

Form 603
Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme iQ3Corp Limited

ACN/ARSN 160 238 282

1. Details of substantial holder (1)

Name iQ3Corp Limited

ACN/ARSN (if applicable) 160 238 282

The holder became a substantial holder on 18 / 05 / 2015

2. Details of voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Ordinary shares (fully paid)	80,000,000	80,000,000	78.57%

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
iQ3Corp Limited	<p>Restriction on the disposal of certain iQ3Corp Limited shares, being the subject of escrow arrangements in accordance with ASX listing rule Chapter 9 and ASX listing rule Appendix 9B.</p> <p>Accordingly, iQ3Corp Limited has a relevant interest in its own shares under section 608(1) of the Corporations Act as a result of the ability to control the exercise of the power to dispose of the securities. However, iQ3Corp Limited has no right to acquire these shares or to otherwise control the exercise of the voting rights attached to these shares.</p> <p>A copy of the pro forma escrow agreement is attached at Annexure B.</p>	80,000,000 ordinary shares (fully paid)

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
iQ3Corp Limited	Those persons requested by ASX to be held in escrow and listed in Annexure A.	Those persons requested by ASX to be held in escrow and listed in Annexure A.	80,000,000 ordinary shares (fully paid)

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
iQ3Corp Limited	18/05/2015	N/A No consideration was paid by iQ3Corp Limited. iQ3Corp Limited has no right to acquire these shares or to otherwise control the exercise of the voting rights attached to the shares that are subject to the escrow arrangements described at section 3.		80,000,000 ordinary shares (fully paid)

6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

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

7. Addresses

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

Name	Address
iQ3Corp Limited	Level 6, 222 Clarence Street Sydney, NSW 2000
See Annexure A for details	See Annexure A for details

print name

Spiro Sakiris

capacity Director

sign here



Date 18/05/2015

DIRECTIONS

- (1) If there are number of substantial holders with similar or related interests (eg a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group in the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
 - (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
 - (3) See the definition of "relevant interest" in sections 608 and 617B(7) of the Corporations Act 2001.
 - (4) The voting shares of a company constitute one class unless divided into separate classes.
 - (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
 - (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
 - (7) Include details of:
 - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).
- See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg if the relevant interest arises because of an option) write "unknown".
 - (9) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

Annexure A

This is Annexure A of one page referred to in Form 603 (Notice of initial substantial holder)

Signed: 

Date: 18 / 05 / 2015

Name: Spiro Sakiris, Director

IQ3CORP LTD Restricted Security holders	
NAME	NUMBER OF SECURITIES
Shareholders	Fully Paid Ordinary Shares
Derivative Investments Pty Ltd	14,061,112
Active Immunity Investments Pty Ltd	13,600,000
Biodynamic Investments Pty Ltd	8,888,888
Zeolite Investments Pty Ltd	8,800,000
Oceana Horizon Pty Ltd	7,150,000
Life Science Investments Pty Ltd	6,400,000
Babi Holdings Pty Ltd	4,000,000
Champ Power Holdings Ltd	3,500,000
BG Ventures Ltd	3,250,000
Able Rise International Limited	3,200,000
Biofarma Investments Pty Ltd	1,750,000
Mr Spiro and Ms Sophie Sakiris	1,500,000
Colin J. Odams Pty Ltd	400,000
Solution Effective Pty Ltd	1,200,000
Michael Constantine	500,000
Nicky Constantine	400,000
Purple Star Holdings Pty Ltd	250,000
Anthony & June Rego	250,000
Mark Sultana	200,000
Gascu Pty Ltd	150,000
Ong Thiam Beung	125,000
Pusparaj Koirala	125,000
Annete & Andrew Beale	100,000
John & Jodie Watkins	100,000
Fred & Louise Rego	75,000
Natalie Thompson	25,000
Total	80,000,000

iQ3Corp Limited (ACN 160 238 282)

Annexure B

This is Annexure B of 11 pages referred to in Form 603 (Notice of initial substantial holder)

Signed: 

Date: 18 / 05 / 2015

Name: Spiro Sakiris, Director

Date / /

Restricted Securities Agreement

IQ3CORP LIMITED
ACN 160 238 282

Company

And

[Name]

Holder

[Name] [Where applicable]

Controller

Contents

1. Definitions	2
2. Escrow Restrictions	2
3. Compliance with the Listing Rules	3
4. Holding Lock	3
5. Treatment of Restricted Securities in a takeover bid or merger	3
6. Warranties	3
6.1 The Holder warrants that it:	3
6.2 [The Controller warrants it has not granted any security interests in the Controller Interests as at the date of this Agreement.]	4
6.3 A breach of any of these warranties is a breach of this agreement.	4
7. Consequences of breaching this agreement	4
7.1 Prevention	4
7.2 Breach	4
8. Further Assurance	4
9. Amendment	4
10. Waiver and Exercise of Rights	4
11. Entire Understanding	4
12. Notices	5
12.1 Service of Notice	5
12.2 Particulars for Service	5
12.3 Time of Service	5
13. Interpretation	6
13.1 Governing Law and Jurisdiction	6
13.2 Persons	6
13.3 Joint and Several	6
13.4 This Agreement, Clauses and Headings	6
Schedule 1 Entity's Name and Address	8

