



**DomaCom Limited**

**ABN 69 604 384 885**

## **OFFER DOCUMENT**

For

An offer to raise up to \$3 million before costs by way of a fully underwritten non-renounceable pro rata entitlement offer of one New Share for every 4.72 Shares held on the Record Date at an issue price of \$0.07 per New Share.

**THE ENTITLEMENT OFFER OPENS ON TUESDAY 19 NOVEMBER 2019 AND CLOSSES AT 5.00 PM (AEDT) ON THURSDAY 5 DECEMBER 2019. VALID APPLICATIONS MUST BE RECEIVED BEFORE THAT TIME.**

**PLEASE READ THE INSTRUCTIONS IN THIS OFFER DOCUMENT AND ON THE ACCOMPANYING ENTITLEMENT AND ACCEPTANCE FORM OR SHORTFALL APPLICATION FORM REGARDING THE ACCEPTANCE OF YOUR ENTITLEMENT UNDER THE ENTITLEMENT OFFER.**

**THIS IS AN IMPORTANT DOCUMENT WHICH REQUIRES YOUR IMMEDIATE ATTENTION AND SHOULD BE READ IN ITS ENTIRETY. IF YOU ARE IN DOUBT ABOUT WHAT TO DO, YOU SHOULD CONSULT YOUR STOCKBROKER, ACCOUNTANT, SOLICITOR, FINANCIAL ADVISER, TAXATION ADVISER OR OTHER INDEPENDENT PROFESSIONAL ADVISER.**

**AN INVESTMENT IN THE SECURITIES OFFERED BY THIS OFFER DOCUMENT SHOULD BE CONSIDERED HIGHLY SPECULATIVE IN NATURE. PLEASE READ THE RISKS SECTION CAREFULLY WHEN YOU CONSIDER YOUR INVESTMENT.**

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# IMPORTANT INFORMATION

## General

This offer document (**Offer Document**) is issued pursuant to section 708AA of the Corporations Act (as modified by ASIC Corporations (Non-Traditional Rights Issues) Instrument 2016/84) and ASIC Corporations (Disregarding Technical Relief) Instrument 2016/73 for the offer of New Shares without disclosure to investors under Part 6D.2 of the Corporations Act. This Offer Document has been prepared by DomaCom Limited ACN 604 384 885 and was lodged with ASX on 19 November 2019.

Neither ASIC nor ASX, nor any of their officers or employees takes responsibility for this Offer Document.

This Offer Document is not a prospectus and does not contain all of the information that an investor would find in a prospectus or which may be required by an investor in order to make an informed investment decision regarding, or about the rights attaching to, New Shares. Nevertheless, this Offer Document contains important information and requires your immediate attention. It should be read in its entirety. If you are in any doubt as to how to deal with this Offer Document, you should consult your independent professional adviser as soon as possible.

## No updates to Offer Document

The information in this Offer Document may not be complete and may be changed, modified or amended at any time by the Company, and is not intended to, and does not, constitute representations and warranties of the Company. Except as required by law or regulation, neither the Company, nor any other adviser of the Company intends to update this Offer Document or accepts any obligation to provide the recipient with access to information or to correct any additional information or to correct any inaccuracies that may become apparent in the Offer Document or in any other information that may be made available concerning the Company.

## Application Forms

The Application Forms accompanying this Offer Document are important. An Application for New Shares under an Offer can only be submitted on an Application Form. If acceptance is by BPAY® there is no need to return an Application Form. The Entitlement and Acceptance Form sets out an Eligible Shareholder's Entitlement. Please refer to the instructions in Section 3 regarding the acceptance of your Entitlement and completion of the Entitlement and Acceptance Form.

By returning an Application Form or making a payment by BPAY®, you acknowledge that you have received and read this Offer Document and you have acted in accordance with the terms of the Offers detailed in this Offer Document.

## International Offer Restrictions

The distribution of this Offer Document and the Entitlement and Acceptance Form, or any other material relating to the Entitlement Offer, in other jurisdictions outside Australia and New Zealand may also be restricted by law and any such restrictions should be observed. Any failure to comply with such restrictions may constitute a violation of applicable securities laws.

## Speculative investment

An investment in New Shares should be considered highly speculative. Refer to Section 4 for details of the key risks applicable to an investment in the Company.

Persons wishing to apply for New Shares should read this Offer Document in its entirety in order to make an informed assessment of the financial position of the Company and the rights and liabilities attaching to New Shares.

The information in this Offer Document is not financial product advice or investment advice and does not take into account each Applicant's investment objectives, financial situation or particular needs (including financial and taxation issues). Each Applicant should carefully consider all of the risks that could affect the performance of New Shares. Risks identified in relation to investing in New Shares that an Applicant should consider include those described in section 4. There may be risk factors in addition to these that should be considered in light of each Applicant's personal circumstances. Applicant's should carefully consider these risks and their own personal investment objectives, financial situation or particular needs (including financial and taxation issues) and seek professional guidance from their stockbroker, solicitor, accountant or other independent professional adviser before deciding whether to apply for New Shares.

#### **Future performance and forward-looking statements**

This Offer Document contains certain "forward looking statements" which can generally be identified by words such as "may", "could", "believes", "estimates", "expects", "intends", "likely", "should", "predict", "propose", "will", "forecast", "target", "outlook", "guidance" and other similar expressions within the meaning of securities laws of applicable jurisdictions and include, but are not limited to, indications of, or guidance or outlook on, future earnings or financial position or performance of the Company, the outcome and effects of the Offer and the use of proceeds. To the extent that certain statements contained in this Offer Document may constitute "forward looking statements" or statements about "future matters", the information reflects the Company's intent, belief or expectations as at the date of this Offer Document. Any forward-looking statements are provided as a general guide only and should not be relied upon as an indication or guarantee of future performance. Forward-looking statements are subject to various risk factors that could cause the Company's actual results, performance or achievements to differ materially from the results, performance or achievements expressed or anticipated in these statements. Forward-looking statements involve known and unknown risks, uncertainties, assumptions and other important factors, many of which are beyond the control of the Company, the Directors of the Company and management of the Company. A number of important factors could cause actual results or performance to differ materially from the forward-looking statements. Applicants should consider the forward-looking statements contained in this Offer Document in light of those disclosures and not place reliance on such statements. Any forward-looking statements, opinions and estimates in this Offer Document are based on assumptions and contingencies which are subject to change without notice, as are statements about market and industry trends, which are based on interpretations of current market conditions.

Neither the Company, the Underwriter nor their respective related bodies corporate or affiliates nor their respective directors, officers, partners, employees and agents give any warranty, representation, assurance or guarantee that the occurrence of the events expressed or implied in any of the forward-looking statements in this Offer Document will actually occur. In addition, please note that past performance should not be relied upon as (and is not) an indication or guarantee of future performance.

Except as required by law or regulation (including the Listing Rules), the Company undertakes no obligation to provide any additional or updated information whether as a result of new information, future events or results or otherwise. Indications of, or guidance or outlook on, future earnings or financial position or performance are also forward-looking statements.

#### **Disclaimer**

No person or entity is authorised to give any information, or to make any representation, in connection with the Offers not contained in this Offer Document. Any information or representation not contained in this Offer Document may not be relied on as having been authorised by the Company, or its related bodies corporate, in connection with the Offers. Neither the Company, nor any other person or entity, warrants the future performance of the Company or any return on any investment made under the Offers.

None of the Company's advisers nor any of their respective affiliates or related bodies corporate nor any of their respective directors, officers, partners, employees, representatives or agents have authorised or caused

the issue of this Offer Document and they do not take any responsibility for the information set out in this Offer Document or any action taken by you on the basis of such information.

To the maximum extent permitted by law, the Company's advisers and their respective affiliates or related bodies corporate and any of their respective directors, officers, partners, employees, representatives or agents exclude and disclaim all liability for any expenses, losses, damages or costs incurred by you as a result of your participation in the Offers or this Offer Document being inaccurate or incomplete in any way for any reason, whether by negligence or otherwise.

None of the Company's advisers nor any of their respective affiliates or related bodies corporate nor any of their respective directors, officers, partners, employees, representatives or agents make any recommendations as to whether you or your related parties should participate in the Offers, nor do they make any representations or warranties to you concerning the Offers, or any information contained in the Offer Document and you represent, warrant and agree that you have not relied on any statements made by any of the Company's advisers or any of their respective affiliates or related bodies corporate or any of their respective directors, officers, partners, employees, representatives or agents in relation to the New Shares, Shortfall Shares or the Offers generally. Statements made in this Offer Document are made only as at the date of this Offer Document. The information in this Offer Document remains subject to change without notice.

### **Website**

No document or information included on the Company's website is incorporated by reference into this Offer Document.

### **Diagrams**

Any diagrams used in this Offer Document are illustrative only and may not be drawn to scale. Unless otherwise stated, all data contained in charts, graphs and tables is based on information available at the date of this Offer Document.

### **Currency**

All financial amounts contained in this Offer Document are expressed as Australian dollars unless otherwise stated.

### **Rounding**

Any discrepancies between totals and sums and components in tables contained in this Offer Document are due to rounding.

### **Time**

All references to time in this Offer Document are references to Melbourne, Australia time, unless otherwise stated.

### **Glossary**

Defined terms and abbreviations used in this Offer Document are detailed in the glossary of terms in Section 6.

### **Offer Document intended to be read in conjunction with publicly available information**

This Offer Document is intended to be read in conjunction with the publicly available information in relation to the Company which has been notified to ASX and does not include all of the information that would be included in a prospectus for an initial public offering of securities in an entity that is not already listed on a stock exchange. Investors should therefore have regard to the other publicly available information in relation to the Company before making a decision whether or not to invest, including the announcements made by the Company on 8 November 2019. All announcements made by the Company are available from its website [www.domacom.com.au](http://www.domacom.com.au) or the ASX website [www.asx.com.au](http://www.asx.com.au).

