

**ADVENT LIMITED**  
**ABN 83 006 509 708**

**NOTICE OF GENERAL MEETING,  
EXPLANATORY STATEMENT AND  
PROXY FORM**

*This is an important document. Please read it carefully.  
If you are in doubt as to what you should do, please contact the Company, your  
stockbroker or other professional adviser.*

**For the General Meeting to be held on Wednesday 9 January 2008  
at 9:00am  
at The Function Room, St John's Southgate  
20 City Road  
Southbank Victoria 3006**

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## **TIME AND PLACE OF MEETING AND HOW TO VOTE**

### **Venue**

A general meeting of the shareholders of Advent Limited will be held at:

**The Function Room, St John's Southgate  
20 City Road  
Southbank Victoria 3006**

**Commencing  
at 9:00am  
on Wednesday 9 January 2008**

### **How to Vote**

You may vote by attending the meeting in person, by proxy or authorised representative.

### **Voting in Person**

To vote in person, attend the meeting on the date and at the place set out above. The meeting will commence at 9:00am.

### **Voting by Proxy**

To vote by proxy, please complete and sign the proxy form enclosed with this Memorandum as soon as possible and either:

- send the proxy form by facsimile to the Company on facsimile number (03) 9690 9466; or
- deliver or post the proxy form to the Company at Level 17, HWT Tower, 40 City Road, Southbank, Vic, 3006, Australia.

so that it is received not later than 9:00am on Tuesday 8 January 2008. Proxy forms received later than this time will be invalid.

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**ADVENT LIMITED**  
**ABN 83 006 509 708**

**NOTICE OF GENERAL MEETING**

Notice is given that a General Meeting of shareholders of Advent Limited (**Advent or Company**) will be held at The Function Room, St John's Southgate, 20 City Road, Southbank, Victoria at 9:00am on Wednesday 9 January 2008.

**BUSINESS**

1. **Reduction of capital: Exempt Share**

To consider and, if thought fit, to pass, with or without amendment, the following resolution as a **special resolution**:

“That, subject to special resolution 2 and resolution 3 being passed, the capital of the Company be reduced by cancelling all of the shares on issue in the capital of the Company as at Thursday 31 January 2008 (“**Record Date**”), other than the one share (“**Exempt Share**”) held by Advent Private Capital Pty Ltd (“**APC**”), and by returning \$0.69 to holders of the cancelled shares for each share which is so cancelled.”

2. **Reduction of capital: Cancelled Shares**

To consider and, if thought fit, to pass, with or without amendment, the following resolution as a **special resolution**:

“That, subject to special resolution 1 and resolution 3 being passed, the capital of the Company be reduced by cancelling all of the shares on issue in the capital of the Company as at the Record Date, other than the Exempt Share, and by returning \$0.69 to holders of the cancelled shares for each share which is so cancelled.”

3. **Financial benefits**

To consider and, if thought fit, to pass, with or without amendment, the following resolution as a **resolution**:

“That, subject to special resolutions 1 and 2 being passed, the provision by the Company to each of APC, Brian Ball (a director of the Company) and Rupert Harrington (the alternate director of the Company for Brian Ball) of any financial benefit as disclosed in this notice of meeting and explanatory statement be approved as a financial benefit by the Company given to each of APC, Brian Ball and Rupert Harrington for the purposes of chapter 2E of the Corporations Act.”

**Notes:**

1. A member entitled to attend and vote at this meeting is entitled to appoint one proxy or, if the member is entitled to cast two or more votes at the meeting, two proxies to attend and vote on behalf and instead of the member.
2. Where two proxies are appointed and the appointment does not specify the proportion or number of the member's votes each proxy may exercise, each proxy may exercise half of the votes.
3. A proxy need not be a member.
4. A proxy form accompanies this notice. To be valid it must be received together with the power of attorney or other authority (if any) under which the form is signed, or a certified copy of that power or authority, not less than 24 hours before the time for holding the meeting, namely by 9:00am on Tuesday 8 January 2008:
  - (a) at the Company's offices at Level 17, HWT Tower, 40 City Road, Southbank, Vic, 3006, Australia; or
  - (b) by facsimile to the Company on facsimile number (03) 9690 9466.
5. Regulation 7.11.37 determination: A determination has been made by the Board of directors of the Company under regulation 7.11.37 of the Corporations Regulations 2001 of the Commonwealth of Australia that those persons who are registered as the holders of shares in the Company at 7:00pm on Tuesday 8 January 2008 will be taken to be the holders of shares for the purposes of determining voting entitlements at the meeting.

