

MARKET ANNOUNCEMENT

Date:	Friday, 22nd February 2008
To:	Australian Securities Exchange
Subject:	Notification of Despatch of Bidder's Statement

In accordance with section 633(1) Item 8 of the *Corporations Act 2001* (Cth) (**Corporations Act**), Computershare Limited gives notice that the Bidder's Statement in relation to the off-market takeover bid by Computershare Communication Services Limited (**Computershare**) for all the shares in QM Technologies Limited (**QMT**) has been sent today to QMT security holders.

A copy of the Bidder's Statement sent to QMT security holders is attached. The Bidder's Statement is dated 20 February 2008. The offer is dated 22 February 2008. The offer is open for acceptance from today until 7.00pm (Melbourne time) on 26 March 2008, unless extended.

Computershare reserves the right, for the purposes of section 611 of the Corporations Act and Market Rule 20.3.1, to make further acquisitions of QMT shares from time to time, on-market and at any price that Computershare considers appropriate, but having regard to Computershare's statements set out in the Bidder's Statement.¹

For further information contact:

Mr Dominic Horsley

Company Secretary

Ph: +61-3-9415-5162

Email: dominic.horsley@computershare.com.au

About Computershare Limited

Computershare (**ASX: CPU**) is a global leader in share registration, employee equity plans, proxy solicitation and other specialised financial, governance and communication services.

Many of the world's largest companies employ our innovative solutions to maximise the value of their relationships with investors, employees, customers and members.

Computershare has approximately 10,000 employees across the world and serves 14,000 corporations and 100 million shareholders and employee accounts in 17 countries across five continents.

For more information, visit www.computershare.com

Note:

1. Computershare's offer price of \$3.40 per QMT share is final, in the absence of a competing proposal. A competing proposal is any alternative or competing proposal for control of, or for the acquisition of a substantial interest in, QMT (or all or part of the business, or any significant assets, of QMT) being made, publicly announced, or publicly foreshadowed or contemplated by any person

THIS IS AN **IMPORTANT DOCUMENT** AND REQUIRES YOUR IMMEDIATE ATTENTION. IF YOU ARE IN ANY DOUBT ABOUT HOW TO DEAL WITH THIS DOCUMENT, YOU SHOULD CONSULT YOUR LEGAL, FINANCIAL OR OTHER PROFESSIONAL ADVISER IMMEDIATELY.

Bidder's Statement

ACCEPT

Computershare's \$3.40
cash offer for all your shares in
QM Technologies Limited

The Computershare Offer is UNANIMOUSLY RECOMMENDED by the Directors of QM Technologies Limited, in the absence of a superior offer

If you have any queries in relation to the Computershare Offer, please call the Computershare Offer Information Line on **1300 798 295** (for callers within Australia) or **+61 3 9415 4612** (for callers outside Australia) or go to www.cpuqmtoffer.com.au

FINANCIAL ADVISER



LEGAL ADVISER

MinterEllison | L A W Y E R S

KEY DATES

Date Offer announced	6 February 2008
Bidder's Statement lodged with ASIC	20 February 2008
Offer opens	22 February 2008*
Offer closes (unless extended)	7.00pm (Melbourne time) on 26 March 2008

*QMT has given its consent to Computershare despatching this Bidder's Statement to persons registered as QMT Shareholders and Option holders as at 7.00pm on 20 February 2008, being a date that is earlier than would otherwise apply under section 633 (Item 6) of the Corporations Act.

HOW TO ACCEPT

To accept the Computershare Offer, you should proceed as follows:

1. Read	Read this document in full. Also read the Target's Statement provided separately by QMT.
2. Consult	Consult your legal, financial or other professional adviser if you are in any doubt as to what action to take or how to accept the Computershare Offer.
3. Complete or instruct	<i>Issuer Sponsored Holdings</i> If Your Shares are held on QMT's issuer sponsored sub-register (that is, if there is an 'I' appearing next to your holder number on the enclosed Acceptance Form), complete, sign and return the Acceptance Form in accordance with the instructions on that form. <i>CHESS Holdings</i> If your QMT Shares are held in a CHESS Holding (that is, if there is an 'X' appearing next to your holder number on the enclosed Acceptance Form) either: > complete, sign and return the Acceptance Form in accordance with the instructions on that form. This will authorise Computershare to instruct your CHESS Controlling Participant (normally your stockbroker) to initiate acceptance of the Computershare Offer on your behalf; > if you are a Participant, initiate acceptance of the Computershare Offer before the end of the Offer Period; or > if you are not a Participant, instruct your CHESS Controlling Participant (normally your stockbroker) directly to initiate acceptance of the Computershare Offer on your behalf.
4. Post	Post your completed Acceptance Form in the enclosed reply paid envelope to: Computershare Investor Services Pty Limited GPO Box 52 Melbourne VIC 8060 Australia Acceptance Forms must be received in sufficient time for your instruction to be processed by 7.00pm (Melbourne time) on 26 March 2008, unless the Offer is extended.

IMPORTANT NOTICES

This document is a Bidder's Statement issued by Computershare Communication Services Limited, a wholly owned subsidiary of Computershare Limited, under Part 6.5 of the Corporations Act. This Bidder's Statement sets out the terms and conditions of the Computershare Offer and other important information relating to the Offer. If you are in any doubt as to how to deal with this document, you should consult your legal, financial or other professional adviser as soon as possible.

A copy of this Bidder's Statement was lodged with ASIC on 20 February 2008. ASIC takes no responsibility for the content of this Bidder's Statement.

In preparing this Bidder's Statement, Computershare has not taken into account the individual objectives, financial situation or needs of individual QMT Shareholders. Accordingly, before making a decision whether or not to accept the Computershare Offer, you may wish to consult with your legal, financial or other professional adviser.

Computershare has collected your information from the QMT register of shareholders for the purpose of making this Offer and, if accepted, administering your holding of QMT Shares. The Corporations Act requires the names and addresses of shareholders to be held in a public register. Your information may be disclosed on a confidential basis to Computershare's related bodies corporate and external service providers, and may be required to be disclosed to regulators such as ASIC.

A number of defined terms are used in this Bidder's Statement. Unless the contrary intention appears, the context requires otherwise or words are defined in Section 9 of this Bidder's Statement, words and phrases in this Bidder's Statement have the same meaning and interpretation as in the Corporations Act.

KEY CONTACTS

SHARE REGISTRAR FOR THE OFFER:

Computershare Investor Services Pty Limited
GPO Box 52
Melbourne VIC 8060
Australia

QUERIES REGARDING THE COMPUTERSHARE OFFER:

Please call the Computershare Offer Information Line on **1300 798 295** (for callers within Australia) or **+61 3 9415 4612** (for callers outside Australia) if you require assistance or go to www.cpuqmtoffer.com.au.

ACCEPT NOW

Computershare believes its \$3.40 cash offer provides you with an outstanding opportunity to realise a very attractive cash price for your QMT Shares.

The Computershare Offer is unanimously recommended by the QMT Directors, in the absence of a superior offer.

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CHAIRMAN'S LETTER



20 February 2008

Dear QM Technologies Shareholder

Recommended cash takeover offer for QM Technologies Limited

I am pleased to enclose an Offer to acquire all of your shares in QM Technologies Limited (**QMT**). Computershare Communication Services Limited (**Computershare**), a wholly owned subsidiary of Computershare Limited, is offering \$3.40 cash for each QMT Share that you hold.

In addition, QMT has announced that it will pay an interim dividend of 7.5 cents per share for the half year ended 31 December 2007 with a record date of 18 February 2008. The offer price of \$3.40 per share will not be reduced as a result of the payment of the interim dividend of 7.5 cents per share.

Computershare believes this Offer provides an outstanding opportunity for QMT shareholders to receive a very attractive premium for their QMT Shares. The Computershare Offer of \$3.40 cash per share represents:

- > a 51.1% premium to the closing price of QMT Shares on 5 February 2008, being the date prior to the announcement of Computershare's Offer for QMT;
- > a 40.5% premium to the volume weighted average QMT Share price during the one month prior to the close of trade on 5 February 2008; and
- > a 29.7% premium to the volume weighted average QMT Share price during the three months prior to the close of trade on 5 February 2008.

The Computershare Offer is a simple offer that provides you with certainty of value and the opportunity to realise an attractive cash price for your QMT Shares. The Computershare Offer is the only offer available for your Shares. In the absence of the Offer (or a competing proposal), the opportunity to sell all of your QMT Shares may not be available due to the low liquidity in the trading of QMT Shares on the ASX.

The QMT Directors unanimously recommend that you accept the Computershare Offer for all your QMT Shares, in the absence of a superior offer.

Each of the QMT Directors, including Neville Morgan and Frank Youngleson, and a major shareholder, JGL Investment Group, intend to accept the Computershare Offer in respect of all QMT Shares they or their associated entities own or control, in the absence of a superior offer, within two weeks of the despatch of this document. Collectively the QMT Directors and JGL Investment Group and their associated entities own or control approximately 45% of all QMT Shares on issue.

The offer price of \$3.40 per share is final, in the absence of a competing proposal. The Computershare Offer is subject to limited conditions that are set out in this document.

The Offer will close at 7.00pm (Melbourne time) on 26 March 2008, unless extended. A summary of how to accept the Offer is set out on the inside front cover of this document, with detailed instructions provided on the Acceptance Form that accompanies this document.

If you have any questions, please call the Computershare Offer Information Line on 1300 798 295 (for callers within Australia) or +61 3 9415 4612 (for callers outside Australia), Monday to Friday between 9.00am and 5.00pm (Melbourne time) or go to www.cpuqmtoffer.com.au. Alternatively, you may contact your legal, financial or other professional adviser.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Chris Morris'.

Chris Morris
Executive Chairman

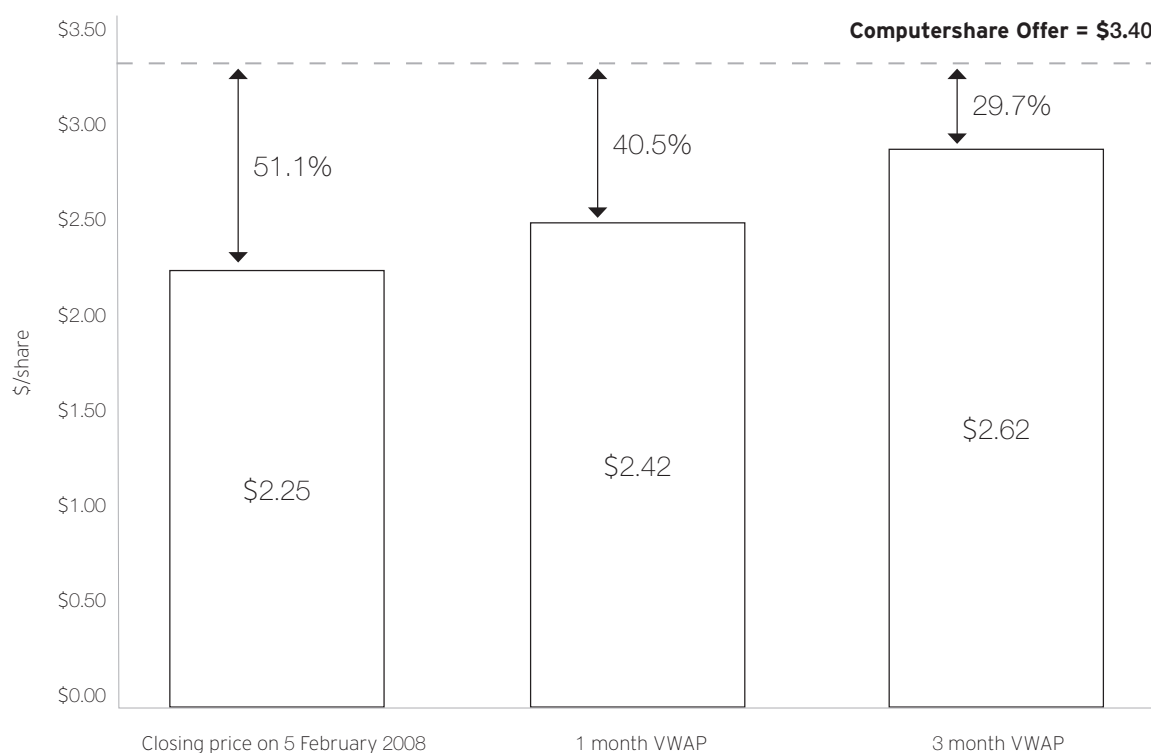
WHY YOU SHOULD ACCEPT THE COMPUTERSHARE OFFER

1. Computershare is offering you a very attractive price for your shares
2. The Computershare Offer is unanimously recommended by the QMT Directors, in the absence of a superior offer
3. The QMT Directors and a major shareholder, JGL Investment Group, intend to accept the Computershare Offer, in the absence of a superior offer
4. The Computershare Offer is the only offer available
5. QMT's share price is expected to fall if the Computershare Offer is not successful
6. The Computershare Offer is a simple offer and provides all QMT shareholders with the opportunity to receive cash for their shares

1. COMPUTERSHARE IS OFFERING YOU A VERY ATTRACTIVE PRICE FOR YOUR SHARES

Computershare is offering \$3.40 cash per share for all your QMT Shares. The Offer represents a very substantial premium for your QMT Shares. In particular, it represents:

- > a 51.1% premium to the closing QMT Share price on 5 February 2008, being the date prior to the announcement of the Computershare Offer;
- > a 40.5% premium to the volume weighted average QMT Share price during the one month prior to the close of trade on 5 February 2008; and
- > a 29.7% premium to the volume weighted average QMT Share price during the three months prior to the close of trade on 5 February 2008.



