

26 August 2016

## Crowd Mobile Limited (ASX: CM8)

### ASX Release

**To:** Australian Securities Exchange Limited  
**Filed by:** Crowd Mobile Limited  
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#### Notice Pursuant to Section 708A(12C)(e) of the Corporations Act

Crowd Mobile Limited (**Crowd Mobile** or the **Company**) gives this cleansing notice (**Cleansing Notice**) under section 708A(12C)(e) of the *Corporations Act 2001* (Cth) (**Corporations Act**) as amended by *ASIC Corporations (Sale Offers: Securities Issued on Conversion of Convertible Notes) Instrument 2016/82*.

The Company hereby gives notice that:

- (a) the convertible note issued on 26 August 2016 (**Convertible Note**) was issued without disclosure to investors under Part 6D.2 of the Corporations Act; and
- (b) this Cleansing Notice has been given in accordance with section 708A(12C)(e) of the Corporations Act, noting that the Company has obtained a declaration from ASIC pursuant to section 741(1)(b) of the Corporations Act as detailed below (**ASIC Declaration**).

The Company does not technically comply with the requirement in section 708A(12C)(c) of the Corporations Act in that its ordinary shares (**Shares**) must not have been suspended from trading for more than a total of 5 trading days during the period of 12 months before the issue of the Convertible Note, as the Company's Shares were in suspension for 16 trading days during the last year. Accordingly, the Company has sought and obtained an ASIC Declaration that section 708A(12C)(e) is varied in its application to Crowd Mobile such that the Company's securities must not have been in suspension for more than 16 trading days during the 12 month period prior to the issue of the Convertible Note. Pursuant to the ASIC Declaration, upon provision of this Cleansing Notice the Company is compliant with section 708A(12).

The issue of this Cleansing Notice enables the Shares issued on the conversion of the Convertible Note (**Conversion Shares**) to be on-sold to retail investors without further disclosure. The terms of the Convertible Note are summarised below.

This Cleansing Notice is important and should be read in its entirety.

#### 1. Background

As announced by the Company on 30 June 2016, the Company has entered into an agreement pertaining to a senior secured convertible note facility (**New Facility**) with a leading US based fund manager (**Lender**) to replace the Company's previous senior loan facility from its European debt provider (**Previous Facility**). The Company sought shareholder approvals with respect to the New Facility at the Company's Extraordinary General Meeting held on Monday 1 August 2016 (**EGM**).

Pursuant to the terms of the New Facility and the shareholder approvals obtained at the EGM, the Company has issued one Convertible Note to the Lender. The terms of the Convertible Note are set out in the Securities Subscription Agreement between the Company and the Lender and are summarised in section 4 below.

The Directors consider that the raising of capital by the issue of the Convertible Note is in the best interests of the Company. The funds raised will be used to refinance the Previous Facility:

- (a) which will result in a reduction of the annual interest rate currently payable under the Previous Facility from 12% to 6.25% per annum under the New Facility; and
- (b) resulting in additional funding to assist with growing the Company's business and driving marketing initiatives.

## **2. Contents of this Cleansing Notice**

This Cleansing Notice sets out the following:

- (a) in relation to the Convertible Note:
  - (i) the effect of the issue on the Company;
  - (ii) a summary of the rights and liabilities attaching to the Convertible Note; and
  - (iii) a summary of the rights and liabilities attaching to the Conversion Shares; and
- (b) any information that:
  - (i) has been excluded from continuous disclosure notices in accordance with the ASX Listing Rules; and
  - (ii) is information that investors and their professional advisors would reasonably require for the purpose of making an informed assessment of:
    - a. the assets and liabilities, financial position and performance, profits and losses and prospects of the Company; and
    - b. the rights and liabilities attaching to the Conversion Shares; and
  - (iii) other information relating to the Company's status as a disclosing entity.

## **3. The effect of the issue on the structure of the Company**

### **3.1 Effect of the issue on the Company**

The principal effect of the issue of the Convertible Note on the Company will be to:

- (a) increase the Company's cash reserves by EUR 10,805,000 (which is approximately AUD 16,077,191.70 as at the exchange rate on the date of the Notice of the EGM (**Exchange Rate**));
- (b) increase the number of unlisted secured convertible notes on issue from nil to one;
- (c) give rise to the Company having a liability for the amount of the face value of the Convertible Note; and
- (d) if the Convertible Note is converted, either in whole or in part, increase the number of Shares on issue as a consequence of the issue of Conversion Shares on the conversion of the Convertible Note.

### **3.2 Pro-forma balance sheet of the Company taking into account issue of the Convertible Note**

- (a) Set out below is a pro-forma consolidated balance sheet of the Company, as at 31 July 2016, based on the consolidated balance sheet of the Company adjusted to reflect the Convertible Note, prepared on the basis of the accounting policies normally adopted by the Company.

- (b) The pro-forma financial information is presented in an abbreviated form in so far as it does not include all of the disclosures required by Australian Accounting Standards applicable to the annual financial statements. The pro-forma financial information is not audited. The classification of the allocations between debt and equity for the Convertible Notes may change in the future.

