITED)	$ (AUDITED)
Current assets			
Cash and cash equivalents	741,516	1,239,144	677,778
Trade and other receivables	20,519,918	19,395,122	13,199,972
Term deposit	25,000	25,000	25,000
Prepayments	32,226	49,384	85,317
Total current assets	21,318,660	20,708,650	13,988,067
Non-current assets			
Trade and other receivables	112,189	271,318	353,374
Plant and equipment	2,184	–	10,540
Total non-current assets	114,373	271,318	363,914
Total assets	**21,433,033**	**20,979,968**	**14,351,981**
Liabilities			
Current liabilities			
Borrowings	16,042,667	15,533,446	10,908,177
Related party borrowings	1,200,000	1,300,000	–
Trade and other payables	2,014,458	1,972,424	1,149,938
Total current liabilities	19,257,125	18,805,870	12,058,115
Non-current liabilities			
Borrowings	100,970	242,283	331,762
Deferred tax	5,605	5,605	16,899
Total non-current liabilities	106,575	247,888	348,661
Total liabilities	**19,363,700**	**19,053,758**	**12,406,776**
Net assets/(liabilities)	**2,069,333**	**1,926,210**	**1,945,205**
Equity			
Issued capital	820,000	700,000	1,000,000
Foreign currency translation reserve	–	–	–
Accumulated losses	1,249,333	1,226,210	945,205
Total equity/(deficiency)	**2,069,333**	**1,926,210**	**1,945,205**

09 Financial Information

9.3.2 Statutory Historical Statements of Profit or Loss and Other Comprehensive Income

QUICKFEE US	NINE MONTHS ENDED 31 MARCH 2019		YEAR ENDED 30 JUNE 2018		YEAR ENDED 30 JUNE 2017	
	USD (AUDITED)	**$***	**USD (AUDITED)**	**$***	**USD (AUDITED)**	**$***
Revenue						
Interest revenue	374,677	527,714	234,367	330,094	93,544	131,752
Fees revenue	336,553	474,018	198,411	279,452	45,310	63,817
Expenses						
General and administration	(492,201)	(693,240)	(523,349)	(737,111)	(586,805)	(826,486)
Employee benefits	(526,775)	(741,937)	(346,436)	(487,938)	(344,930)	(485,817)
Depreciation	(5,363)	(7,554)	(2,686)	(3,783)	(972)	(1,369)
Finance costs	(204,155)	(287,542)	(164,596)	(231,825)	(65,726)	(92,572)
Loss before income tax expense	**(517,264)**	**(728,541)**	**(604,289)**	**(851,111)**	**(859,579)**	**(1,210,675)**
Income tax expense	–	–	–	–	–	–
Loss after income tax expense	**(517,264)**	**(728,541)**	**(604,289)**	**(851,111)**	**(859,579)**	**(1,210,675)**
Other comprehensive income	31,782	44,763	(19,552)	(27,538)	–	–
Total comprehensive income	**(485,482)**	**(683,777)**	**(623,841)**	**(878,649)**	**(859,579)**	**(1,210,675)**

* At exchange rate of A$/US$ of 0.71.

QUICKFEE AU	NINE MONTHS ENDED 31 MARCH 2019	YEAR ENDED 30 JUNE 2018	YEAR ENDED 30 JUNE 2017
	$ (AUDITED)	**$ (AUDITED)**	**$ (AUDITED)**
Revenue			
Interest revenue	2,779,937	3,114,100	2,468,803
Fees revenue	411,571	346,519	304,228
Other revenue	131,478	87,046	32,312
Expenses			
General and administration	(576,678)	(804,187)	(759,798)
Employee benefits	(883,080)	(904,087)	(612,573)
Depreciation		(15,921)	(24,358)
Finance costs	(1,028,368)	(1,020,490)	(782,080)
Profit before income tax expense	**834,860**	**802,980**	**626,534**
Income tax expense	(231,737)	(222,975)	(177,178)
Profit after income tax expense	**603,123**	**580,005**	**449,356**
Other comprehensive income	–	–	–
Total comprehensive income	**603,123**	**580,005**	**449,356**

9.3.3 Statutory Historical Statements of Cash Flows

QUICKFEE US	NINE MONTHS ENDED 31 MARCH 2019		YEAR ENDED 30 JUNE 2018		YEAR ENDED 30 JUNE 2017	
	USD (AUDITED)	**$***	**USD (AUDITED)**	**$***	**USD (AUDITED)**	**$***
Cash flows from operating activities						
Receipts from customers (inclusive of GST)	531,526	748,628	432,778	609,546	138,854	195,569
Payments to suppliers (inclusive of GST)	(2,390,120)	(3,366,366)	(1,675,011)	(2,359,170)	(1,203,283)	(1,694,765)
Finance costs paid	(204,155)	(287,542)	(164,596)	(231,825)	(65,726)	(92,572)
Income tax paid	–	–	–	–	–	–
Net cash used in operating activities	**(2,062,749)**	**(2,905,280)**	**(1,406,829)**	**(1,981,449)**	**(1,130,155)**	**(1,591,768)**
Cash flows from investing activities						
Payments for plant and equipment	(9,255)	(13,035)	(2,751)	(3,875)	(2,028)	(2,856)
Net cash used in investing activities	**(9,255)**	**(13,035)**	**(2,751)**	**(3,875)**	**(2,028)**	**(2,856)**
Cash flows from financing activities						
Proceeds from issue of shares	–	–	300,000	422,535	700,000	985,915
Proceeds from borrowings	2,078,268	2,927,138	2,672,120	3,763,550	–	–
Payment for capital raising costs	(366,917)	(516,785)	–	–	–	–
Net cash from financing activities	**1,711,351**	**2,410,353**	**2,972,120**	**4,186,085**	**700,000**	**985,915**
Net increase/(decrease) in cash and cash equivalents	**(360,653)**	**(507,962)**	**1,562,540**	**2,200,761**	**(432,183)**	**(608,709)**
Cash and cash equivalents at the beginning of the period	2,177,232	3,066,524	614,692	865,763	1,046,875	1,474,472
Cash and cash equivalents at the end of the period	**1,816,579**	**2,558,562**	**2,177,232**	**3,066,524**	**614,692**	**865,763**

* At exchange rate of A$/US$ of 0.71.

09 Financial Information

QUICKFEE AU	NINE MONTHS ENDED 31 MARCH 2019	YEAR ENDED 30 JUNE 2018	YEAR ENDED 30 JUNE 2017
	$ (AUDITED)	$ (AUDITED)	$ (AUDITED)
Cash flows from operating activities			
Receipts from customers (inclusive of GST)	3,214,454	3,217,122	2,694,450
Payments to suppliers (inclusive of GST)	(2,297,171)	(6,691,550)	(2,315,117)
Finance costs paid	(1,028,368)	(1,020,490)	(782,080)
Income tax paid	(167,903)	(148,022)	(287,852)
Net cash used in operating activities	**(278,988)**	**(4,642,940)**	**(690,599)**
Cash flows from investing activities			
Investment in term deposit	–	–	(25,000)
Payments for plant and equipment	(2,184)	–	–
Net cash used in investing activities	**(2,184)**	**–**	**(25,000)**
Cash flows from financing activities			
Proceeds from issue of shares	120,000	–	–
Proceeds from borrowings	643,544	5,803,306	1,770,245
Repayments of borrowings	(400,000)	–	(660,000)
Payment s for return of capital	–	(300,000)	–
Dividends paid	(580,000)	(299,000)	(400,000)
Net cash from financing activities	**(216,456)**	**5,204,306**	**710,245**
Net increase/(decrease) in cash and cash equivalents	**(497,628)**	**561,366**	**(5,354)**
Cash and cash equivalents at the beginning of the period	1,239,144	677,778	683,132
Cash and cash equivalents at the end of the period	**741,516**	**1,239,144**	**677,778**

9.4 PRO-FORMA HISTORICAL FINANCIAL INFORMATION

9.4.1 Pro-forma Combined Statement of Financial Position

PRO-FORMA COMBINED STATEMENT OF FINANCIAL POSITION AS AT 31 MARCH 2019	NOTE	STATUTORY QUICKFEE US USD (AUDITED)	STATUTORY QUICKFEE US* $	STATUTORY QUICKFEE AU $ (AUDITED)	COMBINED STATUTORY QUICKFEE BUSINESS $	PRO-FORMA ADJUST-MENTS $	PRO-FORMA QUICKFEE BUSINESS $
Current assets							
Cash and cash equivalents	1	1,816,579	2,558,562	741,516	3,300,078	7,461,785	10,761,863
Trade and other receivables		4,042,425	5,693,556	20,519,918	26,213,474	–	26,213,474
Term deposit		–	–	25,000	25,000	–	25,000
Prepayments		54,256	76,417	32,226	108,643	–	108,643
Total current assets		5,913,260	8,328,535	21,318,660	29,647,195	7,461,785	37,108,980
Non-current assets							
Trade and other receivables		–	–	112,189	112,189	–	112,189
Plant and equipment		10,129	14,266	2,184	16,450	–	16,450
Total non-current assets		10,129	14,266	114,373	128,639	–	128,639
Total assets		**5,923,389**	**8,342,801**	**21,433,033**	**29,775,834**	**7,461,785**	**37,237,619**
Liabilities							
Current liabilities							
Borrowings	2	4,673,195	6,577,796	16,042,667	22,620,463	(2,715,000)	19,905,463
Related party borrowings	3	565,040	800,000	1,200,000	2,000,000	(2,000,000)	795,831
Trade and other payables		1,294,220	1,822,845	2,014,458	3,837,303	–	3,837,303
Total current liabilities		6,532,455	9,200,641	19,257,125	28,457,766	(4,715,000)	23,742,766
Non-current liabilities							
Borrowings		–	–	100,970	100,970	–	100,970
Deferred tax		–	–	5,605	5,605	–	5,605
Total non-current liabilities		–	–	106,575	106,575	–	106,575
Total liabilities		**6,532,455**	**9,200,641**	**19,363,700**	**28,564,341**	**(4,715,000)**	**23,849,341**
Net assets/(liabilities)		**(609,066)**	**(857,840)**	**2,069,333**	**1,211,493**	**12,176,785**	**13,388,278**
Equity							
Issued capital	4	1,733,057	2,440,925	820,000	3,260,925	22,325,860	25,586,786
Share based payment reserve	5	–	–	–	–	1,559,599	1,559,599
Deferred consideration reserve	6	–	–	–	–	1,829,726	1,829,726
Common control reserve	1,4	–	–	–	–	(11,818,802)	(11,818,802)
Foreign currency translation reserve		12,153	17,117	–	17,117	–	17,117
Accumulated losses		(2,354,276)	(3,315,882)	1,249,333	(2,066,549)	(1,719,599)	(3,786,148)
Total equity/(deficiency)		**(609,066)**	**(857,840)**	**2,069,333**	**1,211,493**	**12,176,785**	**13,388,278**

* At exchange rate of A$/US$ of 0.71.

09 Financial Information

Notes:

1. Cash and cash equivalents

Pro-forma Cash and cash equivalents reflects the net impact of the proceeds received from the Public Offer, less payment of transaction costs, payment as part of the QuickFee AU Acquisition and repayment of loan to an unrelated seed capitalist in QuickFee US as follows:

	$
Cash and cash equivalents as at 31 March 2019	**3,300,078**
Add: Proceeds from the Public Offer	13,500,000
Less: Payment of transaction costs*	(923,215)
Less: Payment as part of QuickFee AU Acquisition	(3,200,000)
Less: Repayment of related-party borrowings	(800,000)
Less: Repayment of borrowings	(1,115,000)
Pro-forma Cash and cash equivalents as at 31 March 2019	**10,761,863**

* Transaction costs are estimated to be at $1,440,000 (refer to Section 13.11), of which $516,785 was paid during the nine-month period ended 31 March 2019. The remaining balance will be paid subsequent to 31 March 2019.

2. Borrowings

Pro-forma Borrowings reflects the aggregate impact of the conversion into shares to settle the Seed Loan Agreements, and repayment of loan to an unrelated seed capitalist in QuickFee US as follows:

	$
Borrowings as at 31 March 2019	**22,620,463**
Add: Reclassification of the Wingate Loan to Borrowings	400,000
Less: Conversion of $400,000 QuickFee US Shareholder Loan Agreements to 2,000,000 ordinary shares	(400,000)
Less: Conversion of $1,600,000 Seed Loan Agreements to 16,000,000 ordinary shares	(1,600,000)
Less: Repayment of loans	(1,115,000)
Pro-forma Borrowings as at 31 March 2019	**19,905,463**

3. Related party borrowings

Pro-forma Related party borrowings reflects the aggregate impact of the conversion into shares to settle the QuickFee US Shareholder Loan Agreements as follows:

	$
Related party borrowings as at 31 March 2019	**2,000,000**
Less: Conversion of $800,000 QuickFee US Shareholder Loan Agreements to 4,000,000 ordinary shares	(1,200,000)
Less: Reclassification of the Wingate Loan to Borrowings	(400,000)
Less: Repayment of related party borrowings in QuickFee AU	(800,000)
Pro-forma Related party borrowings as at 31 March 2019	**–**

4. Issued capital

Pro-forma Issued capital reflects the common control transaction under common control adjustment, the net impact of the issue of shares under the Public Offer, less transaction costs, issue of shares upon the conversion of the Seed Loan Agreements and QuickFee US Shareholder Loan Agreements, issue of shares as under the terms of the QuickFee US Acquisition and QuickFee AU Acquisition, and issue of shares to brokers, as follows:

	NO. OF SHARES	$
Issued capital as at 31 March 2019		**3,260,925**
Business combination under common control adjustment	1	(3,260,924)
Add: Issue of shares under the Public Offer	67,500,000	13,500,000
Less: transaction costs	–	(923,215)
Add: Conversion of $1,600,000 Seed Loan Agreements to 16,000,000 ordinary shares	16,000,000	1,600,000
Add: Conversion of $1,200,000 QuickFee US Shareholder Loan Agreements to 6,000,000 ordinary shares	6,000,000	1,200,000
Add: Issue of shares under QuickFee US Acquisition	26,250,000	5,250,000
Add: Issue of shares under QuickFee AU Acquisition	24,000,000	4,800,000
Add: Issue of Broker Shares*	800,000	160,000
Pro-forma Issued capital as at 31 March 2019	**140,550,001**	**25,586,786**

* Broker Shares were valued at $160,000 (or $0.20 per share) by an independent third-party.

5. Share based payment reserve

Pro-forma Share based payment reserve reflects the proposed issue of options and performance rights, as follows:

	NO. OF OPTIONS/ RIGHTS	$
Share based payment reserve as at 31 March 2019	**–**	**–**
Add: Issue of Executive Options	3,000,000	120,584
Add: Issue of Performance Rights	5,851,370	1,170,274
Add: Issue of Broker Options	3,000,000	268,741
Pro-forma Share based payment reserve as at 31 March 2019	**11,851,370**	**1,559,599**

09 Financial Information

The table below summarises the key assumptions used in the valuation of the Executive Options, the Performance Rights and the Broker Options, which were valued by an independent third-party:

	EXECUTIVE OPTIONS[1]			PERFOR-MANCE RIGHTS[2]	BROKER OPTIONS[3]		
	TRANCHE 1	**TRANCHE 2**	**TRANCHE 3**		**TRANCHE 1**	**TRANCHE 2**	**TRANCHE 3**
Underlying asset price	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20
Risk-free rate	1.848%	1.848%	1.848%	1.892%	1.816%	1.816%	1.816%
Volatility	82%	82%	82%	82%	82%	82%	82%
Exercise price	$0.30	$0.40	$0.50	Nil	$0.20	$0.30	$0.40
Time to maturity (years)	4.00	4.00	4.00	2.00	3.00	3.00	3.00
Fair value per security	$0.1037	$0.0913	$0.0818	$0.2000	$0.1071	$0.0877	$0.0740

Notes:

1. Refer to Section 13.3 for the terms of the Executive Options, including the terms on which each tranche will vest.
2. Refer to Section 13.5 for the terms of the Performance Rights, including the terms on which they will vest.
3. Refer to Section 13.4 for the terms of the Broker Options, including the terms on which each will vest.

6. Deferred consideration reserve

Pro-forma Deferred consideration reserve reflects the valuation of the 9,148,630 Deferred Consideration Shares as part of the QuickFee US Acquisition (refer to Section 12.2.2).

The table below summarises the key assumptions used in the valuation of the Deferred Consideration Shares, which are to be issued upon satisfaction of the milestones set out in Section 12.2.2 and were valued by an independent third-party at $1,829,726:

	DEFERRED CONSIDERATION SHARES
Underlying asset price	$0.20
Risk-free rate	2.097%
Volatility	82%
Exercise price	Nil
Time to maturity (years)	2.00
Fair value per security	$0.2000

9.4.2 Pro-forma Combined Statement of Profit or Loss and Other Comprehensive Income

	STATUTORY	STATUTORY	STATUTORY	COMBINED STATUTORY		PRO-FORMA
NINE-MONTH PERIOD ENDED 31 MARCH 2019	**QUICKFEE US**	**QUICKFEE US***	**QUICKFEE AU**	**QUICKFEE BUSINESS**	**PRO-FORMA ADJUST-MENTS**	**QUICKFEE BUSINESS**
Revenue						
Interest revenue	374,677	527,714	2,779,937	3,307,651	–	3,307,651
Fees revenue	336,553	474,018	411,571	885,589	–	885,589
Other revenue	–	–	131,478	131,478	–	131,478
Expenses						
General and administration	(492,201)	(693,241)	(576,678)	(1,269,919)	(428,741)	(1,698,660)
Employee benefits	(526,775)	(741,936)	(883,080)	(1,625,016)	(1,290,858)	(2,915,874)
Depreciation	(5,363)	(7,554)	–	(7,554)	–	(7,554)
Finance costs	(204,155)	(287,542)	(1,028,368)	(1,315,910)	–	(1,315,910)
Loss before income tax expense	**(517,264)**	**(728,541)**	**834,860**	**106,319**	**(1,719,599)**	**(1,613,280)**
Income tax expense	–	–	(231,737)	(231,737)	–	(231,737)
Loss after income tax expense	**(517,264)**	**(728,541)**	**603,123**	**(125,418)**	**(1,719,599)**	**(1,845,017)**
Other comprehensive income	31,782	44,763	–	44,763	–	44,763
Total comprehensive income	**(485,559)**	**(683,778)**	**603,123**	**(80,655)**	**(1,719,599)**	**(1,800,253)**

* At exchange rate of A$/US$ of 0.71.

The pro-forma adjustments included in the preparation of the Pro-forma Combined Statement of Profit or Loss and Other Comprehensive Income summarise the impact of the expenditure arising from the issue of shares, options, and rights. Further details are provided in Sections 9.2.1 and 9.4.1.

09 Financial Information

9.4.3 Pro-forma Combined Statement of Cash Flows

	STATUTORY	STATUTORY	STATUTORY	COMBINED STATUTORY		PRO-FORMA
NINE-MONTH PERIOD ENDED 31 MARCH 2019	**QUICKFEE US**	**QUICKFEE US***	**QUICKFEE AU**	**QUICKFEE BUSINESS**	**PRO-FORMA ADJUST-MENTS**	**QUICKFEE BUSINESS**
Cash flows from operating activities						
Receipts from customers (inclusive of GST)	531,526	748,628	3,214,454	3,963,082	–	3,963,082
Payments to suppliers (inclusive of GST)	(2,390,120)	(3,366,366)	(2,297,171)	(5,663,537)	–	(5,663,537)
Finance costs paid	(204,155)	(287,542)	(1,028,368)	(1,315,910)	–	(1,315,910)
Income tax paid	–	–	(167,903)	(167,903)	–	(167,903)
Net cash used in operating activities	**(2,062,749)**	**(2,905,280)**	**(278,988)**	**(3,184,268)**	**–**	**(3,184,268)**
Cash flows from investing activities						
Payments as part of QuickFee AU Acquisition	–	–	–	–	(3,200,000)	(3,200,000)
Payments for plant and equipment	(9,255)	(13,035)	(2,184)	(15,219)	–	(15,219)
Net cash used in investing activities	**(9,255)**	**(13,035)**	**(2,184)**	**(15,219)**	**(3,200,000)**	**(3,215,219)**
Cash flows from financing activities						
Proceeds from issue of shares	–	–	120,000	120,000	13,500,000	13,620,000
Proceeds from borrowings	2,078,268	2,927,138	643,544	3,570,682	–	3,570,682
Repayments of borrowings	–	–	(400,000)	(400,000)	(1,915,000)	(2,315,000)
Payment for capital raising costs	(366,917)	(516,785)		(516,785)	(923,215)	(1,440,000)
Dividends paid	–	–	(580,000)	(580,000)	–	(580,000)
Net cash from financing activities	**1,711,351**	**2,410,353**	**(216,456)**	**2,193,897**	**10,661,785**	**12,855,682**
Net increase/(decrease) in cash and cash equivalents	**(360,653)**	**(507,962)**	**(497,628)**	**(1,005,590)**	**7,461,785**	**6,456,195**
Cash and cash equivalents at the beginning of the financial year	2,177,232	3,066,524	1,239,144	4,305,668	–	4,305,668
Cash and cash equivalents at the end of the financial year	**1,816,579**	**2,558,562**	**741,516**	**3,300,078**	**7,461,785**	**10,761,863**

* At exchange rate of A$/US$ of 0.71.