Source: IRESS

2. THE COMPUTERSHARE OFFER IS UNANIMOUSLY RECOMMENDED BY THE QMT DIRECTORS, IN THE ABSENCE OF A SUPERIOR OFFER

The QMT Directors unanimously recommend that you accept the Offer, in the absence of a superior offer. The reasons for that unanimous recommendation are set out in the Target's Statement that accompanies this Bidder's Statement.

3. THE QMT DIRECTORS AND A MAJOR SHAREHOLDER, JGL INVESTMENT GROUP, INTEND TO ACCEPT THE COMPUTERSHARE OFFER, IN THE ABSENCE OF A SUPERIOR OFFER

Each of the QMT Directors and a major shareholder, JGL Investment Group, intend to accept the Computershare Offer within two weeks of the despatch of this document in respect of all QMT Shares they or their associated entities own or control, in the absence of a superior offer.

Collectively the QMT Directors and JGL Investment Group and their associated entities own or control approximately 45% of all QMT Shares on issue.

4. THE COMPUTERSHARE OFFER IS THE ONLY OFFER AVAILABLE

As at 19 February 2008, neither Computershare nor QMT is aware of any party intending to make an offer for QMT Shares which is higher than the Computershare Offer.

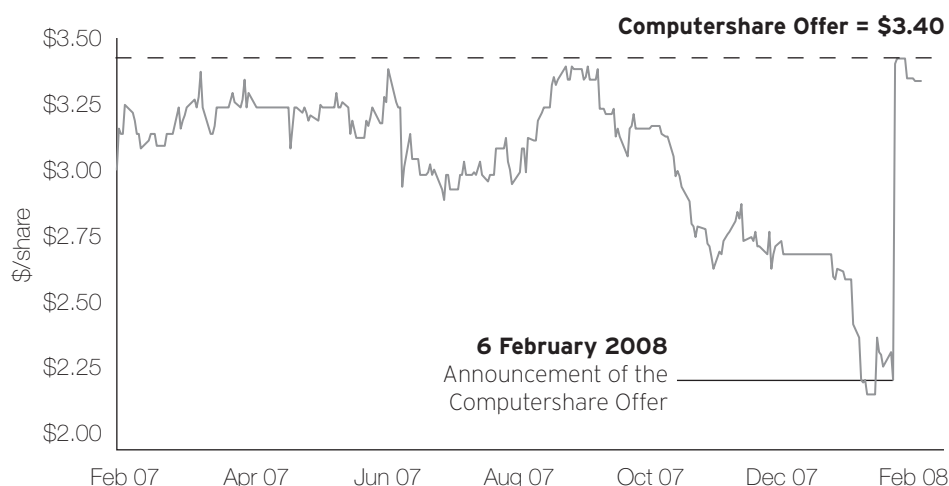
The Offer Price of \$3.40 per QMT Share is final, in the absence of a competing proposal.¹

5. QMT'S SHARE PRICE IS EXPECTED TO FALL IF THE COMPUTERSHARE OFFER IS NOT SUCCESSFUL

The Computershare Offer of \$3.40 per share provides you with the opportunity to receive a certain cash amount of \$3.40 per share (subject to each of the conditions of the Offer being satisfied or waived).

If the Offer is not successful, the QMT Share price may fall significantly to levels prior to the announcement of the Offer for QMT.

QMT Share price performance—last 12 months



Source: IRESS

6. THE COMPUTERSHARE OFFER IS A SIMPLE OFFER AND PROVIDES ALL QMT SHAREHOLDERS WITH THE OPPORTUNITY TO RECEIVE CASH FOR THEIR SHARES

The Computershare Offer of \$3.40 per share provides you with the opportunity to receive a certain cash amount (subject to each of the conditions of the Offer being satisfied or waived).

In the absence of the Offer (or a competing proposal), the opportunity to sell all of your QMT Shares may not be available due to the low liquidity in the trading of QMT Shares on the ASX.

You will not incur any brokerage charges by accepting Computershare's Offer.

You will be paid cash for your QMT Shares within 1 month after the latter of the date that you accept the Offer and the date that the Offer becomes unconditional. In any event, assuming the conditions of the Offer are satisfied or waived, you will be paid no later than 21 days after the Offer closes.

¹ A competing proposal is any alternative or competing proposal for control of, or for the acquisition of a substantial interest in, QMT (or all or part of the business, or any significant assets, of QMT) being made, publicly announced, or publicly foreshadowed or contemplated by any person.

KEY QUESTIONS

Set out below are summary answers to some key questions that QMT Shareholders may have in relation to the Computershare Offer. This information is a summary only and should be read together with all sections of the Bidder's Statement and QMT's Target's Statement.

Question	Answer
What is the Offer?	Computershare is offering to acquire all of your QMT Shares for \$3.40 cash per Share.
Who is making the Offer?	The Bidder is Computershare, a wholly owned subsidiary of Computershare Limited. Further information about Computershare and Computershare Limited is provided in Section 2 of the Bidder's Statement and on Computershare Limited's website www.computershare.com .
What impact does the interim dividend that QMT has recently announced have on the Offer?	The Offer Price of \$3.40 per Share will not be reduced as a result of the payment of the interim dividend of 7.5 cents per Share that QMT announced on 6 February 2008 for the half year ended 31 December 2007.
Will the Offer Price be increased?	The Offer Price of \$3.40 per Share is final, in the absence of a competing proposal.
What do the QMT Directors recommend?	Your Directors unanimously recommend that QMT Shareholders accept the Computershare Offer, in the absence of a superior offer.
What do the QMT Directors intend to do in respect of their own QMT Shares?	Each of the QMT Directors intend to accept the Offer within two weeks of the despatch of this document in respect of all QMT Shares that they or associated entities own or control, in the absence of a superior offer.
What does JGL Investment Group intend to do in respect of its QMT Shares?	JGL Investment Group is a major shareholder of QMT, with a 12% shareholding. It also intends to accept the Offer within two weeks of the despatch of this document for all of its QMT Shares, in the absence of a superior offer. Collectively, the QMT Directors and JGL Investment Group and their associated entities own or control approximately 45% of all QMT Shares on issue.
What are the conditions of the Offer?	The Offer is subject to a limited number of conditions, including: > Computershare having, during or at the end of the Offer Period, a relevant interest in at least 90% (by number) of QMT Shares; > the ACCC notifying Computershare that the ACCC will not intervene or seek to prevent the Takeover Bid from proceeding; and > no material adverse change occurring in relation to QMT. A summary of all the conditions is set out in Section 1.5 of this Bidder's Statement. The conditions are set out in full in Section 8.7 of this Bidder's Statement.
When does the Offer close?	The Offer will close at 7.00pm (Melbourne time) on 26 March 2008, unless extended. If you wish to accept the Computershare Offer, you need to do so before the Offer closes.
How do I accept the Offer?	Please refer to the directions on the inside front cover of this Bidder's Statement, as well as the instructions on the enclosed Acceptance Form. You may only accept the Computershare Offer for all your QMT Shares. The effect of your acceptance is described in Section 8.5 of this Bidder's Statement.
If I accept the Offer, when will I be paid?	You will receive payment on or before the earlier of: > one month after the date of your valid acceptance of the Offer or, if the Offer is subject to a condition when you accept, within one month after the Offer becomes unconditional; and > if the Offer becomes unconditional, 21 days after the end of the Offer Period. Full details of when you will be paid are set out in Section 8.6 of this Bidder's Statement.
What are the tax consequences of accepting the Offer?	A general outline of the taxation consequences of accepting the Offer is provided in Section 6 of this Bidder's Statement. As the consequences of acceptance differ according to each QMT Shareholder's individual circumstances, you are encouraged to seek specific independent tax advice before making any decision in relation to the Computershare Offer.

Question	Answer
Will I incur any brokerage or stamp duty if I accept the Computershare Offer?	No, you will not incur any brokerage or stamp duty if you accept the Computershare Offer.
If I do not accept the Computershare Offer, can I be forced to sell my QMT Shares?	You cannot be forced to sell your QMT Shares unless Computershare has a relevant interest in at least 90% of all QMT Shares by the end of the Offer Period, and Computershare proceeds to compulsorily acquire your QMT Shares. If Computershare satisfies the required thresholds for compulsory acquisition under the Corporations Act, it intends to compulsorily acquire any outstanding QMT Shares.
What if I have further inquiries in relation to the Computershare Offer?	If you have further inquiries in relation to the Computershare Offer, please call the Computershare Offer Information Line on 1300 798 295 (for callers within Australia) or + 61 3 9415 4612 (for callers outside Australia), Monday to Friday between 9.00am and 5.00pm (Melbourne time) or go to www.cpuqmtoffer.com.au. Alternatively, you may contact your legal, financial or other professional adviser. Any further material information relating to the Computershare Offer will be lodged with the ASX and included on Computershare Limited's website at www.computershare.com and at www.cpuqmtoffer.com.au. Further material information may also be the subject of a supplementary Bidder's Statement from Computershare.

1. KEY FEATURES OF THE COMPUTERSHARE OFFER

1.1 What Computershare is offering to buy

Computershare is offering to buy, on the terms and conditions set out in this Bidder's Statement, all QMT Shares which are on issue as at the Register Date and also all QMT Shares that are issued during the period from the Register Date to the end of the Offer Period due to the exercise of QMT Options.

You may only accept this Offer in respect of all of the QMT Shares held by you.

1.2 What you will receive if you accept the Computershare Offer

If you accept the Computershare Offer you will, subject to the satisfaction or waiver of the conditions to the Offer, receive \$3.40 cash for each QMT Share you hold.

Generally, Computershare will pay the consideration due to you under the Offer on or before the earlier of:

- (a) one month after this Offer is validly accepted by you or one month after all of the conditions have been satisfied or waived (whichever is the later); and
- (b) if the Offer becomes unconditional, 21 days after the end of the Offer Period.

Full details of when payments will be made are set out in Section 8.6 of this Bidder's Statement.

1.3 No brokerage on acceptances

You will not pay any brokerage if you accept the Computershare Offer.

1.4 Close of the Computershare Offer

The Offer will close at 7.00pm (Melbourne time) on 26 March 2008, unless it is extended in accordance with the Corporations Act.

1.5 There are some conditions to the Computershare Offer

The Offer is subject to certain conditions, summarised as follows:

- (a) **Minimum acceptance condition:** Before the end of the Offer Period, Computershare and its Associates have relevant interests in at least 90% (by number) of all Shares.
- (b) **ACCC:** Before the end of the Offer Period, Computershare is notified by the ACCC that:
 - (i) the ACCC does not propose to intervene or seek to prevent the acquisition of QMT Shares under the Takeover Bid pursuant to the *Trade Practices Act 1974* (Cth); and
 - (ii) the ACCC does not seek to impose conditions on Computershare's acquisition of QMT Shares under the Takeover Bid or require undertakings from Computershare (or any Related Entity of Computershare) in relation to Computershare's acquisition of QMT Shares.
- (c) **Regulatory approval:** Before the end of the Offer Period, Computershare has obtained any Regulatory Approval required to permit the Offer to be lawfully made or that is required as a result of the acquisition of QMT Shares under the Offer and that is necessary for the continued operation of QMT's business. As at the date of this Bidder's Statement, Computershare is not aware of any Regulatory Approvals that are applicable.
- (d) **No regulatory actions:** Throughout the Offer Period, there is no restraint, prohibition or impediment on the making of the Offer or on the acquisition of QMT Shares under the Offer that arises from a decision made, action taken or application made by any Government Agency.
- (e) **No material acquisitions, disposals or new commitments:** Between the Announcement Date and the end of the Offer Period (each inclusive) QMT or any member of the QMT Group does not:
 - (i) acquire any assets greater than \$250,000 (in aggregate) or make an announcement in relation to such an acquisition;
 - (ii) dispose of one or more entities, businesses or assets (or an interest in such) for an amount, or which has a book value in QMT's consolidated balance sheet as at 30 June 2007, greater than \$250,000 (in aggregate) or make an announcement in relation to such a disposal;
 - (iii) enter into any agreement which would require expenditure, or the foregoing of revenue, of any amount which is, in aggregate, more than \$250,000 (other than in the ordinary course of business) or make an announcement in relation to such expenditure or other agreement; or
 - (iv) enter into a joint venture or partnership.
- (f) **No dividends:** Other than the Interim Dividend, QMT does not make or declare any cash or in specie distribution whether by way of dividend, capital reduction or otherwise.

