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**Side Agreement Relating to  
Arrangements of the Asset  
Purchase Agreement**

Migme Pte. Ltd

Shopdeca Pte Ltd

East Ventures Techcentre Inc

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PRIVATE & CONFIDENTIAL – 2017EVTCT

PROPERTY OF EAST VENTURES TECHCENTRE INC.

Date 19 February 2016

**Parties:**

**MIGME PTE LTD**, a company duly established under the laws of Singapore, having its registered address at 111 North Bridge Road, #26-01, Peninsula Plaza, Singapore 179098, as call option grantee ("**Purchaser**");

**SHOPDECA PTE LTD**, a company duly established under the laws of Singapore, having its registered address at 81 Ubi Avenue 4, #03-01, Singapore 408830 ("**Seller**");

**EAST VENTURES TECHCENTRE INC**, a company duly established under the laws of British Virgin Islands, having its registered address at OMC Chambers, Wickhams Cay 1, Roadtown, Tortola, British Virgin Islands ("**Shareholder**");

The Purchaser, the Seller and the Shareholder will hereinafter be individually referred to as a "**Party**" and collectively as the "**Parties**".

**Recitals**

- A The Purchaser, the Seller, the Shareholder, Polaris Digimedia Pte Ltd and Andreas Thamrin, have entered into an Asset Purchase Agreement on or around the date of this Side Letter ("**APA**"), pursuant to which the Seller agrees to sell and the Purchaser agrees to purchase the Assets.
- B The APA provides that the arrangement for the payment of the Purchase Price (as defined in the APA) will be governed in a separate side letter.
- C The Parties agree that the payment for the Purchase Price will be pursuant to the terms and conditions of this Side Letter.

**THE PARTIES AGREE AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this Side Letter, unless the context otherwise requires:

**ASX** means ASX Limited or the securities exchange which it operates, as the context requires.

**AU\$** means Australian Dollars.

**Divestment** has the meaning given to it in clause 2.5

**Migme** means migme Limited (Australian Company Number 059 457 279).

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

**Side Letter** means this side letter.

**US\$** means United States of America Dollars

**VWAP** means volume weighted average sale price of Shares on the ASX over the applicable period.

All capitalised terms which have not been specifically defined shall have the same meaning ascribed to them in the APA.

## 2. PURCHASE PRICE

2.1 The Seller requests, authorises and directs the Purchaser to provide for the following apportionment of the Purchase Price for the Assets:

- (a) US\$85,000 in cash, to be paid into the Shareholder's account as instructed by the Shareholder by the Purchaser upon the fulfilment of the Share Transfers as set out in clause 2.5; and
- (b) US\$65,000 worth of Shares ("Consideration Shares") to be issued to the Shareholder upon the fulfilment of the Share Transfers as set out in clause 2.5, valued in accordance with clause 2.2 and subject to the restrictions in this clause 2.

2.2 The number of Consideration Shares to be issued to the Shareholder at the direction of the Seller will be determined based on the 30 day VWAP of the Shares up to the date of this Side Letter, and using the average US\$ to AU\$ exchange rate for the 30 day VWAP period as reasonably assessed by the Purchaser.

2.3 The payment of this portion of the Purchase Price by the Purchaser to the Shareholder shall constitute a good and valid discharge of the Purchaser's obligation to the Seller to make such payment in relation to such portion.

2.4 The amount of the Purchase Price paid or provided under this Side Letter is inclusive of all goods and services tax, value added tax, and similar Taxes. The Seller is responsible for any Tax obligations in relation to its sale of Assets and in relation to the apportionment of the Purchase Price to the Shareholder in accordance with this Side Letter.

## RESTRICTED SHARES

2.5 The Consideration Shares are to be issued to the Shareholder, and the Shareholder's name entered into Migme's register of shareholders upon the completion of:

- (a) the transfer of all of the Shareholder's fully issued and paid up shares in the Seller to Andreas Thamrin; and
- (b) the transfer of all of PT Tekno Link Partners' fully issued and paid up shares in PT Shopdeca to Andi Zain,

the transfer of shares set out above in items (a) and (b) shall be referred to as "Share Transfers". The Share Transfers must be completed at the latest within 30 days following Completion Date. The Consideration Shares are issued to the Shareholder subject to the restrictions set out in clause 2.6 and 2.7.

2.6 The Consideration Shares will be restricted from being traded or dealt with for a period of 12 (twelve) months after the Completion Date ("Restraint Period") in accordance with clause 2.7 below.

2.7 During the Restraint Period, the Shareholder must not:

- (a) dispose of, or agree or offer to dispose of, the Consideration Shares;