The pro-forma adjustments included in the preparation of the Pro-forma Combined Statement of Cash Flows summarise the impact of the cash proceeds from the Offer, less payments of transaction costs and other services, payments as part of the QuickFee AU Acquisition and repayments of borrowings. Further details are provided in Sections 9.2.1 and 9.4.1.

9.5 DIVIDEND POLICY

The Company does not expect to declare any dividends after the completion of this Offer. Any future determination as to the payment of dividends by the Company will be at the discretion of the Board and will depend on the availability of distributable earnings and operating results and financial condition of the Company, future capital requirements and general business and other factors considered relevant by the Board. No assurance in relation to the payment of dividends or franking credits attaching to dividends can be given by the Company.

9.6 FORECAST FINANCIAL INFORMATION

The Directors have considered the matters set out in ASIC Regulatory Guide 170 and believe that they do not have a reasonable basis to forecast future earnings beyond expected listing date on the basis that the operations of the Company are inherently uncertain. Any forecast or projection information would contain such a broad range of potential outcomes and possibilities that it is not possible to prepare a reliable best estimate forecast or projection.

9.7 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The following is a summary of significant accounting policies adopted by the Company in the preparation and presentation of the Financial Information. This includes current accounting policies and significant accounting policies relevant to the Company for the near future. The accounting policies have been consistently applied, unless otherwise stated.

9.7.1 New or amended Accounting Standards and Interpretations adopted

The Company has adopted all of the new, revised or amending Accounting Standards and Interpretations issued by IASB that are mandatory for the current reporting period.

The Company has also early adopted IFRS 15 – Revenue from Contracts with Customers and IFRS 9 – Financial Instruments from 1 July 2018. The impact of these standards has been discussed in detail below.

IFRS 15 – Revenue from Contracts with Customers (IFRS 15)

The Company has adopted IFRS 15 as issued in May 2014 with the date of initial application being 1 July 2016 for QuickFee AU and 1 July 2018 for QuickFee US. In accordance with the transition provisions in IFRS 15 the standard has been applied using the modified retrospective approach. On this basis there were no changes to the net asset position of the Company as reported in the Financial Information.

IFRS 15 supersedes IAS 18 – Revenue, and IAS 11 Construction Contracts and related interpretations and it applies to all revenue arising from contracts with customers, unless these contracts are in scope of other standards. The new standard establishes a five-step model to account for revenue arising from contracts with customers. Under IFRS 15 Revenue is recognised at an amount that reflects the consideration to which an entity expects to be entitled in exchange for transferring goods or services to a customer.

At the respective application dates noted above, all material contracts were assessed by the Company and it was determined that the adoption of IFRS 15 had no significant impact on the Company. The updated accounting policy for revenue has been disclosed below.

IFRS 9 – Financial Instruments (IFRS 9)

The Company has adopted IFRS 9 as issued in July 2014 with the date of initial application being 1 July 2016 for QuickFee AU and 1 July 2018 for QuickFee US. In accordance with the transitional provisions in IFRS 9, comparative figures have not been restated. IFRS 9 replaces IAS 39 Financial Instruments: Recognition and Measurement (**IAS 39**), bringing together all three aspects of the accounting for financial instruments: clarification and measurement; impairment; and hedge accounting. The accounting policies have been updated to reflect the application of IFRS 9 below.

CLASS OF FINANCIAL INSTRUMENT PRESENTED IN THE STATEMENT OF FINANCIAL POSITION	ORIGINAL MEASUREMENT CATEGORY UNDER IAS 39 (I.E. PRIOR TO 1 JULY 2016 FOR QUICKFEE AU AND 1 JULY 2018 FOR QUICKFEE US)	NEW MEASUREMENT CATEGORY UNDER IFRS 9 (I.E. FROM 1 JULY 2016 FOR QUICKFEE AU AND 1 JULY 2018 FOR QUICKFEE US)
Cash and cash equivalents	Loans and receivables at amortised costs	Financial assets at amortised cost
Trade and other receivables	Loans and receivables at amortised cost	Financial assets at amortised cost
Trade and other payables	Financial liability at amortised cost	Financial liability at amortised cost
Loans and borrowings	Financial liability at amortised cost	Financial liability at amortised cost

The change in classification has not resulted in any re-measurement adjustments at 1 July 2018.

09 Financial Information

Impairment of financial assets

In relation to the financial assets carried at amortised cost, IFRS 9 requires an expected credit loss model to be applied as opposed to an incurred credit loss model under IAS 39. The expected credit loss model requires the Company to account for expected credit losses and changes in those expected credit losses at each reporting date to reflect changes in credit risk since initial recognition of the financial asset. IFRS 9 requires the Company to measure the loss allowance at an amount equal to lifetime expected credit loss ("ECL") if the credit risk on the instrument has increased significantly since initial recognition. If the credit risk on the financial instrument has not increased significantly since initial recognition the Company is required to measure the loss allowance for that financial instrument at an amount equal to the ECL within the next 12 months.

At 1 July 2018, the Company reviewed and assessed the existing financial assets for impairment using reasonable and supportable information. In accordance with IFRS 9, where the Combined Entity concluded that it would require undue cost and effort to determine the credit risk of a financial asset on initial recognition, the Combined Entity recognises lifetime ECL. The result of the assessment is as follows;

ITEMS EXISTING AT 1 JULY 2016 THAT ARE SUBJECT TO THE IMPAIRMENT PROVISIONS OF AASB 9	CREDIT RISK ATTRIBUTES
Cash and cash equivalents	All bank balances are assessed to have low credit risk at each reporting date as they are held with reputable financial institutions.
Trade receivables	The Combined Entity applied the simplified approach and concluded that the lifetime ECL would be negligible on receivable balances not already provided for and therefore no loss allowance was required at 1 July 2018.

9.7.2 Revenue recognition

The core principle of IFRS 15 is that revenue is recognised on a basis that reflects the transfer of promised goods or services to customers at an amount that reflects the consideration the Combined Entity expects to receive in exchange for those goods or services.

Revenue is recognised by applying a five-step process outlined in IFRS 15 which is as follows:

(a) Step 1: Identify the contract with a customer;

(b) Step 2: Identify the performance obligations in the contract and determine at what point they are satisfied;

(c) Step 3: Determine the transaction price;

(d) Step 4: Allocate the transaction price to the performance obligations; and

(e) Step 5: Recognise revenue as the performance obligations are satisfied.

Following the adoption of IFRS 15, on 1 July 2016 for QuickFee AU and 1 July 2018 for QuickFee US, the Company's revenue recognition accounting policy is that: The performance obligation for revenue recognition is satisfied over the life of the loans granted by the Company to its customers. Interest revenue and application fee revenue is therefore recognised over the life of the loan agreement. The majority of the Company's loans are for a period of 12 months or less.

9.7.3 Income tax

The income tax expense or benefit for the period is the tax payable on that period's taxable income based on the applicable income tax rate for each jurisdiction, adjusted by the changes in deferred tax assets and liabilities attributable to temporary differences, unused tax losses and the adjustment recognised for prior periods, where applicable.

Deferred tax assets and liabilities are recognised for temporary differences at the tax rates expected to be applied when the assets are recovered or liabilities are settled, based on those tax rates that are enacted or substantively enacted, except for:

(a) When the deferred income tax asset or liability arises from the initial recognition of goodwill or an asset or liability in a transaction that is not a business combination and that, at the time of the transaction, affects neither the accounting nor taxable profits; or

(b) When the taxable temporary difference is associated with interests in subsidiaries, associates or joint ventures, and the timing of the reversal can be controlled and it is probable that the temporary difference will not reverse in the foreseeable future.

Deferred tax assets are recognised for deductible temporary differences and unused tax losses only if it is probable that future taxable amounts will be available to utilise those temporary differences and losses.

The carrying amount of recognised and unrecognised deferred tax assets are reviewed at each reporting date. Deferred tax assets recognised are reduced to the extent that it is no longer probable that future taxable profits will be available for the carrying amount to be recovered. Previously unrecognised deferred tax assets are recognised to the extent that it is probable that there are future taxable profits available to recover the asset.

Deferred tax assets and liabilities are offset only where there is a legally enforceable right to offset current tax assets against current tax liabilities and deferred tax assets against deferred tax liabilities; and they relate to the same taxable authority on either the same taxable entity or different taxable entities which intend to settle simultaneously.

9.7.4 Cash and cash equivalents

Cash and cash equivalents include cash on hand, deposits held at call with financial institutions, other short-term, highly liquid investments with original maturities of three months or less that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value.

9.7.5 Trade and other receivables

Trade receivables are initially recognised at fair value and subsequently measured at amortised cost using the effective interest method, less any provision for impairment. Trade receivables are generally due for settlement within 30 days.

Collectability of trade receivables is reviewed on an ongoing basis. Debts which are known to be uncollectable are written off by reducing the carrying amount directly.

A provision for impairment of trade receivables is raised based on the application of the expected credit loss model under IFRS 9, which requires the Company to account for expected credit losses and changes in those expected credit losses at each reporting date to reflect changes in credit risk since initial recognition of the financial asset. The Company measures the loss allowance at an amount equal to lifetime ECL if the credit risk on the trade receivable has increased significantly since initial recognition. If the credit risk on the trade receivable has not increased significantly since initial recognition the Company is required to measure the loss allowance for that financial instrument at an amount equal to the ECL within the next 12 months.

Other receivables are recognised at amortised cost, less any provision for impairment.

9.7.6 Borrowings

Loans and borrowings are initially recognised at the fair value of the consideration received, net of transaction costs. They are subsequently measured at amortised cost using the effective interest method.

Where there is an unconditional right to defer settlement of the liability for at least 12 months after the reporting date, the loans or borrowings are classified as non-current.

09 Financial Information

9.7.7 Finance costs

Finance costs attributed to loans and borrowings are capitalised as part of the asset and amortised over the life of the loan. All other finance costs are expensed in the period in which they are incurred.

9.7.8 Issued capital

Ordinary shares are classified as equity.

Incremental costs directly attributable to the issue of new shares or options are shown in equity as a deduction, net of tax, from the proceeds.

9.7.9 Goods and Services Tax ('GST') and other similar taxes

Revenues, expenses and assets are recognised net of the amount of associated GST, unless the GST incurred is not recoverable from the tax authority. In this case it is recognised as part of the cost of the acquisition of the asset or as part of the expense.

Receivables and payables are stated inclusive of the amount of GST receivable or payable. The net amount of GST recoverable from, or payable to, the tax authority is included in other receivables or other payables in the statement of financial position.

Cash flows are presented on a gross basis. The GST components of cash flows arising from investing or financing activities which are recoverable from, or payable to the tax authority, are presented as operating cash flows.

Commitments and contingencies are disclosed net of the amount of GST recoverable from, or payable to, the tax authority.

9.7.10 Critical accounting judgements, estimates and assumptions

The preparation of the financial statements requires management to make judgements, estimates and assumptions that affect the reported amounts in the financial statements. Management continually evaluates its judgements and estimates in relation to assets, liabilities, contingent liabilities, revenue and expenses. Management bases its judgements, estimates and assumptions on historical experience and on other various factors, including expectations of future events, management believes to be reasonable under the circumstances. The resulting accounting judgements and estimates will seldom equal the related actual results. The judgements, estimates and assumptions that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities (refer to the respective notes) within the next financial year are discussed below.

(a) Provision for impairment of receivables: the provision for impairment of receivables assessment requires a degree of estimation and judgement. The level of provision is assessed by taking into account the change in credit risk, the recent sales experience, the ageing of receivables, historical collection rates and specific knowledge of the individual debtor's financial position.

(b) Recovery of deferred tax assets: deferred tax assets are recognised for deductible temporary differences only if the Combined Entity considers it is probable that future taxable amounts will be available to utilise those temporary differences and losses. No Deferred tax balances have been recognised in the Financial Information.

(c) Classification of convertible note: convertible notes entered into by the Combined Entity can either be classified as a liability or equity. Significant judgment is involved to determine the appropriate accounting treatment in the financial statements.

9.7.11 Contingent assets and liabilities

The Company did not have any contingent assets or liabilities at each reporting dates presented in the Financial Information.



10

Risk Factors

10 Risk Factors

10.1 INTRODUCTION

The Shares offered under this Prospectus are considered highly speculative. An investment in the Company is not risk free, and the Directors strongly recommend potential investors to consider the risk factors described in Section 5 of this Prospectus in addition to those listed below, together with information contained elsewhere in this Prospectus, before deciding whether to apply for Shares and to consult their professional advisers before deciding whether to apply for Shares pursuant to this Prospectus.

There are specific risks which relate directly to the Company's business. In addition, there are other general risks, many of which are largely beyond the control of the Company and the Directors. The risks identified in this section, or other risk factors, may have a material impact on the financial performance of the Company and the market price of the Shares.

The following is not intended to be an exhaustive list of the risk factors to which the Company is exposed.

10.2 COMPANY-SPECIFIC RISKS

(a) Contractual Risk

Completion of the Acquisitions is subject to the fulfilment of certain conditions precedent. The ability of the Company to achieve its stated objectives will depend on the performance by the parties of their obligations under the Acquisition Agreements. If any party defaults in the performance of their obligations, it may be necessary for the Company to approach a court to seek a legal remedy, which can be costly.

If, for any reason, the Acquisition Agreements are breached by any party, the Acquisitions may not proceed in which case the Company will need to evaluate its future strategy. In the event that the Acquisitions do not proceed, the Company will not issue any Shares under this Prospectus and will return investment funds to Applicants.

(b) Concentration of Ownership and Dilution risk

The Company currently has 1 Share on issue and will issue the Shares set out below immediately prior to listing:

	SHARES	% UNDILUTED
Current	1	0%
Public Offer	67,500,000	48%
QuickFee AU Acquisition	24,000,000	17%
QuickFee US Acquisition	26,250,000	19%
Seed Loan Agreements	16,000,000	11%
QuickFee US Shareholder Loans	6,000,000	4%
Broker Shares	800,000	1%

Given their respective interests in QuickFee US, QuickFee AU and the QuickFee US Shareholder Loans, Bruce Coombes (and his controlled entities) and Derida will hold a total of 40,360,001 Shares (being 28.72% of the issued Shares on completion of the Offers).

Assuming all Performance Rights convert into Shares, all Options are exercised, the Deferred Consideration Shares are issued and no other Shares are issued in the Company, the number of Shares on issue will increase by 21,000,000 and the Shares issued under the Public Offer will represent approximately 42% of the issued capital of the Company. Of these Shares, Bruce Coombes (and his controlled entities) and Derida will hold an additional 10,318,904 Shares resulting in them holding 31.37% of the issued Shares on a fully diluted basis.

Some investors may consider that this concentration of ownership increases the risk of participating in the Public Offer.

(c) Client and Firm Credit Risk

There is a risk of potential failure of Clients or Firms to meet their obligations at the appropriate time with respect to loans granted to them. The Company will seek to monitor and manage counterparty risk through internal controls and protocols, including the Credit Policy.

If Clients do not pay the principal, interest and fees owing under their loan contract, or Firms do not pay these costs in their place in accordance with the Membership Agreement, the Company may experience a decrease in revenue, increase in expenses (including an increase In impairment expenses and an increase in funding costs), and/or decrease in operating cash flows received, which may have a material effect on the QuickFee Business and financial condition of the Company. This is equally the case with respect to loans granted to Firms under the Disbursement Funding or Family Law Funding arrangements.

Three main drivers for why a Client or Firm may not repay their financial obligations include:

(i) a deterioration in that Client or Firm's financial performance (including the business experiencing financial difficulty, insolvency or reduced cash flow), or the Client or Firm prioritising other financial payments ahead of their payments to the Company;

(ii) a general economic slow-down resulting in a deterioration of the financial performance of the Client or Firm and a resulting inability to pay;

(iii) failure by the Company to assess appropriately which Clients and Firms can and will repay their obligations and as a consequence, money has been lent to Clients or Firms who have not repaid, and who do not have the capacity to repay, their loans.

In addition, it may not be economical to pursue repayment of some loans through legal claims even where the Company has rights against the borrower or their guarantor(s) due to the amount outstanding on a particular loan.

This risk is mitigated through Firms guaranteeing repayment of the principal loaned in full should a Client fail to do so. However, Firms are also subject to repayment risk in the same manner as Clients.

(d) Company Financing Risk

A loss of, or adverse impact to one or more of the Company's funding sources (including GCI under the QuickFee US Note Issue Deed and Lease Collateral under the QuickFee AU Facility Agreement), could limit the Company's ability to write new loans or to write new loans on favourable terms. This includes an inability to extend or refinance expiring facilities, an inability to set up new funding platforms to fund growth in loans, or an increase in funding costs which reduces the Company's revenues or cash flow. This risk is mitigated by the $5.8 million in Loan Funding from the proposed Capital Raising, which will be used to grow the lending book of the Company supplementing debt facilities for loan book growth.

The Company's finance facilities are not hedged against fluctuations in interest rates. An increase in the interest rates charged cannot be passed onto the existing loan portfolio due to the interest rate being fixed on Client and Firm loans. As a result, an increase in the Interest rate for the Company's existing unhedged funding or funding which may be unhedged in the future, may impact the QuickFee Business and financial position of the Company. Interest payable under the QuickFee US Note Issue Deed is benchmarked against LIBOR. There is an intention to discontinue the use of LIBOR after 2021, which could require that the QuickFee US Note Issue Deed requires variation in the future to benchmark against a different standard.

There is a risk that events of default under the QuickFee US Note Issue Deed or QuickFee AU Facility Agreement may impact the profitability, financial position and prospects of the Company. An event of default may arise from, amongst other things, a breach by the Company or its subsidiaries of Its origination, or servicing obligations or may arise from credit related factors, such as a deterioration in the credit quality or performance of the loans granted to Clients and Firms. Any such event could have a number of impacts, depending on the severity of the event concerned, primarily through limiting the Company's ability to draw down further funds under those agreements.

There is also a risk that the Company not be able to extend its financing facilities (when due for extension) and/or may not be able do so on favourable terms. The Company may not be able to introduce new facilities or funding arrangements. Any or all of these risks could Impact the Company's ability to refinance existing loans, write new loans or write new loans on competitive terms.

The Company will also be required to use its own capital to fund a portion of loans to Clients and Firms. The Company's ability to fund these obligations is determined by prevailing equity market conditions. If the Company is unable to fund these obligations through cash and equity, its access to capital may be restricted, which would impact the Company's ability to originate new loans, resulting in a materially adverse impact on the Company's business, operating and financial performance and growth. However, this risk is mitigated by the Company's intention to allocate $5.8 million of the funds raised under the Public Offer to the building of its loan book.

10 Risk Factors

(e) Failure to Execute Growth Strategies

The Company plans to achieve high rates of growth by executing Its strategies, which include achieving a high level of repeat rates from existing Firms and further penetration and activation of its distribution network. There is no guarantee that all or any of the Company's growth strategies will be successfully implemented, deliver the expected returns or ultimately be profitable. There is also a risk that the growth strategies may be subjected to unexpected delays and additional implementation costs.

The primary revenue source of the QuickFee Business is through the provision of finance to Clients for payment of Firm invoices. Even if the Company is successful in marketing the QuickFee Business to Firms, there can be no guarantee that Clients will take loans from QuickFee. A lower than expected uptake of loans by Clients may have a negative impact on the Company's performance and Share price.

The Company may also fail to adopt and execute growth strategies that will enable it to successfully maintain or improve its product offering and match any change in customer preferences. Failure to do so could result in Clients and Firms choosing competitors for their requirements, which could have a materially adverse impact on the Company's business, operating and financial performance and/or growth.

As a fast growing company, any change to the Company's ability to achieve any or all of its growth strategies, or the market's perception of the Company's ability to deliver growth to Shareholders, is likely to have a significant adverse impact on the Company's share price.

(f) US Regulatory Risk

The commercial lending sector in the USA is regulated on a State by State basis. QuickFee US's loan contract designates California as the state law that governs the transaction. US States fall into two categories:

(i) States where the law does not generally apply to or regulate commercial non-real estate lending, either through licensing or substantive restrictions (**Permissive States**); and

(ii) States where there may be a licensing law or interest rate limitation applicable to business-purpose loans (**Choice-of-Law States**) such that enforcement of the California choice-of-law clause has enhanced importance.

QuickFee US lends in both the Permissive States and the Choice-of-Law States with a California choice-of-law clause. Of the Choice-of-Law States, only three have a State high court decision upholding a choice-of-law naming another state as the governing law in a commercial loan agreement.