**Voting exclusion statement**

1. Only APC as the holder of the Exempt Share can vote on special resolution 1 (Reduction of Capital: Exempt Share).
2. All members other than APC, can vote on special resolution 2 (Reduction of capital: Cancelled Shares).
3. A vote on Resolution 3 (financial benefits) must not be cast (in any capacity) by or on behalf of:
  - APC, Brian Ball or Rupert Harrington; or
  - an associate of any of them.

However, this does not prevent the casting of a vote on Resolution 3 if:

- it is cast by a person as a proxy appointed by writing that specifies how the proxy is to vote on the proposed resolution; and
- it is not cast on behalf of APC, Brian Ball or Rupert Harrington or any associate of any of them.

**Roland Stadly**  
**Company Secretary**

**23 November 2007**

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# EXPLANATORY STATEMENT

## 1. GENERAL INFORMATION

### 1.1 General

This Explanatory Statement is an important document and should be read carefully. It comprises part of and should be read in conjunction with the Notice of Meeting of the Company for the General Meeting of the Company to be held on Wednesday 9 January 2008.

If you have any questions regarding the matters set out in this Explanatory Statement or the Notice of Meeting, please contact the Company, your stockbroker or other professional adviser.

### 1.2 Background

The Company was originally established as a vehicle to raise funds for investment in private equity and development capital which would return capital to investors as investments were sold or otherwise disposed of, and which would eventually be wound up following the disposal of its last investments. As the Company has now sold its last investment and received payment of all outstanding amounts, the Directors propose to return all its surplus funds to members and then to wind up its activities.

To this end the Company proposes to return capital of \$0.69 to holders for each share held by them. This amount represents the surplus available to members after retaining sufficient funds to enable the Company to pay creditors and anticipated future costs which will be incurred in the course of winding up the Company's activities.

The Company has negotiated an agreement with its manager, Advent Private Capital Pty Ltd ("APC") which will enable the Company to pay the \$0.69 per share to members before the final winding up of the Company and which will oblige APC to be responsible for the management of the winding up of the Company's activities. Your director's believe that this arrangement is the most expedient and cost effective way to return surplus funds to members and to wind up the Company's activities.

Advent will pay to APC \$510,000 in consideration of APC agreeing to manage the winding up of the Company's operations, and to continue managing its business and administration. The Company and APC anticipate that it will take approximately 20 months, and possibly longer, for APC to wind up the Company's affairs. APC will need to engage taxation and other advisers to obtain the necessary taxation certificates and other clearances which are required to enable the Company eventually to be wound up. APC will also appoint directors and a company secretary to the Company, and provide the services and infrastructure which the Company needs to maintain its operations pending its winding up. The amount to be paid by the Company to APC includes an amount for the future management and administration costs of the Company (which is payable to APC immediately after the resolutions set out in the Notice of Meeting have been passed) and an amount to cover the anticipated costs of the winding up process, APC's usual management fee for the estimated 20 month period, and a further contingency amount (which is payable to APC on 7 February

2008, or such later date as APC directs). Attached to this Notice of Meeting and Explanatory Statement is the agreement between the Company and APC (“**Implementation Agreement**”) under which APC will manage the process of winding up the Company’s activities.

### 1.3 **Proposal**

APC recently purchased off market one share in the Company (“**Exempt Share**”). The Exempt Share is the only share in the Company held by APC. The Company proposes to return the \$0.69 per share to members by cancelling each share held in return for payment of that amount. However, the Exempt Share will not be cancelled, and APC will receive no payment from the Company in respect of it. Accordingly, once the other shares in the Company are cancelled, the Company will become a wholly owned subsidiary of APC. APC will then be responsible for the management of the Company and the winding up of its activities.

APC will also, by retaining the Company as its wholly owned subsidiary, retain control of the “Advent” name, which name APC is entitled to as the person who first established the original Advent fund in Australia in 1986 and who has established and managed all subsequent funds bearing the Advent name.

## 2. **BUSINESS OF THE MEETING REQUIRING RESOLUTIONS BY SHAREHOLDERS**

### 2.1 **Special Resolution 1 – Reduction of Capital: Exempt Share**

Under the Corporations Act the Company requires the approval of members by special resolution to effect the reduction of its share capital effected by the proposal to return \$0.69 on each share which is to be cancelled. Special Resolution 1 gives effect to this requirement.