# **CORPORATE DIRECTORY**

## **REGISTERED OFFICE AND PRINCIPAL PLACE OF BUSINESS**

Level 6  
99 Queen Street  
Melbourne  
VIC 3000  
Tel: 1300 365 930

## **DIRECTORS**

Grahame D Evans (Chairman)  
David H Archbold  
Graeme A Billings  
Peter C Church OAM  
Ross A Laidlaw  
Arthur Naoumidis  
George Paxton  
Matthew Roberts

## **COMPANY SECRETARY**

Philip JR Chard

## **SHARE REGISTRY**

Boardroom Pty Limited  
Level 12, 225 George Street  
Sydney  
NSW 2000

## **LAWYERS**

Hall & Wilcox  
Level 11, Rialto South Tower  
525 Collins Street  
Melbourne  
VIC 3000

## **UNDERWRITER**

Ascot Securities Pty Ltd  
Level 21, 133 Castlereagh Street  
Sydney  
NSW 2000

## INDICATIVE TIMETABLE

Event	Date
Execute Underwriting Agreement, announce Offer, deliver Appendix 3B to ASX	Friday 8 November 2019
Notice sent to Eligible Shareholders containing information required by Appendix 3B and details of the timetable (in particular, the “ex” date and offer close date)	Monday 11 November 2019
‘Ex’ date (date from which securities commence trading without the entitlement to participate in the Offer)	Thursday 14 November 2019
Record Date for Entitlement Offer	Friday 15 November 2019
Dispatch of Offer Document and personalised Entitlement and Acceptance Forms to Eligible Shareholders and Entitlement Offer opens Release of Offer Document	Tuesday 19 November 2019
Closing date of Entitlement Offer (5.00pm AEDT)	Thursday 5 December 2019
New shares quoted on deferred settlement basis	Friday 6 December 2019
Notify ASX of undersubscriptions and announcement of Shortfall Offer (if applicable)	Tuesday 10 December 2019
Issue date	Wednesday 11 December 2019

Dates are indicative only and are subject to change. DomaCom reserves the right, subject to the Listing Rules, to amend this indicative Timetable

The Directors reserve the right not to proceed with the whole or part of the Offer any time prior to allotment and issue of the New Shares. In that event, any payments received for Applications will be returned in full without interest.

# 1 DETAILS OF ENTITLEMENT OFFER

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## 1.1 Background

On 8 November 2019, the Company announced that it was undertaking a fundraising initiative to raise a total of approximately \$3 million (before costs). Details of the Entitlement Offer are set out below. The key purpose of the Entitlement Offer is to fund DomaCom's continued development in its investment platform and growth in sales in both the Superannuation and Retirements markets.

## 1.2 Entitlement Offer

The Company is making a non-renounceable pro rata entitlement offer to Eligible Shareholders of New Shares at an issue price of \$0.07 each, on the basis of one New Share for every 4.7 Shares held on the Record Date, to raise approximately \$3 million (before costs) (**Entitlement Offer**).

The Entitlement Offer is being made pursuant to section 708AA of the Corporations Act (as modified by ASIC Corporations (Non-Traditional Rights Issues) Instrument 2016/84) and ASIC Corporations (Disregarding Technical Relief) Instrument 2016/73.

At the Record Date, the Company expects to have 202,224,379 Shares on issue. Approximately 42,844,148 New Shares may be issued under the Entitlement Offer (subject to rounding).

All of the New Shares will rank equally with the Shares on issue at the date of this Offer Document. Refer to Section 2 for a summary of the rights attaching to New Shares.

Where the determination of the Entitlement of any Eligible Shareholder results in a fraction of a New Share, such fraction will be rounded up to the nearest whole New Share.

This Offer Document is also for the offer of New Shares that are not applied for under the Entitlement Offer. Refer to Section 2 for further details of the Shortfall Offer and the shortfall allocation policy.

## 1.3 Reason for the Entitlement Offer

The purpose of the Entitlement Offer is to raise funds to:

- Increase investment in the DomaCom platform
- To support growth in sales in both the superannuation and retirement markets via its innovative products
- General working capital requirements

The Company intends to apply the funds raised from the Entitlement Offer as follows:



Description	\$
Investment in DomaCom Platform	Up to 700,000
Sales and marketing of product offerings into targeted markets	Up to 940,000
Working capital <sup>1</sup>	Up to 940,000
Estimated underwriting costs of the Entitlement Offer and other associated costs of the Entitlement Offer <sup>2</sup>	420,000
<b>Total</b>	<b>3,000,000</b>

1: Working capital includes costs associated with staffing, office, corporate, service providers and administration.

2: Includes underwriting fees payable by the Company to the underwriter of 10% of the New Issue, legal costs and regulatory costs. In addition, a further amount of up to \$150,000 may be payable to the Underwriter. This has not been included in the above table as the amount is dependent on the amount of shares to be taken up by the Underwriter and therefore is unknown.

The above table is a statement of the Board's intentions as at the date of this Offer Document. The allocation of funds set out in the above table may change depending on a number of factors, including the outcome of sales and marketing activities, investment activities, regulatory change, market and general economic conditions and environmental factors.

In light of this, the Board reserves the right to alter the way the funds are applied. In the event that the Offers result in the Company raising an amount lower than the targeted raising amount of approximately \$3.0 million (for example due to termination of the Underwriting Agreement), the total amounts detailed in the table above will be scaled back at the Board's discretion.

## 1.4 Capital Structure

On the basis that the Company completes the Entitlement Offer, the Company's indicative capital structure will be as follows:

	Number of Shares	Number of Options	Convertible Notes	Performance Rights
Balance at the date of this Offer Document	202,224,379	5,550,000	3,600,000	725,288
To be issued under the Offers	42,844,148	-	-	-
Total following Offers	245,068,527	5,550,000	3,600,000	725,288

## 1.5 ASX Announcement

Further information in relation to the Entitlement Offer and the Company was announced to the ASX on 8 November 2019. Please refer to the ASX announcement in Section 5 of this Offer Document.

## **2 FURTHER DETAILS OF THE ENTITLEMENT OFFER**

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### **2.1 Minimum subscription**

There is no minimum subscription for the Entitlement Offer. The Entitlement Offer is fully underwritten on the terms detailed in this Section.

### **2.2 Entitlements and acceptance**

The Entitlement of Eligible Shareholders to participate in the Entitlement Offer is determined on the Record Date. Your Entitlement is shown on the Entitlement and Acceptance Form accompanying this Offer Document.

Acceptance of a completed Entitlement and Acceptance Form and Application Monies by the Company creates a legally binding contract between the Applicant and the Company for the number of New Shares accepted by the Company. The Entitlement and Acceptance Form does not need to be signed to be a binding acceptance of New Shares.

If an Entitlement and Acceptance Form is not completed correctly it may still be treated as valid. The Directors' decision as to whether to treat the acceptance as valid and how to construe, amend or complete the Entitlement and Acceptance Form is final.

### **2.3 No rights trading**

The rights to New Shares under the Entitlement Offer are non-renounceable. Accordingly, there will be no trading of rights on the ASX and you may not dispose of your rights to subscribe for New Shares under the Entitlement Offer to any other party. If you do not take up your Entitlement by the Closing Date, the Entitlement Offer to you will lapse.

### **2.4 Pro-forma financial information**

To demonstrate the indicative impact of the Entitlement, offer on the financial position of the Company, a pro-forma statement of financial position has been provided below. The audited statement of financial position as at 30 June 2019, as set out in the 30 June 2019 Annual Report (announced to the ASX on 21 August 2019) has been used for the purposes of the pro-forma statement. Certain other pro-forma events are also displayed (in addition to completion of the Entitlement Offer) as listed in the notes set out below the pro-forma statement of financial position.

	Actual 30 June 2019	Pro-forma Adjustments	Pro-forma 30 June 2019
	\$	\$	\$
<b>CURRENT ASSETS</b>			
Cash and cash equivalents	769,210	4,415,000	5,184,210
Receivables	471,476	0	471,476
Prepayments and other assets	140,845	0	140,845
<b>TOTAL CURRENT ASSETS</b>	<b>1,381,531</b>	<b>4,415,000</b>	<b>5,796,531</b>
<b>NON-CURRENT ASSETS</b>			
Property, plant and equipment	2,178	0	2,178
Intangible assets	2,041,736	0	2,041,736
<b>TOTAL NON-CURRENT ASSETS</b>	<b>2,043,914</b>	<b>0</b>	<b>2,043,914</b>
<b>TOTAL ASSETS</b>	<b>3,425,445</b>	<b>4,415,000</b>	<b>7,840,445</b>
<b>CURRENT LIABILITIES</b>			
Payables	385,988	0	385,988
Provisions	294,643	0	294,643
Borrowings	200,000	0	200,000
<b>TOTAL CURRENT LIABILITIES</b>	<b>880,631</b>	<b>0</b>	<b>880,631</b>
<b>NON-CURRENT LIABILITIES</b>			
Provisions	96,379	0	96,379
Borrowings	2,981,232	0	2,981,232
<b>TOTAL NON-CURRENT LIABILITIES</b>	<b>3,077,611</b>	<b>0</b>	<b>3,077,611</b>
<b>TOTAL LIABILITIES</b>	<b>3,958,242</b>	<b>0</b>	<b>3,958,242</b>
<b>NET ASSETS</b>	<b>(532,797)</b>	<b>4,415,000</b>	<b>3,882,203</b>
<b>EQUITY</b>			
Issued Capital	28,070,423	5,465,000	33,535,423
Reserves	1,481,916	0	1,481,916
Accumulated Losses	(30,085,136)	(1,050,000)	(31,135,136)
<b>TOTAL EQUITY</b>	<b>(532,797)</b>	<b>4,415,000</b>	<b>3,882,203</b>

Pro-forma adjustments included in the pro-forma statement of financial position comprise:

1. Cash to be raised under the Offers of approximately \$3,000,000 (before costs) via the issue of approximately 42,844,148 Shares under the Entitlement Offer at an issue price of 7.0 cents per Share.
2. Underwriting costs of the Offers calculated at 10% of the total equity raised (estimated as \$300,000).

3. Other issue costs of the Offers are indicatively estimated to total of \$120,000, of which part is charged to profit and loss and part to Equity according to the nature of the costs. In addition a further amount of up to \$150,000 may be payable to the Underwriter. This has not been included as a pro-forma adjustment as the amount is dependent on the amount of shares to be taken up by the Underwriter and therefore is unknown.

4. Capital raised of \$3,000,000 less issue costs through the Placements made on 13<sup>th</sup> September 2019 and 30<sup>th</sup> September 2019.

5. Estimated operating expenses for the period from 1 July 2019 to 30 September 2019.

The pro-forma balance sheet has not been audited or reviewed and, other than the estimated costs of the Offers, it does not include the indicative expenditure of the proceeds of the Entitlement Offer referred to in Section 1.