If a Court of competent jurisdiction determines in a final non-appealable order that the rate of interest payable exceeds the highest rate of interest permissible under law, the rate of interest shall be equal to the maximum lawful rate.

Should QuickFee US be required to seek enforcement of a loan that has not been repaid, QuickFee US would generally seek to sue delinquent borrowers in California Courts. There is some risk that a State high court could decline to enforce a governing law clause in a commercial loan agreement or that the terms of loans granted by QuickFee US are on terms that are not permitted in certain US States. Refer to Section 7.8.2 for further details.

In particular, QuickFee US is subject to legal requirements that are imposed on a State by State basis. This could increase the costs to QuickFee US of ensuring that it remains compliant with all relevant State regulatory requirements. QuickFee US may be subject to regulatory changes which may adversely affect its ability to advance funding. QuickFee US's competitors may also experience favourable regulatory changes to their funding arrangements which could result in increased competition.

(g) Australian Regulatory Risk

The regulatory environment in which QuickFee AU operates is summarised in Section 8.8.1.

The financial services sector in Australia is undergoing a significant period of political and regulatory scrutiny and expected regulatory change. Future changes to law or regulation, or potential changes to law or regulation which oblige industry participants to proactively change their business models, alter their funding arrangements or change their pricing disclosure could have a material adverse effect on the Company's business, financial position, operating and financial performance, and/or growth.

There are a number of current regulatory developments that could impact the Company, including:

(i) Banking Royal Commission (**Commission**) into Australia's banking, superannuation and financial services sectors. Whilst the terms of reference for the Commission do not explicitly cover the Company, the Company may be indirectly impacted by the Commission's findings if a policy response to these findings Is implemented.

(ii) ASIC has released a report regarding Credit for Small Business. Among its recommendations, the report suggests that legislative change should occur to impose more specific requirements for entities assessing a customer's ability to repay a loan when that customer is a small business. QuickFee AU currently undertakes a detailed review of its customers' ability to repay as part of its own protection against instances of loan default. In the event that legislation was introduced to impose minimum standards on lenders assessing the abilities of small business to repay loans, it is likely that the Company's current processes would require some minor adjustments to satisfy these standards. The report also considers the risk to guarantors of loans to small businesses. In the context of QuickFee AU, guarantors are Firms or their directors or partners. If alterations are made to the legislation to provide further protections to guarantors or require more detailed disclosures, QuickFee AU may have to extend its credit assessment processes to the individuals, as well as the Firm itself.

(iii) In the future, protections, similar to the kind provided to consumers under the National Consumer Credit Protection Act, may be extended to include small businesses. If this were to occur, QuickFee AU may need to implement further policies and procedures relating to lending criteria and/or adjust its product pricing.

(iv) Legislation that commenced on 1 July 2018 limiting the ability of creditors to exercise rights (including to demand payment and enforce security) as a result of certain insolvency and related processes occurring in respect its customers could impact the timing of recoveries by QuickFee AU from insolvent Clients and Firms (including guarantors).

In addition to the above, under the ASIC Act, the Australian consumer law has been extended to cover 'standard form' contracts, under which small businesses do not have an opportunity to negotiate terms. For loan contracts, the ASIC Act generally cover small business loans of up to $1 million. The ASIC Act deals with terms on standard form contracts that are considered unfair to small businesses.

If a term of a contract is deemed to be unfair, the orders the Court can make include orders:

(i) declaring all or part of a contract to be void;

(ii) varying a contract;

(iii) refusing to enforce some or all of the terms of a contract or arrangement;

(iv) directing a party to refund money or return property to the small business affected; and

(v) directing a party to provide services to the small business affected at the party's expense.

With respect to QuickFee AU, the unfair contracts law applies equally to both Clients and Firms. QuickFee AU has considered the terms on which loans are made and is of the view that it is not currently in contravention of the unfair contracts law In the event that any provision of QuickFee AU's loan contracts is deemed to be unfair, QuickFee AU may not be entitled to enforce the loan contract, may be required to refund money to Clients and Firms or the contract may be varied such that the terms are less beneficial to QuickFee AU.

QuickFee AU's financiers may also be subject to regulatory changes which may adversely affect their ability to advance funding, increase the cost of funding, or increase the amount of capital they need to hold to advance that funding.

QuickFee AU may change the way it explains the cost of its financing products due to regulatory changes. This may include being required to disclose an annual percentage rate, or a similar standardised rate. Such changes in QuickFee AU's loan contracts or other documentation may have a materially adverse effect on the perception of borrowers of the cost of QuickFee AU's products relative to other financial products which may have a material adverse effect on QuickFee AU's business, financial condition, operating and financial performance, and/or growth.

10 Risk Factors

(h) Competition Risk

There are various companies providing services similar to QuickFee AU within the Australian market. If any of these competitors obtain access to greater capital than QuickFee AU, or debt facilities on terms more favourable than the QuickFee AU Facility Agreement (or any other facilities QuickFee AU has in place from time to time), these competitors may be able to offer more favourable terms to Clients and Firms. This may result in a loss of customers by QuickFee AU, which would have a negative impact on QuickFee AU's performance. While Firms warrant to QuickFee AU that they will not seek similar services from other solution providers for so long as amounts remain outstanding under loans to their Clients, that warranty will be difficult to enforce in practice given that QuickFee AU will not have sufficient information to determine whether another fee financing solution is in place.

Large finance providers in both Australia and USA maintain broad market presence and economies of scale not accessible for smaller players such as the Company. If a larger, better funded company markets or creates a comparable product at a lower price point, this could negatively impact the Company's growth in the US market or could diminish the Company's market share in the Australian market.

QuickFee US is targeting a new segment within the US professional services market, which introduces unknowns, such as potential downward impacts to expected interest rates, retention rates, and firm adoption. QuickFee US may also not have accurately forecasted demand for its product in this market segment, given the unknowns of new market segments. Given that QuickFee US is not aware of any competitors in the US market, QuickFee US does not currently impose any exclusivity arrangements on Firms in USA, which may limit the first mover advantage of QuickFee US. However, QuickFee US intends to incorporate similar exclusivity provisions to the QuickFee AU business in the future.

The Company will need to continue to differentiate itself on the fee financing front over time. It may prove difficult for the Company to establish itself as a well-known brand in the competitive financing space, and the product may be in a market where customers will not have brand loyalty. If competitors develop equal or better platforms and products, or competitors with existing platforms in Australia seek to enter the US market, the Company may be forced to compete on a pricing basis, which could negatively affect its revenue.

(i) Reliance on key management

The responsibility of overseeing the day-to-day operations and the strategic management of the Company depends substantially on its senior management and its key personnel. There can be no assurance given that there will be no detrimental impact on the Company if one or more of these employees cease their employment.

(j) International operations

The Company will operate in Australia and the US, and may do business in other international jurisdictions at a later date.

The Company's operations could therefore be subject to a number of risks inherent in global operations, including political and economic instability in foreign markets, inconsistent product regulation by foreign agencies or governments, imposition of product tariffs and burdens, cost of complying with a wide variety of international regulatory requirements, risks stemming from the Company's lack of local business experience in specific foreign countries, foreign currency fluctuations, difficulty in enforcing intellectual property rights, foreign taxes, and language and other cultural barriers.

Additionally, operating an international business with a sales force managed from Australia and the US and with distributorships and sales in a number of legal jurisdictions will necessarily require substantial input from a variety of legal counsel and expose the Company to legal costs that may be disproportionately high relative to its revenues, and will be incurred regardless of whether the Company derives revenues from a given jurisdiction or at all.

(k) Acquisitions

The Company's growth strategy may involve finding and consummating acquisitions in areas complimentary to the QuickFee Business. The Company may not be successful in identifying and acquiring suitable acquisition targets at acceptable cost. Further, acquisitions may require additional funding on acceptable terms, which may or may not be available at the relevant time. The Company will experience competition in making acquisitions from larger companies with significantly greater resources.

(l) QuickFee Platform Licence

The software underpinning the QuickFee Platform is licenced from Red Planet Software Pty Ltd (ABN 52 104 371 280) (**Red Planet**). The licence agreement may be terminated by Red Planet without cause on giving 30 days' notice or with immediate effect in case of breach (refer to Section 12.4.1 for a summary of these arrangements). In the event the licences are terminated, the Company will need to seek alternative arrangements for operation of the QuickFee Platform, which may not be available or may only be available on uncommercial terms. Termination of the licence has the potential to have a material adverse impact on the Company's operations.

(m) Protection of Intellectual Property Rights

The commercial value of the Company's intellectual property assets is dependent on any relevant legal protections. These legal mechanisms, however, do not guarantee that the intellectual property will be protected or that the Company's competitive position will be maintained. No assurance can be given that employees or third parties will not breach confidentiality agreements, infringe or misappropriate the Company's intellectual property or commercially sensitive information, or that competitors will not be able to produce non-infringing competitive products. Competition in retaining and sustaining protection of technologies and the complex nature of technologies can lead to expensive and lengthy disputes for which there can be no guaranteed outcome. There can be no assurance that any intellectual property which the Company (or entities it deals with) may have an interest in now or in the future will afford the Company commercially significant protection of technologies, or that any of the projects that may arise from technologies will have commercial applications.

It is possible that third parties may assert intellectual property infringement, unfair competition or like claims against the Company under copyright, trade secret, patent, or other laws. While the Company is not aware of any claims of this nature in relation to any of the intellectual property rights in which it has or will acquire an interest, such claims, if made, may harm, directly or indirectly, the Company's business. If the Company is forced to defend claims of intellectual property infringement, whether they are with or without merit or are determined in the Company's favour, the costs of such litigation may be potentially significant and may divert management's attention from normal commercial operations.

(n) Rapid growth risk

The Company aims to experience rapid growth in the scope of its operating activities which may expand operations in new jurisdictions. This growth is anticipated to result in an increased level of responsibility where if unable to be managed, will result in not being able to take advantage of market opportunities and execute its business plan or respond to competitive pressure.

(o) Strategies

There are no limits on strategies that the Company may pursue. The strategy discussed in this Prospectus may evolve over time due to, among other things, market developments and trends, technical challenges, the emergence of new or enhanced technology, changing regulation and/or industry practice, and otherwise in the Company's sole discretion. As a result, the strategy, approaches, markets and products described in this Prospectus may not reflect the strategies, approaches, markets and products relevant to, or pursued by, the Company at a later date.

10.3 INDUSTRY RISKS

(a) Product liability

As with all products, there is no assurance that unforeseen adverse events or defects will not arise in the Company's products. Adverse events could expose the Company to product liability claims or litigation, resulting in the removal of regulatory approval for the relevant products and/or monetary damages being awarded against the Company. In such event, the Company's liability may exceed the Company's insurance coverage, if any.

(b) Disputes

The activities of the Company may result in disputes with third parties, including, without limitation, the Company's investors, competitors, regulators, partners, distributors, customers, directors, officers and employees, and service providers. The Company may incur substantial costs in connection with such disputes.

Further, a change in strategy may involve material and as yet unanticipated risks, as well as a high degree of risk, including a higher degree of risk than the Company's strategy in place as of the date hereof.

(c) Loss of Customers

QuickFee AU and QuickFee US have established important customer relationships through development of their businesses to date. The loss of one or more customers through termination or expiry of contracts may adversely affect the operating results of the Company.

(d) Litigation

The Company is exposed to possible litigation risks including, but not limited to, intellectual property ownership disputes, contractual claims, environmental claims, occupational health and safety claims and employee claims. Further, the Company may be involved in disputes with other parties in the future which may result in litigation. Any such claim or dispute if proven, may impact adversely on the Company's operations, financial performance and financial position. The Company is not currently engaged in any litigation.

10 Risk Factors

(e) Data loss, theft or corruption

The Company will store data in its own systems and networks and also with a variety of third party service providers. Exploitation or hacking of any of the Company's systems or networks could lead to corruption, theft or loss of the data which could have a material adverse effect on the Company's business, financial condition and results. Further, if the Company's systems, networks or technology are subject to any type of 'cyber' crime, its technology may be perceived as unsecure which may lead to a decrease in the number of customers.

The Company has not been hacked, but it is possible that the Company may experience negative publicity if their systems are able to be hacked at some point in the future.

(f) Foreign exchange

The Company will be operating in a variety of jurisdictions, including the United States of America and Australia, and as such, expects to generate revenue and incur costs and expenses in US dollars. Consequently, movements in currency exchange rates may adversely or beneficially affect the Company's results or operations and cash flows. For example, the appreciation or depreciation of the US dollar relative to the Australian dollar would result in a foreign currency loss or gain. Any depreciation of currencies in foreign jurisdictions in which the Company operates may result in lower than anticipated revenue, profit and earnings of the Company.

(g) Insurance coverage

The Company faces various risks in conducting its business and may lack adequate insurance coverage or may not have the relevant insurance coverage. The Company proposes to arrange and maintain insurance coverage for its employees, as well as directors and officers liability insurance, however it does not currently propose to arrange and maintain business interruption insurance or insurance against claims for certain property damage. The Company will need to review its insurance requirements periodically. If the Company incurs substantial losses or liabilities and its insurance coverage is unavailable or inadequate to cover such losses or liabilities, the Company's financial position and financial performance may be adversely affected. Investors should note that the Company currently has no insurance policies in place in respect of its business or assets. The Company intends to insure its operations in accordance with industry practice (including obtaining credit insurance if commercially acceptable terms are available) once the Company's operations are of a sufficient magnitude. The occurrence of an event that is not covered or fully covered by insurance could have a material adverse effect on the business, financial condition and results of the Company.

(h) Additional requirements for capital

The Company's capital requirements depend on numerous factors. Depending on the Company's ability to generate income from its operations, the Company may require further financing in addition to amounts raised under the Offer. Any additional equity financing will dilute shareholdings, and debt financing, if available, may involve restrictions on financing and operating activities. If the Company is unable to obtain additional financing as needed, it may be required to reduce the scope of its operations and scale back its development and research programmes as the case may be. There is however no guarantee that the Company will be able to secure any additional funding or be able to secure funding on terms favourable to the Company.

(i) Shareholder dilution

In the future, the Company may elect to issue Shares or other securities. While the Company will be subject to the constraints of the ASX Listing Rules regarding the issue of Shares or other securities, Shareholders may be diluted as a result of issues of Shares or other securities. Further, on the exercise of Broker Options (issued under the Everblu Mandate) into Shares, Shareholders will be further diluted.

(j) Liquidity Risk

On Settlement, the Company proposes to issue Shares that will be subject to either ASX imposed or voluntary escrow (refer to Section 8.11 for further details).

Based on the capital structure of the Company following completion of the Acquisitions (assuming no further Shares are issued or Options exercised), the Company expects that the Shares subject to escrow will equate to approximately 31% of the issued Share capital on an undiluted basis. This could be considered an increased liquidity risk as a large portion of issued capital may not be able to be traded freely for a period of time.

10.4 GENERAL RISKS

(a) Economic conditions and other global or national issues

General economic conditions, laws relating to taxation, new legislation, trade barriers, movements in interest and inflation rates, currency exchange controls and rates, national and international political circumstances (including wars, terrorist acts, sabotage, subversive activities, security operations, labour unrest, civil disorder, and states of emergency), natural disasters (including fires, earthquakes and floods), and quarantine restrictions, epidemics and pandemics, may have an adverse effect on the Company's operations.

(b) Market conditions

Share market conditions may affect the value of the Company's quoted securities regardless of the Company's operating performance. Share market conditions are affected by many factors such as:

(i) general economic outlook;

(ii) introduction of tax reform or other new legislation;

(iii) interest rates and inflation rates;

(iv) changes in investor sentiment toward particular market sectors;

(v) the demand for, and supply of, capital; and

(vi) terrorism or other hostilities.

The market price of securities can fall as well as rise and may be subject to varied and unpredictable influences on the market for equities in general and technology or defence stocks in particular. Neither the Company nor the Directors warrant the future performance of the Company or any return on an investment in the Company.

Further, the value of the Shares may fluctuate more sharply than that of other securities, given the low per Share pricing of the Shares under the Prospectus, and the fact that investment in the Company is highly speculative.

(c) Price of Shares

As a publicly-listed company on ASX, the Company will be subject to general market risk that is inherent in all securities listed on a stock exchange. This may result in fluctuations in its Share price. The price at which Shares are quoted on ASX may increase or decrease due to a number of factors. These factors may cause the Shares to trade at prices below the Offer price. There is no assurance that the price of the Shares will increase or not decrease following the commencement of quotation on ASX, even if the Company's earnings increase.

Further, after the end of the relevant escrow periods affecting Shares in the Company, a significant sale of then tradeable Shares (or the market perception that such a sale might occur) could have an adverse effect on the Company's Share price. Please refer to Section 8.11 for further details on the Shares likely to be classified by the ASX as restricted securities.

(d) Taxation risk

The acquisition and disposal of Shares will have tax consequences for investors, which will vary depending on the individual financial affairs of each investor. All potential investors in the Company are urged to obtain independent professional taxation and financial advice about the consequences of acquiring and disposing of Shares from a taxation viewpoint and generally.

(e) Investment speculative

The risk factors set out in this Prospectus ought not to be taken as exhaustive of the risks faced by the Company or by investors in the Company. These factors, and others not specifically referred to above, may in the future materially affect the financial performance of the Company and the value of the Shares offered under this Prospectus.

Therefore, the Shares to be issued pursuant to this Prospectus carry no guarantee with respect to the payment of dividends, returns of capital or the market value of those Shares.

Potential investors should consider that the investment in the Company is highly speculative and should consult their professional advisers before deciding whether to apply for Shares pursuant to this Prospectus.



11

Board, Key Management and Corporate Governance

11 Board, Key Management and Corporate Governance

11.1 DIRECTORS AND COMPANY SECRETARY



Barry Lewin – MBA, B.Com, LLB

Non-Executive Chairman

Barry is the Founder and Managing Director of Melbourne based corporate advisory firm SLM Corporate, and has significant experience advising public and private companies on transaction structuring, debt and equity issues, mergers, acquisitions, business sales and all aspects of corporate governance. Prior to establishing SLM Corporate in 1999, Barry spent twelve years as an in-house counsel, including at international resources company North Limited where he served as general counsel and company secretary.

Barry is currently also the non-executive Chairman of ASX-listed Praemium Limited and Elmo Software Limited, and has had previous experience as a Director of ASX-listed Senetas Corporation Limited (1999-2001) and Clean TeQ Holdings Limited (2007-2011), where he also served as Chairman of the Audit Committee. He has degrees in Commerce and Law and holds an MBA from Swinburne University, Melbourne.



Bruce Coombes – B.Bus UTS, Member – AICPA

Managing Director

Bruce has spent his entire career within or providing solutions to the accounting profession. Previously a partner in the accounting firm, Macquarie Partners (now part of Deloitte) Bruce introduced outsourcing as a solution for Australian accounting firms. The business he created, Accountants Resourcing, was ultimately acquired by a major financial institution. Bruce is a founder of both QuickFee AU and QuickFee US.

Bruce started QuickFee AU 10 years ago and has overseen the growth of that the business to the point where it currently lends over $35m per annum and is profitable. Bruce leads a team in the USA with the objective of replicating the success of the business model used in Australia in the much larger US market.

Bruce does not currently hold any other public company directorships.



Dale Smorgon – B.Com (Monash University)

Non-Executive Director

Dale Smorgon has held senior executive positions in a range of companies throughout the past 20 years, including 10+ years with Inmatrix, acquired in 2010 by SunGard Data Systems (now FIS) in the technology sector, delivering credit risk analytics and software solutions to major financial institutions and professional firms both within Australia and the USA.

Dale has been a director of QuickFee AU since 1 June 2012 and provides his experience and important strategic direction to the business.

Dale is currently the Chief Executive Officer of Innovative Retail Pty Ltd, which delivers premium family entertainment experiences within shopping malls.

Dale does not currently hold any other public company directorships.



Phillip Hains – MBA, CA

Company Secretary

Phillip Hains is a Chartered Accountant operating a public practice, 'The CFO Solution' specialising in the listed public company sector. A specialist in the public company environment, Phillip has served the needs of a number of company boards and their related committees. Phillip has over 20 years' experience in providing businesses with company secretarial, compliance and general management services. Phillip holds a Master of Business Administration from RMIT and a Public Practice Certificate.

11 Board, Key Management and Corporate Governance

11.2 KEY MANAGEMENT

None of the parties set out below have been involved in the preparation of this Prospectus.



James Drummond – CPA

Chief Operating Officer and Chief Financial Officer

James has responsibility for treasury and loan management together with all operational aspects of the Company. He is responsible for banking relationships, human resources, accounting, reporting and ensuring the US companies comply with all statutory and corporate obligations. James was previously the general manager of the outsourcing business founded by Bruce Coombes servicing accounting firms, and he has significant experience in the provision of services to accounting firms. He is a qualified CPA.

