



2 August 2017

ASX Limited  
Company Announcement Office  
20 Bridge Street  
SYDNEY NSW 2000

Dear Sir/Madam

**Dreamscape Networks Limited (ACN 612 069 842) (DN8) – Change of interests of substantial holder**

Please find enclosed a Notice of Change of Interests of Substantial Holder for DN8 as required by section 671B of the *Corporations Act 2001* (Cth) (**Act**).

DN8's aggregate voting power in DN8 has increased from 68.14% to 71.64% as a consequence of restrictions on the disposal of shares under voluntary escrow agreements. These escrow arrangements give DN8 a technical "relevant interest" in its own shares under s608(1)(c) of the Act. DN8 has no rights to acquire these shares and no rights to control the voting rights of these shares.

Please refer to the Annexures to the Change of Interests of Substantial Holder for further details.

Yours faithfully,

**Dreamscape Networks Limited**  
**Encl x1**

**Form 604**  
**Corporations Act 2001**  
**Section 671B**

**Notice of change of interests of substantial holder**

To Company Name/Scheme Dreamscape Networks Limited (DN8)

ACN/ARSN 612 069 842

**1. Details of substantial holder (1)**

Name Dreamscape Networks Limited

ACN/ARSN (if applicable) 612 069 842

There was a change in the interests of the substantial holder on 31 July 2017  
 Under voluntary escrow agreements as a result of DN8 shares issued under a share sale and purchase agreement (**SSA**) by DN8 to Lee Wen, Jervis and Poh Chun Chiang, Alvin in consideration for the acquisition of Vodien Internet Solutions Pte.Ltd.; Quest Rightshoring Services Pte. Ltd.; IT Works Internet Pte. Ltd.; Cloud Hosting Pte. Ltd.; Cloud Hosting Sdn Bhd.; Singhost Pte. Ltd.; and SGDOMAIN.COM PTE. LTD.

The previous notice was given to the company on 08/12/2016

The previous notice was dated 07/12/2016

**2. Previous and present 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 when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Fully paid ordinary shares (FPO)	234,400,000	68.14%	276,900,000	71.64%

**3. Changes in relevant interests**

Particulars of each change in, or change in the nature of, a related interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
31 July 2017	DN8	Restrictions on the disposal of shares under the escrow agreements entered into by DN8 as a result of voluntary escrow arrangements under the SSA give DN8 a technical "relevant interest" in its own shares under section 608(1)(c) of the Corporations Act. DN8 has no rights to acquire these shares or to control the voting rights of these shares. Annexures A-B set out a summary of the relevant escrow agreements.	No consideration was paid to DN8 for the technical relevant interests described in 1 and 3 above. DN8 has no right to acquire, dispose, vote or otherwise deal in the securities described above.	Fully paid ordinary shares (FPO)  42,500,000	42,500,000

**4. Present relevant interests**

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
DN8	Refer Annexure A	Refer Annexure A	Restrictions on the disposal of shares under the escrow agreements entered into by DN8 as a result of voluntary escrow	276,900,000 (FPO)	276,900,000

			arrangements under the SSA give DN8 a technical "relevant interest" in its own shares under section 608(1)(c) of the Corporations Act. DN8 has no rights to acquire these shares or to control the voting rights of these shares.	
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**5. Changes in association**

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

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

**6. Addresses**

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

Name	Address
DN8	Level 2, 8 Howlett Street, North Perth, WA, 6006

**Signature**

print name Tony Sparks capacity Company Secretary

sign here  date 02/08/2017


**DIRECTIONS**

- (1) If there are a number of substantial holders with similar or related relevant 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 if the membership of each group, with the names and addresses of members is clearly set out in paragraph 6 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 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (6) Include details of:
  - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. 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.
- (7) 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.
- (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) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

**Annexure A – SUMMARY OF ESCROW ARRANGEMENTS**

This is Annexure A of 1 page referred to in the Form 604 Notice of Change of Interests of Substantial Holder given by Dreamscape Networks Limited (ACN 612 069 842)

  
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Anthony Sparks

Capacity: Company Secretary

Date 02/08/2017

## ANNEXURE A – SUMMARY OF SHARE ESCROW ARRANGEMENTS

The following securities are restricted securities for a period of 12 months from 31 July 2017 and are restricted subject to the terms and conditions set out in Annexure B.

Holder	Number securities
Poh Chun Chiang, Alvin	21,250,000
Lee Wen, Jervis	21,250,000
<b>TOTAL</b>	<b>42,500,000</b>

The following securities are restricted securities for a period of 12 months from 30 November 2016 and are restricted subject to the terms and conditions set out in Annexure B of DN8's Form 603 released to the market of 8 December 2016.

