

TECH MPIRE LIMITED
ACN 156 377 141

ENTITLEMENT ISSUE PROSPECTUS

For a non-renounceable entitlement issue of three (3) Shares for every five (5) Shares held by those Shareholders registered on the Record Date at an issue price of \$0.045 per Share to raise up to \$2,397,537 (based on the number of Shares on issue as at the date of this Prospectus) together with three (3) free options for every four (4) Shares subscribed for and issued (**New Option**) (**Offer**).

The Offer is fully underwritten by Patersons Securities Limited (ABN 69 008 896 311) holder of an Australian Financial Services Licence (AFSL 239 052) (**Underwriter**). Refer to section 8.4 for the details of the underwriting.

IMPORTANT NOTICE

This document is important and should be read in its entirety. If after reading this Prospectus you have any questions about the securities being offered under this Prospectus or any other matter, then you should consult your stockbroker, accountant or other professional adviser.

The Securities offered by this Prospectus should be considered as highly speculative.

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1. CORPORATE DIRECTORY

Directors

Stephen Frank Belben
Non-Executive Chairman

Mathew James Ratty
Chief Executive Officer

Renaud Besnard
Non-Executive Director

Company Secretary

Ms Susan Hunter

Share Registry*

Security Transfer Australia Pty Ltd
770 Canning Highway
Applecross WA 6153

Telephone: 1300 992 916
Facsimile: +61(0)8 9315 2233

Auditor*

Ernst & Young
The EY Building
11 Mounts Bay Road
Perth WA 6000

Registered Office

Suite 10
16 Brodie-Hall Drive
Bentley WA 6102

Telephone: + 61 8 9473 2500

Email: info@techmpire.com
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Solicitors

Steinepreis Paganin
Lawyers and Consultants
Level 4, The Read Buildings
16 Milligan Street
Perth WA 6000

Underwriter and Lead Manager

Patersons Securities Limited
Level 23
2 The Esplanade
Perth WA 6000

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

2. TIMETABLE

Lodgement of Prospectus with the ASIC	27 September 2018
Lodgement of Prospectus & Appendix 3B with ASX	Pre-open of market 28 September 2018
Notice sent to Optionholders	28 September 2018
Notice sent to Shareholders	1 October 2018
Ex date	2 October 2018
Record Date for determining Entitlements	3 October 2018
Prospectus despatched to Shareholders & Company announces despatch has been completed	8 October 2018
Last day to extend	15 October 2018
Closing Date*	18 October 2018
Securities quoted on a deferred settlement basis	19 October 2018
ASX notified of under subscriptions	23 October 2018
Despatch of holding statements	23 October 2018
Issue date/Securities entered into Shareholders' security holdings	25 October 2018

*The Directors may extend the Closing Date by giving at least 6 Business Days' notice to ASX prior to the Closing Date. As such the date the Securities are expected to commence trading on ASX may vary.

3. IMPORTANT NOTES

This Prospectus is dated 27 September 2018 and was lodged with the ASIC on that date. The ASX, ASIC and their respective officers take no responsibility for the contents of this Prospectus or the merits of the investment to which this Prospectus relates.

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

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

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

Applications for Securities offered pursuant to this Prospectus can only be submitted on an original Entitlement and Acceptance Form or Shortfall Application Form.

This Prospectus is a transaction specific prospectus for an offer of continuously quoted securities (as defined in the Corporations Act) and has been prepared in accordance with section 713 of the Corporations Act. It does not contain the same level of disclosure as an initial public offering prospectus. In making representations in this Prospectus regard has been had to the fact that the Company is a disclosing entity for the purposes of the Corporations Act and certain matters may reasonably be expected to be known to investors and professional advisers whom potential investors may consult.

3.1 Risk factors

Potential investors should be aware that subscribing for Securities in the Company involves a number of risks. The key risk factors of which investors should be aware are set out in section 7 of this Prospectus. These risks together with other general risks applicable to all investments in listed securities not specifically referred to, may affect the value of the Securities in the future. Accordingly, an investment in the Company should be considered highly speculative. Investors should consider consulting their professional advisers before deciding whether to apply for Securities pursuant to this Prospectus.

3.2 Forward-looking statements

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

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

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

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

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

These forward looking statements are subject to various risk factors that could cause our actual results to differ materially from the results expressed or anticipated in these statements. These risk factors are set out in section 7 of this Prospectus.

4. DETAILS OF THE OFFER

4.1 The Offer

The Offer is being made as a non-renounceable entitlement issue of three (3) Shares for every five (5) Shares held by Shareholders registered at the Record Date at an issue price of \$0.045 per Share together with three (3) free New Options for every four (4) Shares subscribed for and issued. Fractional entitlements will be rounded to the nearest whole number.

The New Options issued will have an exercise price of \$0.10 and will expire three (3) years from the date of issue.

Based on the capital structure of the Company as at the date of this Prospectus, (and assuming no existing Options are exercised prior to the Record Date) a maximum of 53,278,600 Shares and 39,958,950 New Options will be issued pursuant to this Offer to raise up to \$2,397,537. No funds will be raised from the issue of the New Options.

As at the date of this Prospectus the Company has 2,000,000 Options on issue all of which may be exercised prior to the Record Date in order to participate in the Offer. Please refer to section 5.4 of this Prospectus for information on the exercise price and expiry date of the Options on issue.

All of the Shares offered under this Prospectus will rank equally with the Shares on issue at the date of this Prospectus. Please refer to section 6.1 for further information regarding the rights and liabilities attaching to the Shares.

All of the New Options offered under this Prospectus will be issued on the terms and conditions set out in section 6.2 of this Prospectus.

All Shares issued on conversion of the New Options will rank equally with the Shares on issue at the date of this Prospectus.

The purpose of the Offer and the intended use of funds raised are set out in section 5.1 of this Prospectus.

4.2 Minimum subscription

On the basis that the Offer is fully underwritten, the minimum subscription is also the full subscription under the Offer.

4.3 Acceptance

Your acceptance of the Offer must be made on the Entitlement and Acceptance Form accompanying this Prospectus. Your acceptance must not exceed your Entitlement as shown on that form. If it does, you will be taken to have applied for Shortfall Shares under the Shortfall Offer, if there is a Shortfall.

You may participate in the Offer as follows:

- (a) if you wish to accept your **full** Entitlement:
 - (i) complete the Entitlement and Acceptance Form; and
 - (ii) attach your cheque, drawn on an Australian bank or bank draft made payable in Australian currency, for the amount indicated on the Entitlement and Acceptance Form; or

- (b) if you only wish to accept **part** of your Entitlement:
- (i) fill in the number of Shares you wish to accept in the space provided on the Entitlement and Acceptance Form; and
 - (ii) attach your cheque, drawn on an Australian bank or bank draft made payable in Australian currency, for the appropriate application monies (at \$0.045 per Share); or
- (c) if you wish to accept your full Entitlement **and apply for additional Shortfall Shares**:
- (i) complete the Entitlement and Acceptance Form for the amount indicated on your Entitlement and Acceptance Form plus any additional Shortfall Shares you wish to apply for. You will be deemed to have applied for that number of Shortfall Shares which in aggregate with your Entitlement is covered in full by your application monies. In order to participate in the Shortfall Offer, you must apply for your Entitlement in full; and
 - (ii) attach your cheque, drawn on an Australian bank or bank draft made payable in Australian currency, for the appropriate application monies (at \$0.045 per Share); or
- (d) if you do not wish to accept all or part of your Entitlement, you are not obliged to do anything.

The Offer is non-renounceable. Accordingly, a Shareholder may not sell or transfer all or part of their Entitlement.

4.4 Payment by cheque/bank draft

All cheques must be drawn on an Australian bank or bank draft made payable in Australian currency to "**Tech Mpire Limited**"– **Entitlement Issue Account**" and crossed "Not Negotiable".