Restricted Securities Agreement

Dated / / 2015

Parties

Name	IQ3CORP LIMITED ACN 160 238 282
Address	Level 6, 222 Clarence St Sydney NSW 2000
Facsimile	+61 2 8362 9547
Email	spiro.sakiris@theiqgroup.com.au
Contact	Spiro Sakiris
Short name	Company

Name	
Address	
Facsimile	
Email	
Contact	
Short name	Holder

[Where applicable]

Name	
Address	
Facsimile	
Email	
Contact	
Short name	Controller

Background

- A. The Company is applying to be listed on the Australian Stock Exchange (**ASX**). The ASX has required that certain members of the Company (including the Holder) hold their securities (the Restricted Securities) in escrow for a period of time after listing and the Holder has agreed to such restrictions on the terms of this agreement and on the basis that the Company will take the necessary steps to be admitted to the official list of the ASX.
- B. The Controller has a substantial interest in the Holder, or a substantial economic interest in the Restricted Securities and has agreed to the restrictions on it set out in the terms of this agreement.

- C. The Company has provided ASX with all the information necessary to properly form an opinion about who is a controller of the holder and who is required to execute this agreement.
- D. The Parties enter this agreement for, among other things, the purpose of complying with Chapter 9 of the Listing Rules.

This Agreement Witnesses

1. Definitions

In this Agreement unless expressed or implied to the contrary:

ASX means ASX Limited ACN 008 624 691.

Business Day means a day on which banks are open for business in Sydney, New South Wales.

Controller Interests means the securities, substantial economic interest or other interests in the Restricted Securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of the Schedule 1, held by the Controller.

Escrow Period means the period set out in Item 4 of Schedule 1.

Listing Rules means if the Company is listed on the ASX, the official listing rules of ASX.

Parties mean the Company and the Holder [and the Controller] (each a Party).

Restricted Securities means the securities set out in Item 5 of Schedule 1 and any securities attaching to or arising out of those securities that are restricted securities because of the definition of restricted securities in the Listing Rules.

Start Date means the date on which the Restricted Securities are quoted by ASX.

2. Escrow Restrictions

2.1.1 During the Escrow Period, the Holder will not do any of the following:

- (a) dispose of, or agree or offer to dispose of, the Restricted Securities ;
- (b) create, or agree or offer to create, any security interest in the Restricted Securities ; and
- (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities.
- (d) Participate in a return of capital made by the entity.

2.1.2 During the Escrow Period, the Controller will not do any of the following:

- (a) dispose of, or agree or offer to dispose of, the Controller interests;

- (b) create, or agree or offer to create, any security interest in the Controller interests; and
- (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Controller Interests.

3. Compliance with the Listing Rules

The Parties must comply with Chapter 9 of the Listing Rules, provided that if any Party is not a listed entity, it must comply with Chapter 9 of the Listing Rules as if it was a listed entity. Each Party must take any steps it is reasonably able to take to enable the other Party to comply.

4. Holding Lock

- 4.1.1 If the Restricted Securities are kept on the certificate sub-register, the Holder will deposit the certificates for the Restricted Securities with a bank or recognised trustee for the Escrow Period.
- 4.1.2 The Company will obtain an undertaking from its provider of registry services to impose a holding lock on the Restricted Securities.
- 4.1.3 The Holder hereby agrees to the application of a holding lock to the Restricted Securities.

5. Treatment of Restricted Securities in a takeover bid or merger

To enable the Holder to accept an offer under a takeover bid or to enable the Restricted Securities to be transferred or cancelled as part of a merger by way of scheme of arrangement under Part 5.1 of the Corporations Act, subject to obtaining the consent of ASX (if required) under the Listing Rules, the holding lock on the Restricted Securities must be removed and the restrictions in clause 2 shall cease to apply.

6. Warranties

- 6.1 The Holder warrants that it:
 - 6.1.1 Is not a related party of the Company or a promoter at the Start Date;
 - 6.1.2 has /is not controlled by any person, other than the Controllers set out in item 3 with the interests identified in item 6, and each controller which is not party to this agreement comes within an exception set out in rule 9.1.4.;
 - 6.1.3 it has not granted any security interests in the Restricted Securities, as at the date of this Agreement.

6.2 The Controller warrants it has not granted any security interests in the Controller Interests as at the date of this Agreement.

6.3 A breach of any of these warranties is a breach of this agreement.

7. Consequences of breaching this agreement

7.1 Prevention

If it appears to the Company that the Holder or the Controller may breach this agreement, the Company must take the steps necessary to prevent the breach, or to enforce the agreement.