## 2.5 Shortfall Offer

Any New Shares under the Entitlement Offer that are not applied for will form the Shortfall Shares. The offer to issue Shortfall Shares is a separate offer under this Offer Document (**Shortfall Offer**).

Under this Offer Document, subject to the Shortfall allocation policy described below, the Company offers to issue the Shortfall Shares to certain investors as described in that Section at \$0.07 cents each, being the same price as the New Shares being offered under the Entitlement Offer.

The Shortfall Offer is currently scheduled to close on the Closing Date but the Directors (subject to the agreement of the Underwriter) reserve the right to extend the date that the Shortfall Offer closes by up to three months after the closing date of the Entitlement Offer, without prior notice.

Eligible Shareholders may apply for Shortfall Shares by completing the relevant section of their Entitlement and Acceptance Form (refer to Section 3 for further details). See below for further details on the Shortfall allocation policy.

An Application for Shortfall Shares accompanied by payment of Application Monies does not guarantee the allotment of any Shortfall Shares.

It is an express term of the Entitlement Offer that an Applicant for Shortfall Shares will be bound to accept a lesser number of Shortfall Shares allocated to them than applied for, if so allocated. If a lesser number of Shortfall Shares is allocated to an Applicant than applied for, excess Application Monies will be refunded without interest to the Applicant.

Shortfall Shares will be allocated in priority to Eligible Shareholders who apply for Shortfall Shares under the Shortfall Offer in consultation with the Underwriter. All decisions regarding the allocation of Shortfall Shares will be made by the Underwriter and will be final and binding on all Eligible Shareholders.

Directors, their associates and any other related party of the Company are ineligible to participate in the Shortfall Offer.

## 2.6 Underwriting Agreement

Settlement of the Offer is underwritten by Ascot Securities Pty Ltd (**Underwriter**) pursuant to an underwriting agreement between the Company and the Underwriter entered into on or about 8 November 2019. Under the Underwriting Agreement, the Underwriter has agreed to fully underwrite the Offer.

### 2.6.1 Fees and expenses

The Company has agreed to pay:

- an underwriting fee of 10.0% of the Underwritten Amount being \$3 million; and
- a capital raising fee of 5.0% of the amount the Underwriter is required to take up as shares.

### 2.6.2 Underwriter's rights and obligations

- **To Underwrite the Offer**

On the conditions and for the consideration appearing in this Agreement, the Underwriter agrees to underwrite the subscription of the shares under the Offer.

- **Sub-underwriters**

- The Underwriter may at any time in its absolute discretion appoint sub-underwriters to sub-underwrite the Offer.
- The Underwriter must ensure that neither, the Underwriter, its associates or any sub-underwriter, or any other person will acquire through participation in underwriting or sub-underwriting the Offer a relevant interest in shares that results in a person's voting power increasing from 19.99% or from a starting point that is above 20% to a greater percentage on completion of the Offer, without the prior written consent of the Company.
- Subject to disclosure in the Offer Document and compliance with all applicable laws, sub-underwriters must not be a related party of the Company as defined in Section 228 of the Corporations Act.
- The Underwriter must pay all fees and commissions due to sub-underwriters of the Offer.
- The appointment of any such sub-underwriters will not limit the Underwriter's obligations to underwrite the Offer.

### 2.6.3 Termination

The Underwriter may terminate the Underwriting Agreement in writing to the Company given on or at any time before 5:00pm (AEST) on the issue date, without cost or liability to itself if any of the following events occur:

- **(Non-compliance with disclosure requirements):** it transpires that the Offer Document does not contain all the information required by the Corporations Act;
- **(Misleading Offer Document):** it transpires that there is a statement in the Offer Document that is misleading or deceptive or likely to mislead or deceive; or
- **(proceedings):** ASIC or any other person proposes to conduct any enquiry, investigation or proceedings, or to take any regulatory action or to seek any remedy, in connection with the Offer or the Offer Document, or publicly foreshadows that it may do so; or
- **(Unable to issue shares):** the Company is prevented from issuing the shares within the time required by, the Underwriting Agreement, the Corporations Act, the Listing Rules, any statute, regulation or order of a court of competent jurisdiction by ASIC, ASX or any court of competent jurisdiction or any governmental or semi-governmental agency or authority; or
- **(No quotation approval):** The Company fails to lodge an Appendix 3B in relation to the offer by the time required by the Listing Rules, the Corporations Act or any other regulations; or
- **(ASIC application):** an application is made by ASIC for an order under Section 1324B or any other provision of the Corporations Act in relation to the Offer Document, and that application has not been dismissed or withdrawn; or
- **(ASIC hearing):** ASIC gives notice of its intention to hold a hearing under Section 739 of the Corporations Act in relation to the Offer Document to determine if it should make a stop order in relation to the Offer Document or ASIC makes an interim or final stop order in relation to the Offer Document under Section 739 of the Corporations Act; or
- **(Takeovers Panel):** The Takeovers Panel makes a declaration that circumstances in relation to the affairs of the Company are unacceptable circumstances under Pt 6.10 of the Corporations Act, which in the Underwriter's reasonable opinion has a material adverse effect; or
- **(Authorisation):** any authorisation which is material to anything referred to in the Offer Document is repealed, revoked or terminated or expires, or is modified or amended in a manner unacceptable to the Underwriter acting reasonably; or
- **(Indictable offence):** a director or senior manager of the DomaCom Group is charged with an indictable offence; or
- **(Termination events subject to materiality):** Any of the following events occurs:
  - **(Default):** Material default or material breach by the Company under this Agreement of any material terms, conditions, covenants or undertakings;
  - **(Incorrect or untrue representation):** Any representation, warranty or undertaking given by the Company in the Underwriting Agreement is or becomes untrue or incorrect in a material respect;
  - **(Contravention of constitution or Act):** A material contravention by the DomaCom Group of any provision of its constitution, the Corporations Act, the Listing Rules or any other applicable legislation or any policy or requirement of ASIC or ASX;

- **(Adverse change):** An event occurs which gives rise to a Material Adverse Effect or any development including a likely Material Adverse Effect after the date of this Agreement in the assets, liabilities, financial position, trading results, profits, forecasts, losses, prospects, business or operations of the DomaCom Group;
- **(Significant change):** A "new circumstance" as referred to in Section 719(1) of the Corporations Act arises that is materially adverse from the point of view of an investor;
- **(Misleading information):** Any information supplied at any time by the Company or any person on its behalf to the Underwriter in respect of any aspect of the Offer or the affairs of the DomaCom Group is or becomes misleading or deceptive or likely to mislead or deceive;
- **(Change in Act or policy):** There is introduced, or there is a public announcement of a proposal to introduce, into the Parliament of Australia or any of its States or Territories, any Act or prospective Act or budget or the Reserve Bank of Australia, or any Commonwealth or State authority adopts or announces a proposal to adopt any new, or any major change in, existing, monetary, taxation, exchange or fiscal policy that has not been publicly disclosed or proposed as at the date of this Agreement and which prohibits the Offer or requires a change to the terms of the Offer set out in the Offer Document;
- **(Prescribed Occurrence):** A Prescribed Occurrence occurs, other than as disclosed in the Offer Document;
- **(Suspension of debt payments):** The Company suspends payment of its debts generally;
- **(Event of Insolvency):** An Event of Insolvency occurs in respect of the Company;
- **(Judgment against the DomaCom Group):** a judgment in an amount exceeding \$50,000 is obtained against the DomaCom Group and is not set aside or satisfied within 7 days;
- **(Litigation):** litigation, arbitration, administrative or industrial proceedings are after the date of this Agreement commenced against the Company except as disclosed in the Offer Document;
- **(Board and senior management composition):** subject to as disclosed in the Offer Document, there is a change in the composition of the Board or a change in the senior management of the Company before the date of issue of the New Shares without the prior written consent of the Underwriter (not to be unreasonably withheld or delayed);
- **(Change in shareholdings):** there is a material change in the major or controlling shareholdings of the Company (other than as a result of the Offer or a matter disclosed in the Offer Document or as the result of any actions taken by the Underwriter or any of its Associates) or a takeover offer or scheme of arrangement pursuant to Chapter 5 or 6 of the Corporations Act is publicly announced in relation to the DomaCom Group;

- **(Indicative Timetable):** there is a delay in any specified date in the Indicative Timetable, which is greater than 5 Business Days, without the written consent of the Underwriter (such consent not to be unreasonably withheld or delayed);
- **(Force Majeure):** an event of Force Majeure affecting the Company's business or any obligation under the Agreement which lasts in excess of 7 days;
- **(Certain resolutions passed):** the DomaCom Group passes or takes any steps to pass a resolution under Section 254N, Section 257A or Section 260B of the Corporations Act or a resolution to amend its constitution without the prior written consent of the Underwriter (not to be unreasonably withheld or delayed);
- **(Capital Structure):** the DomaCom Group alters its capital structure in any manner not contemplated by the Offer Document;
- **(Breach of Material Contracts):** subject to as disclosed in the Offer Document, any of contract announced to the ASX is terminated or substantially modified; or
- **(Market Conditions):** a suspension or material limitation in trading generally on ASX occurs or any material adverse change or disruption occurs in the existing financial markets, political or economic conditions of Australia, Japan, the United Kingdom, the United States of America or other international financial markets.

#### **2.6.4 Conditions, warranties, undertakings and other terms**

The Underwriting Agreement contains certain standard representations, warranties and undertakings by the Company to the Underwriter.

The warranties relate to matters such as conduct by the Company and information provided by the Company and the conduct of the Offer.

Subject to certain exclusions relating to, among other things, wilful default, fraud or negligence of an indemnified party the Company agrees to keep the Underwriter and certain affiliated parties indemnified from losses suffered in connection with the Offer.

### **2.7 Dilution and effect on the control of the Company**

Shareholders should note that if they do not participate in the Entitlement Offer, following settlement of the Offers their holdings are expected to be diluted by approximately 21% (as compared to their holdings and number of Shares on issue as at the date of this Offer Document).

No New Shares will be issued to any Applicant if, in the view of the Directors, to do so would result in a breach of the Listing Rules, the Corporations Act or any other applicable law.

### **2.8 Potential Control Implications of the Entitlement Offer**

The Entitlement Offer is fully underwritten by the Underwriter.