Your completed Entitlement and Acceptance Form and cheque must reach the Company's share registry no later than 5:00pm (WST) on the Closing Date.

4.5 Payment by BPAY®

For payment by BPAY®, please follow the instructions on the Entitlement and Acceptance Form. You can only make a payment via BPAY® if you are the holder of an account with an Australian financial institution that supports BPAY® transactions. Please note that should you choose to pay by BPAY®:

- (a) you do not need to submit the Entitlement and Acceptance Form but are taken to have made the declarations on that Entitlement and Acceptance Form; and
- (b) if you do not pay for your Entitlement in full, you are deemed to have taken up your Entitlement in respect of such whole number of Shares which is covered in full by your application monies.

It is your responsibility to ensure that your BPAY® payment is received by the share registry by no later than 5:00pm (WST) on the Closing Date. You should be aware that your financial institution may implement earlier cut-off times with regards to

electronic payment and you should therefore take this into consideration when making payment.

Any application monies received for more than your final allocation of Shares (only where the amount is \$1.00 or greater) will be refunded. No interest will be paid on any application monies received or refunded.

4.6 Underwriting and sub-underwriting

The Offer is fully underwritten by Patersons Securities Limited (ABN 69 008 896 311) (AFSL 239 052) (**Underwriter**) pursuant to the terms of the Underwriting Agreement.

The Underwriting Agreement gives the Underwriter the right to enter into sub-underwriting agreements to pass on some or all of its obligations to subscribe for the Shortfall under the Underwriting Agreement. The Underwriter and the Company confirm that no related parties will be sub-underwriters.

The obligation of the Underwriter to underwrite the Offer is subject to certain events of termination which are set out in Section 8.4.

Under the Underwriting Agreement, the Underwriter has the option to appoint sub-underwriters to take up some of its underwriting obligation. As announced on 27 September 2018, two priority sub-underwriters (**Priority Sub-Underwriters**) have entered into agreements with the underwriter to subscribe for the first \$400,000 of any Shortfall (**Priority Sub-Underwriting**).

The allocation of the Shortfall between any of the sub-underwriters will be at the discretion of the Underwriter, however the first \$400,000 of Shortfall is expected to be issued under the Priority Sub-Underwriting.

The Underwriter has also been appointed as lead manager to the Offer, and the terms of the appointment are summarised in Section 8.5.

4.7 Effect on control of the Company

The Underwriter is not currently a shareholder of the Company and has advised the Company that none of its sub-underwriters are existing Shareholders in the Company. The Underwriter is not a related party of the Company for the purpose of the Corporations Act. The Underwriter's present voting power and changes under several scenarios are set out in the table below.

Event	Shares held by Underwriter	Voting power of Underwriter
Date of Prospectus	Nil	0%
Completion of Entitlement Issue		
Fully subscribed	Nil	0%
75% subscribed	13,319,650	9.37%
50% subscribed	26,639,300	18.75%
25% subscribed	39,958,950	28.12%
16% subscribed (being the Priority Sub-Underwriting)	44,389,711	31.24%

0% subscribed	53,278,600	37.5%
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The table is indicative only, as the Underwriter has entered into sub-underwriting agreements that would reduce any voting power that would be acquired by the Underwriter under the Underwriting Agreement.

If the Priority Sub-Underwriters are required to take up their full sub-underwriting commitment of 8,888,888 Shares, they will have a combined voting power of 6.25% following completion of the Offer. This will have the effect of reducing the Underwriter's voting power.

Notwithstanding the possible voting power that may be obtained by the Underwriter under the Offer, it is not expected that no Eligible Shareholders would take up their entitlement under the Offer, and the Offer has been structured in a way to encourage Eligible Shareholders to participate in the Offer and subscribe for their Entitlements. In addition, the Company encourages Eligible Shareholders to subscribe for additional Shares and New Options under the Shortfall Offer by following the instructions set out in Section 4.3 above. In addition, the Underwriter is likely to appoint sub-underwriters (in addition to the Priority Sub-Underwriter), which would have the effect of lowering the Underwriter's potential voting power in the Company.

4.8 Dilution effect

Shareholders should note that if they do not participate in the Offer, their holdings are likely to be diluted by approximately 37.5% (as compared to their holdings and number of Shares on issue as at the date of the Prospectus). Examples of how the dilution may impact Shareholders assuming no New Options have been exercised is set out in the table below:

Holder	Holding as at Record date	% at Record Date	Entitlements under the Offer	Holdings if Offer not taken Up	% post Offer
Shareholder 1	10,000,000	11.26%	6,000,000	10,000,000	7.04%
Shareholder 2	5,000,000	5.63%	3,000,000	5,000,000	3.52%
Shareholder 3	1,500,000	1.69%	900,000	1,500,000	1.06%

Notes:

- The dilutionary effect shown in the table is the maximum percentage on the assumption that those Entitlements not accepted are placed under the Shortfall Offer. In the event all Entitlements are not accepted and some or all of the resulting Shortfall was not subsequently placed, the dilution effect for each Shareholder not accepting their Entitlement would be a lesser percentage.

4.9 Shortfall Offer

Any Entitlement not taken up pursuant to the Offer will form the Shortfall Offer.

The Shortfall Offer is a separate offer made pursuant to this Prospectus and will remain open for up to three months following the Closing Date. The issue price for each Share to be issued under the Shortfall Offer shall be \$0.045 being the price at which Shares have been offered under the Offer.

Eligible Shareholders who wish to subscribe for Securities above their Entitlement are invited to apply for additional Securities under the Shortfall Offer by

completing the appropriate section on their Entitlement and Acceptance Form or by making payment for such Shares and New Options in accordance with Section 4.3 above.

The first \$400,000 of Shortfall is expected to be issued to the Priority Sub-Underwriter, and then to Eligible Shareholders who apply for Shortfall and the Underwriter (and other Sub-Underwriters). The allocation of Shortfall will be at the absolute discretion of the Directors in consultation with the Underwriter and may be allocated based on the desire to introduce new shareholders into the Company, the level of applications received for the Shortfall and the desire to minimise any control impacts of the Offer on the Company.

4.10 ASX listing

Application for Official Quotation of the Securities offered pursuant to this Prospectus will be made in accordance with the timetable set out at the commencement of this Prospectus. If ASX does not grant Official Quotation of the Securities offered pursuant to this Prospectus before the expiration of 3 months after the date of issue of the Prospectus, (or such period as varied by the ASIC), the Company will not issue any Securities and will repay all application monies for the Securities within the time prescribed under the Corporations Act, without interest.

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

4.11 Issue

Securities issued pursuant to the Offer will be issued in accordance with the ASX Listing Rules and timetable set out at the commencement of this Prospectus.

Securities issued pursuant to the Shortfall Offer will be issued on a progressive basis. Where the number of Shares issued is less than the number applied for, or where no issue is made, surplus application monies will be refunded without any interest to the Applicant as soon as practicable after the closing date of the Shortfall Offer.

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

Holding statements for Securities issued under the Offers will be mailed in accordance with the ASX Listing Rules and timetable set out at the commencement of this Prospectus and for Shortfall Securities issued under the Shortfall Offer as soon as practicable after their issue.

4.12 Overseas shareholders

The Offer does not, and is not intended to, constitute an offer in any place or jurisdiction in which, or to any person to whom, it would not be lawful to make such an offer or to issue this Prospectus.

It is not practicable for the Company to comply with the securities laws of overseas jurisdictions having regard to the number of overseas Shareholders, the number and value of Shares these Shareholders would be offered and the cost of

complying with regulatory requirements in each relevant jurisdiction. Accordingly, the Offer is not being extended and Shares will not be issued to Shareholders with a registered address which is outside Australia or New Zealand.