- (g) **No Material Adverse Change:** Between the Announcement Date and the end of the Offer Period (each inclusive) no QMT Material Adverse Change (as defined in Section 8.7(g)) occurs.
- (h) **No Prescribed Occurrence:** Between the Announcement Date and the end of the Offer Period (each inclusive) certain prescribed events have not occurred without the prior written approval of Computershare:
 - (i) QMT converting its Shares into a smaller or larger number;
 - (ii) QMT or any subsidiary of QMT resolving to reduce its share capital in any way;
 - (iii) QMT or any subsidiary of QMT entering into or resolving to approve a buy-back agreement;
 - (iv) QMT or a subsidiary of QMT issuing shares other than as a result of the exercise of the Options in accordance with their terms or agreeing to issue or grant an option over QMT Shares;
 - (v) QMT or any subsidiary of QMT issuing convertible notes;
 - (vi) QMT or any subsidiary of QMT disposing the whole, or a substantial part, of its business or property;
 - (vii) QMT or any subsidiary of QMT granting security interest over the whole, or a substantial part, of its business or property;
 - (viii) QMT or any subsidiary of QMT resolving to be wound up;
 - (ix) a liquidator or provisional liquidator of QMT or of any subsidiary of QMT being appointed;
 - (x) a court making an order for the winding up of QMT or of a subsidiary of QMT;
 - (xi) an administrator of QMT or of any subsidiary of QMT being appointed under the Corporations Act;
 - (xii) QMT or any subsidiary of QMT executing a deed of company arrangement; or
 - (xiii) a receiver or a receiver and manager being appointed in relation to the whole or a substantial part of the property of QMT or a subsidiary of QMT.

The full terms of the conditions are set out in Section 8.7 of this Bidder's Statement.

1.6 Where to go for further information

For guidance on how to accept the Computershare Offer, please refer to the summary on the inside front cover of this document and to the more detailed instructions on the enclosed Acceptance Form. If, after doing so, you have any queries in relation to accepting the Computershare Offer, please call the Computershare Offer Information Line on 1300 798 295 (for callers within Australia) or +61 3 9415 4612 (for callers outside Australia), Monday to Friday between 9.00am and 5.00pm (Melbourne time) or go to www.cpuqmtoffer.com.au.

For queries in relation to your QMT shareholding, please call QMT's share registry, Link Market Services, on +61 2 8280 7111.

For all other queries in relation to the Computershare Offer, please contact your legal, financial or other professional adviser.

1.7 Important notice

The information in this Section 1 is a **summary only** of the key features of the Computershare Offer and is qualified in its entirety by the detailed information set out elsewhere in this Bidder's Statement.

You should read the entire Bidder's Statement and QMT's Target's Statement before deciding whether to accept the Computershare Offer.

2. PROFILE OF COMPUTERSHARE AND COMPUTERSHARE LIMITED

2.1 Computershare

Computershare is a wholly owned subsidiary of Computershare Limited.

Computershare was incorporated in Melbourne, Australia on 14 February 1989. The principal activities of Computershare are the provision of a range of commercial printing, mailing and electronic communication services for clients across the financial, insurance, energy, and telecommunications industries.

The directors of Computershare are Mark Benjamin Davis (Computershare Limited's Group Regional Director - Australasia), Tony Ristevski (Computershare Limited's Chief Financial Officer - Asia Pacific) and Peter John Milburn (Managing Director of Computershare).

2.2 Computershare Limited

Computershare Limited is the ultimate holding company of Computershare.

Computershare Limited is a global leader in share registration, employee equity plans, proxy solicitation and other specialised financial, governance and communication services. Many of the world's largest companies employ Computershare Limited's services to maximise the value of their relationships with investors, employees, customers and members. Established in Melbourne in 1978, Computershare Limited is the largest, and only global, share registry service. In the financial year ended 30 June 2007, Computershare Limited generated US\$1,404 million in revenue.

Computershare Limited has approximately 10,000 employees across the world and serves 14,000 corporations and 100 million shareholders and employee accounts in 17 countries across five continents. In Australia, Computershare Limited has offices located in Melbourne, Sydney, Brisbane, Perth and Adelaide, and employs more than 1,500 staff and serves approximately 1,400 clients.

The directors of Computershare Limited are Christopher John Morris, William Stuart Crosby, Penelope Jane MacLagan, Anthony Norman Wales, Dr. Markus Kerber, Simon Jones and Arthur Leslie Owen.

Information about Computershare Limited may also be obtained from Computershare Limited's website at www.computershare.com. Information contained in or otherwise accessible through this internet site is for your reference only and does not form part of this Bidder's Statement.

3. PROFILE OF QMT

3.1 Disclaimer

The information in this Section 3 in relation to QMT has been prepared based on a review of publicly available information (which has not been independently verified) and a limited due diligence review conducted by Computershare Limited in January/February 2008 which involved reviewing certain non-public information about QMT. Computershare does not make any representation or warranty, express or implied, as to the accuracy or completeness of such information.

The information on QMT in this Bidder's Statement should not be considered comprehensive.

Further information relating to QMT's business and its securities is included in QMT's Target's Statement which accompanies this Bidder's Statement.

3.2 Profile of QMT

QMT is an Australian based provider of essential mail and customer communication management services.

QMT was established in 1981 and listed on the ASX in 2005 as a provider of customer communication solutions specialising in the integrated delivery of print and electronic communications to some of Australia's largest organisations in the banking and finance, superannuation, insurance and government sectors. QMT is headquartered in Brisbane, and also has major businesses in Melbourne and Sydney, as well as access to production facilities in Adelaide, Perth and Auckland.

Operationally, QMT employs around 500 employees throughout Australia. Its operations include outbound communications (delivery of outsourced business communication services), inbound communications (document scanning, imaging and remittance processing), communications storage and access services (a framework for customers to store, manage, retrieve and distribute communications) and other services including print on demand, mail processing, warehousing and storage facilities.

3.3 Publicly available information

QMT has been listed on the ASX since November 2005 and is obliged to comply with the continuous disclosure requirements of the ASX. A substantial amount of information concerning QMT has previously been notified to the ASX. The information is available through the announcements page of the ASX website at www.asx.com.au.

Information about QMT, including copies of its financial statements, may also be obtained from QMT's website at www.qmtechnologies.com. Information contained in or otherwise accessible through this internet site is for your reference only and does not form part of this Bidder's Statement.

3.4 Review of QMT information by Computershare Limited

In January/February 2008, QMT provided Computershare Limited with certain non-public information about QMT under the terms of a confidentiality agreement, for the purposes of Computershare Limited conducting a limited due diligence review of that information. Except as disclosed in the Bidder's Statement, none of that information is, in Computershare Limited's opinion, material to a decision by a QMT Shareholder whether or not to accept the Offer.

3.5 QMT's issued securities

Please refer to Sections 7.6 and 7.7 of this Bidder's Statement for details of QMT's issued securities, Computershare's interest in those securities and Computershare's dealings in those securities.

The Offer extends to QMT Shares that are issued or otherwise come into existence during the period from the Register Date to the end of the Offer Period due to the conversion of, or exercise of rights attached to, QMT Options that are on issue at the Register Date.

Please also refer to Section 7.9 in relation to Computershare's treatment of QMT Options that are not eligible to be exercised during the Offer Period.

4. COMPUTERSHARE'S INTENTIONS IN RELATION TO QMT

4.1 Introduction

This Section sets out Computershare's intentions, on the basis of the facts and information concerning QMT which are known to Computershare and the existing circumstances affecting the business of QMT, in relation to:

- > the continuation of the business of QMT;
- > any major changes to be made to the business of QMT, including any redeployment of its fixed assets; and
- > the future employment of the present employees of QMT.

4.2 Pre-Offer review

Computershare has reviewed information that has been publicly released by QMT concerning its current activities and its plans for the future. Computershare has also had access to certain other non-public information concerning QMT and its businesses (see further Section 3.1) and the opportunity to have limited discussions with QMT in relation to its business. Computershare may have access to further non-public information concerning QMT and its businesses during the Offer Period. However, Computershare does not currently possess all material information necessary to assess the operational, commercial, taxation and financial implications of different integration and operating possibilities. Consequently, final decisions on these matters have not been made.

Following the close of the Offer, Computershare will conduct a full review of the operations, assets, structure and employees of QMT in light of the further information concerning the operations, assets, structure and employees of QMT that it expects will then be available to it. Final decisions will only be reached after that review and in light of all material facts and circumstances. Accordingly, statements set out in this Section are statements of current intention only, which may change as new information becomes available or circumstances change. The statements in this Section 4 should be read in this context.

4.3 Intentions for QMT as a wholly owned controlled entity

Computershare's intentions concerning the businesses, assets and employees of, and securities in, QMT are the same as the intentions of Computershare Limited as set out in this Section 4.3.

This Section 4.3 describes Computershare Limited's intentions if Computershare and its Associates acquire a relevant interest in 90% or more of the Shares, and so becomes entitled to proceed to compulsory acquisition of outstanding Shares in accordance with Part 6A.1 of the Corporations Act.

In that circumstance, Computershare Limited's current intentions are as follows.

(a) Corporate matters

Computershare Limited intends to:

- (i) proceed with compulsory acquisition of the outstanding Shares in accordance with the provisions of Part 6A.1 of the Corporations Act, including any QMT Shares which are issued as a result of the exercise of Options after the end of the Offer Period and in the six weeks after Computershare gives the compulsory acquisition notices;
- (ii) thereupon arrange for QMT to be removed from the official list of the ASX; and
- (iii) reconstitute the QMT Board with nominees of Computershare. Those nominees have not yet been identified by Computershare. A final decision on the selection of Computershare's nominees will be made in light of the circumstances at the relevant time.

(b) General operational review

If Computershare acquires all of the QMT Shares, Computershare Limited intends to conduct a thorough and broad-based general review of QMT's corporate structure, assets, businesses, personnel and operations. This review will apply quantitative and qualitative factors to measure performance and areas for improvement.

While Computershare Limited does not have any specific intentions in relation to this review or its outcomes, its current expectation is that the review will focus on identifying opportunities to realise costs savings and synergies in relation to:

- > minimising duplication in areas including corporate head office costs;
- > the common activities undertaken by Computershare and QMT which might allow, or result in, some consolidation, redeployment, disposal, and more effective utilisation of QMT's assets;
- > improving capital management through the implementation of common systems across the businesses of QMT and Computershare; and
- > consolidating premises in each of Sydney, Melbourne and Brisbane.

Computershare expects to achieve total synergies of approximately \$8 million per annum before the end of the third year of ownership, with one off restructuring costs of approximately \$10 million to be incurred in the integration process.

(c) **Impact on employees**

Computershare Limited views QMT's workforce as an important asset of its business and believes that QMT employees will benefit from:

- > the application of Computershare Limited's business and human resources systems; and
- > the advantages that are expected to flow from QMT having access to additional capital and being part of a larger enterprise.

If Computershare Limited acquires control of QMT, Computershare Limited intends to offer certain QMT executives senior management positions within the combined Computershare and QMT businesses. However, it is likely that the elimination of duplicated functions across the combined Computershare and QMT businesses will result in some positions becoming redundant. It would be Computershare Limited's intention to endeavour to identify suitable alternative roles for affected QMT employees. However, this may not be feasible in all cases. In those circumstances, the relevant QMT employees would receive redundancy payments and other benefits in accordance with their contractual and other legal entitlements.

Computershare Limited is not in a position at this time to determine how many QMT employees may be affected in this way, nor the full nature and timing of any such redundancies. Computershare Limited will not be in that position until it has conducted the detailed review referred to in Section 4.3(b).

4.4 Intentions for QMT as a part owned entity

As at the date of this Bidder's Statement, Computershare's current intention is to maintain the 90% minimum acceptance condition of its Offer. However, Computershare reserves its right to declare the Offer free from the 90% minimum acceptance condition (or any other condition) of the Offer.

This Section 4.4 describes Computershare's intentions if it were to declare the Offer free from the 90% minimum acceptance condition in circumstances where Computershare is not entitled to proceed to compulsory acquisition in accordance with Part 6A.1 of the Corporations Act.

Computershare's intentions in that circumstance are the same as the intentions of Computershare Limited, as set out in this Section 4.4.

(a) **Corporate matters**

After the end of the Offer Period, Computershare Limited intends:

- (i) (subject to the Corporations Act and the constitution of QMT) to seek to replace members of the QMT Board with nominees of Computershare Limited to reflect Computershare's ownership of QMT. Replacement board members have not yet been determined by Computershare Limited and their identity will depend on the circumstances at the relevant time; and
- (ii) to consider whether it is appropriate to maintain QMT's listing on the ASX, having regard to considerations such as the costs associated with maintaining that listing, Computershare's final level of ownership, the number of remaining shareholders in QMT and the level of trading in QMT Shares.

It is possible that, even if Computershare is not entitled to proceed to compulsory acquisition of minority holdings after the end of the Offer Period under Part 6A.1 of the Corporations Act, it may subsequently become entitled to exercise rights of general compulsory acquisition under Part 6A.2 of the Corporations Act, for example, as a result of acquisitions of Shares in reliance on the '3% creep' exception in item 9 of section 611 of the Corporations Act. If so, it intends to exercise those rights.