The effect of these underwriting arrangements is that, depending on the extent Eligible Shareholders take up their entitlement and apply for any Shortfall Shares (and in consequence the extent to which the Underwriter and any sub underwriter are required to subscribe for any shortfall):

- the voting power of the Underwriter could increase within a range from 0% to 17.5%; and
- the aggregate voting power of HALO Technologies Pty Ltd and its associates could increase within a range from 19.9% to 34.0%.

## 2.9 Directors' Interests

Each Director's interest including their related parties in the securities of the Company as at the date of this Offer Document and their Entitlement is detailed in the table below.

Director	Shares	Entitlement
Mr. Grahame Evans	1,017,403	215,551
Mr. Arthur Naoumidis	17,701,094	3,750,231
Mr. David H Archbold	383,335	81,215
Mr. Graeme A Billings	508,335	107,698
Mr. Peter C Church OAM	183,335	38,842
Mr. Ross A Laidlaw	2,165,309	458,751
Mr Matthew Roberts <sup>1</sup>	-	-
Mr George D Paxton	-	-

No options were held by any of the Directors at the date of this Offer Document.

<sup>1</sup> Mr Roberts is deemed to have an interest in the 40,431,267 ordinary shares held by Halo Investment Co Pty Limited

## 2.10 Notice to nominees and custodians

The Entitlement Offer is being made to all Eligible Shareholders.

Nominees and custodians should note that the Entitlement Offer is not available to beneficiaries on whose behalf they hold Shares who would not satisfy the criteria for an Eligible Shareholder; prevent that breach by deferring the issue of the portion of New Shares which would breach that section until the time of issue of New Shares under the Entitlement Offer and Shortfall Shares.

The Company is not required to determine whether or not any registered Shareholder or investor is acting as a nominee or custodian or the identity or residence of any beneficial owners of existing Shares. Where any person is acting as a nominee or custodian for a foreign person that person in dealing with its beneficiary will need to assess whether indirect participation in the Entitlement Offer by the beneficiary, complies with applicable foreign laws.

## 2.11 Opening and closing dates

The Company will accept Entitlement and Acceptance Forms in respect of the Entitlement Offer from Eligible Shareholders from the Opening Date until 5.00pm (AEDT) on the Closing Date or such other

date as the Directors (subject to the agreement of the Underwriter) shall determine, subject to the Listing Rules.

A completed Application Form, or payment made by BPAY®, must be received no later than 5.00pm (AEDT) on the Closing Date. It is the responsibility of all Eligible Shareholders to ensure that their Application Form or BPAY® payments are received by the Company on or before the Closing Date.

The Shortfall Offer is currently scheduled to close on the Closing Date, but the Directors reserve the right (subject to the agreement of the Underwriter) to extend the date that the Shortfall Offer closes by up to three months after the Closing Date, without prior notice.

## **2.12 Issue and Despatch**

It is the responsibility of Applicants to determine their allocation prior to trading in New Shares. Applicants who sell New Shares before they receive their holding statements will do so at their own risk.

The issue of New Shares and despatch of holding statements are expected to occur on the dates specified in the Indicative Timetable.

## **2.13 Application Monies held on trust**

All Application Monies will be held on trust in a bank account maintained solely for the purpose of depositing Application Monies received pursuant to this Offer Document until the New Shares are issued. All Application Monies will be returned without interest in accordance with the Corporations Act if the New Shares are not issued.

## **2.14 Application Forms and BPAY® payments**

Acceptance of a completed Application Form, or alternatively, a BPAY® payment, by the Company creates a legally binding contract between the Applicant and the Company for the number of New Shares accepted by the Company. The Application Form does not need to be signed to be a binding acceptance of New Shares.

If the Application Form is not completed correctly it may still be treated as valid. The Directors' decision whether to treat a completed Application Form as valid and how to construe, amend or complete the Application Form is final.

## **2.15 Rights and liabilities attaching to New Shares**

The New Shares will rank equally in respect of dividends and have the same rights in all other respects (e.g. voting, bonus issues) as existing Shares.

Details of the rights and liabilities 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.

The Company does not currently intend to pay any dividends. Payment of dividends by the Company will be at the discretion of the Board after taking into account many factors, including, but not limited to, the Company's operating results, financial condition and current and anticipated cash needs.

## **2.16 ASX quotation**

The Company has applied to the ASX for Official Quotation of the New Shares in accordance with the Listing Rule requirements. ASX takes no responsibility for the contents of this Offer Document. The fact that ASX may grant Official Quotation is not to be taken in any way as an indication of the merits of the Company or the New Shares.

## **2.17 CHESS**

The Company participates in the Clearing House Electronic Sub Register System, known as CHESS. ASX Settlement, a wholly owned subsidiary of ASX, operates CHESS in accordance with the Listing Rules and Securities Clearing House Business Rules.

Under CHESS, Applicants will not receive a certificate but will receive a statement of their holding of New Shares.

If you are broker sponsored, ASX Settlement will send you a CHESS statement.

The CHESS statement will set out the number of New Shares issued under this Offer Document, provide details of your holder identification number, the participant identification number of the sponsor and the terms and conditions applicable to the New Shares.

If you are registered on the Issuer Sponsored subregister, your statement will be despatched by the Share Registry and will contain the number of New Shares issued to you under this Offer Document and your security holder reference number.

A CHESS statement or Issuer Sponsored statement will routinely be sent to Shareholders at the end of any calendar month during which the balance of their shareholding changes. Shareholders may request a statement at any other time; however, a charge may be made for additional statements.

## **2.18 Continuous disclosure obligations**

The Company is a 'disclosing entity' (as defined in section 111AC of the Corporations Act) and, as such, is subject to regular reporting and disclosure obligations. Specifically, like all listed companies, the Company is 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.

This Offer Document is intended to be read in conjunction with the publicly available information in relation to the Company which has been notified to ASX and does not include all of the information

that would be included in a prospectus, including for an initial public offering of securities in an entity that is not already listed on a stock exchange. Investors should therefore have regard to the other publicly available information in relation to the Company before making a decision whether or not to invest.

All announcements made by the Company are available from its website [www.domacom.com.au](http://www.domacom.com.au) or the ASX website [www.asx.com.au](http://www.asx.com.au).

Additionally, the Company is required to prepare and lodge with ASIC yearly and half yearly financial statements accompanied by a directors' statement and report, and an audit report or review. These reports are released to ASX and published on the websites of the Company and ASX.

## **2.19 Risks of the Offer**

As with any securities investment, there are risks associated with investing in the Company. Having regard to the risks applicable to the Company detailed in Section 4, Eligible Shareholders should be aware that an investment in the New Shares should be considered highly speculative and there exists a risk that you may, in the future, lose some or all of the value of your investment.

Before deciding to invest in the Company, investors should read this Offer Document in its entirety, in particular the non-exhaustive risks associated with an investment in the Company (detailed in Section 4), and should consider all factors in light of their personal circumstances and seek appropriate professional advice.

## **2.20 Withdrawal**

The Directors may at any time decide to withdraw this Offer Document and the Offers, in which case, all Application Monies will be returned without interest in accordance with the Corporations Act.

## **2.21 Privacy**

The Company collects information about each Applicant provided on an Application Form for the purposes of processing the Application and, if the Application is successful, to administer the Applicant's security holding in the Company.

By submitting an Application Form, each Applicant agrees that the Company may use the information provided by an Applicant on the Application Form for the purposes detailed in this privacy disclosure statement and may disclose it for those purposes to the Share Registry, the Company's related bodies corporate, agents, contractors and third party service providers, including mailing houses and professional advisers, and to ASX and regulatory authorities.

If you do not provide the information required on Application Form, the Company may not accept or process your Application.

An Applicant has an entitlement to gain access to the information that the Company holds about that person subject to certain exemptions under law. A fee may be charged for access. Access requests must be made in writing to the Company's registered office.

## **2.22 Cleansing Notice**

The Company lodged a Cleansing Notice with ASX on 8 November 2019. The Cleansing Notice may be reviewed on the websites of the Company and ASX.

## **2.23 Enquiries concerning Offer Document or Entitlement and Acceptance Form**

If you have any questions in relation to this Offer Document or the Entitlement and Acceptance Form, please contact the Company Secretary, Philip Chard, on +61 3 8609 7077.

## 3 ACTIONS REQUIRED BY APPLICANTS

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### 3.1 Eligible Shareholders

Your entitlement to participate in the Entitlement Offer will be determined on the Record Date. The number of New Shares which Eligible Shareholders are entitled to is shown on the personalised Entitlement and Acceptance Form accompanying this Offer Document.

If you do not accept your Entitlement, then your percentage holding in the Company will be diluted.

If you are an Eligible Shareholder, you may:

- accept all of your Entitlement;
- accept all of your Entitlement and apply for New Shares in excess of your Entitlement by applying for Shortfall Shares;
- accept part of your Entitlement and allow the balance to lapse;
- allow all of your Entitlement to lapse.

#### *(a) Acceptance of ALL of your Entitlement under the Entitlement Offer*

If you wish to accept your Entitlement in full, you should complete the Entitlement and Acceptance Form in accordance with the instructions contained in this Offer Document and detailed on the Entitlement and Acceptance Form, including the number of New Shares you wish to accept under the Entitlement Offer and the total Application Monies (calculated at \$0.07 cents per New Share accepted under the Entitlement Offer). Please read the instructions carefully.