New Zealand

The Securities are not being offered to the public within New Zealand other than to existing shareholders of the Company with registered addresses in New Zealand to whom the offer of these securities is being made in reliance on the transitional provisions of the Financial Markets Conduct Act 2013 (New Zealand) and the Financial Markets Conduct (Incidental Offers) Exemption Notice 2016 (New Zealand).

This Prospectus has been prepared in compliance with Australian law and has not been registered, filed with or approved by any New Zealand regulatory authority. This document is not a product disclosure statement under New Zealand law and is not required to, and may not, contain all the information that a product disclosure statement under New Zealand law is required to contain.

Nominees and custodians

Nominees and custodians may not submit an Entitlement and Acceptance Form on behalf of any Shareholder resident outside Australia and New Zealand without the prior consent of the Company, taking into account relevant securities law restrictions. Return of a duly completed Entitlement and Acceptance Form will be taken by the Company to constitute a representation that there has been no breach of those regulations.

4.13 Enquiries

Any questions concerning the Offer should be directed to Ms Susan Hunter, Company Secretary, on +61 8 9473 2500.

5. PURPOSE AND EFFECT OF THE OFFER

5.1 Purpose of the Offer

The purpose of the Offer is to raise up to \$2,397,537 (before costs of the Offer).

The funds raised from the Offer are planned to be used in accordance with the table set out below:

Item	Proceeds of the Offer	Subscription (\$)	%
1.	Sales force for the nxus and TrafficGuard Products	500,000	20.9
2.	Marketing for the nxus and TrafficGuard Products	1,000,000	41.7
3.	Research and development and ongoing product development	250,000	10.4
4.	Costs of the Offer ¹	217,267	9.1
5.	General Working Capital	430,270	17.9
	Total	2,397,537	100

Notes:

1. Refer to section 8.9 of this Prospectus for further details relating to the estimated expenses of the Offer.

The above table is a statement of current intentions as of the date of this Prospectus. As with any budget, intervening events and new circumstances have the potential to affect the manner in which the funds are ultimately applied. The Board reserves the right to alter the way funds are applied on this basis.

5.2 Effect of the Offer

The principal effect of the Offer, assuming all Entitlements are accepted and no Options are exercised prior to the Record Date, will be to:

- (a) increase the cash reserves by \$2,180,270 (after deducting the estimated expenses of the Offer) immediately after completion of the Offer;
- (b) increase the number of Shares on issue from 88,797,667 as at the date of this Prospectus to 142,076,267 Shares following completion of the Offer; and
- (c) increase the number of Options (the terms of which are set out in Section 5.4) on issue from 2,000,000 as at the date of this Prospectus to 41,958,950 Options following completion of the Offer; and

5.3 Pro-forma balance sheet

The audited balance sheet as at 30 June 2018 and the unaudited pro-forma balance sheet as at 30 June 2018 shown below have been prepared on the basis of the accounting policies normally adopted by the Company and reflect the changes to its financial position.

The pro-forma balance sheet has been prepared assuming all Entitlements are accepted, no Options are exercised prior to the Record Date and including expenses of the Offer.

The pro-forma balance sheet has been prepared to provide investors with information on the assets and liabilities of the Company and pro-forma assets and liabilities of the Company as noted below. The historical and pro-forma financial information is presented in an abbreviated form, insofar as it does not include all of the disclosures required by Australian Accounting Standards applicable to annual financial statements.

	Audited 30 June 2018	Pro-forma Disposal of Mpire Network	Pro-forma Rights issue	Pro-forma unaudited as at 30 June 2018
CURRENT ASSETS				
Cash and cash equivalents	\$4,054,816	\$261,698	\$2,180,270	\$6,496,784
Trade and other receivables	\$148,118	\$577,061		\$725,179
Assets held for sale	\$1,154,520	(\$1,154,520)		\$0
TOTAL CURRENT ASSETS	\$5,357,454	(\$315,761)	\$2,180,270	\$7,221,963
NON-CURRENT ASSETS				
Investments	\$0	\$113,525		\$113,525
Goodwill	\$34,000	\$0		\$34,000
Plant and equipment	\$70,704	\$0		\$70,704
TOTAL NON-CURRENT ASSETS	\$104,704	\$113,525	\$0	\$218,229
TOTAL ASSETS	\$5,462,158	(\$202,236)	\$2,180,270	\$7,440,192
CURRENT LIABILITIES				
Trade and other payables	(\$691,122)	\$0		(\$691,122)
Provisions	(\$185,335)	\$0		(\$185,335)
Liabilities held for sale	(\$715,917)	\$715,917		\$0
TOTAL CURRENT LIABILITIES	(\$1,592,374)	\$715,917	\$0	(\$876,457)
NON-CURRENT LIABILITIES				
Provisions	(\$103,873)	\$0		(\$103,873)
TOTAL NON-CURRENT LIABILITIES	(\$103,873)	\$0	\$0	(\$103,873)
TOTAL LIABILITIES	(\$1,696,247)	\$715,917	\$0	(\$980,330)
NET ASSETS	\$3,765,911	\$513,681	\$2,180,270	\$6,459,862
EQUITY				
Contributed equity	\$22,586,507	\$0	\$1,458,749	\$24,045,256
Share based payment reserve	\$2,658,453	\$0	\$794,936	\$3,453,389
Foreign currency translation reserve	\$12,346	(\$3,998)		\$8,348
Accumulated losses	(\$21,491,395)	\$517,679	(\$73,415)	(\$21,047,131)
TOTAL EQUITY	\$3,765,911	\$513,681	\$2,180,270	\$6,459,862

Notes:

1. The Company disposed of 90% of its equity interest in Mpire Network Inc on 31 July 2018 for a consideration of \$900,000 of which \$500,000 was received upfront. The deferred consideration of \$400,000 will be paid in 8 monthly instalments of \$50,000 commencing on 31 January 2019. In addition, the Company estimates it is due to receive approximately \$177,000 as a working capital adjustment pursuant to the sale agreement.
2. The issue management fee and underwriting fee payable to Patersons Securities Limited have been treated as share issue costs. The payment of these fees has been allocated directly against contributed equity.
3. The New Options issued pursuant to the Offer have been valued using the Black-Scholes model and have been treated as a share issue costs. The issue of the New Options has been allocated to the share-based payments reserve and against contributed equity.

5.4 Effect on capital structure

The effect of the Offer on the capital structure of the Company, assuming all Entitlements are accepted and no Options are exercised prior to the Record Date, is set out below.

Shares

	Number
Shares currently on issue	88,797,667
Shares offered pursuant to the Offer	53,278,600
Total Shares on issue after completion of the Offer	142,076,267

Options

	Number
Unquoted exercisable at \$0.45 on or before 30 March 2020	1,500,000
Unquoted exercisable at \$0.45 on or before 25 August 2020	500,000
New Options offered pursuant to the Offer (Quoted exercisable at \$0.10 expiring three (3) years from the date of issue)	39,958,950
Total Options on issue after completion of the Offer	41,958,950

Notes:

- As set out above and as announced on 27 September 2018, the Company has agreed to issue approximately 15,541,873 Underwriting Options, subject to the receipt of the approval of the Company's Shareholders. This approval is expected to be sought at the Company's Annual General Meeting in November 2018.

Performance Rights

	Number
Performance Rights currently on issue	33,332
Performance Rights offered pursuant to the Offer	Nil
Total Performance Rights on issue after completion of the Offer	33,332

Notes:

- As at the date of this Prospectus, a total of 33,332 Performance Rights have vested in accordance with the terms on which they were issued (**Vested Performance Rights**). At the election of the holder, each of these Vested Performance Rights may convert into one Share.