(b) **General operational review**

After the end of the Offer Period, Computershare intends to propose to the QMT Board that an immediate, broad-based review of QMT's operations be conducted on both a strategic and financial level, along similar lines to that described in Section 4.3(b).

Computershare intends, subject to the approval of the QMT Board, to participate in this review.

(c) **Dividend policy**

Computershare, through its nominees on the QMT Board, intends to review the dividend policy and capital structure of QMT. This review will consider QMT's needs to retain sufficient funds to meet its ongoing activities and requirements for additional capital and whether the capital structure is efficient and maximises shareholder value. All of these matters may affect the level of future dividends of QMT, if any.

(d) **Limitations on giving effect to intentions**

To the extent that QMT is not a wholly owned subsidiary of Computershare and there are minority shareholders of QMT, Computershare intends that the directors of QMT appointed by it will act at all times in accordance with their fiduciary duties and that all requisite shareholder approvals and other legal requirements are complied with in pursuing any of the intentions outlined above.

For example, the ability of Computershare to implement the intentions set out in this Section 4.4 may be subject to the requirements of the Corporations Act and the ASX Listing Rules relating to transactions between related parties. Those and other applicable requirements may require the approval of minority shareholders to the implementation of any particular objective.

The requirement of Computershare to have regard to those fiduciary duties in the context of QMT as a partially owned subsidiary and the possible requirement of approval by minority QMT Shareholders may prevent the achievement of any particular objective in this Section 4.4.

4.5 Intentions generally

Subject to the matters described above in this Section 4 and elsewhere in this Bidder's Statement and, in particular, the completion of the strategic review of QMT operations, it is the intention of Computershare, on the basis of the facts and information concerning QMT that are known to it and the existing circumstances affecting the assets and operations of QMT at the date of this Bidder's Statement, that:

- (a) the business of QMT will be conducted in substantially the same manner as at the date of this Bidder's Statement;
- (b) there will be no major changes to the business of QMT or the deployment of QMT's assets; and
- (c) the employment of QMT's present employees will be continued.

5. SOURCES OF CONSIDERATION

5.1 Total consideration

The consideration for the acquisition of the Shares to which the Offer relates will be satisfied by the payment of cash.

If acceptances are received for all Shares on issue as at the date of this Bidder's Statement (other than those Shares already held by Computershare) the amount of cash that Computershare would be required to pay under the Offer is approximately \$150.1 million.

Certain holders of QMT Options who are eligible to exercise their Options in accordance with their terms may elect to do so during the Offer Period. If all of those eligible Option holders elect to exercise their Options during the Offer Period and accept the Offer in respect of the Shares issued to them, Computershare would be required to pay an additional \$1.7 million.

In addition, certain other holders of QMT Options are not currently eligible to exercise their Options in accordance with their terms. Computershare will offer those Option holders \$3.40 cash per Option less the exercise price, as consideration for the transfer of their Options to Computershare, subject to the Offer becoming or being declared unconditional (see further Section 7.9). If those offers are accepted, Computershare would be required to pay an additional \$1.0 million.

Computershare has the capacity to pay the maximum cash amount (being approximately \$152.8 million) required under the Offer.

5.2 Sources of cash consideration

Funding for the Offer will be provided to Computershare by Computershare Limited and/or Computershare Finance Company Pty Limited (**Computershare Finance**), a Computershare Limited subsidiary. Computershare Limited and Computershare Finance have each entered into a deed poll for the benefit of Computershare under which Computershare Limited and Computershare Finance have each unconditionally and irrevocably agreed to provide Computershare with funds to the extent required to make payments under the Computershare Offer as and when those payments are due to be made. These funds will be provided in whatever form and manner Computershare requires.

Computershare Limited has cash reserves as at 31 January 2008 of US\$166 million.

Computershare Finance and Computershare Limited are parties to a US\$600,000,000 Multicurrency Revolving Facility provided by a consortium of four Australian and international lenders (**Facility**). The Facility is a revolving line of credit which Computershare Limited and Computershare Finance may use to assist Computershare in funding the Takeover Bid (along with other agreed purposes). The Facility is structured in two tranches as follows:

- (a) Tranche A - US\$160,000,000 maturing on 2 October 2008; and
- (b) Tranche B - US\$440,000,000 maturing on 4 October 2010.

As at 31 January 2008, the Facility was drawn to US\$504 million.

The existing cash reserves and funds available for drawdown under the Facility are together sufficient to fund the maximum cash consideration payable under the Offer of approximately \$152.8 million (this amount includes payment for any QMT Shares issued on exercise of any QMT Options during the Offer Period and for the private treaty acquisition of any QMT Options during the Offer Period, as referred to in Section 5.1).

The Computershare Offer is not subject to the availability of funding under the Facility or otherwise.

The material terms of the Facility are summarised in Section 5.3. Unless terminated earlier in accordance with the terms of the agreement, the commitment of the lenders to advance funds under Tranche B of the Facility will not terminate before 4 October 2010 (or in any event before the end of the Offer Period). Computershare Limited must repay all outstanding monies under the Facility to the lenders on termination of the Facility.

The conditions precedent to drawdown, the events of default, undertakings and representations and warranties applicable to and/or given in respect of the Facility, as the case may be, are considered by Computershare to be customary for borrowing arrangements of this nature. Computershare has a reasonable basis to expect that any ongoing conditions precedent to further drawdowns will be satisfied or waived if the Offer becomes unconditional. As at the date of this Bidder's Statement, there is no event of default subsisting that would entitle the lenders to terminate the Facility.

5.3 Material terms of the Facility

(a) **Conditions precedent to availability of funds**

In addition to those conditions precedent which Computershare considers to be procedural in nature and in the sole control of Computershare, the following conditions precedent must be satisfied or waived before funds can be drawn down under the Facility:

- (i) no event of default or potential event of default under the Facility occurring and continuing; and
- (ii) certain ongoing representations by Computershare Limited and members of the Computershare group are in all material respects correct and not misleading.

(b) **Events of default**

The events of default under the Facility include the following which are customary for finance facilities of this nature:

- (i) non payment of any amount due and payable under the Facility Agreement or any associated document;
- (ii) failure to comply with financial covenants or perform obligations;
- (iii) any representations or statements being incorrect in any material respect;
- (iv) cross default which is not remedied within any applicable grace or other period;
- (v) insolvency events or proceedings;
- (vi) a change of control in Computershare Limited or any of its subsidiaries;
- (vii) illegality or unenforceability of, or inability to perform, obligations under the Facility Agreement or any associated document; and
- (viii) the occurrence of events or circumstances that have or are likely to have a material adverse effect on the ability to perform or comply with obligations under the Facility Agreement or any associated document.

6. TAXATION CONSIDERATIONS

6.1 Introduction

The following is a general description of the Australian income and capital gains tax consequences to QMT Shareholders on disposing of their QMT Shares (through acceptance of the Offer) in return for cash consideration. The comments set out below are relevant only to those QMT Shareholders who hold their QMT Shares on capital account. These comments relate to QMT Shares only, and not to QMT Options or other rights held over QMT Shares.

Certain QMT Shareholders (such as those engaged in a business of trading or investment, those who acquired their QMT Shares for the purpose of resale at a profit or those which are banks, insurance companies, tax exempt organisations, superannuation funds, persons who are temporary residents for Australian tax purposes or persons who acquire their QMT Shares in respect of their employment with QMT) will or may be subject to special or different tax consequences peculiar to their circumstances.

QMT Shareholders who are not resident in Australia for tax purposes should also take into account the tax consequences, under the laws of their country of residence, as well as under Australian law, of the disposal of their QMT Shares under the Offer.

The following description is based upon taxation law and practice in effect as at the date of this Bidder's Statement. It is not intended to be an authoritative or complete statement or analysis of the taxation laws applicable to the particular circumstances of every QMT Shareholder. QMT Shareholders should seek independent professional advice regarding the taxation consequences of disposing of their QMT Shares in the light of their own particular circumstances.

6.2 Australian resident QMT Shareholders

Acceptance of the Offer will involve the disposal by QMT Shareholders of their QMT Shares, by way of transfer to Computershare. The disposal of QMT Shares will constitute a 'CGT event' for CGT purposes.

Australian resident QMT Shareholders may make a capital gain or capital loss on the disposal of their QMT Shares under the Offer.

Capital gains and capital losses of a taxpayer in a year of income are aggregated to determine whether there is a net capital gain. The net capital gain, after applying any carried forward capital losses, is included in the taxpayer's assessable income and is subject to income tax. The 'CGT Discount' may be available to reduce the taxable gain for certain QMT Shareholders (see further below).

Where a taxpayer generates a capital loss, those capital losses may only be offset against capital gains realised in the same income year or be carried forward to be offset against future capital gains.

A capital gain will arise if the capital proceeds (the amount of cash received as consideration for QMT Shares) exceed the cost base of the QMT Shares. A capital loss will arise where the capital proceeds are less than the cost base of the QMT Shares.

The cost base of QMT Shares is generally their cost of acquisition or deemed cost of acquisition. Certain other amounts associated with acquisition and disposal, such as brokerage or stamp duty, may be added to the cost base.

If a QMT Share was acquired (or deemed to be acquired) *at or before* 11.45am on 21 September 1999, the cost base may be indexed for inflation, by reference to changes in the Consumer Price Index from the calendar quarter in which the QMT Share was acquired (or deemed to be acquired) until the calendar quarter ended 30 September 1999. QMT Shareholders who are individuals, complying superannuation entities or trustees of a trust must make an election if they wish to rely on indexation. Companies will be entitled to include the indexation without making an election. Indexation adjustments are taken into account only for the purposes of calculating a capital gain, not a capital loss.

A QMT Shareholder who is an individual, complying superannuation entity or trustee of a trust, and who does not or cannot elect to adjust their cost base for indexation (as described above), may choose to claim a 'CGT Discount' if they acquired (or are deemed to have acquired) their QMT Shares 12 months or more before the time they accept the Offer. This means that:

- > in the case of an individual and a trust, only one-half of their net capital gain on those shares (after deducting available capital losses) will be taxable; and
- > in the case of a complying superannuation entity, only two-thirds of their net capital gain on those shares (after deducting available capital losses) will be taxable.

No 'CGT Discount' is available for companies.

In relation to QMT Shareholders that are trusts, where no beneficiaries are presently entitled to the net income of the trust, the trustee will be assessable on the net income of the trust, which will generally include the full amount of any capital gain in respect of the disposal of QMT Shares.

Where beneficiaries are presently entitled and the net capital gain for the trust has been determined with the benefit of the 50% discount (refer above), upon distribution by the trustee the net capital gain would be grossed up to 100% in the hands of beneficiaries. Beneficiaries that are individuals or complying superannuation funds should then be entitled to the 50% 'CGT Discount' for individuals and 33.33% 'CGT Discount' for complying superannuation funds in respect of the disposal of the QMT Shares by the trust. Beneficiaries that are companies are not entitled to the 'CGT Discount'.

QMT Shareholders that are trusts should obtain specific tax advice as to whether they are entitled to obtain the benefit of the 50% 'CGT Discount' and in relation to the tax consequences of distributions attributable to discounted capital gains.

Whether it is better for any given QMT Shareholder to make the indexation election or not will depend upon the particular QMT Shareholder's individual circumstances, including the cost base of their QMT Shares and whether the QMT Shareholder has any available losses. QMT Shareholders should consult their own tax advisers in this regard.

6.3 Non-Australian resident QMT Shareholders

(a) Disposal of QMT Shares held on revenue account

Gains or losses realised by shareholders that hold their shares on revenue account may be assessable or deductible as ordinary income if the income has an Australian source, subject to the provisions of any relevant double tax agreement between Australia and the country of residence of the shareholder.

(b) CGT on disposal of QMT Shares

Generally, a QMT shareholder who is not a resident for Australian tax purposes and who holds their QMT Shares on capital account, will not be subject to CGT on the disposal of their QMT Shares unless, broadly:

- (i) that shareholder, (either alone or together with its associates) owned or had an option or right to acquire, at the time of disposal or for any continuous 12 month period within two years preceding the disposal, 10 per cent or more of QMT Shares during the 2 years immediately preceding the disposal; and
- (ii) more than 50 per cent of QMT's assets (calculated by value) are direct or indirect interests in taxable Australian real property.

A shareholder that satisfies these criteria may be affected by any double tax agreement between Australia and the QMT Shareholder's country of residence.

6.4 Stamp duty and GST

Computershare will pay the stamp duty (if any) payable in Australia on the transfers of QMT Shares under the Offer. No GST will be payable on such transfers, except that GST will be payable on any fees or charges that a Controlling Participant (in respect of QMT Shares in a CHESS Holding) or a broker, bank, custodian or other nominee (in respect of QMT Shares held for a separate beneficial owner) may charge in connection with acceptance of the Offer.

7. ADDITIONAL INFORMATION

7.1 Date for determining holders of Shares

For the purposes of section 633 of the Corporations Act, the date for determining the people to whom information is to be sent under items 6 and 12 of subsection 633(1) is the Register Date.