Mailing Address	Hand Delivery Address (Between 9:00 am and 5:00 pm)
DomaCom Limited C/- Boardroom Pty Limited GPO BOX 3993 Sydney NSW 2001 Australia	DomaCom Limited C/- Boardroom Pty Limited Level 12, 225 George Street, Sydney NSW 2000 Australia

#### *(b) Acceptance of ALL of your Entitlement and applying for Shortfall Shares*

If you wish to accept your Entitlement in full and apply for New Shares in excess of your Entitlement by applying for Shortfall Shares (subject to the terms of the Shortfall allocation policy, including the Top-Up Facility, as described in Section 2), you should complete the Entitlement and Acceptance Form in accordance with the instructions contained in this Offer Document and detailed on the Entitlement and Acceptance Form, including the number of New Shares you wish to accept under the Entitlement Offer and apply for under the Shortfall Offer and the total Application Monies (calculated at \$0.07 cents per New Share accepted under the Entitlement Offer and applied for under the Shortfall Offer). Please read the instructions carefully. Please return the completed Entitlement and Acceptance Form, together with the Application Monies (in full) in accordance with Section 3.2, to the Share Registry so that it is received at the following address by no later than 5.00pm (AEDT) on the Closing Date

Mailing Address	Hand Delivery Address (Between 9:00 am and 5:00 pm)
DomaCom Limited C/- Boardroom Pty Limited GPO BOX 3993 Sydney NSW 2001 Australia	DomaCom Limited C/- Boardroom Pty Limited Level 12, 225 George Street, Sydney NSW 2000 Australia

*(c) Acceptance of PART of your Entitlement and allowing the balance to lapse*

If you wish to accept part of your Entitlement and allow the balance to lapse, you should complete the Entitlement and Acceptance Form in accordance with the instructions contained in this Offer Document and detailed on the Entitlement and Acceptance Form, including the number of New Shares you wish to accept under the Entitlement Offer and the total Application Monies (calculated at \$0.07 cents per New Share accepted under the Entitlement Offer). Please read the instructions carefully.

Please return the completed Entitlement and Acceptance Form, together with the Application Monies (in full) in accordance with Section 3.2, to the Share Registry so that it is received at the following address by no later than 5.00pm (AEDT) on the Closing Date. Mailing Address Hand Delivery Address (between Sydney

Mailing Address	Hand Delivery Address (Between 9:00 am and 5:00 pm)
DomaCom Limited C/- Boardroom Pty Limited GPO BOX 3993 Sydney NSW 2001 Australia	DomaCom Limited C/- Boardroom Pty Limited Level 12, 225 George Street, Sydney NSW 2000 Australia

*(d) Allowing all of your Entitlement to lapse*

If you do not wish to accept any of your Entitlement, you are not obliged to do anything. The number of Shares you currently hold and the rights attaching to those Shares will not be affected should you choose not to accept your Entitlement, however, your percentage holding in the Company will be diluted.

*(e) Enquiries concerning your Entitlement*

If you have any queries concerning your Entitlement, please contact the Company Secretary, Philip Chard, on +61 3 8609 7077.

## **3.2 Payment**

The offer price of New Shares under the Offers is \$0.07 cents per New Share.

Application Monies must be received by the Company by 5.00pm (AEDT) on the Closing Date.

Completed Application Forms must be accompanied by a cheque, bank draft or money order drawn in Australian dollars, made payable to DomaCom Limited' and crossed 'Not Negotiable'.

Eligible Shareholders participating in the Entitlement Offer, and who wish to pay via BPAY® must follow the instructions on the Entitlement and Acceptance Form. You will be deemed to have accepted all or part of your Entitlement (as applicable) upon receipt of the BPAY® payment by the Company.

If paying via BPAY®, Eligible Shareholders should be aware that their own financial institution may implement earlier cut off times with regards to electronic payment and it is the responsibility of Eligible Shareholders to ensure that funds are submitted through BPAY® by the date and time mentioned above. If you elect to pay via BPAY®, you must follow the instructions for BPAY® set out in the Entitlement and Acceptance Form and you will not need to return the Entitlement and Acceptance Form.

The Company shall not be responsible for any postal or delivery delays, or delay in the receipt of the BPAY® payment.

### **3.3 Representations by Applicants**

By completing and returning an Application Form or by paying any Application Monies by BPAY®, in addition to the representations set out elsewhere in this Offer Document and the Application Form, you:

- a) if participating in the Entitlement Offer, represent to the Company that you are an Eligible Shareholder;
- b) acknowledge that you have received a copy of this Offer Document and the accompanying Application Forms, and read them all in their entirety;
- c) agree to be bound by the terms of the Offers, the provisions of this Offer Document and the Application Forms and the Constitution;
- d) authorise the Company to register you as the holder(s) of the New Shares allotted to you;
- e) declare that all details and statements in the Application Forms are complete and accurate;
- f) declare that you are over 18 years of age and have full legal capacity and power to perform all your rights and obligations under the Application Forms;
- g) acknowledge that once an Application Form is returned, or a BPAY® payment instruction is given in relation to any Application Monies, the Application may not be varied or withdrawn except as required by law;
- h) agree to accept and be issued up to the number of New Shares specified in the Application Forms at the issue price of \$0.07 cents per New Share;
- i) authorise the Company and its respective officers or agents to do anything on your behalf necessary for the New Shares to be issued to you, including to act on instructions of the Share Registry upon using the contact details set out in the Application Forms;
- j) if participating in the Entitlement Offer, declare that you were the registered holder at 5.00pm (AEDT) on the Record Date of the Shares indicated on your personalised Entitlement and Acceptance Form as being held by you at 5.00pm (AEDT) on the Record Date;
- k) acknowledge and agree that determination of eligibility of investors is determined by reference to a number of matters, including legal and regulatory requirements, logistical and registry constraints and the discretion of the Company and/or the Underwriter;
- l) acknowledge and agree that the information contained in this Offer Document and the Application Forms is not investment advice nor a recommendation that New Shares are suitable for you given your investment objectives, financial situation or particular needs;



- m) acknowledge and agree that this Offer Document is not a prospectus, does not contain all of the information that you may require in order to assess an investment in the Company and is given in the context of the Company's past and ongoing continuous disclosure announcements to ASX;
- n) acknowledge the statement of risks in Section 4 and that an investment in the Company is subject to risk, not all of which are included in Section 4;
- o) represent and warrant (for the benefit of the Company, the Underwriter and their respective related bodies corporate and affiliates) that you are eligible to participate in the Entitlement Offer;
- p) acknowledge that none of the Company or the Underwriter or their respective related bodies corporate and affiliates and their respective directors, officers, partners, employees, representatives, agents, consultants or advisers, guarantees the performance of the Company, nor do they guarantee the repayment of capital;
- q) agree to provide (and direct your nominee or custodian to provide) any requested substantiation of your eligibility to participate in the Entitlement Offer and of your holding of Shares on the Record Date;
- r) authorise the Company to correct any errors in your Application Forms or other form provided by you;
- s) represent and warrant that the law of any place does not prohibit you from being given this Offer Document and the Application Form, nor does it prohibit you from accepting New Shares and that if you participate in the Entitlement Offer, that you are eligible to do so;
- t) represent and warrant that you have not and will not send any materials relating to the Entitlement Offer to any person (including nominees or custodians) where to do so would breach applicable laws;
- u) represent and warrant that if in the future you decide to sell or otherwise transfer the New Shares, you will only do so in regular way transactions on the ASX where neither you nor any person acting on your behalf knows, or has reason to know, that the sale has been pre-arranged with, or that the purchaser is, a person in the United States or is acting on behalf of a person in the United States or that the sale is otherwise illegal;
- v) agree to provide (and direct your nominee or custodian to provide) any requested substantiation of your eligibility to participate in the Entitlement Offer and/or of your holding of Shares on the Record Date.

### **3.4 Brokerage**

No brokerage or stamp duty is payable by Eligible Shareholders who accept their Entitlement.

## **4 RISKS**

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### **4.1 Introduction**

The New Shares are considered highly speculative and carry no guarantee with respect to the payment of dividends or returns of capital. An investment in the Company is not risk free and the Directors strongly recommend that potential investors consult their professional advisers and consider the risks described below, together with information contained elsewhere in this Offer Document, before deciding whether to accept their Entitlement or otherwise apply for New Shares.

The proposed future activities of the Company are subject to a number of risks and other factors which may impact its future performance. Some of these risks can be managed and mitigated by planning and the use of safeguards and appropriate controls. However, many of the risks are outside the control of the Company or the Directors and cannot be mitigated.

### **4.2 Investment highly speculative**

The below list of risks ought not to be taken as exhaustive of the risks faced by the Company or by existing or prospective investors in the Company. The following risks, and others not specifically referred to, may in the future materially affect the financial performance of the Company and the value of the New Shares. The New Shares carry no guarantee with respect to the payment of dividends, returns of capital or the market value of those Shares. Eligible investors should consider that the investment in the Company is highly speculative and should consult their professional advisers before deciding whether to apply for New Shares.

### **4.3 Specific investment risks**

#### **4.3.1 Failure to attract customers and grow assets under management**

DomaCom is dependent on growing its customer base, increasing the number and value of properties and other assets in the DomaCom Fund and in turn the assets under management based on which it derives a management fee in order to more than offset its running expenses. Failure to attract customers and grow funds under management will negatively impact the DomaCom Group's financial position and prospects.

Failure to attract customers to the DomaCom Fund may also impact the secondary market on the Platform, which in turn could impact the ability of investors to trade Fractional Interests on the price achieved. The reputational consequences of this could negatively impact DomaCom Fund's growth and accordingly DomaCom revenues and financial position.

#### **4.3.2 Competition**

While DomaCom Australia believes it is the first to operate a fractional investment platform in the form of a registered managed investment scheme in Australia, there is a risk that existing financial service providers or new players enter this market or duplicate DomaCom's technology and business model.

The key industries in which the DomaCom Group operates are all competitive markets which are expected to remain competitive. Examples of factors that may impact on DomaCom Group's competitive position include:

- level of innovation relative to that of competitors;
- commercial factors, including pricing and liability terms;
- ability to keep up with technological or regulatory change;
- ability to respond to client preferences for products and services; and
- ability to maintain strong relationships with existing clients by upholding the consistency and quality of its services.

In addition, the DomaCom Group needs to respond effectively to any changes in the competitive landscape, which may evolve as a result of a number of factors, including the entry of new competitors into the market and the consolidation of existing market participants.

Increased competition may adversely affect DomaCom's business, financial performance and financial condition. Increased competition may also result in pressure on the management fees charged by DomaCom Australia.

#### **4.3.3 Termination of the Investment Management Agreement**

DomaCom Australia is the investment manager appointed by the Responsible Entity of the DomaCom Fund under the investment management agreement dated 18<sup>th</sup> October 2017. If the Responsible Entity as trustee of the DomaCom Fund terminates the Investment Management Agreement, DomaCom Australia would lose its primary source of income.

#### **4.3.4 Reliance on platform technology**

The DomaCom Fund relies on an online technology solution which is delivered by the DomaCom Platform to facilitate the application process, the on boarding of clients and assets and regular on-going reporting.