The capital structure on a fully diluted basis as at the date of this Prospectus would be 90,830,999 Shares and on completion of the Offer (assuming all Entitlements are accepted and no Options are exercised and no Performance Rights are converted prior to the Record Date) would be 184,068,549 Shares.

5.5 Details of substantial holders

Based on publicly available information as at the date of this prospectus, those persons which (together with their associates) have a relevant interest in 5% or more of the Shares on issue are set out below:

Shareholder	Shares	%
Zhenya Holdings Pty Ltd	10,000,000	11.26
National Nom Limited	5,264,644	5.93
MC Management Group Pty Ltd	5,000,000	5.63

In the event all Entitlements are accepted there will be no change to the substantial holders on completion of the Offer.

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6. RIGHTS AND LIABILITIES ATTACHING TO SECURITIES

6.1 Shares

The following is a summary of the more significant rights and liabilities attaching to Shares being offered pursuant to this Prospectus. This summary is not exhaustive and does not constitute a definitive statement of the rights and liabilities of Shareholders. To obtain such a statement, persons should seek independent legal advice.

Full details of the rights 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.

(a) **General meetings**

Shareholders are entitled to be present in person, or by proxy, attorney or representative to attend and vote at general meetings of the Company.

Shareholders may requisition meetings in accordance with section 249D of the Corporations Act and the Constitution of the Company.

(b) **Voting rights**

Subject to any rights or restrictions for the time being attached to any class or classes of shares, at general meetings of shareholders or classes of shareholders:

- (i) each Shareholder entitled to vote may vote in person or by proxy, attorney or representative;
- (ii) on a show of hands, every person present who is a Shareholder or a proxy, attorney or representative of a Shareholder has one vote; and
- (iii) on a poll, every person present who is a Shareholder or a proxy, attorney or representative of a Shareholder shall, in respect of each fully paid Share held by him, or in respect of which he is appointed a proxy, attorney or representative, have one vote for each Share held, but in respect of partly paid shares shall have such number of votes as bears the same proportion to the total of such Shares registered in the Shareholder's name as the amount paid (not credited) bears to the total amounts paid and payable (excluding amounts credited).

(c) **Dividend rights**

Subject to the rights of any preference Shareholders and to the rights of the holders of any shares created or raised under any special arrangement as to dividend, the Directors may from time to time declare a dividend to be paid to the Shareholders entitled to the dividend which shall be payable on all Shares according to the proportion that the amount paid (not credited) is of the total amounts paid and payable (excluding amounts credited) in respect of such Shares.

The Directors may from time to time pay to the Shareholders any interim dividends as they may determine. No dividend shall carry interest as against the Company. The Directors may set aside out of the profits of

the Company any amounts that they may determine as reserves, to be applied at the discretion of the Directors, for any purpose for which the profits of the Company may be properly applied.

Subject to the ASX Listing Rules and the Corporations Act, the Company may, by resolution of the Directors, implement a dividend reinvestment plan on such terms and conditions as the Directors think fit and which provides for any dividend which the Directors may declare from time to time payable on Shares which are participating Shares in the dividend reinvestment plan, less any amount which the Company shall either pursuant to the Constitution or any law be entitled or obliged to retain, be applied by the Company to the payment of the subscription price of Shares.

(d) **Winding-up**

If the Company is wound up, the liquidator may, with the authority of a special resolution, divide among the Shareholders in kind the whole or any part of the property of the Company, and may for that purpose set such value as he considers fair upon any property to be so divided, and may determine how the division is to be carried out as between the Shareholders or different classes of Shareholders.

The liquidator may, with the authority of a special resolution, vest the whole or any part of any such property in trustees upon such trusts for the benefit of the contributories as the liquidator thinks fit, but so that no Shareholder is compelled to accept any shares or other securities in respect of which there is any liability.

(e) **Shareholder liability**

As the Shares issued will be fully paid shares, they will not be subject to any calls for money by the Directors and will therefore not become liable for forfeiture.

(f) **Transfer of shares**

Generally, shares in the Company are freely transferable, subject to formal requirements, the registration of the transfer not resulting in a contravention of or failure to observe the provisions of a law of Australia and the transfer not being in breach of the Corporations Act and the ASX Listing Rules.

(g) **Future increase in capital**

The issue of any new Shares is under the control of the Directors of the Company. Subject to restrictions on the issue or grant of Securities contained in the ASX Listing Rules, the Constitution and the Corporations Act (and without affecting any special right previously conferred on the holder of an existing share or class of shares), the Directors may issue Shares as they shall, in their absolute discretion, determine.

(h) **Variation of rights**

Under section 246B of the Corporations Act, the Company may, with the sanction of a special resolution passed at a meeting of Shareholders vary or abrogate the rights attaching to shares.

If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class), whether or not the Company is being wound up, may be varied or abrogated with the consent in writing of the holders of three quarters of the issued shares of that class, or if authorised by a special resolution passed at a separate meeting of the holders of the shares of that class.

6.2 New Options

(a) Entitlement

Each New Option entitles the holder to subscribe for one (1) Share upon exercise of the New Option.

(b) Exercise Price

Subject to paragraph (j), the amount payable upon exercise of each New Option will be \$0.10 (**Exercise Price**).

(c) Expiry Date

Each New Option will expire three (3) years from the date of issue (**Expiry Date**). A New Option not exercised before the Expiry Date will automatically lapse on the Expiry Date.

(d) Exercise Period

New Options are exercisable at any time on or prior to the Expiry Date (**Exercise Period**).

(e) Notice of Exercise

New Options may be exercised during the Exercise Period by notice in writing to the Company in the manner specified on the New Option certificate (**Notice of Exercise**) and payment of the Exercise Price for each New Option being exercised in Australian currency by electronic funds transfer or other means of payment acceptable to the Company.

(f) Exercise Date

A Notice of Exercise is only effective on and from the later of the date of receipt of the Notice of Exercise and the date of receipt of the payment of the Exercise Price for each New Option being exercised in cleared funds (**Exercise Date**).

(g) Timing of issue of Shares on exercise

Within 15 Business Days after the Exercise Date, the Company will

- (i) issue the number of Shares required under these terms and conditions in respect of the number of New Options specified in the Notice of Exercise and for which cleared funds have been received by the Company;
- (ii) if required, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, or, if the Company is unable to issue such a notice, lodge with ASIC a prospectus prepared in

accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors; and

- (iii) if admitted to the official list of ASX at the time, apply for official quotation on ASX of Shares issued pursuant to the exercise of the New Options.

If a notice delivered under (g)(ii) for any reason is not effective to ensure that an offer for sale of the Shares does not require disclosure to investors, the Company must, no later than 20 Business Days after becoming aware of such notice being ineffective, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors.

(h) **Shares issued on exercise**

Shares issued on exercise of the New Options rank equally with the then issued shares of the Company.

(i) **Quotation of Shares issued on exercise**

If admitted to the official list of ASX at the time, application will be made by the Company to ASX for quotation of the Shares issued upon the exercise of the New Options.

(j) **Reconstruction of capital**

If at any time the issued capital of the Company is reconstructed, all rights of a New Optionholder are to be changed in a manner consistent with the Corporations Act and the ASX Listing Rules at the time of the reconstruction.

(k) **Participation in new issues**

There are no participation rights or entitlements inherent in the New Options and holders will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the New Options without exercising the New Options.

(l) **Change in exercise price**

A New Option does not confer the right to a change in Exercise Price or a change in the number of underlying securities over which the New Option can be exercised.

(m) **Quoted**

The Company will apply for quotation of the New Options on ASX. The New Options will rank equally with the Company's listed options (ASX Code TMP).

(n) **Transferability**

The New Options are transferable subject to any restriction or escrow arrangements imposed by ASX or under applicable Australian securities laws.