11.3 MANAGEMENT AND CONSULTANTS

The Company is aware of the need to have sufficient management to properly supervise its operations, expansion and research and development, and the Board will continually monitor the Company's management capabilities to ensure they are fully adequate. The Board will look to appoint additional management and/or consultants when and where appropriate to ensure proper management oversight of the Company's activities.

11.4 DIRECTOR REMUNERATION

For each of the Directors, the proposed annual remuneration is set out in the table below.

DIRECTOR	REMUNERATION[1]
Barry Lewin[2]	$100,000
Bruce Coombes[3]	$350,000
Dale Smorgon[4]	$65,000

Notes:

1. Excludes statutory superannuation for Bruce Coombes but includes statutory superannuation for Barry Lewin and Dale Smorgon. The agreements the Company has entered into with the incoming Directors are set out in Section 12.5.1 and 12.5.3.
2. Prior to his appointment of Chairman on 1 May 2019 from which date fees commenced accruing and being paid, the Company entered into a mandate letter with SLM Corporate, pursuant to which SLM Corporate agreed to provide prospectus due diligence services, advice, guidance and oversight. Barry Lewin is the Managing Director of SLM Corporate, which was paid an aggregate $160,000 throughout the 8 month term of this mandate, which is no longer in force.
3. In addition to his salary, which will commence being paid upon completion of the Acquisitions, Bruce Coombes will be granted 3,000,000 Executive Options, the terms and conditions of which are summarised in Section 13.3. Entities controlled by Bruce Coombes also:
   (a) loaned a sum of $400,000 to the Company, the terms of which are summarised in Section 12.1.2 and which are to be converted into Shares at an issue price of $0.20 per Share immediately prior to listing; and
   (b) loaned a sum of $400,000 to QuickFee AU to finance the Family Law Funding activities of QuickFee AU, the terms of which are summarised in Section 12.1.3 and which are to be repaid by the Company on or before 31 December 2019.
4. Director fees payable to Dale Smorgon will commence being paid upon completion of the Acquisitions. Dale Smorgon, a Non-Executive Director of the Company, holds 25% of the issued capital in, and is a director of, Derida Pty Ltd (**Derida**). Derida is a trustee company for the Derida Trust, a discretionary trust in which Dale Smorgon is a beneficiary. Derida has also:
   (a) loaned a sum of $400,000 to the Company, the terms of which are summarised in Section 12.1.2 and which are to be converted into Shares at an issue price of $0.20 per Share immediately prior to listing; and
   (b) loaned a sum of $400,000 to QuickFee AU to finance the Family Law Funding activities of QuickFee AU, the terms of which are summarised in Section 12.1.3 and which are to be repaid by the Company on or before 31 December 2019.

11.5 DIRECTOR INTERESTS IN SECURITIES

Directors are not required under the Company's current constitution to hold any Shares to be eligible to act as a director.

Details of the Directors' relevant interest in the Securities of the Company upon completion of the Offers are set out in the table below (assuming Minimum Subscription and that each of the Directors do not take up Shares under the Public Offer):

DIRECTOR	SHARES	OPTIONS	DEFERRED CONSIDERATION SHARES	% (UNDILUTED)	% (FULLY DILUTED)
Barry Lewin[1]	791,000	Nil	Nil	3.75%	3.26%
Bruce Coombes[2]	20,180,001	3,000,000	3,659,452	14.36%	16.61%
Dale Smorgon[3]	20,180,000	Nil	3,659,452	14.36%	14.76%

Notes:

1. Barry Lewin will apply for 791,000 Shares under the Public Offer.
2. Bruce Coombes is a director and majority shareholder of both Jamada Holdings Pty Ltd and Bonec Pty Ltd. This includes Shares to be issued in consideration for the QuickFee AU Acquisition, QuickFee US Acquisition and upon conversion under the QuickFee US Shareholder Loan Agreements.
3. Dale Smorgon is a 25% shareholder in, and director of, Derida Pty Ltd. Derida Pty Ltd is trustee of the Derida Trust, a discretionary trust of which Dale Smorgon is a beneficiary. This includes Shares to be issued in consideration for the QuickFee AU Acquisition, QuickFee US Acquisition and upon conversion under the QuickFee US Shareholder Loan Agreements.

11.6 ASX CORPORATE GOVERNANCE COUNCIL PRINCIPLES AND RECOMMENDATIONS

The Company has adopted comprehensive systems of control and accountability as the basis for the administration of corporate governance. The Board is committed to administering the policies and procedures with openness and integrity, pursuing the true spirit of corporate governance commensurate with the Company's needs.

To the extent applicable, the Company has adopted *The Corporate Governance Principles and Recommendations (3rd Edition)* as published by ASX Corporate Governance Council (**Recommendations**).

In light of the Company's size and nature, the Board considers that the current board is a cost effective and practical method of directing and managing the Company. As the Company's activities develop in size, nature and scope, the size of the Board and the implementation of additional corporate governance policies and structures will be reviewed.

The Company's main corporate governance policies and practices as at the date of this Prospectus are outlined below and the Company's full Corporate Governance Plan is available in a dedicated corporate governance information section on the Company's website www.quickfee.com.

Board of directors

The Board is responsible for corporate governance of the Company. The Board develops strategies for the Company, reviews strategic objectives and monitors performance against those objectives. The goals of the corporate governance processes are to:

(a) maintain and increase Shareholder value;

(b) ensure a prudential and ethical basis for the Company's conduct and activities; and

(c) ensure compliance with the Company's legal and regulatory objectives.

Consistent with these goals, the Board assumes the following responsibilities:

(a) developing initiatives for profit and asset growth;

(b) reviewing the corporate, commercial and financial performance of the Company on a regular basis;

(c) acting on behalf of, and being accountable to, the Shareholders; and

(d) identifying business risks and implementing actions to manage those risks and corporate systems to assure quality.

The Company is committed to the circulation of relevant materials to Directors in a timely manner to facilitate Directors' participation in the Board discussions on a fully-informed basis.

11 Board, Key Management and Corporate Governance

Composition of the Board

Election of Board members is substantially the province of the Shareholders in general meeting.

Identification and management of risk

The Board's collective experience will enable accurate identification of the principal risks that may affect the Company's business. Key operational risks and their management will be recurring items for deliberation at Board meetings.

Ethical standards

The Board is committed to the establishment and maintenance of appropriate ethical standards.

Independent professional advice

Subject to the Chairman's approval (not to be unreasonably withheld), the Directors, at the Company's expense, may obtain independent professional advice on issues arising in the course of their duties.

Remuneration arrangements

The remuneration of an executive Director will be decided by the Board, without the affected executive Director participating in that decision-making process.

In accordance with the Constitution, the total maximum remuneration of non-executive Directors is initially set by the Board and subsequent variation is by ordinary resolution of Shareholders in general meeting in accordance with the Constitution, the Corporations Act and the ASX Listing Rules, as applicable. The determination of non-executive Directors' remuneration within that maximum will be made by the Board having regard to the inputs and value to the Company of the respective contributions by each non-executive Director. The current amount has been set at an amount not to exceed $400,000 per annum.

In addition, a Director may be paid fees or other amounts (i.e. subject to any necessary Shareholder approval, non-cash performance incentives such as Options) as the Directors determine where a Director performs special duties or otherwise performs services outside the scope of the ordinary duties of a Director.

Directors are also entitled to be paid reasonable travelling, hotel and other expenses incurred by them respectively in or about the performance of their duties as Directors.

The Board reviews and approves the remuneration policy to enable the Company to attract and retain executives and Directors who will create value for Shareholders having regard to the amount considered to be commensurate for a company of its size and level of activity as well as the relevant Directors' time, commitment and responsibility. The Board is also responsible for reviewing any employee incentive and equity-based plans including the appropriateness of performance hurdles and total payments proposed.

Trading policy

The Board has adopted a policy that sets out the guidelines on the sale and purchase of securities in the Company by its key management personnel (i.e. Directors and, if applicable, any employees reporting directly to the managing director). The policy generally provides that the written acknowledgement of the Chair (in the case of Directors), the Managing Director (in the case of the Chairman and other key management personnel) or Board (in all cases) must be obtained prior to trading.

External audit

The Company in general meetings is responsible for the appointment of the external auditors of the Company, and the Board from time to time will review the scope, performance and fees of those external auditors.

Audit committee

The Company will not have a separate audit committee until such time as the Board is of a sufficient size and structure, and the Company's operations are of a sufficient magnitude for a separate committee to be of benefit to the Company. In the meantime, the full Board will carry out the duties that would ordinarily be assigned to that committee under the written terms of reference for that committee, including but not limited to, monitoring and reviewing any matters of significance affecting financial reporting and compliance, the integrity of the financial reporting of the Company, the Company's internal financial control system and risk management systems and the external audit function.

Diversity policy

The Board has adopted a diversity policy which provides a framework for the Company to achieve, amongst other things, a diverse and skilled workforce, a workplace culture characterised by inclusive practices and behaviours for the benefit of all staff, improved employment and career development opportunities for women and a work environment that values and utilises the contributions of employees with diverse backgrounds, experiences and perspectives.

11.7 DEPARTURES FROM RECOMMENDATIONS

Following admission to the Official List of ASX, the Company will be required to report any departures from the Recommendations in its annual financial report.

The Company's compliance and departures from the Recommendations as at the date of this Prospectus will be announced upon its admission to the Official List of ASX.



12

Material Contracts

12 Material Contracts

12.1 CAPITAL RAISING AGREEMENTS

12.1.1 Underwriting Agreement

The Company has entered into an underwriting agreement (**Underwriting Agreement**) with Bell Potter (**Underwriter** or **Bell Potter**), pursuant to which Bell Potter has agreed to underwrite the Public Offer, the material terms and conditions of which are summarised below:

Fees and Expenses	The Company must pay Bell Potter out of the proceeds of the Public Offer in immediately available funds: (a) (**Underwriting Fee**) an underwriting fee of 3.00% of the proceeds raised under the Offer; and (b) (**Management Fee**) a management fee of 2.00% of the proceeds raised under the Offer. The Company has also agreed to reimburse Bell Potter for expenses reasonably incurred in respect of the Public Offer (including legal fees), which shall be capped at $30,000. Any single expenditure item in excess of $2,000 shall be subject to prior approval from the Company.
Termination Events Not Subject to Materiality	Bell Potter may terminate the Underwriting Agreement, at any time after the date of the Underwriting Agreement by notice to the other parties if any of the following events occur: (a) a statement in the Prospectus or related offering documents is misleading or deceptive or is likely to mislead or deceive, or a matter required to be included is omitted from the relevant document; (b) there occurs a new circumstance that arises after the Prospectus is lodged, that would have been required to be included in the Prospectus if it had arisen before lodgement (as applicable), that is materially adverse from the point of view of an investor; (c) the Company, in the reasonable opinion of Bell Potter, is required under section 719(1) of the Corporations Act to lodge a supplementary prospectus or the Company lodges a supplementary prospectus in a form and substance that has not been approved by Bell Potter; (d) at any time the S&P/ASX All Ordinaries Index falls to a level that is 90% or less of the level as at the close of trading on the day immediately prior to the date of the Underwriting Agreement and closes at or below that 90% level on 2 consecutive Business Days prior to the issue of Shares under the Public Offer (**Settlement Date**), or on the Business Day immediately prior to the Settlement Date; (e) any of the restriction agreements required by ASX are varied, terminated, rescinded, altered or amended, breached or failed to be complied with; (f) any of the Acquisition Agreements are varied, terminated, rescinded, altered or amended, breached or failed to be complied with (except with the prior written consent of Bell Potter), or are or becomes void or voidable, or do not otherwise complete in accordance with the terms of the Acquisition Agreements and as described in the Prospectus; (g) approval is refused or not granted prior to the Settlement Date, or approval is granted subject to conditions other than customary conditions or conditions satisfactory to Bell Potter, to: (i) the Company's admission to the official list of ASX on or before the shortfall notification date; or (ii) the quotation of the Company's Shares on ASX or for the Company's Shares to be traded through CHESS on or before listing; or if granted, the approval is subsequently withdrawn, qualified (other than by customary conditions or conditions satisfactory to Bell Potter) or withheld; (h) any of the following notifications are made in respect of the Offer: (i) ASIC issues an order (including an interim order) under section 739 or of the Corporations Act and any such inquiry or hearing is not withdrawn within 2 Business Days or if it is made within 3 Business Days of the Settlement Date, it has not been withdrawn by the day before the Settlement Date;

12 Material Contracts

Termination Events Not Subject to Materiality continued

(ii) ASIC holds a hearing under section 739(2) of the Corporations Act;

(iii) an application is made by ASIC for an order under Part 9.5 of the Corporations Act in relation to the Offer, the Prospectus or a related offering document or ASIC commences any investigation or hearing under Part 3 of the ASIC Act in relation to the Offer, the Prospectus or a related offering document and any such application inquiry or hearing is not withdrawn within 2 Business Days or if it is made within 3 Business Days of the Settlement Date, it has not been withdrawn by the day before the Settlement Date;

(iv) any person who has previously consented to the inclusion of its name in the Prospectus (other than Bell Potter) withdraws that consent; or

(v) any person gives a notice under section 730 of the Corporations Act in relation to the Prospectus (other than Bell Potter);

(i) the Company withdraws the Prospectus or the Offer or any circumstance arises after lodgement of the Prospectus with ASIC that results in the Company either repaying any money received from applicants under the Offer or offering applicants under the Offer an opportunity to withdraw their application for Shares and be repaid their application monies;

(j) an event specified in the timetable up to and including the Settlement Date is delayed by more than 2 Business Days (other than any delay agreed between the Company and Bell Potter);

(k) the Company is prevented from issuing the Shares within the time required by the Prospectus or a related offering document, the Listing Rules, by applicable laws, an order of a court of competent jurisdiction or a Governmental Authority;

(l) there are not, or there ceases to be, reasonable grounds for any statement or estimate in the Prospectus or a related offering document which relate to a future matter or any statement or estimate in the Prospectus or a related offering document which relate to a future matter is unlikely to be met in the projected timeframe (including in each case financial forecasts);

(m) except as disclosed in the Prospectus or a related offering document or as provided in any of the Acquisition Agreements, the Company, QuickFee AU, QuickFee US or any of their related bodies corporate:

(i) alters their issued capital; or

(ii) disposes or attempts to dispose of a substantial part of their business or property,

without the prior written consent of Bell Potter;

(n) any of the following occurs:

(i) a director of the Company, QuickFee AU, QuickFee US or any of their related bodies corporate is charged with an indictable offence;

(ii) any director of the Company, QuickFee AU, QuickFee US or any of their related bodies corporate is disqualified from managing a corporation under Part 2D.6;

(iii) the commencement of material legal proceedings against the Company, QuickFee AU, QuickFee US or any of their related bodies corporate or any of their directors in their capacity as a director; or

(iv) any regulatory body commences any inquiry against the Company, QuickFee AU, QuickFee US or any of their related bodies corporate;

(o) the Company, QuickFee AU, QuickFee US or any of their related bodies corporate becomes insolvent, or there is an act or omission which is likely to result in the Company, QuickFee AU, QuickFee US or any of their related bodies corporate becoming insolvent;

(p) the Company varies any term of its constitution without the prior written consent of Bell Potter;

(q) if the Prospectus or a related offering document or any aspect of the Offer does not comply with the Corporations Act, the Listing Rules, or any other applicable law or regulation; or

(r) there is a change to the board of directors of the Company, the chief executive officer of the Company or chief financial officer of the Company.

Termination Events Subject to Materiality

Bell Potter may terminate the Underwriting Agreement without cost or liability to Bell Potter if any of the following events occur and Bell Potter has reasonable grounds to believe the event:

(a) has, or is likely to have, a materially adverse effect on the success or outcome of the Public Offer, the ability of Bell Potter to settle the Public Offer, the subsequent market for the Shares or the condition, trading or financial position, performance, profits and losses, results, business or operations of the Company; or

(b) will, or is likely to, give rise to a contravention by Bell Potter of, or Bell Potter being involved in a contravention of, any applicable law or regulation, including the Corporations Act, or a liability of Bell Potter under any applicable law or regulation,

and includes any change, effect or development that causes a reduction in the pro forma net assets of the Group by $170,000 or more:

(c) if a regulatory body withdraws, revokes or amends any regulatory approvals required for the Company to perform its obligations under the Underwriting Agreement, such that the Company is rendered unable to perform its obligations under the Underwriting Agreement;

(d) a statement in any public and other media statements made by, or on behalf of and with the knowledge and consent of, the Company, QuickFee AU, QuickFee US or any of their related bodies corporate in relation to the business or affairs of the Company, QuickFee AU, QuickFee US or any of their related bodies corporate or the Offer, is or becomes misleading or deceptive or is likely to mislead or deceive (including by omission);

(e) the Due Diligence Report or any of the Acquisition due diligence reports referred to in the Underwriting Agreement is, or becomes, false, misleading or deceptive, including by way of omission;

(f) an event occurs which is, or is likely to give rise to:

  (i) an adverse change in the assets, liabilities, financial position or performance, profits, losses or prospects of the Company, QuickFee AU, QuickFee US or any of their related bodies corporate from those disclosed in the Prospectus lodged with ASIC on the date of this Prospectus; or

  (ii) an adverse change in the nature of the business conducted by the Company, QuickFee AU, QuickFee US or any of their related bodies corporate as disclosed in the Prospectus lodged with ASIC on the date of this Prospectus;

(g) the Company does not provide a closing certificate as and when required by the Underwriting Agreement or a statement in any closing certificate is false, misleading, inaccurate or untrue or incorrect;

(h) in respect of any one or more of Australia, New Zealand, the United States, Canada, the United Kingdom, Hong Kong, Singapore, the Peoples' Republic of China, Japan, Russia, North Korea, South Korea or any member state of the European Union:

  (i) hostilities not presently existing commence;

  (ii) a major escalation in existing hostilities occurs (whether war is declared or not);

  (iii) a declaration is made of a national emergency or war; or

  (iv) a major terrorist act is perpetrated;

12 Material Contracts

Termination Events Subject to Materiality continued

(i) if any of the obligations of the relevant parties under any of the material contracts (other than the restriction agreements and Acquisition Agreements) are not capable of being performed in accordance with their terms (in the reasonable opinion of Bell Potter) or if all or any part of any material contract:

  (i) is terminated, withdrawn, rescinded, avoided or repudiated;

  (ii) is altered, amended or varied without the consent of Bell Potter;

  (iii) is breached, or there is a failure by a party to comply;

  (iv) ceases to have effect, otherwise than in accordance with its terms; or

  (v) is or becomes void, voidable, illegal, invalid or unenforceable (other than by reason only of a party waiving any of its rights) or capable of being terminated, withdrawn, rescinded, avoided or withdrawn or of limited force and affect, or its performance is or becomes illegal;

(j) there is introduced, or there is a public announcement of a proposal to introduce, a new law or regulation or government policy in Australia (excluding a policy of the Reserve Bank of Australia), other than a law or policy which has been announced before the date of the Underwriting Agreement;

(k) there is a contravention by a Group Member of the Corporations Act, the *Competition and Consumer Act 2010* (Cth), the ASIC Act, its constitution or other constituent document, the Listing Rules or any other applicable law or regulation;

(l) a representation or warranty contained in the Underwriting Agreement on the part of the Company, QuickFee AU and QuickFee US is breached, becomes not true or correct or is not performed;

(m) the Company, QuickFee AU and QuickFee US defaults on one or more of its undertakings or obligations under Underwriting Agreement;

(n) any information supplied (including information supplied prior to the date of the Underwriting Agreement) by or on behalf of the Company, QuickFee AU and QuickFee US to Bell Potter in respect of the Offer or the Company, QuickFee AU, QuickFee US or any of their related bodies corporate is, or is found to be, misleading or deceptive, or likely to mislead or deceive (including by omission);

(o) any of the following occurs:

  (i) a general moratorium on commercial banking activities in Australia, New Zealand, Singapore, Hong Kong, the United Kingdom, the United States or any other member state of the European Union is declared by the relevant central banking authority in those countries, or there is a disruption for longer than one Business Day in commercial banking or security settlement or clearance services in any of those countries;

  (ii) any adverse effect on the financial markets in Australia, New Zealand, Singapore, Hong Kong, the United Kingdom, the United States or any other member state of the European Union, or in foreign exchange rates or any development involving a prospective change or break up in political, financial or economic conditions in any of those countries; or

  (iii) trading in all securities quoted or listed on ASX, the London Stock Exchange, Hong Kong Stock Exchange, the Stock Exchange of Singapore or the New York Stock Exchange is suspended for at least 1 day (or a substantial part of 1 day) on which that exchange is open for trading; or

(p) any of the Company, QuickFee AU and QuickFee US or any of their directors or officers (as those terms are defined in the Corporations Act) engage, or have been alleged by a Governmental Authority to have engaged since the date of the Underwriting Agreement, in any fraudulent conduct or activity whether or not in connection with the Offer.

