

DMX CAPITAL PARTNERS LIMITED

ACN 603 568 494

BUY-BACK FACILITY TERMS

The Buy-back Facility Terms (the **Terms**) are as follows:

- (a) **(Buy-back Facility)** A summary of the Buy-back Facility (the **Facility**) and Application forms are able to be downloaded from www.dmxam.com.au. Each eligible Shareholder is invited to submit at any time an application (an **Application**) to have all or some of their Shares bought back in accordance with the Facility (in these Terms, Shares which are applied to be bought back are **Application Shares**).
- (b) **(Acceptance)** DMX may accept any Application in its discretion in respect of none, some or all of the Application Shares (in these Terms, Shares accepted by DMX to be bought back are **Buy-back Shares**) and an agreement will be formed based on the Application, these Terms and the acceptance by DMX. DMX is under no obligation to accept any Applications and can scale back. The Directors will only accept an Application when they believe it is in the best interests of DMX to do so, and that the buy-back will not prejudice DMX's ability to pay its creditors.
- (c) **(Participation is voluntary)** Participation in a buy-back or use of the Facility is on a voluntary basis. Shareholders will not have to sell their Shares if they do not want to.
- (d) **(Buy-back process)** Applications will be dealt with on a monthly basis. Each month all Applications received by DMX by 5:00pm (Sydney time) on the second last business day of the month will be accepted for all, some or none of the relevant Application Shares. To the extent that an Application is accepted by DMX, the buy-back will be effected at the close of the last business day of that month and the Buy-back Price will be paid during the next month and generally by the 15th business day of that month.
- (e) **(Applications are not revocable)** Applications, once made, are not revocable.
- (f) **(Buy-back Price)** The Buy-back Price will be the net asset value (**NAV**) of DMX less 0.25% of the NAV of DMX (allowing for transaction costs) divided by the number of Shares on issue, in each case as at the last business day of the month in which the Application is received by DMX. The Shareholder will not know the exact Buy-back Price when they make an Application for Buy-back and cannot make any claim against DMX or the officers of DMX in respect of any fluctuations in the Buy-back Price.
- (g) **(Publication of NAV and Buy-back Price)** The NAV and Buy-back Price per Share will be placed on the website www.dmxam.com.au as soon as possible on the first business day of the next month after the month in which the Application is received by DMX.
- (h) **(Minimum value of a Buy-back Application and minimum holding)** Shareholders will not be allowed to apply to have Shares bought back at any one time if that number of

Shares has a then current value of less than \$25,000 (unless the total holding is worth less than \$25,000, in which case the Application must be for the buy-back of all Shares held by that Shareholder). If the acceptance of an Application would result in the value of a Shareholder's remaining investment in DMX falling under \$25,000, DMX may treat the Shareholder's Application as a request that DMX buy-back all of its Shares.

(i) **(Scale back)** DMX may scale back Applications to limit the number or proportion of DMX's Shares to be bought back in any month. The scale back will, subject to minimum value conditions referred to above, be conducted pro rata among all Shares applied to be bought back in that month.

(j) **(Application Shares not accepted in any month)** Applications for the buy-back of Application Shares which are not accepted in any month will lapse. If the Shareholder wishes to have Shares bought back the Shareholder will need to apply again.

(k) **(Maximum proportion of DMX's capital to be bought back)** the maximum proportion of the issued Shares of DMX to be bought back pursuant to the Facility will be 20%.

(l) **(Warranties)** By making an Application the Shareholder represents and warrants to DMX that:

- (i) he is the registered legal holder of the Application Shares;
- (ii) the Application Shares are:
 - (A) fully paid;
 - (B) validly issued; and
 - (C) free from all Encumbrances;
- (iii) the Application Shares were not issued and allotted and have not been transferred, and will not, as contemplated by this agreement, be transferred in breach of any:
 - (A) pre-emptive or similar rights of any person; or
 - (B) contract which is binding on Shareholder;
- (iv) there are no agreements, rights or entitlements of any description for any person, except DMX, to acquire the Application Shares from the Shareholder, nor is the Shareholder committed to making such an agreement or granting such a right or entitlement; and
- (v) he has the power to enter into and perform this agreement and is entitled to transfer the full legal and beneficial interest in the Application Shares to DMX on the terms of this agreement.

(m) **(Transfer of Rights)** .The Buy-back Shares must be transferred to DMX:

- (i) free from any Encumbrance; and
- (ii) with all rights, including dividend rights, attaching or accruing to the Buy-back Shares from the date of this application.