There is a risk of cyber-attacks which could lead to loss, theft or corruption of data. This could render the Platform unavailable for a period of time and the unauthorized disclosure of client data.

This is a risk of disruption of Platform services due to:

- Inability of the system to handle increase in capacity of clients and transactions or errors or omissions that may occur in performing certain tasks and transactions.
- A force majeure event that affects the systems and in turn the clients of or suppliers to DomaCom.

#### **4.3.5 Reliance on third party suppliers**

##### **4.3.5.1 IT Suppliers**

The DomaCom Group relies on certain contracts with third party suppliers to maintain and support its IT infrastructure and software, which underpins its core business activities. DomaCom's reliance on third parties to provide key services decreases its control over the delivery of these services and the quality and reliability of the services provided. DomaCom is also subject to the risk of any failures

in each third-party provider's systems or IT infrastructure, which may impact that third party's ability to deliver the services it is contracted to provide. Any delay, disruption or deterioration in the level of service by a third-party provider could impair DomaCom's ability to provide services to its clients at all, or to the service levels DomaCom and its clients expect. In addition, if any such contracts are terminated for any reason and an alternative source of technology or systems is not found in a timely manner or on similar commercial terms, DomaCom's operations, earnings and financial condition could be adversely impacted.

#### **4.3.5.2 Performance of third-party infrastructure**

DomaCom Australia and the DomaCom Fund are dependent on the effective performance, reliability and availability of DomaCom's Platform, third party data centres and communication systems.

While DomaCom's Platform is designed to appropriately and effectively service the DomaCom Fund, changes and developments in technology, including by its competitors, or the commercial and/or regulatory environment may require DomaCom to develop and maintain new and/or enhanced technology platforms. There is a risk that DomaCom may fail to successfully achieve the required development of its technology and systems, which may, in turn, adversely affect its operations, relationship with clients, financial performance and financial condition.

Further, DomaCom's core technologies may be exposed to damage or interruption from system failures, viruses, cyber-attacks, telecommunication provider failures, disasters from natural or human causes, or other unforeseen events which may cause the systems to be unavailable from time to time. This may affect the ability of DomaCom to deliver consistent, quality services to its clients and lead to reputational damage and may also adversely impact DomaCom's operations, financial performance and financial condition.

#### **4.3.5.3 Risks associated with Third Party Suppliers**

DomaCom Australia utilises a range of third-party suppliers.

DomaCom Australia could face business interruption risk, brand and reputational risk if any of the third parties failed to perform and undertake their obligations.

#### **4.3.6 Product Development**

DomaCom has completed significant product development and is now in the phase of leveraging the products into their targeted markets. However, there will be a continual need to refine and enhance the products, so they remain relevant to the market.

If these enhancements take longer to develop and/or obtain necessary regulatory approvals (if applicable), this could result in further investment than anticipated and / or slower progress in sales.

#### **4.3.7 Failure to be included on Approved Product Lists**

DomaCom Australia's distribution strategy is an intermediated model. By providing features that SMSF investors are looking for together with opportunities for Financial Planners to advise on and training for those advisers, DomaCom plans to leverage the networks of financial advisers to grow the DomaCom Fund. Most Australian Financial Planners are connected to Dealer Groups who

provide the master AFSL through which the advisers are regulated. This means that Financial Planners can only recommend products that have been incorporated onto their Dealer Group's Approved Product List (APL). In order to qualify for inclusion on APLs DomaCom has commissioned independent research reports and will continue to need to commission such reports in the future. In the event that independent research reports are negative, the DomaCom Fund and its products may not be listed on APLs or may be removed from APLs. In such event DomaCom's financial performance and financial condition may be negatively impacted.

#### **4.3.8 Regulatory changes**

DomaCom Australia operates within a registered managed investment scheme environment. Changes to laws, regulations, taxation, standards and practices applicable to the industry in which DomaCom Australia operates could adversely impact its business.

#### **4.3.9 Key personnel risk**

DomaCom relies on a number of key personnel to conduct the business including certain personnel who are named as key persons on the DomaCom AFSL. If such key personnel were to leave the business or for other reasons could not perform their duties, and there was an inability to recruit suitable replacements, this could result in an inability to continue to promote or operate the DomaCom Group's business and the DomaCom Fund in accordance with DomaCom's business plan.

#### **4.3.10 Compliance with regulations**

DomaCom Australia operates a registered Managed Investment Scheme that is subject to regulations, laws, standards and practices.

DomaCom Australia holds an AFSL required for the conduct of its regulated activities. Failure to comply with the terms of this licence could have significant consequences for DomaCom Australia, including removal of the AFSL resulting in DomaCom Australia no longer being able to operate or promote the DomaCom Fund. Failure to comply with the regulations could result in an inability of the business to operate, suspension of its licence and reputational damage to its brand.

DomaCom is subject to privacy laws in Australia. These laws regulate the handling of personal information and data collection. Such laws impact the way DomaCom can collect, use, analyse, transfer and share personal and other information. Any actual or perceived failure by DomaCom to comply with relevant laws and regulations may result in the imposition of fines or other penalties, client losses, a reduction in existing services, and limitations on the development of technology and services making use of such data. Any of these events could adversely impact DomaCom's business, financial condition and financial performance.

#### **4.3.11 Impairment of Intangible Assets**

DomaCom's balance sheet includes intangible assets. Under Australian Accounting Standards, goodwill and indefinite life intangible assets must be regularly tested for impairment.

If impaired, DomaCom would need to write down the value of its intangible assets which would result in an expense in the income statement, thereby potentially materially impacting DomaCom's financial condition and reported earnings.

#### **4.3.12 Reputational damage**

DomaCom's brand is important in attracting and retaining clients to the DomaCom Fund. There is a risk that the brand may be tarnished by incidents such as negative publicity, data security breach or one-off unforeseen events that negatively impact DomaCom's operations. Even though the DomaCom Group is not involved in the selection of properties that the DomaCom Fund invests in, the failure of Fractional investments could indirectly have a negative impact on DomaCom's brand and reputation. The occurrence of any such incidents may lead to client loss and the failure to attract new clients and grow FUM, which, in turn, may have an adverse impact on DomaCom's financial performance.

#### **4.3.13 Litigation**

DomaCom may in the ordinary course of business become involved in litigation and disputes, for example with its suppliers or clients. Any such litigation or dispute could involve significant economic costs and damage to relationships with suppliers, clients and/or other stakeholders. Any such outcomes may have an adverse impact on DomaCom's business, market reputation and financial condition and financial performance.

#### **4.3.14 Failure to realise benefits from research and development investments**

Developing software and technology is expensive and the investment in the development of these product and service offerings often involves an extended period of time to achieve a return on investment. An important element of DomaCom's corporate strategy is to continue to make investments in innovation and related product and service opportunities through internal investments and, potentially, the acquisition of intellectual property or businesses from third parties. DomaCom believes that it must continue to dedicate resources to its innovation efforts to develop its software and technology service offering and embed its competitive position. However, DomaCom may not receive significant revenues from these investments for several years or may not realise such benefits at all.

#### **4.3.15 Failure to protect intellectual property rights**

Third parties may knowingly or unknowingly infringe DomaCom's proprietary rights, and/or may challenge proprietary rights held by the DomaCom Group. In such cases, DomaCom may be required to expend significant time and expense in order to prevent infringement or to enforce its rights. If the protection of its proprietary rights is inadequate to prevent unauthorised use or appropriation by third parties, its competitors may be able to more effectively mimic its products, services, and methods of operation. Any of these events could have an adverse effect on its business, financial condition and financial performance.

#### **4.3.16 Infringement of third-party intellectual property rights**

DomaCom may receive notices from third parties claiming infringement of their intellectual property rights and/or breach of its agreements with them. DomaCom cannot assure Applicants that such claims may not arise, including from its competitors, or that such claims may not require protracted negotiation, including litigation, to resolve, or the payment of monetary damages or the satisfaction

of indemnification obligations in its agreements with suppliers. In addition, such claims may increase as DomaCom continues to grow and enter new markets. In such cases, if a determination was made that DomaCom had infringed such third-party rights, DomaCom's business and financial condition may be adversely affected.

#### **4.3.17 Failure to execute the planned growth strategy**

DomaCom's growth strategy is focused on growing the number of members of the DomaCom Fund and the value of FUM. To the extent DomaCom is not able to execute its strategy, its business and growth prospects may be adversely impacted. This in turn could impact its financial position.

### **4.4 General investment risks**

#### **4.4.1 Price of Shares**

The Shares are subject to general market risks applicable to all securities listed on a stock exchange. This may result in fluctuations in the Share price that are not explained by the performance of the Company.

The price at which Shares are quoted on the ASX may increase or decrease due to a number of factors, some of which may not relate directly or indirectly to the Company's performance or prospects.

There is no assurance that the price of the Shares will increase in the future, even if the Company's financial position or performance improve.

Some of the factors which may affect the price of the Shares include:

- fluctuations in the domestic and international markets for listed stocks;
- general economic conditions, including interest rates, inflation rates, exchange rates, commodity and oil prices or changes to government;
- fiscal, monetary or regulatory policies, legislation or regulation;
- inclusion in or removal from market indices;
- the nature of the markets in which the Company operates;
- general operational and business risks;
- variations in sector performance, which can lead to investors exiting one sector to prefer another; and
- initiatives by other sector participants which may lead to investors switching from one stock to another.

#### **4.4.2 General Economic Conditions**

Deterioration of general economic conditions may also affect the Company's business operations, and the consequent returns from an investment in Shares.

#### **4.4.3 Insurance**

No assurance can be given that the Company will obtain insurance cover for all risks faced by the Company or that any insurance cover it arranges will be adequate and available to cover all possible claims. 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.

#### **4.4.4 Changes to Regulations, accounting standards and taxation**

There is always a risk that a change may occur in the applicable laws and regulations, across accounting standards and within the Australian taxation regime. These changes could have an impact on DomaCom's business and in turn its share price.

#### **4.4.5 Force majeure events**

Events may occur within or outside Australia that could impact upon global, Australian or other local economies relevant to the Company's financial performance, the operations of the Company and the price of the Shares. These events include but are not limited to acts of terrorism, an outbreak of international hostilities, fires, floods, earthquakes, labour strikes, civil wars, natural disasters, outbreaks of disease or other man-made or natural events or occurrences that can have an adverse effect on the Company's ability to conduct business and its ability to achieve its goals and objectives.