7.2 ACCC

Section 50 of the *Trade Practices Act 1974* (Cth) prohibits any acquisition of shares that has, or is likely to have, the effect of substantially lessening competition in a substantial market in Australia. The ACCC is responsible for administering the *Trade Practices Act 1974* (Cth).

Neither Computershare nor Computershare Limited is required to lodge any formal notification with the ACCC in relation to the Offer. Nevertheless, the Offer is subject to the approval or non-objection of the ACCC (see Section 8.7(b)). Computershare has made a submission to the ACCC as to the likely effect of the proposed merger of Computershare and QMT (to be effected by the Offer), and will seek confirmation from the ACCC that it will not seek to intervene in respect of the proposed merger.

Computershare Limited is confident that the Offer does not raise substantive competition concerns in Australia, and is not aware of any reason why the ACCC confirmation would not be given (and therefore why the ACCC condition of the Offer described above would not be satisfied) in due course.

7.3 Consents

This Bidder's Statement includes statements which are made in, or based on statements made in, documents lodged with ASIC or given to the ASX. Under the terms of ASIC Class Order 01/1543, the parties making those statements are not required to consent to, and have not consented to, inclusion of those statements in this Bidder's Statement. If you would like to receive a copy of any of those documents, or the relevant parts of the documents containing the statements, (free of charge), during the Offer Period, please call the Computershare Offer Information Line on 1300 798 295 (for callers within Australia) or + 61 3 9415 4612 (for callers outside Australia), Monday to Friday between 9.00am and 5.00pm (Melbourne time).

In addition, as permitted by ASIC Class Order 03/635, this Bidder's Statement may include or be accompanied by certain statements:

- (a) fairly representing a statement by an official person; or
- (b) from a public official document or a published book, journal or comparable publication.

UBS AG, Australia branch (**UBS**) has given before the date of this Bidder's Statement, and has not withdrawn, its consent to being named in this Bidder's Statement as financial adviser to Computershare. UBS takes no responsibility for any part of this Bidder's Statement other than any reference to its name.

Minter Ellison has given before the date of this Bidder's Statement, and has not withdrawn, its consent to being named in this Bidder's Statement as legal adviser to Computershare. Minter Ellison takes no responsibility for any part of this Bidder's Statement other than any reference to its name.

QMT has given before the date of this Bidder's Statement, and has not withdrawn, its consent to the inclusion of the statement in reason 4 'Why you Should Accept the Computershare Offer' that, as at 19 February 2008, it is not aware of any party intending to make an offer for QMT Shares which is higher than the Computershare Offer.

7.4 Social security and superannuation implications of the Computershare Offer

Acceptance of the Computershare Offer may have implications under your superannuation arrangements or on your social security entitlements. If in any doubt, you should seek specialist advice.

7.5 Implementation Agreement

The Implementation Agreement is between Computershare Limited and QMT in relation to the Takeover Bid.

(a) Obligations of the parties regarding conditions

Under the terms of the Implementation Agreement, both QMT and Computershare Limited must, to the extent it is within the relevant party's power or control, use all reasonable endeavours to satisfy the conditions of the Computershare Offer as soon as practicable after the date of the Implementation Agreement. Each party also agrees not to do or omit to do anything which will, or is likely to, result in a breach of any of the Offer conditions.

Each party must keep the other promptly and reasonably informed of the steps it has taken and of its progress towards satisfaction of the conditions of the Computershare Offer and must promptly notify the other in writing if it becomes aware that any such condition has been satisfied. If any event occurs or becomes apparent which would cause any of the conditions to the Computershare Offer to be breached or prevent or unreasonably delay their satisfaction, QMT or Computershare Limited must, to the extent such information is within the relevant party's actual knowledge, immediately notify the other party of the event.

(b) **No Solicitation**

From the date of the Implementation Agreement to the end of the Offer Period (**Exclusivity Period**), QMT must not and must use its best endeavours to ensure that its Directors and representatives (each a **Relevant Person**) do not, directly or indirectly:

- (i) solicit or initiate any inquiry, expression of interest, offer or proposal or discussions by any person to make a Competing Proposal;
- (ii) communicate to any person an intention to do any of the things referred to above;
- (iii) knowingly encourage (including by the provision of non public information) any inquiry, expression of interest, offer or proposal or discussions by any person to make a Competing Proposal;
- (iv) participate in any negotiations or discussions or provide any information to any person with respect to any inquiry, expression of interest, offer or proposal by any person to make a Competing Proposal;
- (v) accept or enter into, or offer to accept or enter into, any agreement, arrangement or understanding regarding a Competing Proposal; or
- (vi) disclose any information about the business or affairs of QMT to a third party (other than a Government Agency) other than:
 - (A) in the ordinary course of ordinary business;
 - (B) as required by law;
 - (C) under QMT's existing contractual obligations; or
 - (D) in the ordinary course of making normal presentations to brokers, portfolio investors and analysts.

However, paragraphs (iv), (v) and (vi) do not prohibit any action or inaction by QMT or any Relevant Person if compliance with the relevant clause would, in the opinion of the Board reasonably formed in good faith in reliance on specific written legal advice, be likely to constitute a breach of any of the Relevant Duties of the Directors. In addition, this carve out does not apply if any negotiation, discussion, arrangement, understanding, agreement or other conduct or dealing between QMT and a third party contemplated by paragraphs (iv), (v) and (vi) is facilitated by or as a result of a breach of paragraphs (i), (ii) or (iii).

QMT and each Relevant Person must cease any existing discussions or negotiations relating to:

- (i) any Competing Proposal; or
- (ii) any transaction that may reduce the likelihood of the success of the Takeover Bid.

During the Exclusivity Period, QMT must immediately notify Computershare Limited in writing of:

- (i) any approach, inquiry or proposal made to, or any attempt to initiate discussions or negotiations with QMT or any Relevant Person, regarding a potential Competing Proposal (whether solicited or not); and
- (ii) any request for information relating to QMT or any of its Related Entities or any of their businesses or operations or any request for access to QMT's books or records or those of any of its Related Entities, which QMT has reasonable grounds to suspect may relate to a current or future Competing Proposal.

Any notice provided by QMT must include material terms of the Competing Proposal.

However, QMT is not required to notify Computershare Limited in the above circumstances if to do so would, in the opinion of the Board reasonably formed in good faith in reliance on specific written legal advice, be likely to constitute a breach of any of the Relevant Duties of the Directors.

QMT will not be obliged to comply with the exclusivity arrangements set out above to the extent that a court or the Takeovers Panel determines that they:

- (i) constituted, constitute or would constitute, a breach of the Relevant Duties of the Board or QMT;
- (ii) constituted, constitute or would constitute, unacceptable circumstances within the meaning of the Corporations Act; or
- (iii) were, are or would be, unlawful for any other reason.

QMT's obligations under the exclusivity arrangements set out above cease if:

- (i) Computershare Limited or its nominated bidder (Computershare) fails to make offers pursuant to an off market takeover bid under Chapter 6 of the Corporations Act to acquire all Shares on terms not substantially less favourable to Shareholders than the terms set out in Section 8 of this Bidder's Statement;
- (ii) Computershare withdraws the Takeover Bid after the Takeover Bid is made; or
- (iii) the Takeover Bid closes.

(c) **Termination**

The Implementation Agreement may be terminated by either party by immediate notice to the other party if at any time after the Announcement Date and prior to the expiry of the Offer Period:

- (i) any Director changes their positive recommendation in relation to the Takeover Bid;
- (ii) the other party is in material breach of the agreement and, to the extent that the breach is capable of remedy, that breach is not remedied within 10 Business Days of receipt of the first party's notice of the details of the breach and its intention to terminate;
- (iii) a representation or warranty given by the other party under the agreement is or becomes untrue in any material respect;
- (iv) a court or Governmental Agency has issued an order, decree or ruling or taken other action which permanently restrains or prohibits the Takeover Bid and such action is final and cannot be appealed or the party, acting reasonably, believes there is no realistic prospects of a successful appeal;
- (v) the expiry of the Offer Period under the Takeover Bid; or
- (vi) Computershare withdraws the Takeover Bid for any reason including non-satisfaction of an Offer condition.

(d) **Break fees**

QMT must pay Computershare Limited a break fee of \$1,530,000 (excluding GST) if at any time after the date of this announcement either:

- (i) any Director withdraws or changes their recommendation that Shareholders accept the Offer made to them under the Takeover Bid, including due to the Directors or any of them recommending a Superior Proposal;
- (ii) a Bid Condition is breached or not fulfilled and that breach or non-fulfilment is materially contributed to by any action or inaction of QMT;
- (iii) QMT is in breach of any of its obligations under the Implementation Agreement and, to the extent that the breach is capable of remedy, that breach is not remedied by QMT within 10 Business Days of receiving written notice from Computershare Limited identifying the breach. The parties acknowledge that any breach of the exclusivity arrangements set out in Section 7.5(b) of this Bidder's Statement are not capable of remedy;
- (iv) QMT is in breach of any of the representations and warranties provided by it under the Implementation Agreement; or
- (v) the proponent of a Competing Proposal acquires voting power of more than 50% in QMT.

Computershare Limited must pay QMT a break fee of \$1,530,000 (excluding GST) if, at any time after 6 February 2008, Computershare Limited is in breach of its obligations under the Implementation Agreement and, to the extent that the breach is capable of remedy, that breach is not remedied by Computershare Limited within 10 Business Days of receiving written notice from QMT identifying the breach.

If a party is obliged to pay the break fee to the other party, it must do so within 5 Business Days of receipt of a demand from the other party for the payment of that fee.

To the extent that a court of the Takeovers Panel determines that any obligation of a party (**Relevant Party**):

- (i) constituted, constitute or would constitute, a breach of the fiduciary duties or statutory duties of a director of the Relevant Party;
- (ii) constituted, constitute or would constitute, unacceptable circumstances within the meaning of the Corporations Act; or
- (iii) was, is or would be, unlawful for any other reason,

the Relevant Party will not be required to pay the Break Fee.

7.6 Computershare's interest in QMT Shares

(a) QMT's issued securities

According to documents lodged by QMT with the ASX, the total number of securities in each class of securities of QMT is:

Class of security	Number on issue	Relevant interest of Bidder in securities immediately before first Offer sent
Ordinary shares	45,149,999	1,000,000 (2.21%)
Unlisted employee options	A total of 1,400,001 held by certain Directors and senior management of QMT issued in the following tranches: > 886,667 (expiring November 2010 with an exercise price of \$2.00) > 58,334 (expiring March 2011 with an exercise price of \$2.27) > 165,000 (expiring November 2012 with an exercise price of \$2.51) > 290,000 (expiring February 2013 with an exercise price of \$2.51)	nil

(b) Voting power

As at the date of this Bidder's Statement, Computershare's voting power in QMT is 2.21%.

As at the Offer Date, Computershare's voting power in QMT is 2.21%.

(c) Total number of QMT Shares

If all QMT Options on issue on the date of this Bidder's Statement that are exercisable during the Offer Period were converted into QMT Shares, the total number of QMT Shares that would have been on issue on the date of this Offer is 45,638,333.

7.7 Computershare's dealings in QMT Shares

(a) Consideration in previous four months

During the four months before each of:

- (i) the date of this Bidder's Statement; and
- (ii) the Offer Date,

Computershare and its Associates provided or agreed to provide consideration for the following QMT Shares through the following on-market transactions:

Date	Number of QMT Shares	Average consideration per QMT Share
29 November 2007	500,000	\$2.90479
5 December 2007	500,000	\$2.90479

(b) No benefits given, offered or agreed

Other than as described in Section 7.9, during the four months before each of:

- (i) the date of this Bidder's Statement; and
- (ii) the Offer Date,

neither Computershare nor an Associate gave, offered to give or agreed to give a benefit to another person that was likely to induce the other person or an associate to:

- (i) accept an offer under the Takeover Bid; or
- (ii) dispose of securities in the bid class,

that was not offered to all holders of securities in the bid class.

7.8 No agreements with QMT Directors

There is no agreement between Computershare or its Associates and a Director or another officer of QMT in connection with or conditional on the outcome of the Computershare Offer.

7.9 Effect of the Computershare Offer on Options

The Computershare Offer extends to new Shares that are issued on the exercise of Options during the period from the Register Date to the end of the Offer Period.

Under the terms of the Implementation Agreement, Computershare will make a private treaty offer complying with Division 5A of Part 7.9 of the Corporations Act to all holders of QMT Options. Computershare will offer to acquire all Options for \$3.40 cash per Option (being an amount equal to Offer Price) less the exercise price of the Option at the date of the Offer, subject to the Takeover Bid becoming or being declared unconditional. If the Offer Price is increased, the holder of the Options will also be entitled to that increase. The Offer Price of \$3.40 per QMT Share is final, in the absence of a competing proposal.

Computershare has applied to ASIC for a modification of section 623 of the Corporations Act to permit these private treaty offers to be made (please refer to Section 7.10 for further details). Instead of accepting this private treaty offer, certain holders of QMT Options will be eligible to exercise their Options during the Offer Period and to accept the Offer for the Shares issued to them on exercise of those Options.