Conditions, Warranties, Undertaking and Other Terms	The Underwriting Agreement contains certain standard representations, warranties and undertakings by the Company as well as common conditions precedent, including the receipt by the Underwriter of the final, signed due diligence report and ASX indicating that it will grant permission for quotation of the Shares on ASX. The representations and warranties given by the Company relate to matters such as conduct of the Company, power and authorisations, information provided by the Company, information in this Prospectus and compliance with applicable laws and regulations. The Company also provides additional representations and warranties in connection with the business and affairs of the Company, QuickFee AU and QuickFee US. The Company's undertakings include that it will not, until 120 days after listing, issue (or agree to issue) or indicate in any way that it may or will issue or agree to issue any Shares or other Securities without the prior written consent of Bell Potter. This undertaking is subject to certain exceptions, including any issue made pursuant to this Prospectus, an employee incentive scheme, a non-underwritten dividend investment or a bonus share plan.
Indemnity and Guarantee	Subject to certain exclusions relating to, among other things, fraud, wilful misconduct, recklessness or gross negligence of any indemnified party, the Company agrees to keep Bell Potter and its representatives indemnified from losses suffered by them in connection with the Offers or the appointment of Bell Potter pursuant to the Underwriting Agreement. The Company's obligations under the Underwriting Agreement are guaranteed by QuickFee AU and QuickFee US.

12.1.2 Convertible Loan Agreements

The Company has entered into the following convertible loan agreements:

(a) convertible loan agreements with various lenders pursuant to which the $1,600,000 was loaned to the Company, which will convert into Shares at an issue price of $0.10 per Share (**Seed Loan Agreements**);

(b) and convertible loan agreements with the QuickFee US Shareholders pursuant to which $1,200,000 was loaned to the Company, as follows:

  (i) Bonec Pty Limited (an entity controlled by Bruce Coombes) – $150,000;

  (ii) Jamada Holdings Pty Limited (an entity controlled by Bruce Coombes) – $250,000;

  (iii) Derida (an entity in which Dale Smorgon is a 25% shareholder and is a director) – $400,000; and

  (iv) HTI Management Pty Limited – $400,000

  which will convert into Shares at an issue price of $0.20 per Share prior to the Company being admitted to the Official List (**QuickFee US Shareholder Loan Agreements**),

(together, the **Convertible Loan Agreements**).

The Convertible Loan Agreements otherwise contain terms and conditions including provisions for representations and warranties, events of default and confidentiality considered standard for an agreement of this nature.

12 Material Contracts

12.1.3 QuickFee AU Shareholder Loan Agreements

QuickFee AU has entered into loan agreements with certain of the QuickFee AU Shareholders (or entities associated with the QuickFee AU Shareholders) under which a total of $1,200,000 has been loaned to the Company (**QuickFee AU Loan Agreements**).

The key terms of the AU Loan Agreements are as follows:

Amount	Lenders under the AU Loan Agreements (**Lenders**) have provided loans in the following amounts to QuickFee AU: (a) Derida (a company of which Dale Smorgon is a director) – A$400,000; (b) Carrot Consulting Pty Limited (a company controlled by Bruce Coombes) – A$400,000; and (c) Wingate Direct Investments Pty Limited – A$400,000, (together, the **Principal Outstanding**).
Purpose	The funds provided under the QuickFee AU Loan Agreements are to be applied toward financing loans to Firms for family law matters.
Repayment	QuickFee AU must repay the Principal Amount, all interest accrued and any other amounts owing under the AU Loan Agreement (**Amount Outstanding**) on 31 December 2019.
Interest	Interest is payable by QuickFee AU on the Principal Outstanding at an interest rate of 12% per annum and is payable on the last day of each month prior during the term of the AU Loan Agreements.
Unsecured	QuickFee AU's obligations under the AU Loan Agreements are unsecured.
Events of Default	At the option of the Lender, the amount drawn down on the Convertible Loan becomes immediately convertible on the occurrence of the following key events of default (in addition to other events of default that are customary for an agreement of its kind): (a) the Company fails to pay or repay any amount due by it under the Seed Loan Agreement when due; (b) the Company fails to perform or observe any other material undertaking, obligation or agreement expressed or implied in the AU Loan Agreements and that failure is not, in the reasonable opinion of the Lender, remediable; (c) The failure described in paragraph (b) above is, in the reasonable opinion of the Lender, remediable, and the Company does not remedy the failure within 5 business days, or a longer period determined by the Lender, after receipt by the Company of a notice from the Lender specifying the failure;

The AU Loan Agreements otherwise contain terms and conditions including provisions for representations and warranties, events of default and confidentiality considered standard for an agreement of this nature.

12.2 ACQUISITION AGREEMENTS

12.2.1 QuickFee AU Acquisition Agreement

The Company has entered into a binding acquisition agreement (**QuickFee AU Acquisition Agreement**) to acquire 100% of the issued capital of QuickFee AU held by shareholders in QuickFee AU (**QuickFee AU Acquisition**).

The key terms of the QuickFee AU Acquisition Agreement are as follows:

Consideration	In consideration for the QuickFee AU Acquisition, and subject to the satisfaction or waiver of the conditions precedent, the Company will issue to the shareholders in QuickFee AU: (a) 24,000,000 Shares at settlement; and (b) $3,200,000 in cash at settlement (**QuickFee AU Cash Consideration**).
Conditions Precedent	The QuickFee AU Acquisition is conditional upon satisfaction or waiver of the following conditions precedent: (a) completion of due diligence by the Company on QuickFee AU's business and operations, to the sole satisfaction of the Company; (b) the Company undertaking a capital raising and receiving valid applications for at least $13,500,000 worth of Shares under the capital raising; (c) the parties to the QuickFee US Acquisition Agreement being ready, willing and able to complete; (d) conditional approval being obtained from ASX to admit the securities of the Company to be traded on the ASX (after the Company complies with Chapters 1 and 2 of the ASX Listing Rules) and those conditions being to the reasonable satisfaction of the Company and QuickFee AU; (e) the parties obtaining all necessary regulatory approvals (including ASIC relief) to complete the QuickFee AU Acquisition); and (f) the Company obtaining all requisite shareholder approvals pursuant to the Corporations Act and its constitution to give effect to the transactions contemplated by the QuickFee AU Acquisition Agreement.

The QuickFee AU Acquisition Agreement otherwise contains terms and conditions considered standard for an agreement of this nature.

12 Material Contracts

12.2.2 QuickFee US Acquisition Agreement

The Company has entered into a binding acquisition agreement (**QuickFee US Acquisition Agreement**) to acquire 100% of the issued capital of QuickFee US held by the stockholders in QuickFee US (**QuickFee US Acquisition**).

The key terms of the QuickFee US Acquisition Agreement are as follows:

Consideration	In consideration for the QuickFee US Acquisition, and subject to the satisfaction or waiver of the conditions precedent, the Company will issue to the stockholders in QuickFee US: (a) 26,250,000 Shares at Settlement; and (b) 9,148,630 Shares to be issued as soon as possible following satisfaction of the following milestones: (i) one third (1/3) of the Shares to be issued upon the Company having successfully contracted more than 300 firms (by number) to the QuickFee US service within 24 months following the date the Company is admitted to the Official List (Admission Date), which for the avoidance of doubt includes firms contracted as at the Admission Date; (ii) one third (1/3) of the Shares to be issued upon the Company achieving an aggregate value of currently held loans made to users of the QuickFee US service in excess of USD$6,000,000 within 24 months following the Admission Date; and (iii) one third (1/3) of the Shares to be issued upon the aggregate value of loans made by QuickFee US from the Commencement of QuickFee US's operations exceeding USD$15,000,000 within 24 months following the Admission Date (**QuickFee US Deferred Consideration Shares**).
Conditions Precedent	The QuickFee US Acquisition is conditional upon satisfaction or waiver of the following conditions precedent: (a) completion of due diligence by the Company on QuickFee US's business and operations, to the sole satisfaction of the Company; (b) the Company undertaking a capital raising and receiving valid applications for at least $13,500,000 worth of Shares under the capital raising; (c) the parties to the QuickFee AU Acquisition Agreement being ready, willing and able to complete; (d) conditional approval being obtained from ASX to admit the securities of the Company to be traded on the ASX (after the Company complies with Chapters 1 and 2 of the ASX Listing Rules) and those conditions being to the reasonable satisfaction of the Company and QuickFee US; (e) the parties obtaining all necessary regulatory approvals (including ASIC relief) to complete the QuickFee US Acquisition), including receipt of a waiver of ASX Listing Rules 7.1 and 10.11 for the issue of the Deferred Consideration Shares without the need to obtain Shareholder approval; (f) the Company obtaining all requisite shareholder approvals pursuant to the Corporations Act and its constitution to give effect to the transactions contemplated by the QuickFee US Acquisition Agreement; and (g) ASX approving the terms of the Performance Rights to be issued to Kyle Redding and James Drummond under ASX Listing Rules 6.1 and 6.2.

The QuickFee US Acquisition Agreement otherwise contains terms and conditions considered standard for an agreement of this nature.

12.3 FINANCE AGREEMENTS

12.3.1 QuickFee AU Facility Agreement

QuickFee AU is party to a receivables loan facility agreement (**QuickFee AU Facility Agreement**) with Lease Collateral Pty Ltd (ACN 168 112 472) (**Lease Collateral**) as trustee for the Specialised Finance Warehouse Trust 1 under which Lease Collateral has made a revolving credit facility of up to $20,000,000 available to QuickFee AU.

Lease Collateral is a wholly owned subsidiary of 255 Finance Pty Ltd (**255 Finance**). 255 Finance is a specialist finance company that has been established to provide flexible asset-backed finance to customers across Australia. Backed by the financial strength of a leading Australian financial services group, 255 Finance has brought together experienced staff from leading global financial services companies to provide specialist finance products to commercial customers.

A summary of the material terms and conditions of the QuickFee AU Facility Agreement are set out below:

Receivables Advance	QuickFee AU is entitled during the Availability Period to issue a drawdown notice for an advance from Lease Collateral to originate new loans to Clients to fund Firm invoices and to Firms to fund Disbursements (**Receivables Advance**). QuickFee AU is responsible for funding 10% of the aggregate loans to fund Firm Invoices and 30% of loans to fund Disbursements. QuickFee AU will be responsible for financing 100% of receivables that do not satisfy the eligibility criteria under the QuickFee AU Facility Agreement, which includes financing of family law matters.
Borrowing Base Advance	QuickFee AU is entitled during the Availability Period to issue a drawdown notice for an advance from Lease Collateral to fund its general corporate requirements (**Borrowing Base Advance**). A Borrowing Base Advance is available only where the amount to be drawn, when aggregated with all amounts already drawn (or to be drawn under a drawdown notice) does not exceed the lower of: (a) the Facility Limit; and (b) the amounts financed by Lease Collateral to date under Receivables Advances.
Availability Period	QuickFee AU is entitled to issue drawdown notices until the date that is 12 months following either party issuing a termination notice to the other (**Availability Period**).
Facility Fee	QuickFee AU must pay a facility fee of 1.25% per annum of the Facility Limit, payable monthly on the last day of the calendar month.
Redraw	Any prepayment of principle outstanding under the QuickFee AU Facility Agreement may be redrawn by QuickFee AU.
Facility Limit	The total amount outstanding under the QuickFee AU Facility Agreement must not exceed $20,000,000 (**Facility Limit**).
Security	The amounts outstanding under the QuickFee AU Facility Agreement are secured by a general security deed over all of QuickFee AU's assets and undertakings.
First Right of Refusal	Lease Collateral will have a right of first refusal in the event that QuickFee AU seeks to replace the QuickFee AU Facility Agreement.
Interest	QuickFee AU agrees to pay interest in respect of the amount outstanding under the QuickFee AU Facility Agreement at the rate calculated for each interest period (being the period ended on the last day of each calendar month (**Interest Period**)) as the percentage rate per annum at a rate equal to the "cash rate target" as published by the Reserve Bank of Australia that is effective for the relevant Interest Period plus 3.85%.
Collection Account	All amounts paid to QuickFee AU in respect of loans granted by QuickFee AU (**Collections**) are to be paid into a separate bank account controlled by the Lender (**Collections Account**). The Lender makes weekly payment runs out of the Collections Account to satisfy amounts owing to the Lender, including fees and expenses, interest and any amounts outstanding under the QuickFee AU Facility Agreement. Any excess funds in the account are paid to QuickFee AU.

12 Material Contracts

Events of Default	The following events are events of default (among other events of default considered customary for an agreement of this nature): (a) QuickFee AU fails to pay or repay any required payment within 2 business days of the due date for payment; (b) a breach of an obligation or undertaking under the QuickFee AU Facility Agreement occurs, and if the breach can be remedied, is not remedied to the satisfaction of Lease Collateral within 10 business days; (c) the Security is not or ceases to be valid and enforceable or QuickFee AU breaches the terms, order or an encumbrance is enforced, or becomes enforceable, against any assets of QuickFee AU; or (d) an insolvency event occurs with respect to QuickFee AU. Following an event of default occurring, Lease Collateral will have no obligation provide further finance and will be entitled to declare all moneys owing to be immediately due and payable.

12.3.2 QuickFee US Note Issue Deed

QuickFee US and QuickFee Finance are party to a note issue deed (**QuickFee US Note Issue Deed**) with a nominee of Global Credit Investments Pty Ltd (ACN 604 417 647) (**GCI**), Millennium Trust Co., LLC as custodian for GCI US Holdco 1, LP (**Class A Noteholder**).

GCI is an Australian fixed-income and credit fund manager established in 2015. GCI partners with non-bank lenders (such as specialty finance companies and technology-enabled originators) and provides structured funding facilities that enable its lending partners to grow, while simultaneously generating attractive and stable returns for its investors. GCI seeks originators with a strong track record, the ability to provide rich data and the systems and processes to allow GCI to monitor the performance of the underlying credit it acquires.

A summary of the material terms and conditions of the QuickFee US Note Issue Deed are set out below:

Issue of Notes	QuickFee US is entitled during the Availability Period to issue a drawdown notice to: (a) issue up to 60 notes, each with a face value of US$50,000 to the Class A Noteholder (**Class A Notes**); and (b) issue up to 60 notes, each with a face value of US$12,500 to QuickFee Finance (**Subordinated Notes**), which are to be applied to acquire Eligible Receivables. QuickFee Finance is responsible for funding 20% of the aggregate Eligible Receivables and 100% of receivables that are not considered Eligible Receivables.
Availability Period	QuickFee US is entitled to issue the Class A Notes and Subordinated Notes during the period expiring 1 September 2019 (**Availability Period**). The Class A Noteholder has expressed an intention to extend the Availability Period by 1 year to 1 September 2020, subject to execution of formal documentation.
Facility Limit	The aggregate subscription amount for Class A Notes must not exceed US$3,000,000 unless the Class A Noteholder exercises its option to increase the limit to $5,000,000 (**Facility Limit**). The Company has issued Class A Notes to the value of US$3,000,000 as at the date of the Prospectus and the Class A Noteholder has indicated an intention to increase the Facility Limit to $5,000,000, which remains subject to execution of formal documentation.
Security	The Class A Notes are secured by a general security deed over all of QuickFee US's assets and undertakings.
First Right of Refusal	The Class A Noteholder will have a right of first refusal to fund in respect of the first US$10,000,000 (i.e. an additional US$5,000,000 if the Class A Noteholder elects to increase the Facility Limit to US$5,000,000) of any loans to Clients that are originated by QuickFee Finance.

Limitations on Note Issues	QuickFee US may request the Class A Noteholder subscribe for additional Class A Notes during the Availability Period, subject to: (a) the aggregate subscription amount in any month does not exceed US$250,000 (**Maximum Monthly Call**); and (b) the aggregate subscription amount does not exceed the Facility Limit, provided that if the aggregate subscription amount in any month exceeds the Maximum Monthly Call but does not exceed the Facility Limit, the Class A Noteholder will endeavour to subscribe for such notes that exceeds the Maximum Monthly Call on a best efforts basis and may elect not to subscribe for such further notes in its absolute discretion. The Class A Noteholder may not be requested to subscribe for Class A Notes more than once per month and must be provided with a duly completed subscription notice no later than 5 Business Days prior to the relevant subscription date.
Interest	QuickFee US agrees to pay interest in respect of the Class A Notes at the rate calculated for each interest period (being the period ended on the 11th day of each calendar month (**Payment Date**)) as the percentage rate per annum equal to the aggregate of: (a) the difference between 9% and the LIBOR calculation determined on the date a drawdown notice is issued; and (b) the applicable LIBOR as determined on each date that is 2 Business Days prior to each Payment Date, provided that the minimum rate of interest payable for each interest period will be 9% per annum or, whilst an event of default has occurred and is subsisting, 11% per annum.
Collection Account	All amounts paid to QuickFee US in respect of loans granted by QuickFee US (including Eligible Receivable) (**Collections**) are to be paid into a separate bank account (**Collections Account**) to be allocated in accordance with the QuickFee US Note Issue Deed.
Repayment	On each Payment Date, Collections are to be applied pursuant to an agreed payment waterfall under which: (a) all Collections that are repayment of principal under loans granted (**Principal Collections**) are to be made available (in order of priority) for financing Eligible Receivables, repayment of principal on Class A Notes and repayment of principal on Subordinated Notes; and (b) all Collections that are not repayment of principal under loans granted (**Income Collections**) are to be made available (in order of priority) for payment of QuickFee US expenses (as agreed by CGI), payment of interest on Class A Notes, payment in the same manner as Principal Collections that are unpaid from a previous Payment Date, losses suffered from previous calendar months, charge-offs from previous calendar months, QuickFee US service fees and interest on Subordinated Notes. Where specified amortisation events or events of default occur, the payment waterfall will be varied to direct Collections toward the Class A Noteholder or creditors of QuickFee US.
Maturity Date	QuickFee US agrees to pay to the Class A Noteholder, with respect to each Class A Note: (a) the outstanding invested amount of the Class A Note; and (b) all accrued and unpaid interest in respect of that Class A Note, on expiration of the Availability Period (**Maturity Date**). The Class A Noteholder has expressed an intention to extend the Maturity Date by 2 years to 1 September 2021, subject to execution of formal documentation.

12 Material Contracts

Events of Default	The following events are events of default (among other events of default considered customary for an agreement of this nature): (a) QuickFee US fails to pay or repay any required payment within 2 business days of the due date for payment; (b) a breach of an obligation or undertaking under the QuickFee US Note Issue Deed occurs, and if the breach can be remedied, is not remedied to the satisfaction of the Class A Noteholder within 10 business days (or such other period as may be consented in writing to by the Class A Noteholder); (c) the Security is not or ceases to be valid and enforceable or QuickFee US breaches the terms, order or an encumbrance is enforced, or becomes enforceable, against any assets of QuickFee US; or (d) an insolvency event occurs with respect to QuickFee US or QuickFee Finance. Following an event of default occurring, the Class A Noteholder will have no obligation to subscribe for Class A Notes and will be entitled to declare all moneys owing to be immediately due and payable.
Transfer of Notes	The Class A Notes are freely transferable, and the Subordinated Notes are not transferrable without the prior written approval of the Class A Noteholder.

12.4 OPERATIONAL AGREEMENTS

12.4.1 Licence Agreements

Each of QuickFee AU and QuickFee US (for the purposes of this Section, the **Licensee**) are parties to licence agreements (**Licence Agreements**) with Red Planet Pty Ltd (**Red Planet**) pursuant to which Red Planet licenses to QuickFee AU and QuickFee US the software required to operate the QuickFee Platform (**Software**).

A summary of the material terms and conditions of the Licence Agreements are set out below:

Licence	Red Planet grants to the Licensee a non-exclusive, non-transferable (without the prior written consent of Red Planet) licence to use the Software (**Licence**).
Term	The Licence continues in perpetuity unless terminated in accordance with the Licence Agreement.
Fees	The Licensee has agreed to pay the following licence fee to Red Planet: (a) **QuickFee AU:** A$2,260 per month (plus GST); and (b) **QuickFee US:** US$1,746 per month for the Licence, (together, the **Licence Fee**), which include a maintenance fee and hosting fees. A separate variable installation fee can be charged to QuickFee US under the Licence Agreement for fees accrued by Red Planet for the performance of site setup, customisations, document setup, training, travel and accommodation, data conversion and project management.
Unpaid Fees	Red Planet has the discretion under the Licence Agreement to suspend the supply of software services due to overdue fees.
Termination	The Licence Agreement may be terminated in the following circumstances: (a) by either party with immediate effect by giving written notice to the other party if: (i) the other party breaches a material obligation of the Licence Agreement and fails to remedy such a breach within 30 days of receiving notice requiring it to do so; (ii) a party becomes or threatens to become insolvent; or (iii) the other party plans or enters into any arrangement with its creditors; or (b) by Red Planet if any fees that are due to be paid to Red Planet remain unpaid for a period of 30 days from the supply of an invoice to the Licensee.

