



8 December 2004

Michelle Shek
ASX Limited

**AMBERTECH LIMITED (“AMO”)
SHARES SUBJECT TO VOLUNTARY RESTRICTION**

As per your request, following is the list of shares that are subject to a restriction agreement between the shareholder and the Underwriter to the offer. The shares are under voluntary escrow from the date of listing until the release of audited financial statements in respect of the year ending 30 June 2005. A copy of the terms are attached.

Name	Total @ Listing
Wavelink Systems Pty Limited	5,434,625
Crowton Pty Limited	4,275,343
Howbay Pty Limited	2,883,556
Wygrin Pty Limited	2,883,556
SME Custodians Pty Limited	1,322,401
SME Equities Limited	1,322,401
Nanyang Australia Limited	3,000,464
Nanyang Ventures Pty Limited	22,737
Ralph McCleery	357,599
Joseph Grech	464,057
Joseph Paul Grech & Deborah Lee Grech ATF J&D Grech Superannuation Fund	333,261
	<hr/> 22,300,000 <hr/>

If you require any further information please feel free to give me a call.

Yours sincerely

Robert Glasson
Company Secretary

Restriction agreement

We, the persons in:

- **Item 1** of the schedule (entity);
- **Item 2** of the schedule (holder);
- **Item 3** of the schedule (controller),

agree as follows.

Introduction

- A The entity is seeking to list on the ASX.
- B The holder is the registered owner of the restricted securities.
- C Following completion of an initial public offering of shares (IPO) in the entity (proposed to take place on or around 15 December, 2004) the holder agrees to hold the restricted securities on the terms and conditions set out in this agreement.
- D The parties agree to an escrow period and terms to assist in securing an orderly market for the entity's securities following the IPO.

Agreement

Escrow restrictions

1. During the escrow period, save as permitted in paragraph 3, the holder will not do any of the following:
 - (a) dispose of, or agree or offer to dispose of, the restricted securities;
 - (b) 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.
2. During the escrow period, save as permitted in paragraph 3, a controller will not do any of the following:
 - (a) dispose of, or agree or offer to dispose of, the controller interests;
 - (b) 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. During the escrow period, the following actions in relation to the restricted securities will be permitted via any authorised broker of Lonsec Limited (unless Lonsec otherwise consent in writing, such consent not to be unreasonably withheld or delayed):
 - (a) a crossing at market price;
 - (b) transactions off-market at an agreed price with a willing buyer;
 - (c) a special crossing on-market.

Lonsec Limited will charge the following brokerage fees:

- (a) 0.2% (plus GST) of the transaction value if the holder identifies a buyer for the restricted securities; and

- (b) 0.5% (plus GST) of the transaction value if Lonsec Limited identifies a buyer for the restricted securities (although Lonsec Limited will not be obliged to find a buyer).

The holder and/or controller may also buy additional shares of the entity on-market.

4. We will comply with the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
5. (a) If the restricted securities are kept on the certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or recognised trustee for the escrow period.
- (b) If the restricted securities are kept on the issuer sponsored subregister, the holder hereby agrees in writing to the application of a holding lock to the restricted securities.

Warranties

6. If only the holder and the entity are parties to this agreement, one of the following applies.
- (a) The holder is an individual.
- (b) The holder has no controller.
- (c) The holder has the controllers set out in **item 3** with the interests identified in **item 6**.

The holder gives this warranty.

7. If the holder, the entity and any controller are parties to this agreement, the holder has the controllers set out in **item 3** with the controller interests identified in **item 6**. The holder and each controller give this warranty.
8. If **item 7** of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
9. If **item 8** of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each controller gives this warranty.
10. A breach of any of these warranties is a breach of this agreement.

Consequences of breaching this agreement

11. If it appears to the entity that the holder or a controller may breach this agreement, the entity may take steps necessary to prevent the breach, or to enforce the agreement.
12. If the holder or a controller breach this agreement, each of the following applies.
- (a) The entity may take the steps necessary to enforce the agreement, or to rectify the breach.

- (b) The entity may 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) The holder of the restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

Amendment

- 13. This agreement will not be changed or waived without the prior written consent of each party.

Jurisdiction

- 14. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

Release

- 15. The entity will not unreasonably restrict or prevent the holder from accepting the bona fide an takeover offer carried out pursuant to Chapter 6 of the Corporations Act 2001.

Dealings

- 16. Where the holder or controller has appointed a director to the entity, the holder and controller will abide by the entity's share trading rules as they apply to directors of the entity.

Definitions and interpretation

In this agreement:

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.

escrow period means the period set out in **item 4** of the schedule.

restricted securities means the securities set out in **item 5** of the schedule and any securities attaching to or arising out of those securities.

The singular includes the plural and vice versa.

A reference to a party includes its successors, personal representatives and transferees.

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

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.

Schedule

1	Entity's name and address:	Ambertech Limited ACN 079 080 158 Unit B, Skyline Place Frenchs Forest NSW 2086
2	Holder's name and address:	
3	Each controllers' name and address:	
4	Escrow period (the date to which the initial restricted securities are escrowed):	The date of release to the ASX of the entity's financial results for the financial year ended 30 June 2005
5	Particulars of restricted securities:	
6	Particulars of controller interests:	

Dated: 2004

Execution as a deed

Executed by **Ambertech Limited**)
ACN 079 080 158)
in accordance with section 127(1) of the)
Corporations Act 2001:)
)

Director/Company Secretary

Director

Name of Director/ Secretary (Print Name)

Name of Director (Print Name)

Executed by)
[INSERT NAME OF SHAREHOLDER])
ACN [])
in accordance with section 127(1) of the)
Corporations Act 2001:)
)

Director/Company Secretary

Director

Name of Director/ Secretary (Print Name)

Name of Director (Print Name)

Signed sealed and delivered by)
[])
in the presence of:)
)

Signature of []

Signature of Witness

Name of Witness (Print Name)