7.10 Details of ASIC relief sought or obtained by Computershare

Computershare has applied to ASIC for a modification of section 623 of the Corporations Act that would make it clear that the private treaty offers to Option holders described in Section 7.9 do not constitute the giving of a benefit that may otherwise be prohibited by that section. If ASIC does not grant Computershare the requested modification, Computershare will:

- (a) make a takeover bid under Chapter 6 of the Corporations Act to acquire all of the Options on terms not substantially less favourable to Option holders than the terms contemplated by the private treaty offers in Section 7.9; or
- (b) compulsorily acquire the Options under Chapter 6A of the Corporations Act (if entitled to do so) on terms not substantially less favourable to Option holders than the terms contemplated by the private treaty offers in Section 7.9.

7.11 Other material information

Except as disclosed elsewhere in this Bidder's Statement, there is no other information that is:

- (a) material to the making of a decision by a QMT Shareholder whether or not to accept the Computershare Offer; and
- (b) known to Computershare,

which has not previously been disclosed to QMT Shareholders.

8. THE TERMS AND CONDITIONS OF THE OFFER

8.1 Offer

- (a) Computershare offers to acquire all of Your Shares on and subject to the terms and conditions set out in this Section 8 of this Bidder's Statement.
- (b) The consideration under the Offer is \$3.40 cash per QMT Share.
- (c) By accepting the Offer, you undertake to transfer to Computershare not only the Shares to which the Offer relates, but also all Rights attached to those Shares (see Section 8.5(c)(v) and Section 8.6(c)).
- (d) This Offer is being made to each person registered as the holder of Shares in the register of QMT Shareholders at 7:00pm (Melbourne time) on the Register Date. It also extends to:
 - (i) holders of securities that come to be QMT Shareholders during the period from the Register Date to the end of the Offer Period due to the conversion of, or exercise of rights conferred by, such securities and which are on issue as at the Register Date; and
 - (ii) any person who becomes registered, or entitled to be registered, as the holder of Your Shares during the Offer Period.
- (e) If, at the time the Offer is made to you, or at any time during the Offer Period, another person is, or is entitled to be, registered as the holder of some or all of Your Shares then:
 - (i) a corresponding offer on the same terms and conditions as this Offer will be deemed to have been made to that other person in respect of those Shares;
 - (ii) a corresponding offer on the same terms and conditions as this Offer will be deemed to have been made to you in respect of any other Shares you hold to which the Offer relates; and
 - (iii) this Offer will be deemed to have been withdrawn immediately at that time.
- (f) If, at any time during the Offer Period, you are registered or entitled to be registered as the holder of one or more parcels of Shares as trustee or nominee for, or otherwise on account of, another person, you may accept as if a separate Offer on the same terms and conditions as this Offer had been made in relation to each of those parcels and any parcel you hold in your own right. To validly accept the offer for each parcel, you must comply with the procedure in subsection 653B(3) of the Corporations Act.

If, for the purposes of complying with that procedure, you require additional copies of this Bidder's Statement and/or the Acceptance Form, please call the Computershare Offer Information Line on 1300 798 295 (for callers within Australia) or +61 3 9415 4612 (for callers outside Australia).
- (g) If Your Shares are registered in the name of a broker, investment dealer, bank, trust company or other nominee, you should contact that party for assistance in accepting the Offer.
- (h) The Offer is dated 22 February 2008.

8.2 Offer Period

- (a) Unless withdrawn, the Offer will remain open for acceptance during the period commencing on the date of this Offer and ending at 7:00pm (Melbourne time) on the later of:
 - (i) 26 March 2008; and
 - (ii) any date to which the Offer Period is extended.
- (b) Computershare reserves the right, exercisable in its sole discretion, to extend the Offer Period in accordance with the Corporations Act.
- (c) If, within the last seven days of the Offer Period, either of the following events occur:
 - (i) the Offer is varied to improve the consideration offered (noting, however, that Computershare has stated that the Offer Price is final in the absence of a competing proposal); or
 - (ii) Computershare's voting power in QMT increases to more than 50%,the Offer Period will be automatically extended so that it ends 14 days after the relevant event in accordance with section 624(2) of the Corporations Act.

8.3 How to accept this Offer

(a) **General**

- (i) Subject to Section 8.1(e) and Section 8.1(f), you may accept this Offer only for all of Your Shares.
- (ii) You may accept this Offer at any time during the Offer Period.

(b) **Issuer sponsored holdings**

To accept this Offer for Shares held in your name on QMT's issuer sponsored sub register (in which case your Securityholder Reference Number will commence with an 'I'), you must:

- (i) complete and sign the Acceptance Form in accordance with the terms of this Offer and the instructions on the Acceptance Form; and
- (ii) ensure that the Acceptance Form (including any documents required by the terms of this Offer and the instructions on the Acceptance Form) is received before the end of the Offer Period, at the address shown on the Acceptance Form.

(c) **CHESS Holdings**

- (i) If Your Shares are held in a CHESS Holding (in which case your Holder Identification Number will commence with an 'X'), and you are not a Participant, to accept this Offer, you should instruct your broker or Controlling Participant (for QMT Shareholders who are not institutions, this is normally the stockbroker either through whom you bought Your Shares or through whom you ordinarily acquire shares on the ASX) to initiate acceptance of this Offer on your behalf in accordance with Rule 14.14 of the ASTC Settlement Rules before the end of the Offer Period.
- (ii) If Your Shares are held in a CHESS Holding (in which case your Holder Identification Number will commence with an 'X') and you are a Participant, you should initiate acceptance of this Offer in accordance with rule 14.14 of the ASTC Settlement Rules before the end of the Offer Period.
- (iii) Alternatively, to accept this Offer for Your Shares held in a CHESS Holding (in which case your Holder Identification Number will commence with 'X'), you may sign and complete the Acceptance Form in accordance with the terms of this Offer and the instructions on the Acceptance Form and ensure that it (including any documents required by the terms of this Offer and the instructions on the Acceptance Form) is received before the end of the Offer Period, at the address shown on the Acceptance Form.
- (iv) If Your Shares are held in a CHESS Holding (in which case your Holder Identification Number will commence with an 'X') you must comply with any other applicable ASTC Settlement Rules.

8.4 Validity of acceptances

- (a) Subject to this Section 8.4, your acceptance of the Offer will not be valid unless it is made in accordance with the procedures set out in Section 8.3.
- (b) Computershare will determine, in its sole discretion, all questions as to the form of documents, eligibility to accept the Offer and time of receipt of an acceptance of the Offer. Computershare is not required to communicate with you prior to making this determination. The determination of Computershare will be final and binding on all parties.
- (c) Despite Sections 8.3(b) and 8.3(c), Computershare may, in its sole discretion, at any time and without further communication to you, deem any Acceptance Form it receives to be a valid acceptance in respect of Your Shares, even if a requirement for acceptance has not been complied with, however the payment of the consideration in accordance with the Offer may be delayed until any irregularity has been resolved or waived and any other documents required to procure registration have been received by Computershare.
- (d) Where you have satisfied the requirements for acceptance in respect of only some of Your Shares, Computershare may, in its sole discretion, regard the Offer to be accepted in respect of those of Your Shares but not the remainder.
- (e) Computershare will provide the consideration to you in accordance with Section 8.6 in respect of any part of an acceptance determined by Computershare to be valid.
- (f) If any Shares delivered by you are not exchanged for cash for any reason under the terms and conditions of this Offer, they will be returned to you (at your risk) as promptly as practicable following the expiration or withdrawal of this Offer. In such case, Computershare will return, at your risk, your Acceptance Form together with any other documents forwarded by you, to your address as shown on the Acceptance Form or such other address as you may notify Computershare in writing.

8.5 The effect of acceptance

- (a) Once you have accepted this Offer, you will be unable to revoke your acceptance, the contract resulting from your acceptance will be binding on you and you will be unable to withdraw Your Shares from the Offer or otherwise dispose of Your Shares, except as follows:
 - (i) if, by the relevant times specified in Section 8.5(b), the conditions in Section 8 have not all been fulfilled or freed, this Offer will automatically terminate and Your Shares will be returned to you; or
 - (ii) if the Offer Period is extended for more than one month and, at the time, this Offer is subject to one or more of the conditions in Section 8, you may be able to withdraw your acceptance and Your Shares in accordance with section 650E of the Corporations Act. A notice will be sent to you at the time explaining your rights in this regard.
- (b) The relevant times for the purposes of Section 8.5(a)(i) are:
 - (i) in relation to the conditions in Section 8.7(h), the end of the third Business Day after the end of the Offer Period; and
 - (ii) in relation to all other conditions in Section 8.7, the end of the Offer Period.
- (c) By signing and returning the Acceptance Form, or otherwise accepting this Offer under Section 8.3, you will be deemed to have:
 - (i) accepted this Offer (and any variation of it) in respect of, and, subject to all of the conditions to this Offer in Section 8 being fulfilled or freed, agreed to transfer to Computershare, Your Shares (even if the number of Shares specified on the Acceptance Form differs from the number of Your Shares), subject to Section 8.1(e) and Section 8.1(f);
 - (ii) represented and warranted to Computershare, as a fundamental condition going to the essence of the contract resulting from your acceptance, that at the time of acceptance, and the time the transfer of Your Shares (including any Rights) to Computershare is registered, that all Your Shares are and will be free from all mortgages, charges, liens, encumbrances and adverse interests of any nature (whether legal or otherwise) and free from restrictions on transfer of any nature (whether legal or otherwise), that you have full power and capacity to accept this Offer and to sell and transfer the legal and beneficial ownership in Your Shares (including any Rights) to Computershare, and that you have paid to QMT all amounts which at the time of acceptance have fallen due for payment to QMT in respect of Your Shares;
 - (iii) irrevocably authorised Computershare (and any director, secretary, agent or nominee of Computershare) to alter the Acceptance Form on your behalf by inserting correct details of Your Shares, filling in any blanks remaining on the form and rectifying any errors or omissions as may be considered necessary by Computershare to make it an effective acceptance of this Offer or to enable registration of Your Shares in the name of Computershare;
 - (iv) if you signed the Acceptance Form in respect of Shares which are held in a CHESS Holding, irrevocably authorised Computershare (or any director, secretary, agent or nominee of Computershare) to:
 - (A) instruct your Controlling Participant to initiate acceptance of this Offer in respect of Your Shares in accordance with Rule 14.14 of the ASTC Settlement Rules; and
 - (B) give any other instructions in relation to Your Shares to your Controlling Participant, as determined by Computershare acting in its own interests as a beneficial owner and intended registered holder of those Shares;
 - (v) irrevocably authorised and directed QMT to pay to Computershare, or to account to Computershare for, all Rights in respect of Your Shares, subject, if this Offer is withdrawn, to Computershare accounting to you for any such Rights received by Computershare;
 - (vi) irrevocably authorised Computershare to notify QMT on your behalf that your place of address for the purpose of serving notices upon you in respect of Your Shares is the address specified by Computershare in the notification;
 - (vii) with effect from the date on which all the conditions to this Offer in Section 8 have been fulfilled or freed:
 - (A) irrevocably appointed Computershare (and any director, secretary or nominee of Computershare) severally from time to time as your true and lawful attorney to exercise all your powers and rights in relation to Your Shares, including (without limitation) powers and rights to requisition, convene, attend and vote in person, by proxy or by body corporate representative, at all general meetings of QMT and to request QMT to register, in the name of Computershare or its nominee, Your Shares, as appropriate, with full power of substitution (such power of attorney, being coupled with an interest, being irrevocable); and
 - (B) agreed not to attend or vote in person, by proxy or by body corporate representative at any general meeting of QMT or to exercise or purport to exercise any of the powers and rights conferred on Computershare (and its directors, secretaries and nominees) in Section 8.5(c)(vii)(A);
 - (viii) agreed that in exercising the powers and rights conferred by the powers of attorney granted under Section 8.5(c)(vii)(A), the attorney will be entitled to act in the interests of Computershare as the beneficial owner and intended registered holder of Your Shares;

- (ix) agreed to do all such acts, matters and things that Computershare may require to give effect to the matters the subject of this Section 8.5(c) (including the execution of a written form of proxy to the same effect as this Section 8.5(c) which complies in all respects with the requirements of the constitution of QMT if requested by Computershare);
 - (x) agreed to indemnify Computershare in respect of any claim or action against it or any loss, damage or liability whatsoever incurred by it as a result of you not producing your Holder Identification Number or Securityholder Reference Number or in consequence of the transfer of Your Shares to Computershare being registered by QMT without production of your Holder Identification Number or your Securityholder Reference Number for Your Shares;
 - (xi) represented and warranted to Computershare that, unless you have notified it in accordance with Section 8.1(f), Your Shares do not consist of separate parcels of Shares;
 - (xii) irrevocably authorised Computershare (and any nominee) to transmit a message in accordance with Rule 14.17 of the ASTC Settlement Rules to transfer Your Shares to Computershare's takeover transferee holding, regardless of whether it has paid the consideration due to you under this Offer; and
 - (xiii) agreed, subject to the conditions of this Offer in Section 8.7 being fulfilled or freed, to execute all such documents, transfers and assurances, and do all such acts, matters and things that Computershare may consider necessary or desirable to convey Your Shares registered in your name and Rights to Computershare.
- (d) The undertakings and authorities referred to in Section 8.5(c) will remain in force after you receive the consideration for Your Shares and after Computershare becomes registered as the holder of Your Shares.