APC is not to receive consideration as part of the proposed reduction of the Company’s share capital (because its Exempt Share will not be cancelled and have capital of \$0.69 paid back on it). The proposed reduction is thus a “selective” reduction under the Corporations Act, and, as the only member who is not to receive consideration, only APC can vote to approve the reduction.

APC proposes to vote its Exempt Share to approve the proposed reduction in favour of Special Resolution 1.

### **Directors’ recommendation**

The Directors recommend that shareholders vote in favour of Special Resolution 1.

### **Taxation**

Shareholders should seek their own advice as to the taxation consequences of their shares being cancelled and the payment of that \$0.69 per share.

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### **Undirected proxies**

The Chairman of the meeting intends to vote undirected proxies held by the Chairman in favour of Special Resolution 1 – refer to the proxy form accompanying the Notice of Meeting for more information.

## **2.2 Special Resolution 2 – Reduction of Capital: Cancelled Shares**

### **Proposal**

Under the Corporations Act in order to cancel shares the Company requires the approval by special resolution of members whose shares are to be cancelled. Special Resolution 2 gives effect to this requirement. As it is only members whose shares are to be cancelled who can vote, APC cannot vote the Exempt Share on this special resolution.

### **Directors' recommendation**

The Directors recommend that shareholders vote in favour of Special Resolution 2.

### **Undirected proxies**

The Chairman of the meeting intends to vote undirected proxies held by the Chairman in favour of Special Resolution 2 – refer to the proxy form accompanying the Notice of Meeting for more information.

## **2.3 Resolution 3 – Financial Benefits**

### ***Chapter 2E of the Corporations Act***

Chapter 2E of the Corporations Act sets out rules requiring shareholder approval for a public company (such as the Company) giving financial benefits to its directors and other related parties. Brian Ball is a director of the Company and is thus a related party of it. Rupert Harrington is the alternate director of the Company for Brian Ball and so will also be a related party of it. APC is the manager of the Company, and Brian Ball and Rupert Harrington are directors, employees and shareholders of APC, which may be a related party of the Company.

Under section 208 of the Corporations Act, a financial benefit may be given by a public company to a director or other related party under a contract where the making of the contract is approved by the shareholders of the company in the way set out in sections 217 to 227 of the Act as a financial benefit given to the director or other related party, and the contract was conditional on the approval being obtained.

Because the Implementation Agreement provides for the payment of amounts by the Company to APC, and because the Company will become a wholly owned subsidiary of APC after the proposed share cancellation, APC may obtain a financial benefit, as may Brian Ball and Rupert Harrington.

Section 219 of the Corporations Act sets out the requirements for the explanatory statement in relation to the proposed financial benefits, and the following additional information is provided to satisfy those requirements:

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- (a) Resolution 3, if passed, will permit financial benefits to be given to APC, Brian Ball and Rupert Harrington.
- (b) The nature of the financial benefits are:
  - (1) \$510,000 will be paid by the Company to APC in consideration of APC agreeing to manage the business and administration, and the winding up, of the Company in the manner outlined above. This amount is to cover the anticipated future management and administration costs of the Company and of the winding up process which APC is to incur, including APC's usual management fee for a period estimated to be 20 months and a further contingency amount; and
  - (2) when the Company becomes a wholly owned subsidiary of APC, APC may become entitled to any net assets which remain after paying all current and future creditors and anticipated costs. The Company estimates that it will retain sufficient cash and liquid assets to pay all current and future creditors, and that its net assets will be nominal. It is also possible that APC may be able to use franking deficit tax offsets to which the Company is entitled. The Company believes that these tax offsets have no material value to the Company as it is unable to use the tax offsets.
- (c) No director, other than Brian Ball and Rupert Harrington, has an interest in the outcome of Resolution 3. The interests of Brian Ball and Rupert Harrington in the financial benefits described in this Notice of Meeting and Explanatory Statement are that they are directors, employees and shareholders in APC which will be the recipient of the financial benefits.

***Directors' recommendation on Resolution 3***

The purpose of Resolution 3 is to obtain shareholder approval under chapter 2E of the Corporations Act of the provision of any financial benefits to any of APC, Mr Ball or Mr Harrington by the Company.