Holder	Number securities
Cloudsafe Holdings Limited	93,760,000
BlueGeko Holdings Limited	140,640,000
<b>TOTAL</b>	<b>234,400,000</b>

## **ANNEXURE B – VOLUNTARY RESTRICTION AGREEMENT**

This is Annexure B of 5 pages referred to in the Form 604 Notice of Change of Interests of Substantial Holder given by Dreamscape Networks Limited (ACN 612 069 842)



Anthony Sparks

Capacity: Company Secretary

Date 02/08/2017

**ANNEXURE B – PRO-FORMA VOLUNTARY RESTRICTION AGREEMENT**

# **Voluntary Restriction Deed**

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Dreamscape Networks Limited

(ACN 612 069 842)

**(Entity)**

and

**(Holder)**





- (c) Words and expressions defined in the listing rules of ASX, and not in this Deed, have the meanings given to them in the listing rules.
- (d) Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

## **2. Escrow**

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### **2.1 Escrow Restrictions**

- (a) Subject to clause 2.2, during the Escrow Period, the Holder will not do any of the following:
  - (i) dispose of, or agree or offer to dispose of, the Restricted Securities;
  - (ii) create, or agree or offer to create, any interest in the Restricted Securities; and
  - (iii) 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.
- (b) For the avoidance of doubt, during the Escrow Period, clause 2.1(a) does not restrict the Holder's voting rights in respect of the Restricted Securities.

### **2.2 Exceptions to the Escrow**

- (a) The Holder may during the Escrow Period:
  - (i) indicate that it will accept an offer to buy or transfer;
  - (ii) agree to transfer or sell; and
  - (iii) transfer or sell,  
any Restricted Securities to a bidder pursuant to a takeover offer under Chapter 6 of the Corporations Act where holders of at least 50% of the bid class securities in the capital of the Entity (excluding the Restricted Securities) have accepted the takeover offer and the takeover offer becomes unconditional. The Holder acknowledges and agrees that the provisions of this Deed will continue to apply to the Restricted Securities if such takeover offer does not become unconditional.
- (b) The Restricted Securities may be cancelled during the Escrow Period by the Entity or transferred as part of a scheme of arrangement under Part 5.1 of the Corporations Act.

## **3. Holding Lock**

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### **3.1 Acknowledgement**

The Parties acknowledge and agree that during the Escrow Period (and subject to clause 2.2 of this Deed):

- (a) the Restricted Securities will be subject to a Holding Lock; and
- (b) the Entity may apply the Holding Lock and prevent a transfer of the Restricted Securities by:
  - (i) requesting the Share Registry to apply the Holding Lock; and



- (ii) refusing to register a paper-based transfer document in respect of the Restricted Securities.

### **3.2 Notification**

If the Entity refuses to register a transfer of the Restricted Securities in accordance with clause 3.1, the Entity must inform the Holder in writing of such refusal and the reason(s) for it within 5 Business Days of the refusal.

## **4. Consequences of Breaching this Deed**

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- (a) If it appears to the Entity that the Holder (or a controller of the Holder) may breach this Deed, the Entity must take any and all steps necessary to prevent the breach, or to enforce this Deed.
- (b) If the Holder (or one of its controllers) breaches this Deed, each of the following applies:
  - (i) The Entity must take the steps necessary to enforce the Deed, or to rectify the breach.
  - (ii) The Entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the restricted securities. This is in addition to other rights and remedies of the Entity.
- (c) This clause 4, and the rights and obligations within it, survive the termination or expiry of this Deed for any reason.

## **5. Amendment**

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- (a) The Holder hereby grants the Entity power of attorney to make such amendments to this Deed as are necessary to comply with or satisfy the requirements and conditions of ASX and/or the Australian Securities & Investments Commission.
- (b) Except as provided in sub-clause (a) above, the Deed may be varied only if the Parties agree in writing.

## **6. Governing Law and Jurisdiction**

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The laws of the State of Western Australia apply to this Deed. The Parties submit to the jurisdiction of the courts of that State.

## **7. General**

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- (a) This Deed may be entered into in any number of counterparts and by the Parties on separate counterparts, each of which when executed and delivered will be an original, but all of which will together constitute one and the same instrument.
- (b) If any provision of this Deed is invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provision, shall be and continue to be valid and forceful in accordance with their terms.

- (c) This Deed is the entire agreement of the parties on the subject matter. The only enforceable obligations and liabilities of the parties in relation to the subject matter are those that arise out of the provisions contained in this Deed.

## **8. Notices**

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### **8.1 Notices in writing**

Each notice authorised or required to be given to a party shall be in legible writing and in English, addressed to the party's address set out in clause 8.2 (or such other address nominated in accordance with clause 8.3).

### **8.2 Address for Service**

The Parties address or email for service are as specified in the Schedule.

### **8.3 Change of Address**

Each Party may from time to time change its address by giving notice pursuant to clause 8.1 to the other Party.

### **8.4 Receipt of notice**

Any notice given pursuant to clause 8.1 will be conclusively deemed to have been received:

- (a) if mailed from within Australia to an address in Australia, on delivery;
- (b) if mailed to an address outside Australia or mailed from outside Australia, on the third Business Day (at the address to which it is mailed) after mailing; and
- (c) if sent by email, when delivery confirmation report is received by the sender which records the time that the email was delivered to the addressee's email address (unless the sender receives a delivery failure notification indicating that the email has not been delivered to the addressee),

but if the delivery or receipt is on a day that is not a Business Day or is after 5:00 pm (addressee's time) it is regarded as received at 9:00 am on the following Business Day.

# Schedule

## Item 1 Entity's name and address

DREAMSCAPE NETWORKS LIMITED of Level 2, 8 Howlett Street, North Perth  
6008

Email: [tony.s@dreamscapenetworks.com](mailto:tony.s@dreamscapenetworks.com)

## Item 2 Holder's name and address

## Item 3 Escrow period

12 months commencing on the date on which the Restricted Securities are issued.

## Item 4 Restricted securities