

Form604

Corporations Act 2001

Section 671B

Notice of change of interests of substantial holderTo Company Name/Scheme Kyckr LimitedACN/ARSN 609 323 257**1. Details of substantial holder (1)**Name Robert LeslieACN/ARSN (if applicable) N/AThere was a change in the interests of the substantial holder on 27/06/2018The previous notice was given to the company on 7/09/2016The previous notice was dated 7/09/2016**2. Previous and present voting power**

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Ordinary shares	12,335,590	10.569%	13,014,675	9.236%

3. Changes in relevant interests

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

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
23/11/2016	Robert Leslie	Acquisition of shares held in Kyckr Ireland Ltd	\$135,817	679,085 ordinary shares	679,085
27/06/2018	Robert Leslie	Dilution	N/A	N/A	N/A

4. Present relevant interests

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

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
Robert Leslie	Robert Leslie	Robert Leslie	Relevant interest pursuant to section 608(1)(a) of the Corporations Act – holder of the relevant securities	9,619,247 fully paid ordinary shares	6.826%
Robert Leslie	Robert Leslie	Robert Leslie	Relevant interest pursuant to section 608(1)(b) of the Corporations Act – has the power to exercise or control the exercise of, a right to vote attached to the relevant securities	3,395,428 fully paid ordinary shares	2.410%

5 Changes in association

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

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

6 Addresses

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

Name	Address
Robert Leslie	4 Ballinakill Vale, Dunmore Road, Waterford Ireland

Signature

print name **Robert Leslie** capacity Shareholder

sign here



date

28 June 2018

DIRECTIONS

1. If there are a number of substantial holders with similar or related relevant interests (e.g. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 6 of the form.
2. See the definition of "associate" in section 9 of the Corporations Act 2001.
3. See the definition of "relevant interest" in sections 608 and 671B (7) of the Corporations Act 2001.
4. The voting shares of a company constitute one class unless divided into separate classes.
5. The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
6. Include details of:
 - a. Any relevant agreement or other circumstances because of which the change in relevant interest occurred. If subsection 671B (4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - b. Any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).
 - c. See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
7. Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
8. If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown".
9. Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

SHARE SALE AGREEMENT

	Clause	Terms and Conditions
1.	Parties	Robert Leslie and Kieran O'Sullivan (each a Vendor and together the Vendors) KYCkr Limited ACN 609 323 257 (Purchaser)
2.	Shares	Each Vendor is the registered holder of the fully paid ordinary shares in Global Business Register Limited, a private company limited by shares incorporated under the laws of Ireland with company registration number 436024 and having its registered office at ARC Labs Research Centre, WIT West Campus, Carriganore, Waterford Ireland (Company) listed against its name in Schedule 1 (Shares).
3.	Sale of Shares	Each Vendor agrees to sell its respective Shares to the Purchaser and Purchaser agrees to buy the Shares from that Vendor on the terms and conditions contained in this agreement.
4.	Consideration	The consideration for the acquisition of the Shares will be the issue of the number of fully paid ordinary shares in the capital of the Purchaser that is specified in Schedule 1 (the Consideration Shares);
5.	Consideration Shares	The Consideration Shares issued to each Vendor must be: (a) credited as fully paid ordinary shares; and (b) issued free from any encumbrances or third party interests.
7.	Transfer Documents	Upon execution of this agreement, each Vendor must deliver to the Company: (a) the share certificates for its respective Shares; and (b) an executed but undated share transfer form transferring its respective Shares from the Vendor to Purchaser (together, the Transfer Documents). The Company will hold the Transfer Documents in escrow until completion of the sale and purchase of the Shares in accordance with the terms of this agreement (Completion).
8.	Completion	(a) This Agreement is conditional on the completion of the share sale agreement dated on or about the date of this agreement between the Purchaser and certain key Company shareholders (Share Sale Agreement). (b) Completion will occur on or about 23 November 2016 or such later date as determined by the Purchaser (in its sole discretion). (c) At Completion: (i) each Vendor must procure the Company to deliver the Transfer Documents to the Purchaser along with any share certificates; (ii) title to and risk in the Shares pass to the Purchaser; and (iii) the Purchaser must: (A) issue the relevant Consideration Shares to each Vendor; (B) register each Vendor as the holder of the relevant Consideration Shares; (C) inform its share registry of the issue