Intellectual Property	All rights, title, ownership and interest in and to the Software, together with all copies, modifications, alterations, enhancements or adaptations (**IP**) are the property of, or vest on creation in, Red Planet, without reservation, and the Licensee acknowledges that it has no rights of ownership in the IP.
Assignment	The License may not assign or sub-contract any of its rights and obligations under the Licence Agreement without the prior written consent of Red Planet, however, Red Planet may assign or sub-contract any of its rights and obligations under the Licence Agreement at any time.

12.5 AGREEMENTS WITH DIRECTORS AND MANAGEMENT

12.5.1 Bruce Coombes (Managing Director – the Company)

The Company and Mr Bruce Coombes have entered into an executive services agreement (**ESA**) pursuant to which Mr Coombes is appointed as "Managing Director" of the Company. The material terms of the ESA are as follows:

Remuneration	The Company will pay Mr Coombes a salary of $350,000 per annum (plus superannuation). Mr Coombes' salary will be reviewed annually by the Company. In addition to the salary: (a) the Company may at any time during the term of Mr Coombes' employment, pay to Mr Coombes an annual short term incentive; and (b) the Company will issue 3,000,000 Executive Options to Mr Coombes prior to the Company's admission to the Official List.
Term	Mr Coombes' employment commenced on 1 May 2019 and will continue until the ESA is validly terminated in accordance with its terms.
Termination by Company	The Company may terminate Mr Coombes' employment in the following manner: (a) by giving not less than three (3) months' notice, provided that the Company will be required to pay Mr Coombes the equivalent of 3 months' salary at the end of the notice period or 6 months' salary if the notice period is dispensed with; (b) by giving not less than one (1) month's written notice if at any time Mr Coombes: (i) is or becomes incapacitated by illness or injury of any kind which prevents Mr Coombes from performing his duties for a period of two (2) consecutive months or any periods aggregating two (2) months in any period of 12 months during the term of his employment; (ii) is or becomes of unsound mind or under the control of any committee or officer under any law relating to mental health; (iii) commits any serious or persistent breach of any of the provisions contained in the ESA and the breach is not remedied within 14 days of the receipt of written notice from the Company to Mr Coombes to do so; (iv) in the reasonable opinion of the Board, is absent in, or demonstrates incompetence with regard to the performance of his duties, or is neglectful of any duties under the ESA or otherwise does not perform all duties under the ESA in a satisfactory manner, provided that Mr Coombes: (A) has been counselled on at least three separate occasions of the specific matters complained of by the Board; and (B) after each such occasion has been provided with a reasonable opportunity of at least a month to remedy the specific matters complained of by the Board; (v) commits or becomes guilty of any gross misconduct; or (vi) refuses or neglects to comply with any lawful reasonable direction or order given by the Company which Mr Coombes, after receipt of prior notice, has failed to rectify to the reasonable satisfaction of the Company within 21 business days of receipt of that notice; or

12 Material Contracts

Termination by Company continued	(c) summarily without notice: (i) if at any time Mr Coombes is convicted of any major criminal offence which brings the Company or any of its related bodies corporate into lasting disrepute, by giving notice effective immediately and without payment of any salary other than salary accrued to the date of termination; (ii) if Mr Coombes breaches the Company's internet policy or email policy; or (iii) if Mr Coombes discloses, communicates, uses or misuses price sensitive information without the prior written consent of the Board except to the extent that Mr Coombes is required by law to disclose, communicate or use it.
Termination by Mr Coombes	Mr Coombes may at his sole discretion, terminate the ESA in the following manner: (a) after providing written notice to the Company if at any time the Company commits any serious or persistent breach of any of the provisions contained in the ESA and the breach is not remedied within 28 days of receipt of that notice, by giving notice effective immediately; (b) without cause, by giving notice to the Company that the termination is effective at the end of 3 months; or (c) by resigning employment for Good Reason (as defined under the ESA) which includes the occurrence of a material reduction in remuneration or a material diminution in the responsibilities or powers assigned to Mr Coombes.

The ESA also contains various other terms and conditions that are considered standard for an agreement of this nature.

12.5.2 James Drummond (Chief Operating and Financial Officer)

The Company and Mr James Drummond have entered into an executive services agreement (**ESA**) pursuant to which Mr Drummond is appointed as "Chief Operating and Financial Officer" of the Company. The material terms of the ESA are as follows:

Remuneration	The Company will pay Mr Drummond a salary of US$150,000 per annum. Mr Coombes' salary will be reviewed annually by the Company. The Company will also issue 2,925,685 Performance Rights to Mr Drummond. In addition to the salary and the Performance Rights, the Company may at any time during the term of Mr Drummond's employment, pay to Mr Drummond an annual short term incentive as determined by the Board.
Term	Mr Drummond's employment commences on the date the Company completes the Acquisitions.
Termination	Either party may terminate the ESA with immediate effect by written notice to the other party.

The ESA also contains various other terms and conditions that are considered standard for an agreement of this nature.

12.5.3 Non-Executive Director Appointments

Barry Lewin and Dale Smorgon have entered into appointment letters with the Company to act in the capacity of Non-Executive Chairman and Non-Executive Director respectively. These Directors will receive the remuneration set out in Section 11.4.

12.5.4 Deeds of Indemnity, Insurance and Access

The Company has entered into deeds of indemnity, insurance and access with each of the Directors. Under these deeds, the Company agrees to indemnify each officer to the extent permitted by the Corporations Act against any liability arising as a result of the officer acting as an officer of the Company or a related body corporate (subject to customary exceptions). The Company is also required to maintain insurance policies for the benefit of the relevant officer and must also allow the officers to inspect board papers and other documents provided to the Board in certain circumstances.



13

Additional Information

13 Additional Information

13.1 LITIGATION

As at the date of this Prospectus, neither the Company nor QuickFee US are involved in any legal proceedings and the Directors are not aware of any legal proceedings pending or threatened against the Company or QuickFee US.

13.2 RIGHTS ATTACHING TO SHARES

The following is a summary of the more significant rights attaching to Shares. This summary is not exhaustive and does not constitute a definitive statement of the rights and liabilities of Shareholders. To obtain such a statement, persons should seek independent legal advice.

Full details of the rights attaching to Shares are set out in the Constitution, a copy of which is available for inspection at the Company's registered office during normal business hours.

(a) General meetings

Shareholders are entitled to be present in person, or by proxy, attorney or representative to attend and vote at general meetings of the Company.

Shareholders may requisition meetings in accordance with section 249D of the Corporations Act and the Constitution.

(b) Voting rights

Subject to any rights or restrictions for the time being attached to any class or classes of Shares, at general meetings of Shareholders or classes of Shareholders:

(i) each Shareholder entitled to vote may vote in person or by proxy, attorney or representative;

(ii) on a show of hands, every person present who is a Shareholder or a proxy, attorney or representative of a Shareholder has one vote; and

(iii) on a poll, every person present who is a Shareholder or a proxy, attorney or representative of a Shareholder shall, in respect of each fully paid Share held by him, or in respect of which he is appointed a proxy, attorney or representative, have one vote for the Share, but in respect of partly paid Shares shall have such number of votes as bears the same proportion to the total of such Shares registered in the Shareholder's name as the amount paid (not credited) bears to the total amounts paid and payable (excluding amounts credited). Amounts paid in advance of a call are ignored when calculating the proportion.

(c) Dividend rights

Subject to the rights of any preference Shareholders and to the rights of the holders of any shares created or raised under any special arrangement as to dividend, the Directors may from time to time declare a dividend to be paid to the Shareholders entitled to the dividend which shall be payable on all Shares according to the proportion that the amount paid or credited as paid is of the total amounts paid and payable in respect of such Shares.

The Directors may from time to time pay to the Shareholders any interim dividends as they believe to be justified subject to the requirements of the Corporations Act. No dividend shall carry interest as against the Company. The Directors may set aside out of the profits of the Company any amounts that they may determine as reserves, to be applied at the discretion of the Directors, for any purpose for which the profits of the Company may be properly applied.

Subject to the ASX Listing Rules and the Corporations Act, the Company may, by resolution of the Directors, implement, on such terms and conditions as the Directors think fit (a) a dividend reinvestment plan which provides for any dividend which the Directors may declare from time to time payable on Shares which are participating Shares in the dividend reinvestment plan, less any amount which the Company shall either pursuant to the Constitution or any law be entitled or obliged to retain, be applied by the Company to the payment of the subscription price of Shares and (b) a dividend election plan permitting holders of Shares to the extent that the Shares are fully paid, to have the option to elect to forego the right to share in any dividends (whether interim or otherwise) payable in respect of such Shares and to receive instead an issue of Shares credited as fully paid up to the extent as determined by the Directors.

(d) Winding-up

If the Company is wound up, the liquidator may, with the authority of a special resolution of the Company, divide among the shareholders in kind the whole or any part of the property of the Company, and may for that purpose set such value as he considers fair upon any property to be so divided, and may determine how the division is to be carried out as between the Shareholders or different classes of Shareholders.

The liquidator may, with the authority of a special resolution of the Company, vest the whole or any part of any such property in trustees upon such trusts for the benefit of the contributories as the liquidator thinks fit, but so that no Shareholder is compelled to accept any Shares or other securities in respect of which there is any liability.

(e) Shareholder liability

As the Shares under the Prospectus are fully paid shares, they are not subject to any calls for money by the Directors and will therefore not become liable for forfeiture.

(f) Transfer of Shares

Generally, Shares are freely transferable, subject to formal requirements, the registration of the transfer not resulting in a contravention of or failure to observe the provisions of a law of Australia and the transfer not being in breach of the Corporations Act or the ASX Listing Rules.

(g) Variation of rights

Pursuant to section 246B of the Corporations Act, the Company may, with the sanction of a special resolution passed at a meeting of Shareholders vary or abrogate the rights attaching to Shares.

If at any time the share capital is divided into different classes of Shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class), whether or not the Company is being wound up, may be varied or abrogated with the consent in writing of the holders of three-quarters of the issued shares of that class, or if authorised by a special resolution passed at a separate meeting of the holders of the shares of that class.

(h) Alteration of Constitution

The Constitution can only be amended by a special resolution passed by at least three quarters of Shareholders present and voting at the general meeting. In addition, at least 28 days written notice specifying the intention to propose the resolution as a special resolution must be given.

13.3 TERMS AND CONDITIONS OF THE EXECUTIVE OPTIONS

(a) Entitlement

Each Option entitles the holder to subscribe for one Share upon exercise of the Option.

(b) Exercise Price

Subject to paragraph (i), the amount payable upon exercise of each Option will be as follows:

(i) 1,000,000 Options with an exercise price of $0.30 (**Class A Options**);

(ii) 1,000,000 Options with an exercise price of $0.40 (**Class B Options**); and

(iii) 1,000,000 Options with an exercise price of $0.50 (**Class C Options**),

(together, the **Exercise Price**).

(c) Expiry Period and Date

Each Option will expire at 5:00 pm (WST) on the date that is 4 years from the date of listing on ASX (**Expiry Date**). An Option not exercised before the Expiry Date will automatically lapse on the Expiry Date.

13 Additional Information

(d) Exercise Period

The Options are exercisable at any time on or prior to the Expiry Date subject to the following conditions:

(i) the Class A Options will vest and be capable of exercise on and from the date that is twelve (12) months from their date of issue;

(ii) the Class B Options will vest and be capable of exercise on and from the date that is twenty-four (24) months from their date of issue; and

(iii) the Class C Options will vest and be capable of exercise on and from the date that is thirty-six (36) months from their date of issue,

(**Exercise Period**), provided that should the Optionholder cease to be employed or engaged by the Company and:

(iv) the Optionholder is a bad leaver, the Managing Director will have 30 days to exercise any vested Options, otherwise they lapse.

(v) the Optionholder is not a bad leaver, the Board has discretion to determine the period in which any vested Options will remain exercisable.

(e) Notice of Exercise

The Options may be exercised during the Exercise Period by notice in writing to the Company in the manner specified on the Option certificate (**Notice of Exercise**) and payment of the Exercise Price for each Option being exercised in Australian currency by electronic funds transfer or other means of payment acceptable to the Company.

(f) Exercise Date

A Notice of Exercise is only effective on and from the later of the date of receipt of the Notice of Exercise and the date of receipt of the payment of the Exercise Price for each Option being exercised in cleared funds (**Exercise Date**).

(g) Timing of issue of Shares on exercise

Within 15 Business Days after the later of the following:

(i) the Exercise Date; and

(ii) when excluded information in respect to the Company (as defined in section 708A(7) of the Corporations Act) (if any) ceases to be excluded information,

but in any case no later than 20 Business Days after the Exercise Date, the Company will:

(iii) issue the number of Shares required under these terms and conditions in respect of the number of Options specified in the Notice of Exercise and for which cleared funds have been received by the Company;

(iv) if required, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, or, if the Company is unable to issue such a notice, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors; and

(v) if admitted to the official list of ASX at the time, apply for official quotation on ASX of Shares issued pursuant to the exercise of the Options.

If a notice delivered under (g)(iii)(B) for any reason is not effective to ensure that an offer for sale of the Shares does not require disclosure to investors, the Company must, no later than 20 Business Days after becoming aware of such notice being ineffective, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors.

(h) Shares issued on exercise

Shares issued on exercise of the Options rank equally with the then issued shares of the Company.

(i) Reconstruction of capital

If at any time the issued capital of the Company is reconstructed, all rights of an Optionholder are to be changed in a manner consistent with the Corporations Act and the ASX Listing Rules at the time of the reconstruction.

(j) Participation in new issues

There are no participation rights or entitlements inherent in the Options and holders will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Options without exercising the Options.

(k) Change in exercise price

An Option does not confer the right to a change in Exercise Price or a change in the number of underlying securities over which the Option can be exercised.

(l) Transferability

The Options are transferable subject to any restriction or escrow arrangements imposed by ASX or under applicable Australian securities laws.

13.4 TERMS AND CONDITIONS OF THE BROKER OPTIONS

(a) Entitlement

Each Option entitles the holder to subscribe for one Share upon exercise of the Option.

(b) Exercise Price

Subject to paragraph (i), the amount payable upon exercise of each Option will be as follows:

(i) 1,000,000 Options with an exercise price of $0.20;

(ii) 1,000,000 Options with an exercise price of $0.30; and

(iii) 1,000,000 Options with an exercise price of $0.40,

(together, the **Exercise Price**).

(c) Expiry Period and Date

Each Option will expire at 5:00 pm (WST) on the date that is 3 years from the date of listing on ASX (**Expiry Date**). An Option not exercised before the Expiry Date will automatically lapse on the Expiry Date.

(d) Exercise Period

The Options are exercisable at any time on or prior to the Expiry Date (**Exercise Period**).

(e) Notice of Exercise

The Options may be exercised during the Exercise Period by notice in writing to the Company in the manner specified on the Option certificate (**Notice of Exercise**) and payment of the Exercise Price for each Option being exercised in Australian currency by electronic funds transfer or other means of payment acceptable to the Company.

(f) Exercise Date

A Notice of Exercise is only effective on and from the later of the date of receipt of the Notice of Exercise and the date of receipt of the payment of the Exercise Price for each Option being exercised in cleared funds (**Exercise Date**).

13 Additional Information

(g) Timing of issue of Shares on exercise

Within 15 Business Days after the later of the following:

(i) the Exercise Date; and

(ii) when excluded information in respect to the Company (as defined in section 708A(7) of the Corporations Act) (if any) ceases to be excluded information,

but in any case no later than 20 Business Days after the Exercise Date, the Company will:

(iii) issue the number of Shares required under these terms and conditions in respect of the number of Options specified in the Notice of Exercise and for which cleared funds have been received by the Company;

(iv) if required, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, or, if the Company is unable to issue such a notice, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors; and

(v) if admitted to the official list of ASX at the time, apply for official quotation on ASX of Shares issued pursuant to the exercise of the Options.

If a notice delivered under (g)(iii)(B) for any reason is not effective to ensure that an offer for sale of the Shares does not require disclosure to investors, the Company must, no later than 20 Business Days after becoming aware of such notice being ineffective, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors.

(h) Shares issued on exercise

Shares issued on exercise of the Options rank equally with the then issued shares of the Company.

(i) Reconstruction of capital

If at any time the issued capital of the Company is reconstructed, all rights of an Optionholder are to be changed in a manner consistent with the Corporations Act and the ASX Listing Rules at the time of the reconstruction.

(j) Participation in new issues

There are no participation rights or entitlements inherent in the Options and holders will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Options without exercising the Options.

(k) Change in exercise price

An Option does not confer the right to a change in Exercise Price or a change in the number of underlying securities over which the Option can be exercised.

(l) Transferability

The Options are transferable subject to any restriction or escrow arrangements imposed by ASX or under applicable Australian securities laws.

13.5 TERMS AND CONDITIONS OF THE PERFORMANCE RIGHTS

The following is a summary of the key terms and conditions of the Performance Rights that have been adopted by the Company:

(a) Milestone

The Performance Rights shall vest (following which the holder may elect to convert the Performance Rights into Shares) upon the Company having successfully contracted more than 300 firms (by number), which for the avoidance of doubt includes firms contracted as at the Issue Date, to the QuickFee USA service within 24 months following the Issue Date (**Milestone**) and satisfaction of such Milestone is confirmed by the signed attestation of a registered company auditor or is properly included in the Company's audited financial statements.

(b) Notification to Holder

The Company shall notify the Holder in writing when the Milestone has been satisfied.

(c) Consideration

The Performance Rights will be issued for nil cash consideration each and no consideration will be payable upon the conversion of the Performance Rights.

(d) Conversion

Subject to paragraph (m) and satisfaction of the Milestone, each Performance Right will, at the election of the Holder, convert into one Share.

(e) Lapse of a Performance Right

If:

(i) the Milestone attaching to a Performance Right has not been satisfied within the period required under the relevant Milestone; or

(ii) the Performance Rights have not converted into Shares 5 years of the Company's admission to the Official List,

(**Expiry Date**), it will automatically lapse and the Holder shall have no entitlement to the Shares pursuant to those Performance Rights.

(f) Share ranking

All Shares issued upon the conversion of Performance Rights will upon issue rank pari passu in all respects with other Shares.

(g) Application to ASX

The Performance Rights will not be quoted on ASX. The Company must apply for the official quotation of a Share issued on conversion of a Performance Right on ASX within the time period required by the ASX Listing Rules.

(h) Transfer of Performance Rights

The Performance Rights are not transferable.

(i) Participation in new issues

A Performance Right does not entitle a Holder (in their capacity as a Holder of a Performance Right) to participate in new issues of capital offered to holders of Shares such as bonus issues and entitlement issues.

(j) Reorganisation of capital

If at any time the issued capital of the Company is reconstructed, all rights of a Holder will be changed in a manner consistent with the applicable ASX Listing Rules and the Corporations Act at the time of reorganisation.

13 Additional Information

(k) Adjustment for bonus issue

If the Company makes a bonus issue of Shares or other securities to existing shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment) the number of Shares or other securities which must be issued on the conversion of a Performance Right will be increased by the number of Shares or other securities which the Holder would have received if the Holder had converted the Performance Right before the record date for the bonus issue.

(l) Dividend and Voting Rights

The Performance Rights do not confer on the Holder an entitlement to vote (except as otherwise required by law) or receive dividends (whether fixed or at the discretion of directors).

(m) Deferral of conversion if resulting in a prohibited acquisition of Shares

If the conversion of a Performance Right would result in any person being in contravention of section 606(1) of the *Corporations Act 2001* (Cth) (**General Prohibition**) then the conversion of that Performance Right shall be deferred until such later time or times that the conversion would not result in a contravention of the General Prohibition. In assessing whether a conversion of a Performance Right would result in a contravention of the General Prohibition:

(i) Holders may give written notification to the Company if they consider that the conversion of a Performance Right may result in the contravention of the General Prohibition. The absence of such written notification from the Holder will entitle the Company to assume the conversion of a Performance Right will not result in any person being in contravention of the General Prohibition; and

(ii) the Company may (but is not obliged to) by written notice to a Holder request a Holder to provide the written notice referred to in paragraph (i) within seven days if the Company considers that the conversion of a Performance Right may result in a contravention of the General Prohibition. The absence of such written notification from the Holder will entitle the Company to assume the conversion of a Performance Right will not result in any person being in contravention of the General Prohibition.

(n) No rights to return of capital

A Performance Right does not entitle the Holder to a return of capital, whether in a winding up, upon a reduction of capital or otherwise.

(o) Rights on winding up

A Performance Right does not entitle the Holder to participate in the surplus profits or assets of the Company upon winding up.

(p) No other rights

A Performance Right gives the Holder no rights other than those expressly provided by these terms and those provided at law where such rights at law cannot be excluded by these terms.