Each Director of the Company (except for Mr Ball and his alternate, Mr Harrington), recommends that shareholders vote in favour of Resolution 3. His reasons for so recommending are that he believes any financial benefit to be provided:

- (a) is, in the case of the payment of the amount of \$510,000 to APC by way of arms length remuneration for managing the winding up of the Company; and
- (b) is, generally, part of a transaction from which the Company and its members will benefit because it is expected to facilitate the most expeditious and least costly return of capital to members and winding up of the Company's activities.

Neither Brian Ball nor Rupert Harrington make a recommendation to shareholders in relation to Resolution 3 because they each feel that it would be inappropriate to do so as parties who may enjoy the financial benefits.

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**Undirected proxies**

The Chairman of the meeting intends to vote undirected proxies held by the Chairman in favour of Resolution 3 – refer to the proxy form accompanying the Notice of Meeting for more information.

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**Advent Limited**  
**ABN 83 006 509 708**

**and**

**Advent Private Capital Pty Ltd**  
**ABN 29 006 235 632**

## **Implementation agreement**

**Norton Gledhill**

COMMERCIAL LAWYERS

Level 23, 459 Collins Street  
Melbourne Vic 3000  
Australia

Tel: +61 3 9614 8933

Fax: +61 3 9629 1415

Ref: BMC/6922

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**This agreement** is made on

**between:** **Advent Limited** ABN 83 006 509 708 of Level 17, HWT Tower, 40 City Road, Southbank, Victoria, 3006 (“**Advent**”)

**and:** **Advent Private Capital Pty Ltd** ABN 29 006 235 632 of Level 17, HWT Tower, 40 City Road, Southbank, Victoria, 3006 (“**APC**”)

## **Recitals**

- A.** Advent was originally established as a vehicle to raise funds for investment in private equity and development capital which would eventually be wound up following the disposal of its last investments.
- B.** Advent has now sold its last investment and proposes to return its surplus funds to members and then to wind up its activities.
- C.** Advent and APC, the manager of Advent, have agreed that APC will take responsibility for the management of the winding up of Advent on the terms set out in this agreement.

## **Operative provisions**

### **1. Definitions and interpretation**

#### **1.1 Definitions**

In this agreement, unless the context otherwise requires:

“**Business Day**” means a day which is not a Saturday, Sunday, bank holiday or public holiday in Melbourne, Victoria;

“**Capital Reduction**” means the reduction of the capital of Advent by the cancellation of all shares on issue in Advent, other than the one share held by APC, and the return of \$0.69 to holders of the cancelled share for each share so cancelled in accordance with the resolutions set out in the notice of meeting dated on or around 23 November 2007; and

“**Settlement Date**” means 7 February 2008, or such other date agreed in writing between the parties.

#### **1.2 Interpretation**

In this agreement headings and bold typing are included for convenience only and do not affect interpretation and, unless the context otherwise requires:

- (a) a reference to a word includes the singular and the plural of the word and vice versa;
- (b) a reference to a gender includes any gender;
- (c) if a word or phrase is defined, then other parts of speech and grammatical forms of that word or phrase have a corresponding meaning;

- (d) a term which refers to a person includes a company, a partnership, an association, a corporation, a body corporate, a joint venture, a sovereign state, a government or a government department or agency;
- (e) a reference to a document includes a reference to that document as amended, novated, supplemented, varied or replaced;
- (f) a reference to a recital, clause, paragraph, schedule, annexure or other part is a reference to an item of that type in this agreement;
- (g) a reference to a party is a reference to a party to this agreement and includes a reference to that party's successors and permitted assigns;
- (h) a reference to a statute or regulation or a provision of a statute or regulation is a reference to that statute, regulation or provision as amended or a statute, regulation or provision replacing it, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws made or issued under that statute;
- (i) a reference to a document is a reference to a document of any kind including but not limited to an agreement in writing, a certificate, a notice, or an instrument;
- (j) no provision of this agreement will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this agreement or that provision;
- (k) an agreement, obligation or indemnity on the part of two or more persons binds them jointly and severally;
- (l) a reference to the liabilities of a person at any time is a reference to all liabilities and losses of or claims against the person of any nature direct or indirect whether accrued, absolute, contingent or otherwise at the relevant time due to acts or omissions on or before the relevant time;
- (m) a reference to a time is a reference to Melbourne, Victoria time;
- (n) a monetary reference is a reference to Australian currency;
- (o) a reference to an entity, other than a party to this agreement, which ceases to exist or whose powers or functions are transferred to another entity, is a reference to the entity which replaces it or which substantially succeeds to its powers or functions;
- (p) a word or term defined in the *Corporations Act 2001* (Cth) has the same meaning in this agreement; and
- (q) a word or term defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) has the same meaning in this agreement where used in connection with the GST imposed under that Act.