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7. RISK FACTORS

7.1 Introduction

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

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

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

7.2 Company and industry specific

(a) Potential for significant dilution

Upon implementation of the Offer, assuming all Entitlements are accepted and no Options are exercised and no Performance Rights are converted prior to the Record Date the number of Shares in the Company will increase from 88,797,667 currently on issue to 142,076,267. This means that each Share will represent a significantly lower proportion of the ownership of the Company.

It is not possible to predict what the value of the Company or a Share will be following the completion of the Offer being implemented and the Directors do not make any representation as to such matters.

The last trading price of Shares on ASX prior to the prospectus being lodged of \$0.052 is not a reliable indicator as to the potential trading price of Shares after implementation of the Offer.

(b) Competition and new technologies

The Company operates in a market that is prone to disruptions. Any failure to adapt to rapid technological changes could render its platform obsolete. The Company may also face platform-specific challenges (such as security and downtime issues). The industry in which the Company operates is highly competitive and is subject to increasing domestic and global competition which is fast-paced and fast-changing. While the Company undertakes all reasonable due diligence in its business decisions and operations, it will have no influence or control over the activities or actions of its competitors, whose activities or actions may positively, or negatively affect the operating and financial performance of the Company's projects and business. For instance, new technologies could overtake the advancements made by the Company which could negatively impact on the financial position and financial performance of the Company. Similarly, aggressive pricing or additional service offerings from competitors could require the Company to adjust its own pricing and service offerings to continue to generate business, which could

negatively impact on the financial position and financial performance of the Company.

(c) **Protection of Intellectual Property Rights**

The Company has applied for a patent to protect its intellectual property and it is not yet known whether the patent will be granted. Accordingly, to protect its trade secrets, the Company currently relies on the copyright it has in its software code and on its intellectual property being kept confidential within the organisation. If the Company fails to protect its intellectual property and trade secrets, competitors may gain access to its technology which could harm the business. The Company may be required to spend significant resources to monitor and protect its intellectual property.

The Company may initiate or otherwise be involved in litigation against third parties for infringement, or to establish the validity, of the Company's rights. Any litigation, whether or not it is successful, could result in significant expense to the Company and divert the efforts of its personnel. In addition, unauthorised use of the "Tech Mpire" brand in counterfeit products or services could not only result in potential revenue loss, but also have an adverse impact on its brand value and perception of its product quality.

(d) **Marketing Activity**

Given the evolution in online marketing and the shift from traditional marketing to mobile and native marketing, the Company may be subject to a continuously and quickly changing competitive environment and would need to adjust pre-emptively.

(e) **Working Capital Management**

The Company requires sufficient working capital to enable it to meet its payment commitments as and when they fall due. If the Company has insufficient working capital it will reduce the Company's ability to generate further revenue because it will be unable to employ sales and marketing personnel and deploy marketing initiatives required to attract new customers. Financial pressure will also be encountered if the Company has a short-term cash shortage or if it experiences delayed payments or bad debts from its customers. The Company must accordingly manage its working capital carefully, to ensure that it has sufficient short-term cash resources to enable it to generate desired revenue levels.

The Company's current contracts with customers do not provide a sufficient source of ongoing revenue to underpin its operating performance. The Company's ongoing revenue and operating performance is accordingly dependent on continuing to generate new business. Failure to continue to enter into new contracts may negatively affect the future financial performance of the Company.

(f) **Dependence on the internet**

Expansion in the sales of the Company's services depends on the continued acceptance of the internet as a communications and commerce platform for individuals and enterprises. The internet could become less viable as a business tool due to delays in the development

or adoption of new standards and protocols to handle increased demands of internet activity, security, reliability, cost, ease-of-use, accessibility and quality-of-service. The performance of the internet and its acceptance as a business tool has been harmed by "viruses," "worms" and similar malicious programs, and the internet has experienced a variety of outages and other delays as a result of damage to portions of its infrastructure. If for any reason the internet does not remain a widespread communications medium and commercial platform, the demand for the Company's services would be significantly reduced, which would negatively affect the Company.

(g) **Hacker attacks**

The Company relies upon the availability of its web services to attract new customers. Hackers could render the website unavailable through a denial of service or other disruptive attacks. Although, the Company has strategies in place to minimise such attacks, these strategies may not be successful. Unavailability of the web services could lead to a loss of revenues whilst the Company is unable to provide its services. Further, it could hinder the Company's abilities to retain existing customers or attract new customers, which would have a material adverse impact on growth of the business.

(h) **Privacy concerns**

Regulations in various jurisdictions limit tracking and collection of personal identification and information. If the Company breaches such regulations, the Company's business, reputation, financial position and financial performance may be detrimentally affected. External events may also cause regulators to amend regulations in respect of the collection and use of user information. Any amended regulations may introduce controls which make the operation of certain types of tracking technologies unusable which could damage the Company's financial position and financial performance by adding costs to the Company through the requirement to develop and implement new technology.

(i) **Key Personnel**

The Company will need to attract and retain innovative and educated individuals to drive the company's expansion in Asia, a loss of CEO or CTO could lead to the company failing to execute strategic plans, resulting in lower than expected growth in market share and revenues.

7.3 **General risks**

(a) **Economic**

General economic conditions, movements in interest and inflation rates and currency exchange rates may have an adverse effect on the Company's exploration, development and production activities, as well as on its ability to fund those activities.

(b) **Market conditions**

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

- general economic outlook;
- introduction of tax reform or other new legislation;
- interest rates and inflation rates;
- changes in investor sentiment toward particular market sectors;
- the demand for, and supply of, capital; and
- terrorism or other hostilities.

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

(c) **Additional requirements for capital**

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

(d) **International Operations**

The Company does business internationally. The Company's operations is therefore subject to a number of risks inherent in global operations, including:

- (i) political and economic instability in foreign markets;
- (ii) inconsistent product regulation by foreign agencies or governments;
- (iii) imposition of product tariffs and burdens;
- (iv) costs of complying with a wide variety of international laws;
- (v) risks stemming from the Company's lack of local business experience in specific foreign countries;
- (vi) foreign currency fluctuations;
- (vii) difficult enforcing intellectual property rights;
- (viii) foreign taxes; and
- (ix) language and other cultural barriers.

7.4 Speculative investment

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

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

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

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8. ADDITIONAL INFORMATION

8.1 Litigation

As at the date of this Prospectus, the Company is not involved in any legal proceedings and the Directors are not aware of any legal proceedings pending or threatened against the Company.

8.2 Continuous disclosure obligations

The Company is a “disclosing entity” (as defined in section 111AC of the Corporations Act) for the purposes of section 713 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 Prospectus is a “transaction specific prospectus”. In general terms a “transaction specific prospectus” is only required to contain information in relation to the effect of the issue of securities on a company and the rights attaching to the securities. It is not necessary to include general information in relation to all of the assets and liabilities, financial position, profits and losses or prospects of the issuing company.

This Prospectus 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.

Having taken such precautions and having made such enquires as are reasonable, the Company believes that it has complied with the general and specific requirements of ASX as applicable from time to time throughout the 3 months before the issue of this Prospectus which required the Company to notify ASX of information about specified events or matters as they arise for the purpose of ASX making that information available to the stock market conducted by ASX.

Information that is already in the public domain has not been reported in this Prospectus other than that which is considered necessary to make this Prospectus complete.

The Company, as a disclosing entity under the Corporations Act states that:

- (a) it is subject to regular reporting and disclosure obligations;
- (b) copies of documents lodged with the ASIC in relation to the Company (not being documents referred to in section 1274(2)(a) of the Corporations Act) may be obtained from, or inspected at, the offices of the ASIC; and
- (c) it will provide a copy of each of the following documents, free of charge, to any person on request between the date of issue of this Prospectus and the Closing Date:
 - (i) the annual financial report most recently lodged by the Company with the ASIC;

- (ii) any half-year financial report lodged by the Company with the ASIC after the lodgement of the annual financial report referred to in (i) and before the lodgement of this Prospectus with the ASIC; and
- (iii) any continuous disclosure documents given by the Company to ASX in accordance with the ASX Listing Rules as referred to in section 674(1) of the Corporations Act after the lodgement of the annual financial report referred to in (i) and before the lodgement of this Prospectus with the ASIC.