(n) **(Power of attorney to transfer and share certificates)**

By making this Application the Shareholder:

- (i) appoints any director of DMX as its attorney to sign on behalf of the Shareholder a duly executed share transfer form in favour of DMX for the Buy-back Shares; and
- (ii) will provide DMX the original share certificate for the Buy-back Shares or a duly executed statutory declaration that the share certificates cannot be located.

(o) **(Actions by DMX)** On the buy-back of the Buy-back Shares DMX must:

- (i) accept the transfers of Shares;
- (ii) subject to the payment of stamp duty, register the transfer of the Buy-back Shares from the Shareholder to DMX;
- (iii) cancel the Buy-back Shares as required by and in accordance with the provisions of section 257H(3) of the Corporations Act;
- (iv) pay to Shareholder the Buy-back Price as requested by Shareholder
- (v) notify ASIC of the cancellation of the Buy-back Shares as required by and in accordance with the provisions of section 254Y(1) of the Corporations Act..

(p) **(Defined terms and interpretation)** the following definitions apply unless the context requires otherwise.

Application means an Application substantially in the form of this application to have Shares bought back by DMX under the Facility.

Application Shares are the Shares that a Shareholder applies under this Application to be bought back by DMX.

ASIC means Australian Securities and Investments Commission ABN 86 768 265 615.

Buy-back Shares means the Shares that DMX has agreed to buy back under the Facility.

Corporations Act means the Corporations Act 2001 (Cth).

Eligible Shareholders means Shareholders in jurisdictions where it is lawful for Shareholders to participate in the Facility.

Encumbrance means an encumbrance or security interest, including a mortgage, a fixed charge, a floating charge, a pledge, lien, conditional sale agreement, hire or hire purchase agreement, option, restriction as to transfer, use or possession, easement, or a subordination to a right of a person.

Facility means the Buy-back Facility described in this Application.

Share means an ordinary share in the issued capital of DMX.

- (q) **(Interpretation)** In this agreement, except where the context otherwise requires:
- (i) the singular includes the plural and vice versa and a gender includes other genders;
 - (ii) other grammatical forms of a defined word or expression have a corresponding meaning;
 - (iii) a reference to A\$, \$A, dollar or \$ is to Australian currency;
 - (iv) a reference to time is to Sydney time;
 - (v) a reference to a month means a calendar year or calendar month respectively;
 - (vi) a reference to a person includes a natural person, partnership, firm, body corporate, trust, joint venture, association, governmental or local authority or agency or other entity;
 - (vii) any document, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;

BUY-BACK FACILITY

APPLICATION FOR BUY-BACK

Date:

DMX Capital Partners Limited (**DMX**) has pursuant to a shareholders' resolution established a Buy-back Facility (**Facility**) for its Shareholders on the Buy-back Facility Terms (the **Terms**) set out below.

The Shareholder(s) referred to below applies to DMX for the Buy-back of the Application Shares on the following terms:

SHAREHOLDER(S)

Shareholder #1

Name:

Shareholder #2

Name:

ADDRESS of SHAREHOLDER(S)

**Number &
Street:**

Suburb:

State:

**Post
Code**

Country:

APPLICATION SHARES (the number of Shares the Shareholder is applying to be bought back under the Facility):

Shares

SHAREHOLDER CONTACT DETAILS:

Work:	
Home:	
Mobile:	
Email:	

SHAREHOLDER BANK DETAILS (the moneys for Shares bought back are to be deposited in the following account):

BSB:							
Account No.:							
Account Name:							
Name of Bank:							

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and can scale back. The Directors will only accept an Application when they believe it is in the best interests of DMX to do so, and that the buy-back will not prejudice DMX's ability to pay its creditors.

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(g) **(Publication of NAV and Buy-back Price)** The NAV and Buy-back Price per Share will be placed on the website www.dmxam.com.au as soon as possible on the first business day of the next month after the month in which the Application is received by DMX.

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 - (iv) there are no agreements, rights or entitlements of any description for any person, except DMX, to acquire the Application Shares from the Shareholder, nor is the Shareholder committed to making such an agreement or granting such a right or entitlement; and
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- (vi) a reference to a person includes a natural person, partnership, firm, body corporate, trust, joint venture, association, governmental or local authority or agency or other entity;
- (vii) any document, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;

(r) **(Attorneys)** Each person who executed this Application on behalf of a party declares that he or she has no notice of the revocation or suspension by the grantor or in any other manner of the power of attorney under the authority of which he or she executes this Application.