13.6 EMPLOYEE INCENTIVE PLAN

The Company has adopted an employee performance rights and option plan (**Performance Rights and Option Plan**) on the terms and conditions as set out below:

The key terms of the Performance Rights and Option Plan (**Plan**) are as follows:

(a) Eligibility

Participants in the Plan consist of:

(i) a Director (whether executive or non-executive) of the Company and any associated body corporate of the Company (each a **Group Company**);

(ii) a full or part time employee of any Group Company;

(iii) a casual employee or contractor of a group company to the extent permitted by ASIC Class Order 14/1000 as amended or replaced (**Class Order**); or

(iv) a prospective participant, being a person to whom the offer is made but who can only accept the Offer if an arrangement has been entered into that will result in the person becoming a under subparagraphs (i), (ii) or (iii) above,

who is declared by the Board to be eligible to receive grants of Options or Performance Rights (together, **Awards**) under the Plan (Eligible Participant).

(b) Offer

The Board may, from time to time, in its absolute discretion, make a written offer to any Eligible Participant (including an Eligible Participant who has previously received an offer) to apply for Awards, upon the terms set out in the Plan and upon such additional terms and conditions as the Board determines (**Offer**).

(c) Limit on Offers

Where the Company has relied or intends relying on the Class Order to make an Offer, the Company must have reasonable grounds to believe, when making an Offer, that the number of Shares to be received on exercise of Awards offered under an Offer, when aggregated with the number of Shares issued or that may be issued as a result of offers made in reliance on the Class Order at any time during the previous 3 year period under an employee incentive scheme covered by the Class Order or an ASIC exempt arrangement of a similar kind to an employee incentive scheme, will not exceed 5% of the total number of Shares on issue at the date of the Offer.

(d) Issue price

Unless the Awards are quoted on the ASX, Awards issued under the Plan will be issued for no more than nominal cash consideration.

(e) Exercise Price

The Board may determine the Option exercise price (if any) for an Option offered under that Offer in its absolute discretion. To the extent the ASX Listing Rules specify or require a minimum price, the Option Exercise Price in respect of an Option offered under an Offer must not be less than any minimum price specified in the ASX Listing Rules.

(f) Vesting Conditions

In respect of any Award, any condition set out in the Offer which must be satisfied (unless waived in accordance with the Plan) before that Award can be exercised or any other restriction on exercise of that Award specified in the Offer or in the Plan (**Vesting Conditions**).

(g) Vesting

The Board may in its absolute discretion (except in respect of a change of control occurring where Vesting Conditions are deemed to be automatically waived) by written notice to a Participant (being an Eligible Participant to whom Awards have been granted under the Plan or their nominee where the Awards have been granted to the nominee of the Eligible Participant (**Relevant Person**)), resolve to waive any of the Vesting Conditions applying to Awards due to:

(i) special circumstances arising in relation to a Relevant Person in respect of those Awards, being:

  (A) a Relevant Person ceasing to be an Eligible Participant due to:

    (I) death or total or permanent disability of a Relevant Person; or

    (II) retirement or redundancy of a Relevant Person;

  (B) a Relevant Person suffering severe financial hardship;

  (C) any other circumstance stated to constitute "special circumstances" in the terms of the relevant Offer made to and accepted by the Participant; or

  (D) any other circumstances determined by the Board at any time (whether before or after the Offer) and notified to the Relevant Participant which circumstances may relate to the Participant, a class of Participant, including the Participant or particular circumstances or class of circumstances applying to the Participant; or

    (ii) a change of control occurring; or

    (iii) the Company passing a resolution for voluntary winding up, or an order is made for the compulsory winding up of the Company.

13 Additional Information

(h) Lapse of an Award

An Award will lapse upon the earlier to occur of:

(i) an unauthorised dealing in, or hedging of, the Award occurring;

(ii) a vesting condition in relation to the Award is not satisfied by the due date, or becomes incapable of satisfaction, as determined by the Board in its absolute discretion, unless the Board exercises its discretion to waive the vesting condition and vest the Award;

(iii) in respect of an unvested Award only, a Relevant Person ceases to be an Eligible Participant, unless the Board:

(A) exercises its discretion to vest the Award; or

(B) in its absolute discretion, resolves to allow the unvested Award to remain unvested after the Relevant Person ceases to be an Eligible Participant;

(iv) in respect of a vested Award only, a Relevant Person ceases to be an Eligible Participant and, where required by the Board in its absolute discretion, the vested Performance Right is not exercised within a one (1) month period (or such other period as the Board determines) as notified by the Board to the Participant after the date the Relevant Person ceases to be an Eligible Participant;

(v) the Board deems that an Award lapses due to fraud, dishonesty or other improper behaviour of the holder/Eligible Participant;

(vi) the Company undergoes a change of control or a winding up resolution or order is made, and the Award does not vest; and

(vii) the expiry date of the Award.

(i) Cashless exercise facility

If an Eligible Participant wishes to exercise some or all of their vested Options, they may, subject to Board approval, elect to pay the Option Exercise Price by using a cashless exercise facility, which entitles an Eligible Participant to set-off the Option exercise price against the number of Shares which the Participant is entitled to receive upon exercise of the Options as follows:

(i) the aggregate total Option exercise price otherwise payable in respect of all vested Options exercised, less the aggregate total market value of Shares as at the date the vested Option is exercised that would otherwise be issued or transferred on exercise of the vested Options,

(ii) divided by the market value of a Share as at the date the vested Option is exercised.

(j) Not transferrable

Awards are only transferrable in special circumstances or a change of control, and in either case with the prior written consent of the Board (which may be withheld in its absolute discretion) or by force of law upon death to the Participant's legal personable representative or upon bankruptcy to the Participant's trustee in bankruptcy.

(k) Shares

All shares issued on exercise of an Award under the Plan will rank equally in all respects with the shares of the same class for the time being on issue except as regards any rights attaching to such shares by reference to a record date prior to the date of their issue.

(l) Sale Restrictions

The Board may, in its discretion, determine at any time up until exercise of Awards, that a restriction period will apply to some or all of the shares issued to an Eligible Participant (or their eligible nominee) on exercise of those Awards up to a maximum of five (5) years from the grant date of the Awards. In addition, the Board may, in its sole discretion, having regard to the circumstances at the time, waive any such restriction period determined.

(m) No Participation Rights

There are no participation rights or entitlements inherent in the Awards and Participants will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Awards without exercising the Award.

(n) Change in exercise price of number of underlying securities

An Award does not confer the right to a change in exercise price or in the number of underlying Shares over which the Award can be exercised.

(o) Reorganisation

If, at any time, the issued capital of the Company is reorganised (including consolidation, subdivision, reduction or return), all rights of a holder of an Award are to be changed in a manner consistent with the Corporations Act and the ASX Listing Rules at the time of the reorganisation.

(p) Trust

The Board may, at any time, establish a trust for the sole purpose of acquiring and holding Shares in respect of which a Participant may exercise, or has exercised, vested Awards, including for the purpose of enforcing the disposal restrictions and appoint a trustee to act as trustee of the trust. The trustee will hold the Shares as trustee for and on behalf of a Participant as beneficial owner upon the terms of the trust. The Board may at any time amend all or any of the provisions of the Plan to effect the establishment of such a trust and the appointment of such a trustee.

13.7 ASX WAIVERS AND ASIC RELIEF

The Company has received the following confirmations and waivers from ASX:

(a) confirmation that ASX Listing Rule 1.1 condition 11 does not apply to the cash portion of consideration payable by the Company to the shareholders of QuickFee AU;

(b) a waiver from ASX Listing Rule 1.1 condition 12 to the extent necessary for the Company to have on issue 5,851,370 Performance Rights with a nil exercise price;

(c) waivers from ASX Listing Rules 7.1 and 10.11 to the extent necessary to permit the Company to issue the Deferred Considerations Shares no later than 2 years from the date of quotation of the Company's Securities upon satisfaction of the applicable milestones;

(d) a waiver of ASX Listing Rule 9.1.3 to give the benefit of 'look through relief' to the QuickFee US Shareholders, such that the proportion of Shares subject to ASX imposed escrow will take into account the value of their investment in QuickFee US and the deemed date of issue of the Shares they receive in consideration for their QuickFee US Shares will be the date of issue of their QuickFee US Shares; and

(e) a confirmation that clauses 3, 4 and 10 of Appendix 9B of the ASX Listing Rules will not apply to the Shares to be issued under the QuickFee AU Acquisition Agreement.

The Company has been granted a modification of section 609 of the Corporations Act to confirm that the Company does not have a relevant interest in securities placed in voluntary escrow merely because the holder has entered into a voluntary escrow arrangement, which remains outstanding at the date of the Prospectus. Details with respect to the voluntary escrow arrangements are set out in Section 8.11.

13.8 INTERESTS OF DIRECTORS

Other than as set out in this Prospectus, no Director or proposed Director holds, or has held within the 2 years preceding lodgement of this Prospectus with the ASIC, any interest in:

(a) the formation or promotion of the Company;

(b) any property acquired or proposed to be acquired by the Company in connection with:

  (i) its formation or promotion; or

  (ii) the Offer; or

(c) the Offer,

and no amounts have been paid or agreed to be paid and no benefits have been given or agreed to be given to a Director or proposed Director:

(d) as an inducement to become, or to qualify as, a Director; or

(e) for services provided in connection with:

  (i) the formation or promotion of the Company; or

  (ii) the Offer.

13 Additional Information

13.9 INTERESTS OF EXPERTS AND ADVISERS

Other than as set out below or elsewhere in this Prospectus, no:

(a) person named in this Prospectus as performing a function in a professional, advisory or other capacity in connection with the preparation or distribution of this Prospectus;

(b) promoter of the Company; or

(c) underwriter (but not a sub-underwriter) to the issue or a financial services licensee named in this Prospectus as a financial services licensee involved in the issue,

holds, or has held within the 2 years preceding lodgement of this Prospectus with the ASIC, any interest in:

(a) the formation or promotion of the Company;

(b) any property acquired or proposed to be acquired by the Company in connection with:

  (i) its formation or promotion; or

  (ii) the Offer; or

(c) the Offer,

and no amounts have been paid or agreed to be paid and no benefits have been given or agreed to be given to any of these persons for services provided in connection with:

(d) the formation or promotion of the Company; or

(e) the Offer.

William Buck Audit (Vic) Pty Ltd has acted as Investigating Accountant and has prepared the Investigating Accountant's Report which is included in Annexure A of this Prospectus. The Company estimates it will pay William Buck Audit (Vic) Pty Ltd a total of $9,000 (excluding GST) for these services. During the 24 months preceding lodgement of this Prospectus with the ASIC, William Buck Audit (Vic) Pty Ltd has received $108,000 in fees from the Company for audit services.

Steinepreis Paganin has acted as the solicitors to the Company in relation to the Offer. The Company estimates it will pay Steinepreis Paganin $200,000 (excluding GST) for these services. Subsequently, fees will be charged in accordance with normal charge out rates. During the 24 months preceding lodgement of this Prospectus with the ASIC, Steinepreis Paganin has billed fees totalling $200,000 to the Company in connection with preparation of the Prospectus and for other services.

Bell Potter Securities Limited has acted as underwriter in relation to the Offer. The Company estimates it will pay Bell Potter Securities Limited the fees set out in Section 12.1.1 for these services. Bell Potter Securities Limited has not received fees from the Company prior to the date of this Prospectus.

13.10 CONSENTS

Chapter 6D of the Corporations Act imposes a liability regime on the Company (as the offeror of the Securities), the Directors, any underwriters, persons named in the Prospectus with their consent having made a statement in the Prospectus and persons involved in a contravention in relation to the Prospectus, with regard to misleading and deceptive statements made in the Prospectus. Although the Company bears primary responsibility for the Prospectus, the other parties involved in the preparation of the Prospectus can also be responsible for certain statements made in it.

Each of the parties referred to in this section:

(a) does not make, or purport to make, any statement in this Prospectus other than those referred to in this section; and

(b) in light of the above, only to the maximum extent permitted by law, expressly disclaim and take no responsibility for any part of this Prospectus other than a reference to its name and a statement included in this Prospectus with the consent of that party as specified in this section.

William Buck Audit (Vic) Pty Ltd has given its written consent to being named as Investigating Accountant of the Company in this Prospectus and to the inclusion of the Investigating Accountant's Report in Annexure A to this Prospectus in the form and context in which the information and report is included. William Buck Audit (Vic) Pty Ltd has not withdrawn its consent prior to lodgement of this Prospectus with the ASIC.

William Buck Audit (Vic) Pty Ltd has given its written consent to being named as auditor of the Company in this Prospectus and the inclusion of the audited financial information of the Company contained in the Investigating Accountant's Report included in Annexure A to this Prospectus in the form and context in which it appears. William Buck Audit (Vic) Pty Ltd has not withdrawn its consent prior to lodgement of this Prospectus with the ASIC.

Steinepreis Paganin has given its written consent to being named as the solicitors to the Company in this Prospectus. Steinepreis Paganin has not withdrawn its consent prior to the lodgement of this Prospectus with the ASIC.

Bell Potter Securities Limited has given its written consent to being named as Underwriter to the Public Offer. Bell Potter Securities Limited has not withdrawn its consent prior to the lodgement of this Prospectus with the ASIC.

Boardroom Pty Ltd has given its written consent to being named as the share registry to the Company in this Prospectus. Boardroom Pty Ltd has not withdrawn its consent prior to the lodgement of this Prospectus with the ASIC.

13.11 EXPENSES OF THE OFFER

The total expenses of the Offer (excluding GST) are estimated to be approximately $1,440,000 and are expected to be applied towards the items set out in the table below:

ITEM OF EXPENDITURE	MINIMUM SUBSCRIPTION ($)
ASIC fees	3,206
ASX fees	94,829
Underwriting Fee	675,000
Advisor Fees[1]	256,785
Legal Fees[2]	250,000
Investigating Accountant's Fees	9,000
Auditor's Fees	108,000
Miscellaneous	43,180
TOTAL	**1,440,000**

Notes:

1. Includes:
   (a) $160,000 paid to SLM Corporate (refer to Section 11.4) and approximately $56,785 paid to EverBlu Capital prior to termination of the EverBlu Mandate (refer to Section 6.19); and
   (b) $40,000 that remains payable to EverBlu Capital following termination of the EverBlu Mandate (refer to Section 6.19).
2. Includes fees payable to the Company's Australian and US legal counsel.

13.12 CONTINUOUS DISCLOSURE OBLIGATIONS

Following admission of the Company to the Official List, the Company will be a "disclosing entity" (as defined in section 111AC of the Corporations Act) and, as such, will be subject to regular reporting and disclosure obligations. Specifically, like all listed companies, the Company will be required to continuously disclose any information it has to the market which a reasonable person would expect to have a material effect on the price or the value of the Company's securities.

Price sensitive information will be publicly released through ASX before it is disclosed to shareholders and market participants. Distribution of other information to shareholders and market participants will also be managed through disclosure to the ASX. In addition, the Company will post this information on its website after the ASX confirms an announcement has been made, with the aim of making the information readily accessible to the widest audience.

13 Additional Information

13.13 ELECTRONIC PROSPECTUS

If you have received this Prospectus as an electronic Prospectus, please ensure that you have received the entire Prospectus accompanied by the Application Form. If you have not, please contact the Company and the Company will send you, for free, either a hard copy or a further electronic copy of this Prospectus or both. Alternatively, you may obtain a copy of this Prospectus from the website of the Company at www.quickfee.com.

The Company reserves the right not to accept an Application Form from a person if it has reason to believe that when that person was given access to the electronic Application Form, it was not provided together with the electronic Prospectus and any relevant supplementary or replacement prospectus or any of those documents were incomplete or altered.

13.14 FINANCIAL FORECASTS

The Directors have considered the matters set out in ASIC Regulatory Guide 170 and believe that they do not have a reasonable basis to forecast future earnings on the basis that the operations of the Company are inherently uncertain. Accordingly, any forecast or projection information would contain such a broad range of potential outcomes and possibilities that it is not possible to prepare a reliable best estimate forecast or projection.

13.15 CLEARING HOUSE ELECTRONIC SUB-REGISTER SYSTEM (CHESS) AND ISSUER SPONSORSHIP

The Company will apply to participate in CHESS, for those investors who have, or wish to have, a sponsoring stockbroker. Investors who do not wish to participate through CHESS will be issuer sponsored by the Company.

Electronic sub-registers mean that the Company will not be issuing certificates to investors. Instead, investors will be provided with statements (similar to a bank account statement) that set out the number of Shares issued to them under this Prospectus. The notice will also advise holders of their Holder Identification Number or Security Holder Reference Number and explain, for future reference, the sale and purchase procedures under CHESS and issuer sponsorship.

Electronic sub-registers also mean ownership of securities can be transferred without having to rely upon paper documentation. Further monthly statements will be provided to holders if there have been any changes in their security holding in the Company during the preceding month.

13.16 PRIVACY STATEMENT

If you complete an Application Form, you will be providing personal information to the Company. The Company collects, holds and will use that information to assess your application, service your needs as a Shareholder and to facilitate distribution payments and corporate communications to you as a Shareholder.

The information may also be used from time to time and disclosed to persons inspecting the register, including bidders for your securities in the context of takeovers, regulatory bodies including the Australian Taxation Office, authorised securities brokers, print service providers, mail houses and the share registry.

You can access, correct and update the personal information that the Company holds about you. If you wish to do so, please contact the share registry at the relevant contact number set out in this Prospectus.

Collection, maintenance and disclosure of certain personal information is governed by legislation including the *Privacy Act 1988* (as amended), the Corporations Act and certain rules such as the ASX Settlement Operating Rules. You should note that if you do not provide the information required on the application for Shares, the Company may not be able to accept or process your application.



14

Directors' Authorisation

14 Directors' Authorisation

This Prospectus is issued by the Company and its issue has been authorised by a resolution of the Directors.

In accordance with section 720 of the Corporations Act, each Director has consented to the lodgement of this Prospectus with the ASIC.



Bruce Coombes

Managing Director
For and on behalf of
QuickFee Limited



15

Glossary

15 Glossary

Where the following terms are used in this Prospectus they have the following meanings:

$	means an Australian dollar.
Acquisition Agreements	means the QuickFee AU Acquisition Agreement and QuickFee US Acquisition Agreement.
Acquisitions	means the QuickFee US Acquisition and QuickFee AU Acquisition pursuant to the Acquisition Agreements.
ACL	means an Australian Credit Licence.
AML/CTF Act	means the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth).
Application Form	means the application form attached to or accompanying this Prospectus relating to the Public Offer and the Consideration Offer.
ASIC	means Australian Securities & Investments Commission.
ASX	means ASX Limited (ACN 008 624 691) or the financial market operated by it as the context requires.
ASX Listing Rules	means the official listing rules of ASX.
Board	means the board of Directors as constituted from time to time.
Broker Firm Offer	means the offer described in Section 6.2, which forms part of the Retail Offer.
Broker Option	means an Option to be issued on the terms and conditions set out in Section 13.3.
Chairman's List Offer	means the offer described in Section 6.2.4, which forms part of the Retail Offer.
Client	means a client of a Firm.
Closing Date	means the closing date of the Offer as set out in the indicative timetable in the Investment Overview in Section 3 of this Prospectus (subject to the Company reserving the right to extend the Closing Date or close the Offer early).
Company	means QuickFee Limited (ACN 624 448 693).
Consideration Offer	means the offer of the Consideration Shares in accordance with the Acquisition Agreements, the terms of which are set out in Section 6.4.1.
Consideration Shares	means the AU Consideration Shares and US Consideration Shares.
Constitution	means the constitution of the Company.
Convertible Loan Offer	means the offer of Shares to lenders of funds to the Company under the Seed Loan Agreements and Shareholder Loan Agreements, the terms of which are set out in Section 6.4.2.
Corporations Act	means the *Corporations Act 2001* (Cth).

Credit and Collections Policy	means the credit and collections policy implemented by QuickFee in respect of its lending activities, a summary of which is included in Section 8.5.4.
Derida	means Derida Pty Ltd (ACN 069 685 794).
Directors	means the directors of the Company at the date of this Prospectus.
Disbursement Funding	means the financing of law firm disbursements by QuickFee AU, as further summarised in Section 8.5.3.
Executive Option	means an Option to be issued on the terms and conditions set out in Section 13.3.
Exposure Period	means the period of 7 days after the date of lodgement of this Prospectus, which period may be extended by the ASIC by not more than 7 days pursuant to section 727(3) of the Corporations Act.
EverBlu Capital	means EverBlu Capital Pty Ltd (ACN 612 793 683).
Family Law Funding	means the financing of family law proceedings by QuickFee AU, as further summarised in Section 8.5.3.
Firm	means a professional services firm.
Institutional Offer	means the offer described in Section 6.3.
Key Management	means Bruce Coombes and James Drummond.
Minimum Subscription	means the minimum subscription of $13,500,000 to be raised under the Public Offer.
Official List	means the official list of ASX.
Official Quotation	means official quotation by ASX in accordance with the ASX Listing Rules.
Option	means an option to acquire a Share.
Optionholder	means a holder of an Option.
Performance Right	means a right to a Share with the terms and conditions set out in Section 13.5.
Performance Rights Offer	means the offer of Performance Rights to management of QuickFee US, the terms of which are set out in Section 6.4.3.
Prospectus	means this prospectus.
Public Offer	means the offer of Shares pursuant to this Prospectus as set out in Section 6 of this Prospectus.
QuickFee	means QuickFee AU and QuickFee US.
QuickFee AU	means QuickFee Australia Pty Ltd (ACN 135 670 674).