7.2 Breach

If the Holder or the Controller breaches this agreement, each of the following applies:

7.2.1 the Company must take the steps necessary to enforce the agreement , or rectify the breach;

7.2.2 in addition to other rights and remedies of the Company, the Company must refuse to acknowledge , deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities; and

7.2.3 the Holder will cease to be entitled to any dividends, distributions or voting rights while the breach continues .

8. Further Assurance

Each Party must promptly execute and deliver all documents and take all other action necessary or desirable to give effect to, perfect or complete the transactions contemplated by, this agreement.

9. Amendment

This agreement may not be amended or waived without ASX's written consent.

10. Waiver and Exercise of Rights

10.1.1 A single or partial exercise or waiver of a right relating to this agreement does not prevent any other exercise of that right or the exercise of any other right.

10.1.2 No Party will be liable for any loss or expense incurred by another party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

11. Entire Understanding

This agreement contains the entire understanding of the Parties concerning the subject matter contained in it. All previous agreements, representations, warranties and

commitments, express or implied, affecting this subject matter are superseded by this agreement and have no effect.

12. Notices

12.1 Service of Notice

A notice or other communication required or permitted, under this Agreement, to be served on a person must be in writing and may be served:

- 12.1.1 personally on the person;
- 12.1.2 by leaving it at the person's current address for service;
- 12.1.3 by posting it by prepaid post addressed to that person at the person's current address for service;
- 12.1.4 by facsimile to the person's current number for service; or
- 12.1.5 by email to the person's current email address for service.

12.2 Particulars for Service

- 12.2.1 The particulars for service of each party are set out in page 1.
- 12.2.2 Any party may change the address, facsimile or email number for service by giving notice to the other parties.
- 12.2.3 If the person to be served is a company, the notice or other communication may be served on it at the company's registered office.

12.3 Time of Service

A notice or other communication is deemed served:

- 12.3.1 if served personally or left at the person's address, upon service;
- 12.3.2 if posted within Australia to an Australian address, 2 Business Days after posting and in any other case, 7 Business Days after posting;
- 12.3.3 if served by facsimile, subject to clause 12.3.5, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile;
- 12.3.4 if served by email, subject to clause 12.3.5, at the time the email containing the notice left the sender's email system, unless the sender receives notification that the email containing the notice was not received by the recipient;
- 12.3.5 if received after 6.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.

13. Interpretation

13.1 Governing Law and Jurisdiction

This Agreement is governed by and is to be construed in accordance with the laws of New South Wales. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and waives any right to object to proceedings being brought in those courts.

13.2 Persons

In this Agreement, a reference to:

- 13.2.1 a person includes a firm, partnership, joint venture, association, corporation or other corporate body;
- 13.2.2 a person includes the legal personal representatives, successors and permitted assigns of that person; and
- 13.2.3 any body which no longer exists or has been reconstituted, renamed, replaced or whose powers or functions have been removed or transferred to another body or agency, is a reference to the body which most closely serves the purposes or objects of the first-mentioned body.

13.3 Joint and Several

If a party consists of more than one person, this Agreement binds them jointly and each of them severally.

13.4 This Agreement, Clauses and Headings

In this Agreement:

- 13.4.1 a reference to this or other document includes the document as varied or replaced regardless of any change in the identity of the parties;
- 13.4.2 a reference to a clause, schedule, appendix or annexure is a reference to a clause, schedule, appendix or annexure in or to this Agreement all of which are deemed part of this Agreement;
- 13.4.3 a reference to writing includes all modes of representing or reproducing words in a legible, permanent and visible form;
- 13.4.4 headings and sub-headings are inserted for ease of reference only and do not affect the interpretation of this Agreement;
- 13.4.5 where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning; and
- 13.4.6 where the expression **including** or **includes** is used it means 'including but not limited to' or 'including without limitation'.
- 13.4.7 words and expressions defined in the Listing Rules, and not in this agreement, have the meanings given to them in the Listing Rules; and
- 13.4.8 words importing the singular include the plural and vice versa , and words importing one gender include the other gender.

Signing Page

Executed by the parties as a Agreement

Executed by IQ3CORP LIMITED ACN 160)
238 282 in accordance with section 127 of the)
Corporations Act 2001 in the presence of:)
)

.....
Signature of Secretary/Director

.....
Signature of Director

.....
Name of Secretary/Director

.....
Name of Director

[Insert appropriate signature block of Holder and or Controller]

[If a Company]

Executed by)
ACN in accordance with)
section 127(1) of the *Corporations Act 2001*:

.....
Signature of Director/Company Secretary/Authorised person

.....
Signature of Director/Company Secretary/Authorised person

.....
Print Full name

.....
Print Full name

Schedule 1 Entity's Name and Address

Particulars

Item	Description	Particulars
Item 1.	Entity's name and address	iQ3Corp Limited ACN 160 238 282 Level 6 222Clarence Street Sydney, NSW, 2000
Item 2.	Holder's name and address	
Item 3.	Controllers' name and address	
Item 4.	Escrow Period	
Item 5.	Restricted Securities	
Item 6.	Controller interests	%
Item 7.	Security interests over Restricted Securities	
Item 8.	Security interests over Controller interests	