## 2. Conditions precedent

The parties have no obligation to complete the transaction contemplated by this agreement unless the members of Advent approve the Capital Reduction and the giving of a financial benefit under this agreement to APC, Brian Ball and Rupert Harrington in accordance with chapter 2E of the *Corporations Act 2001* (Cth).

## 3. Obligations of Advent

Advent must:

- (a) use its best endeavours to effect the Capital Reduction and must pay all costs associated with the Capital Reduction;
- (b) obtain run off directors' and officers' liability insurance on or before the Settlement Date;
- (c) satisfy all liabilities incurred by Advent up to, but not including, the Settlement Date; and
- (d) deliver or give possession to APC on the Settlement Date the company register, books and records of Advent.

## 4. Obligations of APC

On and from the Settlement Date, APC:

- (a) agrees that it will be solely responsible for the management of the business and administration of Advent; and
- (b) without limit to clause 4(a), must use its best endeavours to:
  - (1) procure that Advent ceases to be a company whose securities are listed for quotation on ASX Limited;
  - (2) provide to Advent such services and facilities it requires in order to maintain its status as a registered company complying with the *Corporations Act 2001* (Cth), including but not limited to providing a sufficient number of directors and secretary, a registered office and all accounting requirements; and
  - (3) finalise Advent's affairs, including obtaining any certificate or notification from any taxation authority which will enable Advent to be wound up, including retaining and instructing any taxation, accounting, legal or other advisers.

## **5. Consideration**

In consideration for entering into this agreement, Advent must pay to APC, or make available to APC as reasonably directed by APC:

- (a) a management fee of \$225,000 immediately after the conditions precedent set out in clause 2 have been satisfied; and
- (b) on the Settlement Date or such other date as APC in its sole discretion directs, an amount of at least \$285,000, which the parties agree is the estimated future net tangible assets of Advent, including estimated future interest accrued by Advent on its assets.

## **6. Accounts**

On or before the Settlement Date, the parties must use their best endeavours to prepare the accounts of Advent as at 31 December 2007, including a list of all outstanding liabilities of Advent as at that date of which Advent and APC are reasonably aware.

## **7. General**

### **7.1 Governing law and jurisdiction**

This agreement is governed by the laws of Victoria, Australia. The parties submit to the non-exclusive jurisdiction of the courts exercising jurisdiction there.

### **7.2 Amendment**

The parties may only amend this agreement if each party signs the written amendment.

### **7.3 Waiver**

A provision of this agreement or a right created under it may not be waived except in writing signed by the party granting the waiver.

### **7.4 Exercise of a right**

A party may exercise a right at its discretion and separately or together with another right. If a party exercises a single right or only partially exercises a right, then that party may still exercise that right or any other right later. If a party fails to exercise a right or delays in exercising a right, then that party may still exercise that right later.

### **7.5 Remedies cumulative**

The rights and remedies provided in this agreement are cumulative with and not exclusive of the rights and remedies provided by law independently of this agreement.

### **7.6 No merger**

The rights and obligations of the parties will not merge on completion of any transaction under this agreement. They will survive the execution and delivery of any

assignment or other document entered into for the purpose of implementing any transaction.

### **7.7 Assignment**

- (a) This agreement is for the benefit of the parties and their successors and assigns. The parties and their successors and assigns are bound by this agreement.
- (b) A party may only assign its rights under this agreement after it obtains the written consent of each other party.

### **7.8 Severance**

If any provision of this agreement is void, voidable, unenforceable, illegal, prohibited or otherwise invalid in a jurisdiction, in that jurisdiction the provision must be read down to the extent it can be to save it but if it cannot be saved by reading it down, words must be severed from the provision to the extent they can be to save it but if that also fails to save it the whole provision must be severed. That will not invalidate the remaining provisions of this agreement nor affect the validity or enforceability of that provision in any other jurisdiction where it is not invalid.