Copies of all documents lodged with the ASIC in relation to the Company can be inspected at the registered office of the Company during normal office hours.

Details of documents lodged by the Company with ASX since the date of lodgement of the Company's latest annual financial report and before the lodgement of this Prospectus with the ASIC are set out in the table below.

Date	Description of Announcement
27/09/2018	Underwritten Rights Issue for TrafficGuard Commercialisation
25/09/2018	Trading Halt
18/09/2018	Technology Update
13/09/2018	Trading Update
31/08/2018	Appendix 4E and Annual Financial Statements

ASX maintains files containing publicly available information for all listed companies. The Company's file is available for inspection at ASX during normal office hours.

The announcements are also available through the Company's website www.techmpire.com.

8.3 Market price of shares

The Company is a disclosing entity for the purposes of the Corporations Act and its Shares are enhanced disclosure securities quoted on ASX.

The highest, lowest and last market sale prices of the Shares on ASX during the three months immediately preceding the date of lodgement of this Prospectus with the ASIC and the respective dates of those sales were:

Highest	\$0.083	7 August 2018
Lowest	\$0.043	12 September 2018
Last	\$0.057	27 September 2018

8.4 Underwriting Agreement

By an agreement between the Underwriter and the Company (**Underwriting Agreement**), the Underwriter agreed to conditionally underwrite the Offer for 53,278,600 Shares and 39,958,950 Options (**Underwritten Securities**).

Pursuant to the Underwriting Agreement the Company has agreed to pay the Underwriter:

- (a) a management fee of 2% of the total amount raised under the Offer;
- (b) an underwriting fee of 4% of the total amount raised under the Offer (all sub-underwriting fees will be paid by the Underwriter from this underwriting fee); and
- (c) a corporate advisory fee of \$25,000.

In addition, the Company has agreed to issue the Underwriter (or its nominee(s)) 15,541,873 New Options as part consideration for services provided to the Company in connection with the Offer. These New Options will be subject to the receipt of Shareholder approval as referred to in this Prospectus.

The Underwriter is also entitled to be reimbursed for out-of-pocket expenses directly related to the Offer. The Underwriter must obtain the Company's consent prior to incurring any single expense greater than \$2,000.

The Underwriter may procure such persons to sub-underwrite the Offer as the Underwriter in its sole and absolute discretion thinks fit. The Underwriter will ensure that no person will acquire, through participation in sub-underwriting the Offer, a holding of Shares of, or increase their holding, to an amount in excess of 19.9% of all the Shares on issue on completion of the Offer.

The obligation of the Underwriter to underwrite the Offer is subject to certain events of termination. The Underwriter may terminate its obligations under the Underwriting Agreement if:

- (a) **(Termination)**: The Underwriter may terminate its obligations under the Underwriting Agreement if:
 - (i) **(Indices fall)**: either of the All Ordinaries Index or the S&P/ASX Small Resources Index as published by ASX is at any time after the date of the Underwriting Agreement, is at a level that is 7.5% or more below its respective level as at the close of business on the Business Day prior to the date of this Agreement; or
 - (ii) **(Share Price)**: the Shares of the Company that trade on the ASX under the ASX code of "TMP" close lower than the Price on any two consecutive trading days; or
 - (iii) **(No Official Quotation)**: Official Quotation has not been granted for all the Rights Shares by the Shortfall Notice Deadline Date or, having been granted, is subsequently withdrawn, withheld or qualified; or
 - (iv) **(Supplementary Prospectus)**:
 - (A) the Underwriter, having elected not to exercise its right to terminate its obligations under the Underwriting Agreement as a result of an occurrence as described in Section 8.4(a)(xiv)(F) forms the view on reasonable grounds that a supplementary or replacement Prospectus should be lodged with ASIC and the Company fails to lodge a supplementary or replacement Prospectus in such form and content and

within such time as the Underwriter may reasonably require; or

(B) the Company lodges a supplementary or replacement Prospectus without the prior written agreement of the Underwriter; or

- (v) **(Non-compliance with disclosure requirements)**: it transpires that the Prospectus does not contain all the information required by the Corporations Act; or
- (vi) **(Misleading Prospectus)**: it transpires that there is a statement in the Prospectus that is misleading or deceptive or likely to mislead or deceive, or that there is an omission from the Prospectus or if any statement in the becomes or misleading or deceptive or likely to mislead or deceive or if the issue of the Prospectus is or becomes misleading or deceptive or likely to mislead or deceive;
- (vii) **(Restriction on allotment)**: the Company is prevented from allotting the Rights 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;
- (viii) **(Withdrawal of consent to Prospectus)**: any person (other than the Underwriter) who has previously consented to the inclusion of its, his or her name in the Prospectus or to be named in the Prospectus, withdraws that consent;
- (ix) **(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 Prospectus, the Shortfall Notice Deadline Date has arrived, and that application has not been dismissed or withdrawn;
- (x) **(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, or an application for such a declaration is made to the Takeovers Panel;
- (xi) **(Hostilities)**: there is an outbreak of hostilities or a material escalation of hostilities (whether or not war has been declared) after the date of this Agreement involving one or more of Australia, New Zealand, Japan, Russia, the United Kingdom, the United States of America, France, North Korea, the People's Republic of China, Israel or any member of the European Union, or a terrorist act is perpetrated on any of those countries or any diplomatic, military, commercial or political establishment of any of those countries anywhere in the world;
- (xii) **(Authorisation)** any authorisation which is material to anything referred to in the Prospectus is repealed, revoked or terminated or expires, or is modified or amended in a manner unacceptable to the Underwriter;

- (xiii) **(Indictable offence)**: a director or senior manager of a Relevant Company is charged with an indictable offence;
- (xiv) **(Termination Events)**: subject always to the Underwriter's right to waive any event, any of the following events occurs :
 - (A) **(Default)**: default or breach by the Company under the Underwriting Agreement of any terms, condition, covenant or undertaking;
 - (B) **(Incorrect or untrue representation)**: any representation, warranty or undertaking given by the Company in the Underwriting Agreement is or becomes untrue or incorrect;
 - (C) **(Contravention of constitution or Act)**: a contravention by a Relevant Company 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;
 - (D) **(Adverse change)**: an event occurs which gives rise to a Material Adverse Effect or any adverse change or any development including a prospective adverse change after the date of the Underwriting Agreement in the assets, liabilities, financial position, trading results, profits, forecasts, losses, prospects, business or operations of any Relevant Company including, without limitation, if any forecast in the Prospectus becomes incapable of being met or in the Underwriter's reasonable opinion, unlikely to be met in the projected time;
 - (E) **(Error in Due Diligence Results)**: it transpires that any of the Due Diligence Results or any part of the Verification Material was false, misleading or deceptive in a material respect or that there was a material omission from them;
 - (F) **(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;
 - (G) **(Public statements)**: without the prior approval of the Underwriter a public statement is made by the Company in relation to the Offer, the Issue or the Prospectus;
 - (H) **(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 Issue or the affairs of any Relevant Company is or becomes misleading or deceptive or likely to mislead or deceive;
 - (I) **(Official Quotation qualified)**: the Official Quotation is qualified or conditional other than as set out in the definition of "Official Quotation";