**Pro Forma Balance Sheet as at 31 July 16**

	<b>Pro Forma Balance Sheet</b>
<b>Assets</b>	
<b>Current assets</b>	
Cash and cash equivalents	6,105,295
Trade and other receivables	11,788,594
Other	482,728
<b>Total current assets</b>	<b>18,376,617</b>
<b>Non-current assets</b>	
Property, plant and equipment	394,678
Intangibles	32,587,495
Deferred tax	973,346
<b>Total non-current assets</b>	<b>33,955,519</b>
<b>Total assets</b>	<b>52,332,137</b>
<b>Liabilities</b>	
<b>Current liabilities</b>	
Trade and other payables	4,718,075
Borrowings	6,994,048
Income tax	1,624,963
Provisions	404,865
<b>Total current liabilities</b>	<b>13,741,950</b>
<b>Non-current liabilities</b>	
Borrowings	10,819,786
Deferred tax	3,720,234
<b>Total non-current liabilities</b>	<b>14,540,020</b>
<b>Total liabilities</b>	<b>28,281,970</b>
<b>Net assets</b>	<b>24,050,167</b>
<b>Equity</b>	
Issued capital	22,891,730
Reserves	4,077,976
Accumulated losses	(2,919,539)
<b>Total equity</b>	<b>24,050,167</b>

The above Pro forma Balance sheet is based on the following assumptions:

- The unaudited Group Balance Sheet at 31 July 2016
- The Convertible Note proceeds receipted are €7.55m (A\$11.24m) only and are used to payout the Previous Facility of €7.50m (A\$11.16m). The maximum follow-on proceeds of €3.25m (A\$4.84m) are not shown as they are undrawn at Completion and contingent in nature based on ongoing financial performance of the Company.
- No change in Issued capital is shown given that the New Facility does not obligate the Company to issue ordinary shares at any time during the life of the New Facility and in the event that shares were required to be issued under the New Facility due to either a share redemption or conversion event, the quantum of such shares is unable to be reliably determined.
- The fair value of the conversion right of the Convertible Note is \$712,020 which is a reserve within Equity.
- The estimated Transaction costs of re-financing with the New Facility totalling \$1,040,400 are shown as having been fully paid in cash.
- Transaction costs are income tax deductible over the life of the facility at 25% (being the corporate income tax rate in The Netherlands)
- The AUD / EUR exchange rate used is 0.6721

### 3.3 Potential effect on share structure

- (a) As at the date of this Cleansing Notice, the issued capital of the Company is 157,596,048 Shares.
- (b) The capital structure of the Company will be affected by the conversion of the Convertible Note which will result in additional Shares being issued.
- (c) Redemption and conversion of the Convertible Note is explained in detail in section 4 below.
- (d) The theoretical maximum number of Conversion Shares which may be issued upon conversion of the Convertible Note is 188,664,666 Conversion Shares. The actual effect on the share capital of the Company will depend on how many Conversion Shares are issued (and this number is dependent on elections by the Lender and the Company). The effect on the issued capital of the Company if the theoretical maximum number of Conversion Shares is issued is set out in the table below. To derive this figure, the Company has assumed the lowest price possible of AUD 0.10 under which the principal amount owing may be redeemed by the Lender as Shares, an exchange rate of EUR: AUD of 0.65. In practice Crowd Mobile expects the equity dilution to be a far lower number than 188,664,666 Shares due to certain restrictions which are further detailed in section 4 below. This table does not include Shares which may be issued to the Lender in payment of interest accrued on the Convertible Note (**Interest Repayment Shares**).

	Number
Shares currently on issue	157,596,048
Shares issued upon conversion of the Convertible Note	188,664,666
<b>Total Shares on issue following conversion of the Convertible Note</b>	<b>346,260,714</b>

### 4. Rights and liabilities attaching to the Convertible Note

The following is a broad summary of the rights, privileges and restrictions attaching to the Convertible Note. The summary is not exhaustive and does not constitute a definitive statement of the rights and liabilities of the Lender.

- (a) Convertible Note has a principal face value of EUR 11,828,005 (which is, approximately AUD 17,599,361.76 at the Exchange Rate).
- (b) The Convertible Note is secured against all assets of Crowd Mobile and the Guarantor Subsidiaries, is non-transferable without Crowd Mobile's consent, and will not be listed on the ASX.
- (c) The Convertible Note has a maturity date of 31 January 2019 (**Maturity Date**). The principal sum of the Convertible Note plus any accrued interest thereon will be repayable upon expiry if not redeemed prior to that time.
- (d) Repayment of the principal sum of the loan plus accrued interest (**Loan Amount**) to the Lender shall be made by Crowd Mobile during the term of the Convertible Note according to the following conditions:
  - (i) Interest on the Convertible Note shall accrue at a rate of 6.25% per annum and shall be payable by Crowd Mobile to the Lender monthly in arrears and on the Maturity Date in either cash or Shares at the election of Crowd Mobile subject to the terms of the Securities Subscription Agreement (each date upon which an interest payment falls due being an **Interest Payment Date**). The ability of Crowd Mobile to elect to pay in Shares is subject to the limitation that the number of Shares to be issued to the Lender on any occasion must not exceed 20% of the aggregate dollar trading volume of Shares over a 20-day consecutive trading period prior to the relevant date of issue of those Shares (**Dollar Value Limitation**);