### **7.9 Counterparts**

The parties may execute this agreement in two or more counterparts and all counterparts together constitute one instrument.

### **7.10 Consent or approval**

Subject to an express provision in this agreement, a party may in its absolute discretion give its consent or approval conditionally or unconditionally, or withhold its consent or approval.

### **7.11 Entire agreement**

This agreement constitutes the entire agreement of the parties in respect of the subject matter of this agreement and supersedes all prior discussions, undertakings and agreements.

### **7.12 Further assurances**

Each party must, at its own expense, do everything reasonably necessary to give effect to this agreement and the transactions contemplated by it, including without limitation the execution of documents.

### **7.13 Relationship**

Nothing in this agreement constitutes the parties as partners or agents of the other and no party has any authority to bind the other legally or equitably except as expressly stated in this agreement.

## 7.14 Notices

- (a) A party may send a notice in connection with this agreement by hand delivery, pre-paid post or facsimile transmission to another party at the address details set out below or in such other way as the recipient party may have last notified each other party in writing:

(1) **Advent**

**Address:** Level 17, HWT Tower  
40 City Road  
Southbank VIC 3006

**Facsimile:** 03 9690 9466

**Attention:** Company secretary

(2) **APC**

**Address:** Level 17, HWT Tower  
40 City Road  
Southbank VIC 3006

**Facsimile:** 03 9690 9466

**Attention:** Company secretary

- (b) A notice is deemed to be received:

- (1) if sent by pre-paid post, on the second Business Day after the date of posting; or
- (2) if sent by facsimile transmission, on the next Business Day after the date the facsimile was sent in its entirety as shown by the transmission report produced by the sending machine.

## 7.15 Warranties of authority

Each party warrants and represents to each other party that:

- (a) it has the power to enter into and perform this agreement;
- (b) this agreement is valid and binding on it and enforceable against it in accordance with its terms subject to any necessary stamping, the availability of any equitable remedies and to laws affecting creditors' rights generally;
- (c) it benefits by executing this agreement; and
- (d) it is able to pay its debts as and when they fall due, and no action has been taken towards winding it up or placing it in bankruptcy.

## **7.16 Costs**

Advent must bear its own costs and those reasonably incurred by APC in relation to the negotiation, preparation and execution of this agreement.

## **7.17 Stamp duty**

Advent must pay any stamp duty payable in respect of this agreement or the transactions contemplated by it.

## **7.18 GST**

- (a) All amounts payable to a party under this agreement (other than an amount for GST payable to the party under this clause 7.18) have been calculated without regard to GST.
- (b) If the whole or any part of any such amount is the consideration for a taxable supply for which the supplying party is liable to pay GST, the supplying party may charge the party liable to pay for the taxable supply under this agreement, and that party must pay the supplying party, concurrently with the payment of that amount, an additional amount equal to the GST payable in respect of the taxable supply calculated on the basis that the value of the taxable supply is the amount payable for the taxable supply excluding any GST.
- (c) The recovery of consideration for any taxable supply made under this agreement is subject to the supplying party issuing to the party liable to pay for the taxable supply a tax invoice in respect of the supply.
- (d) Any reference to a cost or expense incurred by a party in this agreement excludes any amount of GST forming part of the relevant cost or expense when incurred by the party for which the party can claim an input tax credit.

## **8. Confidentiality**

### **8.1 Reasonable endeavours**

Each party must use its reasonable endeavours to ensure that it and its officers, employees and advisers and others to whom it discloses the terms of this agreement or the transaction contemplated under it keep confidential that information.

### **8.2 Public announcements**

No party may make any press release or public announcement about this agreement or the transaction contemplated under it without the approval of the other party as to the form, content and manner of the release or announcement, which must not be unreasonably withheld.

### **8.3 Exceptions**

Despite anything else contained in this agreement to the contrary, a party may make any disclosure (including any press release or public announcement) as is necessary to comply with any applicable law or requirement of ASX Limited provided that all

reasonable steps have been taken to limit, as far as reasonably possible, the extent of the disclosure.

**Executed as an agreement**

**Executed by Advent Limited by:**

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of director/company secretary

\_\_\_\_\_  
Name of director

\_\_\_\_\_  
Name of director/company secretary

**Executed by Advent Private Capital Pty Ltd by:**

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of director/company secretary

\_\_\_\_\_  
Name of director

\_\_\_\_\_  
Name of director/company secretary