- (J) **(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;
- (K) **(Prescribed Occurrence)**: a Prescribed Occurrence occurs (as defined in the Underwriting Agreement);
- (L) **(Suspension of debt payments)**: the Company suspends payment of its debts generally;
- (M) **(Event of Insolvency)**: an Event of Insolvency occurs in respect of a Relevant Company;
- (N) **(Judgment against a Relevant Company)**: a judgment in an amount exceeding \$25,000 is obtained against a Relevant Company and is not set aside or satisfied within 7 days;
- (O) **(Litigation)**: material litigation, arbitration, administrative or industrial proceedings are after the date of this Agreement commenced or threatened against any Relevant Company, other than any claims disclosed to the Underwriter in writing prior to the date of the Underwriting Agreement or foreshadowed in the Prospectus;
- (P) **(Board and senior management composition)**: there is a change in the composition of the Board or a change in the senior management of the Company before Completion without the prior written consent of the Underwriter;
- (Q) **(Change in shareholdings)**: there is a material change in the major or controlling shareholdings of a Relevant Company or a takeover offer or scheme of arrangement pursuant to Chapter 5 or 6 of the Corporations Act is publicly announced in relation to a Relevant Company;
- (R) **(Timetable)**: there is a delay in any specified date in the Timetable which is greater than 3 Business Days, without the written consent of the Underwriter (such consent not to be unreasonably withheld or delayed);
- (S) **(Force Majeure)**: a Force Majeure affecting the Company's business or any obligation under the Agreement lasting in excess of 7 days occurs;
- (T) **(Certain resolutions passed)**: a Relevant Company 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;

- (U) **(Capital Structure)**: any Relevant Company alters its capital structure in any manner not contemplated by the Prospectus;
 - (V) **(Investigation)**: any person is appointed under any legislation in respect of companies to investigate the affairs of a Relevant Company; or
 - (W) **(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.
- (b) **(Material Adverse Effect)**: the Underwriter may not exercise its rights under Section 8.4(a)(xiv) unless, in the reasonable opinion of the Underwriter reached in good faith, the occurrence of a Termination Event has or is likely to have, or two or more Termination Events together have or are likely to have:
- (i) a Material Adverse Effect; or
 - (ii) could give rise to a liability of the Underwriter under the Corporations Act or otherwise.
- Under the Underwriting Agreement, Material Adverse Effect is defined as:
- (i) a material adverse effect on the Offer or on the subsequent market for the Shares that are subject to the Offer (including, without limitation, matters likely to have a material adverse effect on a decision of an investor to invest in Shares); or
 - (ii) a material adverse effect on the assets, condition, trading or financial position, performance, profits and losses, results, prospectus, business or operations of the Company and its subsidiaries either individually or taken as a whole; or
 - (iii) the underwriter's obligations under the Underwriting Agreement becoming materially more onerous than those which exist at the date of the Underwriting Agreement; or
 - (iv) a material adverse effect on the tax position of either:
 - (A) the Company and its subsidiaries either individually or taken as a whole; or
 - (B) an Australian resident shareholder in the Company.
- (c) **(Company Termination)**: The Company may terminate the Underwriting Agreement by notice in writing given at any time prior to Completion, if the Underwriter is in default or any representation, warranty or undertaking given by the Underwriter in this Agreement is or becomes untrue or incorrect.

The Underwriting Agreement contains a number of conditions that must be satisfied by the Company before the Underwriter's obligation to underwrite the Offer commences that are considered standard for an agreement of this type,

such as satisfactory due diligence, procurement of sub-underwriters to the Offer and the timely lodgement of documents by the Company in accordance with the timetable.

The Underwriting Agreement also contains a number of indemnities, representations and warranties from the Company to the Underwriter that are considered standard for an agreement of this type.

8.5 Lead Manager Mandate

The Company and the Underwriter entered into a mandate agreement on 14 September 2018, whereby the Underwriter was appointed to act as Lead Manager and Underwriter to the Offer (**Mandate**).

The Underwriter will receive those fees set out in section 8.4 above for services provided pursuant to the Mandate which, for the avoidance of doubt, will not be duplicated.

The Mandate contains standard terms and conditions for an agreement of this nature.

8.6 Interests of Directors

Other than as set out in this Prospectus, no Director or proposed Director holds, or has held within the 2 years preceding lodgement of this Prospectus with the ASIC, any interest in:

- (a) the formation or promotion of the Company;
- (b) any property acquired or proposed to be acquired by the Company in connection with:
 - (i) its formation or promotion; or
 - (ii) the Offer; or
- (c) the Offer,

and no amounts have been paid or agreed to be paid and no benefits have been given or agreed to be given to a Director or proposed Director:

- (d) as an inducement to become, or to qualify as, a Director; or
- (e) for services provided in connection with:
 - (i) the formation or promotion of the Company; or
 - (ii) the Offer.

Security holdings

The relevant interest of each of the Directors in the securities of the Company as at the date of this Prospectus, together with their respective Entitlement (on the assumption that no Options are issued), is set out in the table below.

Director	Shares	Options	Entitlement	\$
Stephen Frank Belben	200,000	500,000	120,000	5,400

Mathew James Ratty	6,551,676	500,000	3,931,006	176,895
Renaud Besnard	-	500,000	-	-

Remuneration

The remuneration of an executive Director is decided by the Board, without the affected executive Director participating in that decision-making process. The total maximum remuneration of non-executive Directors is initially set by the Constitution and subsequent variation is by ordinary resolution of Shareholders in general meeting in accordance with the Constitution, the Corporations Act and the ASX Listing Rules, as applicable. The determination of non-executive Directors' remuneration within that maximum will be made by the Board having regard to the inputs and value to the Company of the respective contributions by each non-executive Director. The current amount has been set at an amount not to exceed \$500,000 per annum.

A Director may be paid fees or other amounts (i.e. non-cash performance incentives such as Options, subject to any necessary Shareholder approval) as the other Directors determine where a Director performs special duties or otherwise performs services outside the scope of the ordinary duties of a Director. In addition, Directors are also entitled to be paid reasonable travelling, hotel and other expenses incurred by them respectively in or about the performance of their duties as Directors.

The following table shows the total (and proposed) annual remuneration paid to both executive and non-executive directors.

Director	FY17	FY18	FY19
Stephen Frank Belben	\$131,327	\$65,881	\$65,700
Mathew James Ratty ¹	\$81,763	\$174,620	\$197,100
Renaud Besnard	nil	\$88,767	\$43,800

Notes:

1. Mr Ratty is also entitled to the Ratty Incentive Payments.

8.7 Interests of experts and advisers

Other than as set out below or elsewhere in this Prospectus, no:

- person named in this Prospectus as performing a function in a professional, advisory or other capacity in connection with the preparation or distribution of this Prospectus;
- promoter of the Company; or
- underwriter (but not a sub-underwriter) to the issue or a financial services licensee named in this Prospectus as a financial services licensee involved in the issue,

holds, or has held within the 2 years preceding lodgement of this Prospectus with the ASIC, any interest in:

- the formation or promotion of the Company;

- (e) any property acquired or proposed to be acquired by the Company in connection with:
- (i) its formation or promotion; or
 - (ii) the Offer; or
- (f) the Offer,

and no amounts have been paid or agreed to be paid and no benefits have been given or agreed to be given to any of these persons for services provided in connection with:

- (g) the formation or promotion of the Company; or
- (h) the Offer.

Patersons Securities Limited (being the Underwriter) will be paid an issue management fee of approximately 2% of the total amount raised under the Offer and an underwriting fee of approximately 4% of the underwritten amount. Patersons Securities Limited will also be paid \$25,000 for corporate advisory services provided to the Company. During the 24 months preceding lodgement of this Prospectus with the ASIC, Patersons Securities Limited has been paid fees totalling \$1,116 by the Company.