#### **4.4.6 Shareholder dilution**

In the future, the Company may elect to issue further Shares in connection with fundraisings, including to raise proceeds for acquisitions. While the Company will be subject to the constraints of the Listing Rules regarding the percentage of its capital it is able to issue within a 12-month period (other than where exceptions apply), Shareholders may be diluted as a result of such fundraisings.

#### **4.4.7 Liquidity of shares**

There can be no guarantee that there will be an active market in DomaCom Shares and therefore shareholders may have an inability to sell their shares and realise their investment in the Company.



## 5 ASX ANNOUNCEMENT

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### DomaCom completes \$6m Recapitalisation

#### Highlights

- Fully underwritten pro-rata non-renounceable entitlement offer to raise approximately \$3 million.
- Approximately 42.8 million shares to be issued at an issue price of \$0.07 per New Share.
- Equity raising will enable DomaCom to invest further in the DomaCom Platform and support growth in sales in target markets.

DomaCom Limited (ASX: DCL) (**DomaCom**) is pleased to announce the launch of the \$3 million equity raising which completes the total \$6 million recapitalisation of the company proposed in the announcement made on 16 September 2019.

#### Summary of the Offer

DomaCom will be conducting a pro-rata non-renounceable entitlement offer of 1 new fully paid ordinary share (**New Shares**) in DomaCom for every 4.72 existing shares held at 5.00pm (AEDT) on Friday, 15 November 2019 (**Record Date**) at an issue price of \$0.07 per New Share (**Issue Price**) to raise approximately \$3 million (before costs) (**Entitlement Offer** or the **Equity Raising**). The Equity Raising is fully underwritten by Ascot Securities Pty Ltd (**Underwriter**).

Approximately 42.8 million New Shares are anticipated to be issued under the Entitlement Offer. Each New Share issued under the Entitlement Offer will, from its issue date, rank equally with existing DomaCom shares on issue. Upon completion of the Entitlement Offer, DomaCom will have approximately 245.1 million Shares on issue.

Based on DomaCom's closing share price as at 6<sup>th</sup> November 2019, the Issue Price for the Equity Raising represents a 34.4% discount to the 5-day volume weighted average market price of DomaCom shares.

#### Use of Funds

Following the Equity Raising, DomaCom will be well placed to continue the development and integration of the DomaCom Platform and support the growth in sales in both the superannuation and retirement markets via its innovative products. The proceeds from the Equity Raising are intended to be used to fund:

Description	\$
Investment in DomaCom Platform	Up to 700,000
Sales and marketing of product offerings into targeted markets	Up to 940,000
Working capital <sup>1</sup>	Up to 940,000
Estimated underwriting costs and other costs of the Entitlement Offer <sup>2</sup>	420,000
<b>Total</b>	<b>3,000,000</b>

1: Working capital includes costs associated with staffing, office, corporate, service providers and administration.

2: Includes underwriting fees payable by the Company to the underwriter of 10% of the New Issue, legal costs and regulatory costs. In addition, a further amount of up to \$150,000 may be payable to the Underwriter. This has not been included in the above table as the amount is dependent on the amount of shares to be taken up by the Underwriter and therefore is unknown.

### **Details of the Offer**

The Entitlement Offer will be open from Tuesday, 19 November 2019 to 5:00pm (AEDT) on Thursday, 5 December 2019 to eligible shareholders on the Record Date (unless extended by the Board).

Participation in the Entitlement Offer will be open to DomaCom shareholders who are registered holders of shares on the Record Date (**Eligible Shareholders**). Refer to the Company's Appendix 3B lodged with this announcement for further information.

Any shares under the Entitlement Offer that are not applied for will form a shortfall. The offer to issue shortfall shares will be a separate offer and Eligible Shareholders under the Entitlement Offer will be invited to apply for additional shares in the shortfall (if applicable) (**Shortfall Offer**).

Shortfall shares will be allocated in priority to Eligible Shareholders who apply for shortfall shares under the Shortfall Offer. All decisions regarding the allocation of Shortfall Shares will be made by the Underwriter and will be final and binding on all Eligible Shareholders

The Entitlement Offer is non-renounceable, and entitlements will not be tradeable on ASX or otherwise transferable. Eligible Shareholders who do not take up their entitlements will not receive any value for those entitlements that they do not take up. Shareholders who are not eligible to receive entitlements will not receive any value for the Entitlements they would have received had they been eligible.

Further information will be sent to Eligible Shareholders under the Entitlement Offer in the form of an Offer Document, including a personalised entitlement and acceptance form, which are expected to be despatched on Tuesday, 19 November 2019. A copy of the Offer Document will be made available on ASX's website on Tuesday, 19 November 2019.

### **HALO Technologies**

As set out in the announcement made on 16<sup>th</sup> September 2019, DomaCom has secured HALO Technologies (**HALO**) as a cornerstone investor.

DomaCom has appointed HALO's CEO Matthew Roberts and George Paxton to the Board of DomaCom Limited as non-executive directors.

Matthew Roberts is the Managing Director of diversified financial services group Amalgamated Australian Investment Group Ltd (aig). He is a Director of stockbroking firm Ascot Securities Pty Ltd; and of leading fintech businesses HALO Technologies and Macrovue, investment platforms designed for self-directed investors and self-funded retirees. Matthew has over 20 years' experience in financial services and has worked on transactions worth several billions of dollars in that time. He has specialised in unique business structures, mergers, acquisitions, and the growth and development of companies in Australia, Europe, and the United States. Matthews indirectly owns 51% of HALO Technologies and therefore currently is deemed to have an interest in DomaCom Limited through the 40,431,267 ordinary shares held by HALO Investment Co Pty Limited.

George Paxton is a Fund Manager and an Executive Director of a number of companies within the Financial Services Industry including aig. He is also a Director of trading participant Ascot Securities

Pty Ltd and of fintech businesses HALO Technologies Pty Ltd and Macrovue Ltd. He has experience in the entirety of the lifecycle of a corporate transaction utilising his skillset that includes acquisition sourcing, due diligence, valuation and negotiation.

HALO will have an exclusive 5-year initial licence that will allow them to develop, promote and operate a liquidity facility service based on the current secondary market capabilities available to investors in the DomaCom Fund. The facility will include the payment of license fees to DomaCom and charging of brokerage by HALO at a commercial rate. HALO will have the ability to extend the licence term subject to achieving specified trading volume requirements.

DomaCom’s CEO, Mr Arthur Naoumidis, said: “The Equity Raising represents another major milestone for DomaCom. This Equity Raising allows DomaCom to further expand the innovative product offerings that have been developed and to strengthen the balance sheet.”

“We are also delighted to have the ability to provide existing shareholders the opportunity to invest further in DomaCom at this exciting time.”

### **Key dates**

An indicative timetable of key dates in relation to the Entitlement Offer is set out below.

Event	Date
Execute underwriting agreement, announce Entitlement Offer, deliver Appendix 3B to ASX	Friday 8 November 2019
Notice sent to Eligible Shareholders containing information required by Appendix 3B	Monday 11 November 2019
‘Ex’ date (date from which securities commence trading without the entitlement to participate in the Offer)	Thursday 14 November 2019
Record Date for determining entitlements	Friday 15 November 2019
Dispatch of offer document and personalised Entitlement and Acceptance Forms to Eligible Shareholders and Entitlement Offer opens Release Offer Document	Tuesday 19 November 2019
Closing date of Entitlement Offer (5.00pm AEDT)	Thursday 5 December 2019
New shares quoted on deferred settlement basis	Friday 6 December 2019
Notify ASX of undersubscriptions and announcement of Shortfall Offer (if applicable)	Tuesday 10 December 2019
Issue date	Wednesday 11 December 2019

The above dates are indicative only and are subject to change. Unless otherwise indicated all times are stated in Melbourne time. The Company reserves the right to vary any and all the above dates and times without prior notice subject to the Listing Rules, the Corporations Act and any other applicable laws.

### **Potential Control Implications of the Entitlement Offer**

The Entitlement Offer is fully underwritten by Ascot Securities Pty Limited (**Underwriter**).

The effect of these underwriting arrangements is that, depending on the extent eligible shareholders take up their entitlement and apply for Shortfall Shares (and in consequence the extent to which the Underwriter or any sub underwriter are required to subscribe for any shortfall):

- the voting power of the Underwriter could increase within a range from 0% to 17.5%; and
- the aggregate voting power of HALO Technologies Pty Ltd and its associates could increase within a range from 19.9% to 34.0%.

### **Further information**

Should you have any queries in relation to the Entitlement Offer, please contact DomaCom's Company Secretary, Philip Chard, on +61 3 8609 7077 or alternatively by email to philip.chard@domacom.com.au. Alternatively, contact your stockbroker, solicitor, accountant or other professional adviser.

### **About DomaCom:**

DomaCom Australia Limited AFSL 444365 is the owner and operator of the DomaCom investment platform (www.domacom.com). The platform seeks to provide the SMSF market and other long-term investors the opportunity to make fractional investments in a range of asset classes including property related investments, mortgage backed securities and debt securities they choose via a unique trust structure. Investments in DomaCom platform are facilitated in the DomaCom Fund ARSN 167 020 626 (Fund), a licensed managed Investment scheme registered with ASIC. The trustee and responsible entity of the Fund is Melbourne Securities Corporation Ltd AFSL 428289, a part of MSC Group.

## 6 GLOSSARY

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In this Offer Document, unless the context otherwise requires:

**\$** means Australian dollars.

**AASB** means the Australian Accounting Standards Board.

**AEDT** means Australian Eastern Daylight Time.

**AFSL** means Australian Financial Services License

**Approved Product List (APL)** means a list of financial products that a Dealer Group has approved for use by financial advisers authorised to operate under that Dealer Group's licence

**Applicant** means a person who submits an Application Form.

**Application** means a valid acceptance of New Shares under the Entitlement Offer made pursuant to an Entitlement and Acceptance Form or a valid application for Shortfall Shares under the Shortfall Offer made pursuant to an Entitlement and Acceptance Form.

**Application Form** means an Entitlement and Acceptance Form.

**Application Monies** means application monies for New Shares received by the Company from an Applicant.

**ASIC** means Australian Securities and Investments Commission

**ASX** means ASX Limited ABN 98 008 624 691 and where the context permits, the market operated by it.

**Board** means the board of Directors.

**Business Day** means Monday to Friday inclusive, except New Year's Day, Good Friday, Easter Monday, Christmas Day, Boxing Day, and any other day that ASX declares is not a business day.