15 Glossary

QuickFee AU Acquisition	means the acquisition by the Company of QuickFee AU pursuant to the QuickFee AU Acquisition Agreement.
QuickFee AU Acquisition Agreement	means a binding share sale agreement between the Company and the shareholders in QuickFee AU under which the Company has the conditional right to acquire 100% of the issued capital of QuickFee AU, a summary of which is set out in Section 12.2.1.
QuickFee AU Cash Consideration	means the cash component of the consideration payable to the shareholders of QuickFee AU, being a sum of $3,200,000, as set out in Section 12.2.1.
QuickFee AU Consideration Shares	means 26,250,000 Shares to be issued to the shareholders of QuickFee AU pursuant to the AU Acquisition Agreement and the Consideration Offer.
QuickFee AU Facility Agreement	means the facility agreement under which a facility is made available to QuickFee AU for the partial financing of Client invoices and Family Law Funding, the terms and conditions of which are summarised in Section 12.3.1.
QuickFee AU Shareholder Loan Agreements	means the agreements summarised in Section 12.1.3.
QuickFee Business	means the business operated by QuickFee, as summarised in Sections 8.1 and 8.5.
QuickFee Platform	means the platform offered by QuickFee, as summarised in Section 8.4.
QuickFee US	means QuickFee Group LLC., a company organised and existing under and by virtue of the provisions of the Corporations Code of the State of California, United States and originally incorporated on 15 February 2018.
QuickFee US Acquisition	means the acquisition by the Company of QuickFee US pursuant to the QuickFee US Acquisition Agreement.
QuickFee US Acquisition Agreement	means a binding share sale agreement between the Company and the stockholders in QuickFee US under which the Company has the conditional right to acquire 100% of the issued capital of QuickFee US, a summary of which is set out in Section 12.2.2.
QuickFee US Consideration Shares	means 26,250,000 Shares to be issued to the stockholders in QuickFee US pursuant to the US Acquisition Agreement and the Consideration Offer.
QuickFee US Deferred Consideration Shares	means the issue of Shares to the stockholders in QuickFee US upon satisfaction of the milestones set out in Section 12.2.2.
QuickFee US Note Issue Deed	means the note issue deed under which QuickFee US, or its subsidiaries, are entitled to issue notes for the partial financing of Client invoices, the terms and conditions of which are summarised in Section 12.3.2.
QuickFee US Shareholder Loan Agreements	has the meaning set out in Section 12.1.2.
Retail Offer	means the Broker Firm Offer and Chairman's List Offer.

Secondary Offers	means the Consideration Offer, Convertible Loan Offer and Performance Rights Offer.
Section	means a section of this Prospectus.
Securities	means Shares, Options and Performance Rights as the case may be.
Seed Loan Agreements	has the meaning set out in Section 12.1.2.
Settlement	means the date of completion of the Acquisitions in accordance with the Acquisition Agreements.
Share	means a fully paid ordinary share in the capital of the Company.
Shareholder	means a holder of Shares.
SLM Corporate	means SLM Corporate Pty Ltd (ACN 088 664 680).
SME	means small to medium enterprise.
Underwriter or **Bell Potter**	means Bell Potter Securities Limited (ACN 006 390 772) (AFSL 243480).
Underwriting Agreement	means the agreement summarised in Section 12.1.1.
US or **USA**	means the United States of America.
US$	means a US dollar.



ANNEXURE A

Investigating Accountant's Report

Annexure A Investigating Accountant's Report

William Buck

4 June 2019

Board of Directors
Quickfee Limited
"4 05" Century Circuit
Baultham Hills NSW 2153.

Dear Sirs

Independent Limited Assurance Report on the historical and pro forma historical financial information of Quickfee Limited

We have been engaged by Quickfee Limited ("the Company") to report on the historical financial information and pro forma historical financial information of the Company for inclusion in a Prospectus document relating to the issue of 67,500,000 shares in the Company ("the document").

Expressions and terms defined in the document have the same meaning in this report.

Scope

Historical Financial Information

You have requested William Buck to review the following historical information of Quickfee AU and Quickfee US, which are expected to become fully controlled subsidiaries of Quickfee Limited (the responsible party) included in the public document:

- the Statements of Profit or Loss and Other Comprehensive Income of Quickfee AU and Quickfee US for the years ended 30 June 2017, 30 June 2018 and the nine-month period ended 31 March 2019;
- the Statements of Financial Position of Quickfee AU and Quickfee US as at 30 June 2017, 30 June 2018 and 31 March 2019; and
- the Statements of Cash Flows of Quickfee AU and Quickfee US for the years ended 30 June 2017, 30 June 2018 and the nine-month period ended 31 March 2019.

The historical financial information has been prepared in accordance with the stated basis of preparation, being the recognition and measurement principles contained in Australian Accounting Standards and the Company's adopted accounting policies, which are disclosed in the financial information section of the Prospectus document. The historical financial information has been extracted from the general purpose financial reports of the Company for the years ended 30 June 2017, 30 June 2018 and the nine-month period ended 31 March 2019, which were audited by William Buck Audit (Vic) Pty Ltd ("William Buck") in accordance with the Australian Auditing Standards. William Buck issued unmodified audit opinions on the financial reports, as is disclosed in the notes to the financial information presented in the Prospectus document.

ACCOUNTANTS & ADVISORS
Level 20, 181 William Street
Melbourne VIC 3000
Telephone: +61 3 9824 8555
williambuck.com

William Buck is an association of firms, each trading under the name of William Buck across Australia and New Zealand with affiliated offices worldwide. Liability limited by a scheme approved under Professional Standards Legislation other than for acts or omissions of financial services licensees.

PRAXITY

Annexure A Investigating Accountant's Report

The historical financial information is presented in the public document in an abbreviated form, insofar as it does not include all of the presentation and disclosures required by Australian Accounting Standards and other mandatory professional reporting requirements applicable to general purpose financial reports prepared in accordance with the *Corporations Act 2001.*

Pro Forma historical financial information

You have requested William Buck to review the following pro forma historical information of the Company referred to as "the pro forma historical financial information".

- The pro-forma historical Statement of Profit or Loss and Other Comprehensive Income for the nine-month period ended 31 March 2019;
- The pro forma historical Statement of Financial Position as at 31 March 2019; and
- The pro-forma historical Statement of Cash Flows for the nine-month period ended 31 March 2019;

The pro forma historical financial information has been derived from the combined historical financial information of Quickfee AU and Quickfee US, after adjusting for the effects of pro forma adjustments described in the financial information section of the Prospectus document. The stated basis of preparation is the recognition and measurement principles contained in Australian Accounting Standards applied to the combined historical financial information and the events and transactions to which the pro forma adjustments relate, as described in the financial information section of the Prospectus document, as if those events or transactions had occurred as at the date of the combined historical financial information. Due to its nature, the pro forma historical information does not represent the Company's actual or prospective financial position or financial performance.

Directors' responsibility

The directors of the Company are responsible for the preparation of the historical financial information and pro forma historical financial information, including the selection and determination of pro forma adjustments made to the historical financial information and include in the pro forma historical information. This includes responsibility for such internal controls as the directors determine are necessary to enable the preparation of historical financial information and pro forma historical financial information that are free from material misstatement, whether due to fraud or error.

Our responsibility

Our responsibility is to express a limited assurance conclusion on the financial information based on the procedures performed and the evidence we obtained. We have conducted our engagement in accordance with the Standard on Assurance Engagement ASAE 3450 *Assurance Engagements involving Corporate Fundraisings and/or Prospective Financial Information*.

A review consists of making enquiries, primarily of persons responsible for financial and accounting matters, and applying analytical and other review procedures. A review is substantially less in scope than an audit conducted in accordance with Australian Accounting Standards and consequently does not enable us to obtain reasonable assurance that we would become aware of all significant matters that might be identified in an audit. Accordingly, we do not express an audit opinion.

Our engagement did not involve updating or re-issuing any previously issued audit or review report on any financial information used as a source of the financial information.

Conclusions

Historical financial information

Based on our review, which is not an audit, nothing has come to our attention that causes us to believe that the historical financial information, as described in the financial information section of the Prospectus document, and comprising:

- the Statements of Financial Performance of Quickfee AU and Quickfee US for the years ended 30 June 2017, 30 June 2018 and the nine-month period ended 31 March 2019;
- the Statements of Financial Position of Quickfee AU and Quickfee US as at 30 June 2017, 30 June 2018 and 31 March 2019; and
- the Statements of Cash Flows of Quickfee AU and Quickfee US for the years ended 30 June 2017, 30 June 2018 and the nine-month period ended 31 March 2019.

is not presented fairly, in all material aspects, in accordance with the stated basis of preparation, as described in the financial information section of the Prospectus document.

Pro Forma historical financial information

Based on our review, which is not an audit, nothing has come to our attention that causes us to believe that the pro-forma historical financial information, as described in the financial information section of the Prospectus document, and comprising:

- The pro-forma historical Statement of Profit or Loss and Other Comprehensive Income for the nine-month period ended 31 March 2019;
- The pro forma historical Statements of Financial Position as at 31 March 2019; and
- The pro-forma historical Statements of Cash Flows for the nine-month period ended 31 March 2019.

is not presented fairly, in all material aspects, in accordance with the stated basis of preparation, as described in the financial information section of the Prospectus document.

Restriction on Use

Without modifying our conclusions, we draw attention to the financial information section of the Prospectus document which describes the purpose of the financial information, being for inclusion in the public document. As a result, the financial information may not be suitable for use for another purpose.

William Buck has consented to the inclusion of this assurance report in the public document in the form and context in which it is included.

Annexure A Investigating Accountant's Report

Liability

Responsibility

Consent to the inclusion of this Investigating Accountant's Report in the Prospectus in the form and context in which it appears has been given, but should not be taken as an endorsement of the Company or a recommendation by William Buck of any participation in the share issue by any intending investors. At the date of this report our consent has not been withdrawn.

General Advice Limitation

This Report has been prepared and included in the Prospectus to provide investors with general information only and does not take into account the objectives, financial situation or needs of any specific investor. It is not intended to take the place of professional advice and investors should not make specific investment decisions in reliance on this information contained in this Report. Before acting or relying on information, an investor should consider whether it is appropriate for their circumstances having regard to their objectives, financial situation or needs.

Declaration of Interest

William Buck does not have any interest in the outcome of the issue of shares other than in the preparation of this Investigating Accountant's Report for which normal professional fees will be received.

Yours faithfully

William Buck

William Buck Audit (Vic) Pty Ltd
ABN 59 116 151 136

A. A. Finnis
Director

Melbourne 4 June 2019

Quickfee Limited
ACN 624 448 693
Broker Firm Application Form

Broker Reference – Stamp Only

Broker Code

Advisor Code

This is an Application Form for Shares in Quickfee Limited (**Company**) on the terms set out in the Prospectus dated 14 June 2019 (**Prospectus**), which replaced the Original Prospectus dated 4 June 2019. Defined terms in the Prospectus have the same meaning in this Application Form. You may apply for a minimum of 10,000 Shares and multiples of 1,000 Shares thereafter. This Application Form and your payment must be received by **5.00pm (Sydney Time) on the Closing Date**.

This Application Form is important. If you are in doubt as to how to deal with this Application Form, please contact your accountant, lawyer, stockbroker or other professional adviser. The Prospectus dated 14 June 2019 contains information relevant to a decision to invest in the Shares of the Company and you should read the entire Prospectus carefully before applying for Shares.

The Share Registry's Privacy Policy (**Privacy Policy**) also sets out important information relating to the collection, use and disclosure of all personal information that you provide to the Company. Please ensure that you and all relevant individuals have read the Privacy Policy carefully before submitting this Application Form. The Privacy Policy can be found on the website https://www.boardroomlimited.com.au/corp/privacy-policy

To meet the requirements of the *Corporations Act 2001* (Cth), this Application Form must not be distributed to another person unless included in or accompanied by the Prospectus dated 14 June 2019. A person who gives another person access to this Application Form must, at the same time and by the same means, give the other person access to the Prospectus. During the Offer period, the Company will send you a free copy of the Prospectus if you have received an electronic prospectus and you ask for a paper copy.

PLEASE FOLLOW THE INSTRUCTIONS TO COMPLETE THIS APPLICATION FORM (SEE REVERSE) AND PRINT CLEARLY IN CAPITAL LETTERS USING BLACK OR BLUE PEN.

A **Number of Shares you are applying for**

x $0.20 per Share =

Minimum of 10,000 Shares to be applied for and thereafter in multiples of 1,000 Shares

B **Total amount payable**

$

C **Write the name(s) you wish to register the Shares in** ***(see reverse for instructions)***

Applicant #1

Name of Applicant #2 or <Account Designation>

Name of Applicant #3 or <Account Designation>

D **Write your postal address here**

Number/Street

Suburb/Town

State

Postcode

E **CHESS participant – Holder Identification Number (HIN)**

X

Important please note *if the name and address details above in sections C and D do not match exactly with your registration details held at CHESS, any Shares issued as a result of your Application will be held on the Issuer Sponsored subregister.*

F **Enter your Tax File Number(s), ABN, or exemption category**

Applicant #1

Applicant #2

Applicant #3

G **Cheque payment details –** PIN CHEQUE(S) HERE. Cheque to be made in accordance with the instruction from your broker. If payment is made by cheque, enter cheque details below.

Name of drawer of cheque | Cheque no. | BSB no. | Account no. | Cheque Amount A$

H **Contact telephone number (daytime/work/mobile)**

Contact Name

E-mail Address

Declaration

By submitting this Application Form with your Application Monies, I/we declare that I/we:

- ✓ have read the Prospectus in full;
- ✓ have received a copy of the electronic Prospectus or a print out of it;
- ✓ have completed this Application Form in accordance with the instructions on the form and in the Prospectus.
- ✓ Declare that the Application Form and all details and statements made by me/us are complete and accurate;
- ✓ agree and consent to the Company collecting, holding, using and disclosing my/our personal information in accordance with the Prospectus;
- ✓ where I/we have been provided information about another individual, warrant that I/we have obtained that individual's consent to the transfer of their information to the Company;
- ✓ acknowledge that once the Company accepts my/our Application Form, I/we may not withdraw it;
- ✓ apply for the number of Shares that I/we apply for (or a lower number allocated in a manner allowed under the Prospectus);
- ✓ acknowledge that my/our Application may be rejected by the Company in its absolute discretion;
- ✓ authorise the Company and their respective officers and agents to do anything on my/our behalf necessary (including the completion and execution of documents) to enable the Shares to be allocated to me/us;
- ✓ am/are over 18 years of age;
- ✓ agree to be bound by the constitution of the Company;
- ✓ acknowledge that neither the Company nor any person or entity guarantees any particular rate of return on the Shares, nor do they guarantee the repayment of capital;
- ✓ represent, warrant and agree that I/we am/are not in the United States or a US Person and am/are not acting for the account or benefit of a US Person; and
- ✓ represent, warrant and agree that I/we have not received this Prospectus outside Australia and am/are not acting on behalf of a person resident outside Australia.

Guide to the Application Form

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Please complete all relevant sections of the appropriate Application Form using BLOCK LETTERS. These instructions are cross-referenced to each section of the Application Form.

Instructions

A If applying for Shares insert the ***number*** of Shares for which you wish to subscribe at Item **A** (not less than 10,000 Shares representing a minimum investment of $2,000.00). Multiply by A$0.20 to calculate the total Application Monies for Shares and enter the ***A$amount*** at Item **B**.

C Write your ***full name***. Initials are not acceptable for first names.

D Enter your ***postal address*** for all correspondence. All communications to you from the Company will be mailed to the person(s) and address as shown. For joint Applicants, only one address can be entered.

E If you are sponsored in CHESS by a stockbroker or other CHESS participant you may enter your CHESS HIN if you would like the allocation to be directed to your HIN. **NB: your registration details provided must match your CHESS account exactly.**

F Enter your Australian tax file number ("TFN") or ABN or exemption category, if you are an Australian resident. Where applicable, please enter the TFN/ABN of each joint Applicant. Collection of TFNs is authorised by taxation laws. Quotation of your TFN is not compulsory and will not affect your Application Form. However, if no TFN is quoted your dividends and distributions may be taxed at the highest marginal tax rate plus medicare levy.

G Applicants pay their Application Monies to their Broker in accordance with the relevant Broker's directions. Please contact your broker for further instructions.

H Enter your ***contact details,*** *including name, phone number and e-mail address,* so we may contact you regarding your Application Form or Application Monies.

Correct Form of Registrable Title

Note that ONLY legal entities can hold the Shares. The Application must be in the name of a natural person(s), companies or other legal entities acceptable to the Company. At least one full given name and surname is required for each natural person. Examples of the correct form of registrable title are set out below.

Type of Investor	Correct Form of Registrable Title	Incorrect Form of Registrable Title
Individual	Mr John David Smith	J D Smith
Company	ABC Pty Ltd	ABC P/L or ABC Co
Joint Holdings	Mr John David Smith & Mrs Mary Jane Smith	John David & Mary Jane Smith
Trusts	Mr John David Smith <J D Smith Family A/C>	John Smith Family Trust
Deceased Estates	Mr Michael Peter Smith <Est Lte John Smith A/C>	John Smith (deceased)
Partnerships	Mr John David Smith & Mr Ian Lee Smith	John Smith & Son
Clubs/Unincorporated Bodies	Mr John David Smith <Smith Investment A/C>	Smith Investment Club
Superannuation Funds	John Smith Pty Limited <J Smith Super Fund A/C>	John Smith Superannuation Fund

Lodgment

Mail your completed Application Form with your cheque(s) or bank draft attached to your broker, and complete the broker details below:

Broker Contact Number | **Broker Name**

The Broker Firm Offer closes at 5:00 p.m. (Sydney Time) on 26 June 2019, unless varied in accordance with the Corporations Act and ASX Listing Rules.

It is not necessary to sign or otherwise execute the Application Form.

If you have any questions as to how to complete the Application Form, please contact Boardroom Pty Limited on 1300 737 760 within Australia and +61 2 9290 9600 outside Australia.

Privacy Statement

Quickfee Limited advises that Chapter 2C of the Corporations Act requires information about its shareholders (including names, addresses and details of shares held) to be included in the Company's share register. Information is collected to administer your securityholding and if some or all of the information is not collected then it might not be possible to administer your securityholding. Your personal information may be disclosed to the Company. To obtain access to your personal information or more information on how the Company collects, stores, uses and disclosures your information please contact the Company at the address or telephone number shown in the Prospectus.

Quickfee Limited
ACN 624 448 693
Broker Firm Application Form

Broker Reference – Stamp Only

Broker Code

Advisor Code

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G **Cheque payment details –** PIN CHEQUE(S) HERE. Cheque to be made in accordance with the instruction from your broker. If payment is made by cheque, enter cheque details below.

Name of drawer of cheque | Cheque no. | BSB no. | Account no. | Cheque Amount A$

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- ✓ where I/we have been provided information about another individual, warrant that I/we have obtained that individual's consent to the transfer of their information to the Company;
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- ✓ acknowledge that my/our Application may be rejected by the Company in its absolute discretion;
- ✓ authorise the Company and their respective officers and agents to do anything on my/our behalf necessary (including the completion and execution of documents) to enable the Shares to be allocated to me/us;
- ✓ am/are over 18 years of age;
- ✓ agree to be bound by the constitution of the Company;
- ✓ acknowledge that neither the Company nor any person or entity guarantees any particular rate of return on the Shares, nor do they guarantee the repayment of capital;
- ✓ represent, warrant and agree that I/we am/are not in the United States or a US Person and am/are not acting for the account or benefit of a US Person; and
- ✓ represent, warrant and agree that I/we have not received this Prospectus outside Australia and am/are not acting on behalf of a person resident outside Australia.

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Type of Investor	Correct Form of Registrable Title	Incorrect Form of Registrable Title
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Company	ABC Pty Ltd	ABC P/L or ABC Co
Joint Holdings	Mr John David Smith & Mrs Mary Jane Smith	John David & Mary Jane Smith
Trusts	Mr John David Smith <J D Smith Family A/C>	John Smith Family Trust
Deceased Estates	Mr Michael Peter Smith <Est Lte John Smith A/C>	John Smith (deceased)
Partnerships	Mr John David Smith & Mr Ian Lee Smith	John Smith & Son
Clubs/Unincorporated Bodies	Mr John David Smith <Smith Investment A/C>	Smith Investment Club
Superannuation Funds	John Smith Pty Limited <J Smith Super Fund A/C>	John Smith Superannuation Fund

Lodgment

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QuickFee.

www.quickfee.com.au