		<p>of the Consideration Shares; and</p> <p>(D) give to the Australian Securities Exchange (ASX) an Appendix 3B in respect of the Consideration Shares.</p>
9.	Post Completion	<p>(a) Each party must do all things necessary to give full effect to the transactions contemplated by this agreement. If title to the Shares is not capable of being transferred to the Purchaser by a Vendor at Completion then from Completion that Vendor shall hold the Shares on trust for Purchaser and deal with the rights attaching to the Shares at the Purchaser's sole and exclusive direction.</p> <p>(b) As soon as practicable after Completion and not less than five (5) days after Completion, the Purchaser must deliver to the each Vendor:</p> <p>(i) the holding statements for their Consideration Shares;</p> <p>(ii) if requested by that Vendor, evidence from its share registry of the registration of that Vendor and/or its nominees in the share register; and</p> <p>(iii) deliver to ASX a cleansing notice in accordance with section 708A(5) of the <i>Corporations Act 2001</i> (Cth) (Corporations Act) which complies with the requirements of section 708A(6) of the Corporations Act.</p>
11.	Vendor's Warranties	<p>(a) Each Vendor represents and warrants to the Purchaser at the time of signing this agreement and again at Completion (except that a warranty which states it is made as at or on only one of those dates, or as at some other date, is made only as at that date) each of the representations and warranties set out in Schedule 2 of the Share Sale Agreement.</p> <p>(a) Clauses 6 and 7 of the Share Sale Agreement are fully incorporated into this agreement (subject to any necessary amendments) in respect of the warranties given by each Vendor under clause 11(a) of this agreement.</p>
12.	Purchaser's Warranties	<p>(b) The Purchaser represents and warrants to each Vendor at the time of signing this agreement and again at Completion (except that a warranty which states it is made as at or on only one of those dates, or as at some other date, is made only as at that date) each of the representations and warranties set out in Schedule 4 of the Share Sale Agreement.</p> <p>(c) Clauses 10 and 11 of the Share Sale Agreement are fully incorporated into this agreement (subject to any necessary amendments) in respect of the warranties given by the Purchaser under clause 12(a) of this agreement.</p>
13.	Restricted Securities	<p>(a) The parties acknowledge and agree that the Consideration Shares may be classified as "restricted securities" (as defined in the ASX Listing Rules) and ASX may require such securities to be subject to escrow restrictions in accordance with the ASX Listing Rules or a time frame which ASX requires from Completion.</p> <p>(b) The parties agree that the Purchaser will only issue the Consideration Shares to each Vendor upon receipt from that Vendor of a duly executed restriction agreement in respect of the Consideration Shares as may be required by ASX in a form</p>

		acceptable to the Purchaser and ASX (which may be required before completion of the Share Sale Agreement).
15.	Stamp Duty	All stamp duty (including fines, penalties and interest) which may be payable on or in connection with this agreement and any instrument executed under this agreement must be borne by the Purchaser.
16.	Confidentiality	Each of the parties agree to keep the terms and conditions of this agreement confidential and will not, except as required by law including the rules of any stock exchange, disclose the terms and conditions of this agreement to any third party without the prior written consent of the other party.
17.	Entire Agreement	This agreement embodies the entire agreement and understanding between the parties concerning its subject matter and succeeds and cancels all other agreements and understandings concerning the subject matter of this agreement and any warranty, representation, guarantee or other term and condition of any nature not contained in this agreement is of no force or effect.
18.	Amendments	This agreement may not be modified, discharged or abandoned unless by a document signed by the parties.
19.	Further Assurances	Each party will promptly execute all documents and do all things that another party from time to time reasonably requires of it to effect, perfect or complete the terms and conditions of this agreement and any transaction contemplated by it in accordance with its terms.
20.	Counterparts	(a) This agreement may consist of a number of counterparts and if so the counterparts taken together constitute one and the same instrument. (b) This agreement is not binding on any party unless one or more counterparts have been duly executed by, or on behalf of, each person named as a party to this agreement.
21.	Survival	An indemnity or obligation of confidentiality under this agreement is independent and survives termination of this agreement. Any other term which by its nature is intended to survive termination of this agreement survives termination of this agreement.
22.	Governing Law	This agreement is to be governed by and construed in accordance with all applicable laws in force in Ireland from time to time and the parties submit to the exclusive jurisdiction of the courts of Ireland.


SCHEDULE 1 – SHARES AND ENTITLEMENT TO CONSIDERATION SHARES

Vendor	Address	Number of Consideration Shares being paid to Vendor	% of Consideration Shares
Robert Leslie	4 Ballinakill Vale, Dunmore Road, Waterford	<u>986,169,679,085</u>	66.67%
Kieran O'Sullivan	Coolamber, Newtown Hill, Tramore Co. Waterford	<u>493,084,339,542</u>	33.33%
TOTAL		<u>1,479,253,018,627</u>	100%

Executed as a deed.

VENDORS:

SIGNED SEALED AND DELIVERED by)
ROBERT LESLIE in the presence of:)

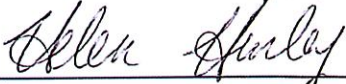


Witness
Print Name: *HELEN HURLEY*

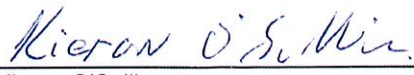


Robert Leslie

SIGNED SEALED AND DELIVERED by)
KIERAN O'SULLIVAN in the presence of:)



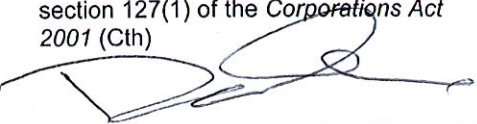
Witness
Print Name: *HELEN HURLEY*




Kieran O'Sullivan

PURCHASER:

EXECUTED by **KYCKR LIMITED**)
ACN 609 323 257 in accordance with)
section 127(1) of the *Corporations Act*)
2001 (Cth))



Director
Print Name: *DAVID CASSIN*



~~Director/Secretary~~
Print Name: *AUGUST WONG*