- (b) create, or agree or offer to create, any Security Interest in the restricted Consideration Shares; or
- (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 Consideration Shares.
- 2.8 The Shareholder further agrees to and hereby grants the Purchaser with the irrevocable power and authority, to sell on behalf of the Shareholder, either in part or in whole to the sole discretion of the Purchaser, either through a private sale to a third party or a sale through the ASX, the Consideration Shares, in the event:
- (a) that after the Completion, the Purchaser suffers any Losses, either from a third party claim or otherwise, due to a breach of the Warranties provided in Schedule 2 of the APA, or suffers any Losses due to a breach of the APA by the Seller or the Shareholders (as defined in the APA), which sale proceeds will be used to cover the Losses suffered by the Purchaser and the remainder of the sale proceeds (if any) net of selling costs will be paid to the Shareholder; or
- (b) that during the Restraint Period, the Purchaser is unable to register the 'Shopdeca' or 'Sportdeca' trademark under the Purchaser's name at the Directorate of Trademark (or any other trademark office in any other jurisdiction).
- 2.9 The power and authority in clause 2.8 includes power to execute a share transfer form or other documents necessary to sell the relevant Shares in the name of and on behalf of the Shareholder.
- 2.10 If the power of sale referred to in clauses 2.8 is exercised, the sale proceeds may be retained by the Purchaser on its own account and for its own benefit, as an amount representing the estimate of the parties of the liquidated damages suffered by the Purchaser as a result of the acts or omissions of the Seller or the Shareholder referred to in those clauses. To the extent this clause is found by a court of competent jurisdiction to be unenforceable as a penalty, the amount of sale proceeds which exceed the amount that would be enforceable as representing genuine liquidated damages will be paid to the Shareholder and the Purchaser will retain only so much of the sale proceeds as represents such enforceable amount.
- 2.11 The Shareholder agrees that Migme or its share registry may impose a holding lock (as defined in the ASX Listing Rules) on the Consideration Shares while they remain subject to the restrictions set out in clauses 2.6 and 2.7.
- 2.12 Notwithstanding the restriction in clause 2.6, the Purchaser may in its discretion permit the Shareholder to transfer the Consideration Shares to another party (which must be acceptable to the Purchaser in its absolute discretion) provided that the transferee first enters into a binding agreement in favour of the Purchaser and in a form acceptable to the Purchaser in its absolute discretion to observe and comply with the restrictions and to grant the power of sale in favour of the Purchaser set out in this clause 2.
- 2.13 Nothing in this Side Letter affects the ability of the Shareholder to vote the Consideration Shares in its discretion.

#### **Own investigations**

- 2.14 Each of the Seller and Shareholder agree, represent and warrant to the Purchaser that:

- (a) it has entered into this Side Letter voluntarily and after satisfactory investigation of the affairs of Migme and the merits of owning the Consideration Shares;
- (b) it has made, and it relies upon, its own searches, investigations, enquiries and evaluations in respect of Migme and the merits of owning the Consideration Shares;
- (c) the Purchaser makes no warranty or representation about the Consideration Shares or the present or future value of the Consideration Shares comprising the Purchase Price; and
- (d) the Seller and the Shareholder have consulted their own legal and tax advisors regarding the consequences of the transaction contemplated by the APA and this Side Letter.

3. **LIMITATION OF WARRANTIES**

The maximum liability of the Shareholder in respect of all claims in relation to the warranties it has given under the APA shall not exceed the portion of the Purchase Price which was apportioned to be paid to the Shareholder.

The Seller shall be under no liability in respect of any claim in relation to the warranties it has given under the APA unless notice of such claim shall have been served upon the Shareholder by the Purchaser by no later than the date which falls 2 (two) years after the Completion Date.

4. **AMENDMENT**

No variation or modification to this Side Letter shall be effective unless made in writing and signed by all the Parties, and such variation or modification shall be effective only to the extent for which it was made or given.

5. **GOVERNING LAW AND ARBITRATION**

The provisions which appear in the APA with respect to Governing Law and Dispute Resolution shall apply equally to this Side Letter as regards any dispute that may arise out of or in connection with APA.

6. **COUNTERPARTS**

This Side Letter may be executed in any number of counterparts, all of which together shall constitute one and the same Side Letter. Any party may enter into this Side Letter by executing a counterpart and this Side Letter shall not take effect until it has been executed by all Parties.

Execution

Executed as an agreement.

Signed by  
MIGME PTE. LTD

\_\_\_\_\_  
Name of Signatory :  
Title of Signatory :

Signed by  
SHOPDECA PTE LTD

Signed by  
EAST VENTURES TECHCENTRE INC

\_\_\_\_\_  
Name of Signatory : ANDREAS THAMMIN  
Title of Signatory : Director

\_\_\_\_\_  
Name of Signatory :  
Title of Signatory :

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**Execution**

Executed as an agreement.

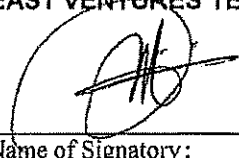
Signed by  
MIGME PTE. LTD

\_\_\_\_\_  
Name of Signatory:  
Title of Signatory :

Signed by  
SHOPDECA PTE LTD

\_\_\_\_\_  
Name of Signatory:  
Title of Signatory :

Signed by  
EAST VENTURES TECHCENTRE INC

  
\_\_\_\_\_  
Name of Signatory:  
Title of Signatory :

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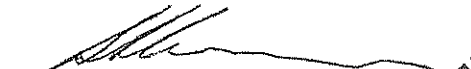




Execution

Executed as an agreement.

Signed by  
MIGME PTE. LTD

  
Name of Signatory: STEPHEN LLANWARNE  
Title of Signatory : DIRECTOR OF MIGME LTD

Signed by  
SHOPDECA PTE LTD

Signed by  
EAST VENTURES TECHCENTRE INC

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Name of Signatory:  
Title of Signatory :

\_\_\_\_\_  
Name of Signatory:  
Title of Signatory :

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