**CHES** means the ASX Clearing House Electronic Subregister System.

**Cleansing Notice** means the notice lodged by the Company with ASX in accordance with section 708AA(2)(f) of the Corporations Act in respect of the Entitlement Offer.

**Closing Date** means the date referred to as such in the Indicative Timetable.

**Company** means DomaCom Limited ACN 604 384 885.

**Constitution** means the constitution of the Company as at the date of this Offer Document.

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

**Director** means a director of the Company.

**DomaCom Australia** means DomaCom Australia Limited ACN 153 951 770, a wholly owned subsidiary of DomaCom Limited that holds an AFSL 444365 which authorises DomaCom Australia to deal in financial products, make a market and operate the DomaCom Fund.

**DomaCom Limited, DomaCom or the Company** means DomaCom Limited ACN 604 384 885.

**DomaCom Fund or / Fund** means the DomaCom Fund ARSN 167 020 626, a managed investment scheme registered under the Corporations Act.

**DomaCom Group** means DomaCom and each of its subsidiaries.

**Eligible Shareholder** means a person who is a Shareholder at 5.00pm (AEDT) on the Record Date;

**Entitlement** means a Shareholder's entitlement to subscribe for New Shares under the Entitlement Offer.

**Entitlement and Acceptance Form** means the entitlement and acceptance form attached to, or accompanying this Offer Document, that sets out the entitlement of an Eligible Shareholder to subscribe for New Shares pursuant to the Entitlement Offer and provides for the possibility of applying for Shortfall as described in this Offer Document.

**Entitlement Offer** has the meaning given to that term in Section 1.

**Fractional Investments** means where an investor holds a part or a fraction of an investment in conjunction with other investors.

**Indicative Timetable** means the indicative timetable on page 7 of this Offer Document.

**Issuer Sponsored** means securities issued by an issuer that are held in uncertificated form without the holder entering into a sponsorship agreement with a broker or without the holder being admitted as an institutional participant in CHESS.

**Listing Rules** means the official listing rules of the ASX.

**Managed Investment Scheme** means a scheme as defined under section 9 of the Corporations Act.

**New Share** means a Share offered pursuant to this Offer Document.

**Offers** means the Entitlement Offer and the Shortfall Offer

**Offer Document** means this offer document dated Tuesday, 19 November 2019. Offers means the Entitlement Offer and Shortfall Offer.

**Official Quotation** means quotation of Shares on the official list of ASX.

**Opening Date** means the date referred to as such in the Indicative Timetable.

**Record Date** means the date referred to as such in the Indicative Timetable.

**Responsible Entity** means the responsible entity of the DomaCom Fund, being Melbourne Securities Corporation Limited AFSL 428289.

**Schedule** means the schedule to this Offer Document.

**Section** means a section of this Offer Document.

**Share** means a fully paid ordinary share in the capital of the Company.

**Share Registry** means Boardroom Pty Ltd ABN 14 003 209 836.

**Shareholder** means a registered holder of Shares.

**Shortfall** means the New Shares not applied for under the Entitlement Offer.

**Shortfall Offer** has the meaning given to that term in Section 2.

**Shortfall Shares** means the New Shares constituting the Shortfall.

**SMSF** means Self-Managed Superannuation Fund.

**Underwriter** means Ascot Securities Pty Ltd ABN 45 075 902 206.

**Underwriting Agreement** means the underwriting agreement between the Company and the Underwriter dated 8 November 2019.

ABN: 69 604 384 885

## ENTITLEMENT AND ACCEPTANCE FORM - ENTITLEMENT OFFER

Entitlement No.

Subregister

SRN/HIN.

Number of Shares held at 7pm  
(AEDT) on 15 November 2019

**Offer Closes: 5 December at 5:00pm (AEDT)**

NON-RENOUNCEABLE PRO-RATA RIGHTS ISSUE AT AN ISSUE PRICE OF \$0.07 EACH ON THE BASIS OF 1 NEW SHARE FOR EVERY 4.72 ORDINARY SHARES HELD, TO RAISE UP TO APPROXIMATELY \$3,000,000.00, PAYABLE IN FULL UPON ACCEPTANCE OF THIS OFFER (ENTITLEMENT OFFER)

### A Rights Acceptance

If you wish to accept your **FULL ENTITLEMENT**, please complete and return this form **WITH YOUR PAYMENT FOR THE AMOUNT SHOWN BELOW**. The return of this form by the Closing Date being by 5pm on 5 December 2019 with payment will constitute acceptance of the Entitlement Offer. Your signature is only required when an alteration to your address is indicated by you over the page.

Entitlement to New Shares on the basis of 1 New Share for every 4.72 Ordinary Shares held	Price Per Share	Amount Payable for Full Acceptance, at \$0.07 per New Share
	<b>\$0.07 per Share =</b>	

If you wish to accept **PART OF YOUR ENTITLEMENT ONLY**, please complete this form showing in the box below the **NUMBER OF NEW SHARES BEING ACCEPTED** and the appropriate amount payable.

Number of New Shares accepted	Price Per Share	Amount Enclosed
	<b>\$0.07 per Share =</b>	<b>\$</b>

### B Apply for Shortfall Shares (if available)

If you wish to apply for additional shares to your Entitlement above, please insert the number of additional shares in the box below and the appropriate amount payable. These additional shares will only be allotted if available and will be at the discretion of the Underwriter.

Number of Additional Shares Applied for	Price Per Share	Amount Enclosed
	<b>\$0.07 per Share =</b>	<b>\$</b>

### C Payment

Payment may only be made by electronic BPAY, cheque or bank draft. Cash will not be accepted via the mail or at the DomaCom Limited Share Registry. Payments cannot be made at any bank.

#### Payment Option 1 – BPAY



Biller Code:  
Ref:

#### Telephone & Internet Banking - BPAY®

Contact your bank, credit union or building society to make this payment from your cheque or savings account.

More info: [www.bpay.com.au](http://www.bpay.com.au)

® Registered to BPAY Ltd ABN 69 079 137 518

To pay via BPAY please contact your participating financial institution.

**If paying by BPAY you do not need to return the Entitlement and Acceptance Form.**

If paying by BPAY the amount of your payment received in the account divided by the issue price will be deemed to be the total number of shares you are applying for. Applicants should be aware that their own financial institutions may impose earlier cut off times regarding electronic payment, and should therefore take this into consideration when making payment.

#### Payment Option 2 – Cheque (Record cheque details below)

DRAWER	CHEQUE NO.	BSB NO.	ACCOUNT NO.	AMOUNT \$AUD
				<b>\$</b>

- Only cheques or bank drafts in Australian dollars and drawn on a bank or financial institution in Australia will be accepted.
- Your cheque or bank draft must be made payable to "DomaCom Limited" and crossed "Not Negotiable."
- Please ensure that you submit the correct amount. Incorrect payments may result in your application being rejected.

**THIS FORM CONTINUES OVERLEAF**



## D Contact Details

CONTACT NAME	TELEPHONE WORK	TELEPHONE HOME	EMAIL ADDRESS
	( )	( )	

By submitting this Entitlement and Acceptance Form or by payment by electronic funds, I/We represent and warrant that I/we have read and understood the Offer Document to which this Entitlement and Acceptance Form relates and declare that this Application is completed and lodged according to the Offer Document and the instructions on the reverse of the Entitlement and Acceptance Form and declare that all details and statements made by me/us are complete and accurate. I/We agree to be bound by the constitution of DomaCom Limited and agree to the terms and conditions of the Entitlement Offer. I/We represent and warrant that I/we have not relied on any other information provided by the Company other than as set out in the Offer Document when making my/our decision to invest.

## LODGEMENT INSTRUCTIONS TO APPLICANTS

Please read these instructions carefully

### ACCEPTANCE OF YOUR ENTITLEMENT IN FULL OR PART

Multiply the number of New Shares for which you are accepting by \$0.07 then fill in the acceptance details, where necessary, in the space provided on the front of this form. Complete your cheque details on the front of this form and send your cheque/draft and completed form to:

Boardroom Pty Limited  
GPO Box 3993  
SYDNEY NSW 2001

Telephone No. 02 9290 9600  
Facsimile No. 02 9279 0664

**If you do not deal with your Entitlement, it will lapse at 5pm on 5 December 2019.**

### PAYMENT

#### Cheque or Draft

All cheques or drafts (expressed in Australian currency) are to be made payable to "DomaCom Limited" and crossed "Not Negotiable".

#### BPAY

If you make payment using BPAY you must contact your Australian bank, credit union or building society to make this payment from your cheque or savings account. For more information: [www.bpay.com.au](http://www.bpay.com.au). Refer to the front of this form for the Biller Code and Customer Reference Number. Payments must be received by BPAY before **5.00 pm on 5 December 2019**.

### INTERPRETATION

Terms used in this Entitlement and Acceptance Form have the same meaning as defined in the Offer Document.

### CHANGES OF ADDRESS SUPPORTED BY YOUR SIGNATURE(S)

If your address is not exactly as shown, please provide details below. This is only relevant for Issuer Sponsored registered holdings. CHESS holders must notify your sponsoring broker for amendments to holdings on the CHESS Subregister.

CHANGE OF ADDRESS DETAILS – ISSUER SPONSORED ONLY		
SIGN HERE FOR ADDRESS AMENDMENTS:		

Shareholder 1 (Individual) /  
Sole Director & Sole Company  
Secretary

Joint Shareholder 2 (Individual) /  
Director

Joint Shareholder 3 (Individual) /  
Director/Company Secretary  
*(Delete one)*

### Privacy Statement:

Boardroom Pty Limited advises that Chapter 2C of the Corporations Act 2001 (Cth) requires information about you as a shareholder (including your name, address and details of the shares you hold) to be included in the public register of the entity in which you hold shares. Information is collected to administer your shareholding and if some or all of the information is not collected then it might not be possible to administer your shareholding. Your personal information may be disclosed to the entity in which you hold shares. You can obtain access to your personal information by contacting us at the address or telephone number shown on the Entitlement and Acceptance Form.

Our privacy policy is available on our website (<http://www.boardroomlimited.com.au/privacy.html>).