8.6 Provision of consideration

- (a) Subject to Section 8.4(b), this Section 8.6, and the Corporations Act, Computershare will provide the consideration due to you for Your Shares on or before the earlier of:
 - (i) one month after the date of your acceptance or, if this Offer is subject to a defeating condition when you accept this Offer, within one month after this Offer becomes unconditional; and
 - (ii) 21 days after the end of the Offer Period.
- (b) Where the Acceptance Form requires an additional document to be delivered with your Acceptance Form (such as a power of attorney):
 - (i) if that document is given with your Acceptance Form, Computershare will provide the consideration in accordance with Section 8.6(a);
 - (ii) if that document is given after your Acceptance Form and before the end of the Offer Period while this Offer is subject to a defeating condition, Computershare will provide the consideration due to you on or before the earlier of:
 - (A) one month after this Offer becomes unconditional; and
 - (B) 21 days after the end of the Offer Period;
 - (iii) if that document is given after your Acceptance Form and before the end of the Offer Period while this Offer is not subject to a defeating condition, Computershare will provide the consideration due to you on or before the earlier of:
 - (A) one month after that document is given; and
 - (B) 21 days after the end of this Offer Period; and
 - (iv) if that document is given after the end of the Offer Period, and the Offer is not subject to a defeating condition, Computershare will provide the consideration within 21 days after that document is delivered. However, if at the time the document is given, the Offer is still subject to a defeating condition that relates only to the happening of an event or circumstance referred to in subsection 652C(1) or (2) of the Corporations Act, Computershare will provide the consideration due to you within 21 days after the Offer becomes unconditional.
- (c) If you accept this Offer, Computershare is entitled to all Rights in respect of Your Shares. Computershare may require you to provide all documents necessary to vest title to those Rights in Computershare, or otherwise to give it the benefit or value of those Rights. If you do not give those documents to Computershare, or if you have received the benefit of those Rights, Computershare will deduct from the consideration otherwise due to you the amount (or value, as reasonably assessed by Computershare) of those Rights, together with the value (as reasonably assessed by Computershare) of the franking credits, if any, attached to the Rights.
- (d) Payment of any cash amount to which you are entitled under the Offer will be made by cheque in Australian currency. Cheques will be posted to you at your risk by ordinary mail (or, in the case of overseas shareholders, by airmail) to the address as shown on your Acceptance Form.

(e) If at the time you accept the Offer any of the following:

- (i) the Banking (Foreign) Exchange Regulations 1959 (Cth);
- (ii) the Charter of the United Nations (Terrorism and Dealing with Assets) Regulations 2002 (Cth);
- (iii) the Charter of the United Nations (Sanctions – Afghanistan) Regulations 2001 (Cth);
- (iv) the Iraq (Reconstruction and Repeal of Sanctions) Regulations 2003 (Cth); or
- (v) any other law of Australia,

require that an authority, clearance or approval of the Reserve Bank of Australia, the Australian Taxation Office or any other government authority be obtained before you receive any consideration for Your Shares, or would make it unlawful for Computershare to provide any consideration to you for Your Shares, you will not be entitled to receive any consideration for Your Shares until all requisite authorities, clearances or approvals have been received by Computershare.

As far as Computershare is aware, as at the date of this Bidder's Statement, the persons to whom this Section 8.6(e) will apply are:

- (i) prescribed supporters of the former government of Yugoslavia;
- (ii) ministers and senior officials of the Government of Zimbabwe;
- (iii) persons associated with the former government of Iraq (including senior officials, immediate family members of senior officials, or any entities controlled by any of those persons);
- (iv) Osama bin Laden;
- (v) the Taliban;
- (vi) members of the Al-Qaeda organisation; and
- (vii) a person named in the list maintained under paragraph 2 of Resolution 1390 of the Security Council of the United Nations.

8.7 Conditions of this Offer

Subject to Section 8.8(a), the completion of this Offer and any contract that results from an acceptance of this Offer, are subject to the fulfilment of the conditions set out below:

- (a) **(Minimum acceptance condition)** Before the end of the Offer Period, Computershare and its Associates have relevant interests in at least 90% (by number) of all Shares.
- (b) **(ACCC)** Before the end of the Offer Period, Computershare Limited or Computershare has received a written notice from the ACCC stating, or stating to the effect, that:
 - (i) the ACCC does not propose to intervene or seek to prevent the acquisition of QMT Shares under the Takeover Bid pursuant to the *Trade Practices Act 1974* (Cth); and
 - (ii) the ACCC does not seek to impose conditions on the Computershare Offer or require undertakings from Computershare (or any Related Entity of Computershare) in relation to the Takeover Bid.
- (c) **(Regulatory approvals)** Before the end of the Offer Period, Computershare receives Regulatory Approvals:
 - (i) that are necessary to permit the Offer to be lawfully made to, and accepted by, Shareholders; or
 - (ii) that are required as a result of the Offer or the successful acquisition of Shares under the Offer and are necessary for the continued operation of the business of QMT, substantially on the same terms as that business is conducted as at the date of the Offer,

in each case on an unconditional basis or on the basis of conditions that impose only non-material requirements incidental to the Regulatory Approval, and, at the end of the Offer Period, all of those Regulatory Approvals remain in full force and effect in all respects and are not subject to any notice or indication of intention to revoke, suspend, restrict, modify or not renew those Regulatory Approvals.

As at the date of this Bidder's Statement, Computershare is not aware of any Regulatory Approvals in the terms expressed above that are applicable.

(d) **(No regulatory actions)** Between the Announcement Date and the end of the Offer Period (each inclusive):

- (i) there is not in effect any preliminary or final decision, order or decree issued by a Government Agency;
- (ii) no action or investigation is announced, commenced or threatened by any Government Agency; and
- (iii) no application is made to any Government Agency (other than by Computershare or any of its associates),

in consequence of or in connection with the Offer (other than an application to, or a decision or order of, ASIC or the Takeovers Panel for the purpose, or in exercise, of the powers and discretions conferred on it by the Corporations Act) which restrains or prohibits or impedes, or threatens to restrain, prohibit or impede, or otherwise materially adversely impacts upon, the making of the Offer or the acquisition of Shares under the Offer or the rights of Computershare in respect of its capacity as a shareholder of QMT or the completion of any transaction contemplated by this Offer, or seeks to require the divestiture by Computershare of any Shares, or the divestiture of any material assets of QMT.

(e) **(No material acquisitions, disposals or new commitments)** Between the Announcement Date and the end of the Offer Period (each inclusive) none of the following have occurred:

- (i) QMT or any subsidiary of QMT acquiring, offering to acquire or agreeing to acquire any assets for any amount in aggregate exceeding \$250,000 or making an announcement in relation to such an acquisition, offer or agreement;
- (ii) QMT or any subsidiary of QMT disposing, offering to dispose or agreeing to dispose of one or more entities, businesses or assets (or an interest in such) for an amount or has a book value in QMT's consolidated balance sheet as at 30 June 2007 which is, in aggregate, greater than \$250,000 or making an announcement in relation to such a disposal, offer or agreement;
- (iii) QMT or any subsidiary of QMT entering into, offering to enter into or agreeing to enter into any agreement which would require expenditure, or the foregoing of revenue, by QMT of any amount which is, in aggregate, more than \$250,000 (other than in the ordinary course of business) or making an announcement in relation to such a disposal, offer or agreement; and
- (iv) QMT entering, offering to enter or agree to enter into a joint venture or partnership, or making an announcement in relation to such an entry, offer or agreement.

(f) **(No dividends)** Other than the Interim Dividend, between the Announcement Date and the end of the Offer Period (each inclusive), QMT does not make or declare any distribution whether by way of dividend, capital reduction or otherwise and whether in cash or in specie.

(g) **(No Material Adverse Change)** Between the Announcement Date and the end of the Offer Period (each inclusive), no QMT Material Adverse Change occurs.

For the purpose of this condition:

QMT Material Adverse Change means an event, occurrence or matter which individually or when aggregated with all such events, occurrences or matters diminish, or could reasonably be expected to diminish, the maintainable EBITDA by \$750,000 or more or the Net Assets by \$2,000,000 or more, other than:

- (i) an event, occurrence or matter required to be done or procured by QMT pursuant to the Implementation Agreement or the Takeover Bid;
- (ii) an actual event, occurrence or matter which is known to Computershare prior to the Announcement Date (which does not include knowledge of the risk of an event, occurrence or matter happening);
- (iii) an event, occurrence or matter that was apparent or reasonably ascertainable by Computershare or its representatives from:
 - (A) documents made available to them by QMT; or
 - (B) responses provided to them in interviews with QMT management, in the course of the Due Diligence Investigations; or
- (iv) an event, occurrence or matter that was apparent or reasonably ascertainable by Computershare or its representatives from:
 - (A) announcements made by QMT to the ASX prior to the Announcement Date; or
 - (B) information that was publicly available prior to the Announcement Date from databases maintained by ASIC.

EBITDA means earnings from ordinary activities before interest, tax, depreciation and amortisation of QMT on a consolidated basis.

Net Assets means the excess of total assets over total liabilities of QMT on a consolidated basis.

- (h) **(No Prescribed Occurrence)** Between the Announcement Date and the end of the Offer Period (each inclusive) none of the following have occurred without the prior written approval of Computershare:
- (i) QMT converting all or any of its Shares into a larger or smaller number of Shares;
 - (ii) QMT or any or any subsidiary of QMT resolving to reduce its share capital in any way;
 - (iii) QMT or any or any subsidiary of QMT entering into or resolving to approve a buy-back agreement under section 257C(1) or 257D(1) of the Corporations Act;
 - (iv) QMT or any subsidiary of QMT issuing shares other than as a result of the exercise of the Options in accordance with their terms or agreeing to make such an issue or grant such an option;
 - (v) QMT or any subsidiary of QMT issuing or agreeing to issue, convertible notes
 - (vi) QMT or any subsidiary of QMT disposing or agreeing to dispose of the whole, or a substantial part, of its business or property;
 - (vii) QMT or any subsidiary of QMT charging or agreeing to charge the whole, or a substantial part, of its business or property;
 - (viii) QMT or any subsidiary of QMT resolving to be wound up;
 - (ix) a liquidator or provisional liquidator of QMT or of any subsidiary of QMT is appointed;
 - (x) a court making an order for the winding up of QMT or of a subsidiary of QMT;
 - (xi) an administrator of QMT or of any subsidiary of QMT being appointed under section 436A, 436B or 436C of the Corporations Act;
 - (xii) QMT or any subsidiary of QMT executing a deed of company arrangement; or
 - (xiii) a receiver or a receiver and manager being appointed in relation to the whole or a substantial part of the property of QMT or a subsidiary of QMT.

8.8 Nature and benefit of conditions

- (a) The conditions in Section 8.7 are conditions subsequent. The non-fulfilment of any condition subsequent does not, until the end of the Offer Period (or in the case of the conditions in Section 8.7(h), until the end of the third Business Day after the end of the Offer Period), prevent a contract to sell Your Shares from arising, but entitles Computershare by written notice to you, to rescind the contract resulting from your acceptance of this Offer.
- (b) Subject to the Corporations Act, Computershare alone is entitled to the benefit of the conditions in Section 8.7, or to rely on any non-fulfilment of any of them.
- (c) Each condition in Section 8.7 is a separate, several and distinct condition. No condition will be taken to limit the meaning or effect of any other condition

8.9 Freeing the Offer of conditions

Computershare may free this Offer, and any contract resulting from its acceptance, from all or any of the conditions subsequent in Section 8.7, either generally or by reference to a particular fact, matter, event, occurrence or circumstance (or class thereof), by giving a notice to QMT declaring this Offer to be free from the relevant condition or conditions specified, in accordance with section 650F of the Corporations Act. This notice may be given:

- (a) in the case of the conditions in Section 8.7(h), not later than 3 Business Days after the end of the Offer Period; and
- (b) in the case of all the other conditions in Section 8.7, not less than 7 days before the end of the Offer Period.

If, at the end of the Offer Period (or in the case of the conditions in Section 11.8(e), at the end of the third Business Day after the end of the Offer Period), the conditions in Section 8 have not been fulfilled and Computershare has not declared the Offer (or it has not become) free from those conditions, all contracts resulting from the acceptance of the Offer will be automatically void.

8.10 Notice on status of conditions

The date for giving the notice on the status of the conditions required by subsection 630(1) of the Corporations Act is 19 March 2008 being not more than 14 days and not less than 7 days before the end of the Offer Period (subject to extension in accordance with subsection 630(2) if the Offer Period is extended).

