

**THE DATA EXCHANGE NETWORK LIMITED**  
**ACN 620 888 548**

**SUPPLEMENTARY PROSPECTUS**

---

**1. IMPORTANT INFORMATION**

This is a supplementary prospectus (**Supplementary Prospectus**) intended to be read with the prospectus dated 28 March 2019 (**Prospectus**), issued by The Data Exchange Network Limited (ACN 620 888 548) (**Company**).

This Supplementary Prospectus dated 18 April 2019 was lodged with the ASIC on that date. The ASIC, the ASX and their respective officers take no responsibility for the contents of this Supplementary Prospectus.

Other than as set out below, all details in relation to the Prospectus remain unchanged. Terms and abbreviations defined in the Prospectus have the same meaning in this Supplementary Prospectus. If there is a conflict between the Prospectus and this Supplementary Prospectus, this Supplementary Prospectus will prevail.

This Supplementary Prospectus will be issued with the Prospectus as an electronic prospectus copies of which can be downloaded from the website of the Company at [www.dataexchange.io](http://www.dataexchange.io).

The Company will send a copy of the Supplementary Prospectus to all eligible Shareholders.

This is an important document and should be read in its entirety. If you do not understand it you should consult your professional advisers without delay.

---

**2. REASON FOR SUPPLEMENTARY PROSPECTUS**

The purpose of this Supplementary Prospectus is to provide eligible Shareholders with the following further information in relation to:

- (a) the effect of Pinnacle Corporate Finance Pty Ltd underwriting the Offer (Section 5.6 of the Prospectus);
- (b) the use of funds towards the construction of the Sydney and Melbourne data centres (Section 6.1 of the Prospectus);
- (c) amendment to the Underwriting Agreement (Section 9.4 of the Prospectus); and
- (d) amendment of the Offer timetable (Section 2 of the Prospectus).

The Company does not consider the matters set out in this Supplementary Prospectus to be materially adverse to eligible Shareholders.

---

**3. UNDERWRITING AND SUB-UNDERWRITING**

Section 5.6 of the Prospectus is amended by inclusion of the following at the end of the Section:

*The Underwriter has entered into sub-underwriting agreements for the full amount of the Offer, being \$8,299,485 (165,989,711 Shares). On the basis that all sub-underwriters*

fulfil their obligations under their respective sub-underwriting arrangements, the Underwriter will not acquire a relevant interest in any Shares as a result of the Offer.

The Underwriting Agreement also includes a term that the Underwriter will ensure that no person will acquire, through participation in sub-underwriting the Offer, a holding of Shares of, or increase their holding, to an amount in excess of 19.9% of all the Shares on issue on completion of the Offer.

---

#### **4. USE OF FUNDS**

Section 6.1 of the Prospectus is amended to include the following additional information in relation to the allocation of funds to the Sydney Data Centre and Melbourne Data Centre included in the use of funds table in this Section:

The Company's data centres are premises that house computer servers, storage and communications equipment. The Company's business model is to derive income and profit from the rental (computer rack) of space. Colo or colocation services are the industry terms for the Company's data centres. The facilities include monitoring of the environment/access control, temperature/humidity (cooling), electricity usage and includes backup power battery systems, generators and network (internet) services.

The Company has already installed the following prefabricated modules at the Sydney site:

- (a) 2 x Facility Modules (58 Racks);
- (b) 2 x Power Modules; and
- (c) 2 x Telecommunications Modules.

The funds allocated to the Sydney data centre will be applied to construction and building work that includes civil, mechanical, structural and electrical work as detailed below.

The Sydney project is scheduled to be completed (ready for service) in late July 2019. It is envisaged that once the project team completes works at Sydney, they shall apply resources to the Melbourne data centre. The Melbourne schedule and milestones will be aligned with Sydney however the completion date is currently expected to be Q1 CY2020.

##### **Civil Work**

- (a) Footings/plinths to support generators, acoustic enclosure (generators) and cooling towers
- (b) Concrete generator pavement (diesel spill containment) area
- (c) Trenching for the installation of electrical and telecommunications cabling

##### **Mechanical**

- (a) Fabrication of piping that services cooling towers and chillers
- (b) Insulation of piping

##### **Structural**

- (a) Fabrication of structural cooling towers, cable and pipe supports
- (b) Water storage tanks
- (c) Construction of fire rated switchboard rooms

##### **Electrical**

- (a) Electrical cable and bus duct (cable)
- (b) Installation of electrical systems (cabling between power modules, facility modules and switchboard room)

- (c) Network (switch) equipment and fibre cabling
- (d) Fire system monitoring and alarm system and installation
- (e) Access control and equipment (generator/battery backup/cooling) monitoring