Steinepreis Paganin has acted as the solicitors to the Company in relation to the Offer. The Company estimates it will pay Steinepreis Paganin \$15,000 (excluding GST and disbursements) for these services. During the 24 months preceding lodgement of this Prospectus with the ASIC, Steinepreis Paganin has been paid fees totalling \$45,456.33 (excluding GST and disbursements) for legal services provided to the Company.

8.8 Consents

Chapter 6D of the Corporations Act imposes a liability regime on the Company (as the offeror of the Securities), the Directors, the persons named in the Prospectus with their consent as Proposed Directors, any underwriters, persons named in the Prospectus with their consent having made a statement in the Prospectus and persons involved in a contravention in relation to the Prospectus, with regard to misleading and deceptive statements made in the Prospectus. Although the Company bears primary responsibility for the Prospectus, the other parties involved in the preparation of the Prospectus can also be responsible for certain statements made in it.

Each of the parties referred to in this section:

- (a) does not make, or purport to make, any statement in this Prospectus other than those referred to in this section;
- (b) in light of the above, only to the maximum extent permitted by law, expressly disclaim and take no responsibility for any part of this Prospectus other than a reference to its name and a statement included in this Prospectus with the consent of that party as specified in this section;
- (c) Patersons Securities Limited has given its written consent to being named as Underwriter and Lead Manager to the Offer in this Prospectus, in the form and context in which it is named and not withdrawn its consent prior to the lodgement of this Prospectus with the ASIC; and

- (d) Steinepreis Paganin has given its written consent to being named as the solicitors to the Company in this Prospectus. Steinepreis Paganin has not withdrawn its consent prior to the lodgement of this Prospectus with the ASIC.

8.9 Expenses of the offer

In the event that all Entitlements are accepted, the total expenses of the Offer are estimated to be approximately \$217,267 (excluding GST) and are expected to be applied towards the items set out in the table below:

	\$
ASIC fees	3,206
ASX fees	22,209
Underwriting fees	95,901
Management to the Offer Fees	47,950
Corporate Advisory Fees	25,000
Legal fees	15,000
Printing and distribution	5,000
Miscellaneous	3,000
Total	217,267

8.10 Electronic prospectus

If you have received this Prospectus as an electronic Prospectus, please ensure that you have received the entire Prospectus accompanied by the Application Forms. If you have not, please phone the Company on +61 8 9473 2500 and the Company will send you, for free, either a hard copy or a further electronic copy of the Prospectus, or both. Alternatively, you may obtain a copy of this Prospectus from the Company's website at www.techmpire.com.

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

8.11 Financial forecasts

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

8.12 Clearing House Electronic Sub-Register System (CHES) and Issuer Sponsorship

The Company will not be issuing share or option certificates. The Company is a participant in CHES, for those investors who have, or wish to have, a sponsoring stockbroker. Investors who do not wish to participate through CHES will be issuer sponsored by the Company. Because the sub-registers are electronic, ownership of securities can be transferred without having to rely upon paper documentation.

Electronic registers mean that the Company will not be issuing certificates to investors. Instead, investors will be provided with a statement (similar to a bank account statement) that sets out the number of Shares issued to them under this

Prospectus. The notice will also advise holders of their Holder Identification Number or Security Holder Reference Number and explain, for future reference, the sale and purchase procedures under CHESS and issuer sponsorship.

Further monthly statements will be provided to holders if there have been any changes in their security holding in the Company during the preceding month.

8.13 Privacy Act

If you complete an application for Securities, you will be providing personal information to the Company (directly or by the Company's share registry). The Company collects, holds and will use that information to assess your application, service your needs as a holder of equity securities in the Company, facilitate distribution payments and corporate communications to you as a Shareholder and carry out administration.

The information may also be used from time to time and disclosed to persons inspecting the register, bidders for your securities in the context of takeovers, regulatory bodies, including the Australian Taxation Office, authorised securities brokers, print service providers, mail houses and the Company's share registry.

You can access, correct and update the personal information that we hold about you. Please contact the Company or its share registry if you wish to do so at the relevant contact numbers set out in this Prospectus.

Collection, maintenance and disclosure of certain personal information is governed by legislation including the *Privacy Act 1988* (Cth) (as amended), the Corporations Act and certain rules such as the ASX Settlement Operating Rules. You should note that if you do not provide the information required on the application for Securities, the Company may not be able to accept or process your application.

9. DIRECTORS' AUTHORISATION

This Prospectus is issued by the Company and its issue has been authorised by a resolution of the Directors.

In accordance with section 720 of the Corporations Act, each Director has consented to the lodgement of this Prospectus with the ASIC.



Mathew Ratty
Executive Director/Chief Executive Officer
For and on behalf of
Tech Mpire Limited

For personal use only

10. GLOSSARY

\$ means the lawful currency of the Commonwealth of Australia.

Applicant means a Shareholder who applies for Shares pursuant to the Offer or a Shareholder or other party who applies for Shortfall Shares pursuant to the Shortfall Offer.

Application Form means an Entitlement and Acceptance Form or Shortfall Application Form as the context requires.

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited (ACN 008 624 691) or the financial market operated by it as the context requires.

ASX Listing Rules means the listing rules of the ASX.

ASX Settlement Operating Rules means the settlement rules of the securities clearing house which operates CHES.

Board means the board of Directors unless the context indicates otherwise.

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.

Closing Date means the date specified in the timetable set out at the commencement of this Prospectus (unless extended).

Company means Tech Mpire Limited (ACN 156 377 141).

Constitution means the constitution of the Company as at the date of this Prospectus.

Corporations Act means the Corporations Act 2001 (Cth).

Directors means the directors of the Company as at the date of this Prospectus.

Entitlement means the entitlement of a Shareholder who is eligible to participate in the Offer.

Entitlement and Acceptance Form means the entitlement and acceptance form either attached to or accompanying this Prospectus.

New Option means an Option issued on the terms set out in section 6.2 of this Prospectus.

Offer means the non-renounceable entitlement issue the subject of this Prospectus.

Official Quotation means official quotation on ASX.

Option means an option to acquire a Share.

Optionholder means a holder of an Option.

Performance Right means a performance right that can convert into a Share subject to satisfaction of vesting conditions.

Prospectus means this prospectus.

Ratty Incentive Payments means the following:

- (a) if, for the financial year ended 30 June 2019, the Company records audited revenue of \$45 million or more, Mr Ratty will be issued a total of 1,000,000 performance rights in the Company (subject to shareholder approval) or a payment in cash equivalent to the value of those shares as at the date the performance bonus is earned; and
- (b) if, for the financial year ended 30 June 2019, the Company records an audited EBITDA of \$1 million, Mr Ratty will be issued a total of 1,000,000 performance rights in the Company (subject to shareholder approval) or a payment in cash equivalent to the value of those shares as at the date the performance bonus is earned; and
- (c) if, for the financial year ended 30 June 2019, the Company records an audited EBITDA of \$2 million or more, Mr Ratty will be issued a further 2,000,000 performance rights in the Company (subject to shareholder approval) or a payment in cash equivalent to the value of those shares as at the date the performance bonus is earned.

Record Date means the date specified in the timetable set out at the commencement of this Prospectus.

Securities means Shares and/or New Options offered pursuant to the Offer.

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

Shareholder means a holder of a Share.

Shortfall means the Shares not applied for under the Offer (if any).

Shortfall Application Form means the shortfall application form either attached to or accompanying this Prospectus.

Shortfall Offer means the offer of the Shortfall on the terms and conditions set out in section 4.9 of this Prospectus.

Shortfall Securities means those Securities issued pursuant to the Shortfall.

Underwriting Agreement has the meaning given in Section 8.4 of this Prospectus.

Underwritten Securities has the meaning given in Section 8.4 of this Prospectus

WST means Western Standard Time as observed in Perth, Western Australia.