8.11 Withdrawal of this Offer

- (a) This Offer may be withdrawn with the consent in writing of ASIC, which consent may be subject to conditions. If ASIC gives such consent, Computershare will give notice of the withdrawal to the ASX and to QMT and will comply with any other conditions imposed by ASIC.
- (b) If, at the time this Offer is withdrawn, all the conditions in Section 8 have been freed, all contracts arising from acceptance of the Offer before it was withdrawn will remain enforceable.
- (c) If, at the time this Offer is withdrawn, the Offer remains subject to one or more of the conditions in Section 8, all contracts arising from its acceptance will become void (whether or not the events referred to in the relevant conditions have occurred).
- (d) A withdrawal under this Section 8.11 will be deemed to take effect:
 - (i) if the withdrawal is not subject to conditions imposed by ASIC, on and after the date that consent in writing is given by ASIC; or
 - (ii) if the withdrawal is subject to conditions imposed by ASIC, on and after the date those conditions are satisfied.

8.12 Variation of this Offer

Computershare may at any time before the end of the Offer Period vary this Offer in accordance with the Corporations Act:

- (a) by extending the Offer Period;
- (b) by increasing the consideration payable under the Offer (noting, however, that Computershare has stated that the Offer Price is final in the absence of a competing proposal); or
- (c) with the written consent of ASIC, and subject to any conditions specified by ASIC in that consent, in the manner that ASIC permits.

If Computershare extends the Offer Period, you will receive notice of the extension, unless, at the date of the extension, you have already accepted this Offer and the Offer has become free from the Conditions or the Conditions have been fulfilled.

8.13 No stamp duty or brokerage

- (a) Computershare will pay any stamp duty on the transfer of Your Shares to it.
- (b) As long as Your Shares are registered in your name and you deliver them directly to Computershare, you will not incur any brokerage in connection with your acceptance of this Offer.

8.14 Governing law

This Offer and any contract that results from your acceptance of it are to be governed by the laws in force in Victoria, Australia.

8.15 Notices

- (a) **Service on QMT**
Computershare may give a notice to QMT under the Takeover Bid by leaving it at, or sending it by prepaid ordinary post to, the registered office of QMT.
- (b) **Service on Computershare**
You or QMT may give a notice to Computershare under the Takeover Bid by leaving it at or sending it by prepaid ordinary post to Computershare at the address set out on the Acceptance Form.
- (c) **Service on you**
Computershare may give a notice to you under the Takeover Bid by leaving it at or sending it by prepaid ordinary post or by airmail (if your address is outside Australia), to your address given to Computershare by QMT under section 641 of the Corporations Act.

9. DEFINITIONS AND INTERPRETATION

9.1 Definitions

In this Bidder's Statement and on the Acceptance Form unless the context otherwise appears, the following terms have the meanings shown below.

Acceptance Form	means the acceptance form enclosed with this Bidder's Statement.
Announcement Date	means the date of the joint announcement of the Offer by Computershare and QMT, being 6 February 2008.
ACCC	means the Australian Competition and Consumer Commission.
ASIC	means the Australian Securities and Investments Commission.
Associate	has the meaning given to that term in Division 2 of Part 1.2 of the Corporations Act 2001 (Cth) as if section 12(1) of that Act included a reference to this document.
ASTC	means ASX Settlement and Transfer Corporation Pty Ltd ABN 49 008 504 532.
ASTC Settlement Rules	means the operating rules of the ASTC which govern the administration of the Clearing House Electronic Sub-register System.
ASX	means ASX Limited ABN 98 008 624 691 trading as the Australian Securities Exchange or the financial market conducted by ASX, as the context requires.
Bidder's Statement	means this document, being the statement of Computershare under Part 6.5 Division 2 of the Corporations Act relating to the Offer.
Business Day	means a day on which banks are open for business in Melbourne, excluding a Saturday, Sunday or public holiday.
Broker	means a person who is a share broker and a participant in CHESS.
CGT	means capital gains tax.
CHESS	means the Clearing House Electronic Sub-register System, which provides for electronic transfer of securities in Australia.
CHESS Holding	means a holding of Shares on the CHESS sub-register of QMT (usually a CHESS Holding will be through a Controlling Participant).
Competing Proposal	means a bona fide proposal or offer by any person with respect to any transaction (by purchase, scheme of arrangement, takeover bid or otherwise) that may result in any person (or group of persons) other than Computershare or its related bodies corporate: (a) acquiring voting power of more than 10% in QMT or any subsidiary of QMT; (b) acquiring an interest in all or a substantial part of the assets of QMT or any subsidiary of QMT; or (c) otherwise acquiring control of, or merging or amalgamating with, QMT or any subsidiary of QMT.
Computershare or Bidder	means Computershare Communication Services Limited ABN 76 007 153 184, a wholly owned subsidiary of Computershare Limited.
Computershare Finance	means Computershare Finance Company Pty Limited ABN 19 096 336 855.
Computershare Limited	means Computershare Limited ABN 71 005 485 825, the holding company of Computershare.
Controlling Participant	in relation to Your Shares, has the same meaning as in the ASTC Settlement Rules.
Corporations Act	means the <i>Corporations Act 2001</i> (Cth).
Due Diligence Investigations	means the due diligence investigations carried out by Computershare and its representatives prior to the date of the Implementation Agreement for the purposes of considering and evaluating the Takeover Bid.
Exclusivity Period	means the period commencing on the date of the Implementation Agreement and ending on the earlier of: (a) the end of the Offer Period; and (b) the termination of the Implementation Agreement.

Facility Agreement	means the Multicurrency Revolving Facilities Agreement dated 4 October 2007 between (among others) Computershare Limited, Computershare Finance, Australia and New Zealand Banking Group Limited, National Australia Bank Limited (as lender and agent), The Royal Bank of Scotland plc (Australia branch) and Bank of America, N.A. (Sydney Branch).
Government Agency	means any government or any governmental, semi-governmental, statutory or judicial entity, agency or authority, whether in Australia or elsewhere, including (without limitation) any self-regulatory organisation established under statute or otherwise discharging substantially public or regulatory functions, and ASX or any other stock exchange.
GST	has the meaning given to that term in <i>A New Tax System (Goods and Services Tax) Act 1999</i> .
Implementation Agreement	means the takeover bid implementation agreement between Computershare Limited and QMT dated 6 February 2008 (summarised in Section 7.5).
Insolvency Event	means, for a person, being in liquidation or provisional liquidation or bankruptcy or provisional bankruptcy or under administration, having a controller, receiver, receiver and manager or analogous person appointed to it or any of its property, being taken under section 459F(1) of the Corporations Act (or its statutory equivalent in any other jurisdiction) to have failed to comply with a statutory demand, being unable to pay its debts or otherwise insolvent, dying, ceasing to be of full legal capacity or otherwise becoming incapable of managing its own affairs for any reason, becoming an insolvent under administration (as defined in section 9 of the Corporations Act (or its statutory equivalent in any other jurisdiction)), entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors or any analogous event, the making of an order by a court for the winding up of a person, or a person resolving that it be wound up.
Interim Dividend	means the fully franked interim dividend of \$0.075 per QMT Share announced by the Directors on 6 February 2008 in respect of the half year ended 31 December 2007.
Issuer Sponsored Holdings	means a holding of Shares on QMT's issuer sponsored sub-register.
Listing Rules	means the Official Listing Rules of the ASX, as amended and waived by ASX from time to time.
Offer or Computershare Offer	means the offer by Computershare for Shares under the terms and conditions contained in Section 8 of this Bidder's Statement.
Offer Date	means 22 February 2008, being the date on which the first of the Offers was sent to each holder of QMT Shares registered in the QMT Share register at the Register Date.
Offer Period	means the period during which the Offer will remain open for acceptance in accordance with Section 8.2 of this Bidder's Statement.
Offer Price	means \$3.40 per Share.
Option or QMT Option	means an option, issued by QMT prior to the date of the Implementation Agreement, to acquire by way of issue one Share, the key particulars of which are set out in Section 7.6(a).
Participant	means an entity admitted to participate in the Clearing House Electronic Sub-register system under Rule 4.3.1 and 4.4.1 of the ASTC Settlement Rules.
QMT	means QM Technologies Limited ABN 33 096 952 966.
QMT Board or Board	means the board of directors of QMT.
QMT Director or Director	means a director of QMT.
QMT Group	means QMT and its subsidiaries.
QMT Shareholder	means a person registered as a holder of QMT Shares during the Offer Period.
Register Date	means the date set by Computershare under subsection 633(2) of the Corporations Act, being 7.00pm (Melbourne time) on 20 February 2008.
Related Entity	means, in relation to a party, any body corporate which is related to that party within the meaning of section 50 of the Corporations Act.

Regulatory Approval	means: (a) any approval, consent, authorisation, registration, filing, lodgement, permit, franchise, agreement, notarisation, certificate, permission, licence, direction, declaration, authority, waiver, modification or exemption from, by or with a Government Agency; or (b) in relation to anything that would be fully or partly prohibited or restricted by law if a Government Agency intervened or acted in any way after lodgement, filing, registration or notification: (i) the expiry of any applicable period without intervention or action; or (ii) the receipt of a statement in writing from the Government Agency that it does not intend to intervene or take action.
Relevant Duties	means the fiduciary and statutory duties owed by the Directors of QMT and its members and in accordance with the policy set out in section 602(a) of the Corporations Act and the Takeovers Panel's <i>Guidance Note 7 – Lock-up devices</i> .
Relevant Person	has the meaning given to that term in Section 7.5(b) of this Bidder's Statement.
Rights	means all accretions, rights or benefits of whatever kind attaching to or arising from Shares directly or indirectly at or after the Announcement Date (including, but not limited to, all dividends, excluding the Interim Dividend, and all rights to receive them or rights to receive or subscribe for shares, notes, bonds, options or other securities declared, paid or issued by QMT or any of its subsidiaries).
Section	means a section of this Bidder's Statement.
Shares or QMT Shares	means fully paid ordinary shares in the capital of QMT, including all Shares on issue as at the end of the Offer Period.
Superior Proposal	means a bona fide Competing Proposal which is: (a) reasonably capable of being valued and completed, taking into account all aspects of the Competing Proposal or proposal and the person making it; and (b) more favourable to QMT Shareholders (as a whole) than the Offer, taking into account all the terms and conditions of the Competing Proposal.
Takeover Bid	means the off-market takeover bid constituted by the despatch of the Offers in accordance with the Corporations Act.
Takeovers Panel	means the Takeovers Panel continued in existence under the <i>Australian Securities and Investments Commission Act 2001</i> (Cth).
Target's Statement	means the statement of QMT to be issued under Division 3 of Part 6.5 of the Corporations Act in response to the Offer.
Your Shares	means subject to Section 8.1(e) and Section 8.1(f), the Shares: (a) in respect of which you are registered, or entitled to be registered, as holder in the register of shareholders of QMT at 7.00pm (Melbourne time) on the Register Date; or (b) to which you are able to give good title at the time you accept this Offer during the Offer Period.

9.2 Interpretation

In this Bidder's Statement and on the Acceptance Form, unless the context otherwise requires:

- (a) words and phrases, if not defined above, have the same meaning (if any) given to them in the Corporations Act;
- (b) words importing a gender include any gender;
- (c) words importing the singular include the plural and vice versa;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and vice versa;
- (e) a reference to a clause, annexure and schedule is a reference to a clause of and an annexure and schedule to this Bidder's Statement as relevant;
- (f) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances, or by-laws amending, varying, consolidating or replacing it and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- (g) headings and boldings are for convenience only and do not affect the interpretation of this Bidder's Statement;
- (h) a reference to time is a reference to time in Melbourne, Australia;
- (i) a reference to writing includes facsimile transmissions; and
- (j) a reference to dollars, \$, A\$, cents, and currency is a reference to the lawful currency of the Commonwealth of Australia.

10. APPROVAL OF BIDDER'S STATEMENT

This Bidder's Statement has been approved by a resolution of the directors of Computershare Communication Services Limited dated 20 February 2008.

Dated: 20 February 2008

Signed

for and on behalf of Computershare Communication Services Limited:

A handwritten signature in black ink, appearing to read 'MJD', is positioned above the printed name of the signatory.

Mark Benjamin Davis
Director

CORPORATE DIRECTORY

Directors of Computershare Limited

Christopher John Morris
Executive Chairman

William Stuart Crosby
President and
Chief Executive Officer

Penelope Jane MacLagan
Executive Director

Anthony Norman Wales
Non-Executive Director

Dr. Markus Kerber
Non-Executive Director

Simon Jones
Non-Executive Director

Arthur Leslie Owen
Non-Executive Director

Directors of Computershare Communication Services Limited

Mark Benjamin Davis
Group Regional Director –
Australasia, Computershare Limited

Tony Ristevski
Chief Financial Officer –
Asia Pacific, Computershare Limited

Peter John Milburn
Managing Director,
Computershare Communication Services Limited

Company Secretaries

Dominic Horsley
Katrina Bobeff (Computershare Limited only)

Registered office

Yarra Falls
452 Johnston Street
Abbotsford Victoria 3067

Share Registry

Computershare Investor Services Pty Limited
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Abbotsford Victoria 3067

Auditors

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Freshwater Place
Level 19
2 South Bank Boulevard
Southbank Victoria 3006

Legal adviser

Minter Ellison
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525 Collins Street
Melbourne Victoria 3000

Financial adviser

UBS AG, Australia branch
Level 16
8 Exhibition Street
Melbourne Victoria 3000