#### Schedule – Sydney

| Item  | Timing                           |
|---|----------------------------------|
| Development Approval Received                           | 18/03/2019                       |
| Engineering   | Scheduled to complete 12/04/2019 |
| Structural– Installation of cable supports and chillers | Scheduled to commence 29/04/2019 |
| Civil Works   | Scheduled to commence 29/04/2019 |
| Switch Room   | Scheduled to commence 06/05/2019 |
| Electrical  | Scheduled to commence 12/05/2019 |
| Commissioning   | Scheduled to commence 08/07/2019 |
| Ready for Service (Go Live – Finish)                    | 31/07/2019                       |

#### Schedule – Melbourne

| Item                                 | Timing    |
|--------------------------------------|-----------|
| Development Approval Received        | 2018      |
| Ready for Service (Go Live – Finish) | Q1 CY2020 |

---

## 5. UNDERWRITING AGREEMENT

The summary of the Underwriting Agreement contained in Section 9.4 of the Prospectus is amended to include the following additional information:

As announced by the Company on 18 April 2019, the Company and Pinnacle have signed a deed of amendment to the Underwriting Agreement (**Deed**) whereby the parties have agreed to:

- (a) delete the condition precedent to the underwriting obligations of Pinnacle being conditional upon “the appointment of two new directors, as nominated by the Underwriter, on or before 5:00pm on the Closing Date”; and
- (b) include a new clause in the Underwriting Agreement as set out below:

#### **Nomination of directors**

- (i) Subject to the Underwriter complying with its obligations under this Agreement, the Underwriter may nominate 2 persons to be appointed as directors of the Company (each a **Nominated Director**) on or before 30 September 2019 (**End Date**).
- (ii) To avoid doubt, the Nominated Directors can be nominated separately by the Underwriter.
- (iii) The Underwriter will consult with the Board prior to any nomination and seek to nominate a person that has the appropriate qualifications and experience
- (iv) The Underwriter may, on or before the End Date nominate for appointment by the Company a Nominated Director by written

notice to the Company specifying the identity of the person to be appointed as a director.

- (v) Where the Company receives a notice from the Underwriter pursuant to paragraph (iv) of nomination of a Nominated Director, subject to receipt by the Company of a consent to act signed by the Nominated Director, the Board shall appoint the Nominated Director as a director.
- (vi) The Underwriter acknowledges that a Nominated Director appointed by the company holds office until the next annual general meeting of the Company and is then eligible for re-election at that meeting pursuant to the constitution of the Company, the Corporations Act and the Listing Rules.
- (vii) The Company must ensure that each Nominated Director is proposed for election at the next annual general meeting of the Company convened after their appointment and recommend the election of the Nominated Director at that annual general meeting.
- (viii) The Company must obtain directors and officers insurance for each Nominated Director, on ordinary commercial terms for a company the same size and with similar operations and assets as the Company.

As at the date of this Supplementary Prospectus, the two nominee directors have not yet been identified by the Underwriter.

---

## 6. NEW APPLICATIONS

Applications for Securities under the Offer **after** lodgement of this Supplementary Prospectus **must** be made using the Entitlement and Acceptance Form attached to or accompanying this Supplementary Prospectus.

---

## 7. TIMETABLE

As announced by the Company on 18 April 2019, the timetable set out in Section 2 of the Prospectus has been amended as follows:

|  |                      |
|--|----------------------|
| Closing Date   | Monday, 6 May 2019   |
| Shares and Options quoted on a deferred settlement basis | Tuesday, 7 May 2019  |
| ASX notified of under subscriptions                      | Thursday, 9 May 2019 |
| Issue date   | Monday, 13 May 2019  |
| Quotation of Shares and Options issued under the Offer   | Tuesday, 14 May 2019 |

---

## 8. CONSENTS

Pinnacle Corporate Finance Pty Limited has given its written consent to being named in this Supplementary Prospectus and to the inclusion of information and statements contained in sections 3 and 5 of this Supplementary Prospectus in the form and context in which the information and statements are included. Pinnacle Corporate Finance Pty Limited has not withdrawn its consent prior to the lodgement of this Supplementary Prospectus with the ASIC.

---

**9. DIRECTORS' AUTHORISATION**

This Supplementary Prospectus is issued by the Company and its issue has been authorised by a resolution of the Directors.

In accordance with section 720 of the Corporations Act, each Director has consented to the lodgement of this Supplementary Prospectus with the ASIC.

---

**Douglas Loh**  
**Chairman**  
**For and on behalf of**  
**THE DATA EXCHANGE NETWORK LIMITED**