- (ii) At any time between the date which is one year after the Convertible Note was issued and the Maturity Date, and provided certain conditions are met, Crowd Mobile may elect to repay the entirety (and no less) of the then outstanding Loan Amount and any other amounts due and payable pursuant to the Securities Subscription Agreement in cash (**Crowd Redemption Right**), provided that Crowd Mobile shall also be required to make payment of any amounts already requested for repayment by the Lender in accordance with item 4(d)(iii) below as at the date that Crowd Mobile elects to repay the full outstanding Loan Amount and the Equity Conditions are satisfied (**Crowd Redemption Election Date**);
  - (iii) No later than the Maturity Date, subject to Crowd Mobile not first exercising the Crowd Redemption Right, the Lender may elect that Crowd Mobile be required in any given calendar month to make payment to the Lender of up to EUR 720,000 (which is approximately AUD 1,071,316.80 at the Exchange Rate) in Shares (**Monthly Equity Cap**) or up to EUR 450,000 (which is approximately AUD 679,573 at the Exchange Rate) in cash (**Monthly Cash Cap**) of the outstanding principal amount during any given calendar month;
  - (iv) All cash redemptions will be repaid at 101.5% of the relevant amount. Whether the Crowd Redemption Right occurs in Shares or cash is at the election of Crowd Mobile. If Crowd Mobile elects to pay in Shares, then Shares will be issued a month in advance of every relevant month up to the Monthly Equity Cap so that they are available for the Lender to sell into the market during the course of that month as the Lender elects to redeem. The redemption and subsequent sale of Shares into the market will be restricted by the Equity Conditions laid out in section 4(e) below, the Dollar Value Limitation and the condition that the Lender's "voting power" (as that term is defined in the Corporations Act) not exceed 4.99% (**Beneficial Ownership Limitation**). If any of these conditions restrict the issue of Shares, payment must be made in cash, having regard to the Monthly Cash Cap. Such election by the Lender shall be notified to Crowd Mobile via a "**Lender Redemption Election Notice**"; and
  - (v) The entire Loan Amount must be repaid (whether in cash or Shares or a combination thereof) by the Maturity Date.
- (e) The following conditions (**Equity Conditions**) must all be met at any given time in order for Crowd Mobile to issue Conversion Shares or Interest Repayment Shares to the Lender (rather than making such payment in cash) at the relevant time:
- (i) the Company having honoured all conversions and redemptions;
  - (ii) paying all amounts owing to the Lender;
  - (iii) the Shares trading on ASX are listed or quoted for trading;
  - (iv) there is no existing event of default;
  - (v) the Beneficial Ownership Limitation is not exceeded;
  - (vi) there has been no public announcement of a pending or proposed change of control transaction;
  - (vii) the Lender is not in possession of any "insider information"; and
  - (viii) on each of the ten trading days prior to the applicable date, unless waived by the Holder, the VWAP of the Shares is at least AUD 0.10 per share.
- (f) The price at which Conversion Shares and Interest Repayment Shares are to be issued (**Stock Payment Price**) shall be the lowest of:

- (i) a 30% premium to the daily volume weighted average price of Shares (**VWAP**) (converted to EUR) on the day of the EGM, which as announced to the ASX on 3 August 2016 is AUD 0.271362 (27.1362 cents);
  - (ii) 90% of the VWAP for the trading day immediately preceding, as the case may be, the date of the applicable Lender Redemption Election Notice, the applicable Interest Payment Date, or the Crowd Election Redemption Date; and
  - (iii) 90% of the weighted average of the 10 lowest VWAPs during the 20 consecutive trading days immediately prior to, as the case may be, the applicable Lender Redemption Election Notice, the applicable Interest Payment Date, or the Crowd Election Redemption Date.
- (g) One of the Equity Conditions to Crowd Mobile being entitled to issue Conversion Shares or Interest Repayment Shares at any given time (as opposed to making repayment in cash) is that on each of the 10 trading days prior to the applicable date of issue, unless waived by the Lender, the closing price of Crowd Mobile Shares is at least AUD 0.10 per Share (appropriately adjusted for any stock split, stock dividend, stock combination, stock buy-back or other similar transaction).
- (h) The theoretical maximum number of 188,664,666 Conversion Shares and 22,433,894 Interest Repayment Shares which may be issued is calculated in accordance with the above terms and is dependent on the elections of the Lender and Crowd Mobile during the term of the Convertible Note. We note that this number is a theoretical maximum the Company is required to provide for shareholders to understand the largest number of Shares that may be issued under the Securities Subscription Agreement. To derive this figure, the Company has assumed the lowest price possible of AUD 0.10 under which the principal amount owing may be redeemed by the Lender as Shares, an exchange rate of EUR: AUD of 0.65. Given the multitude of scenarios that may be relevant the Company has not considered the impact of the limitations on the issue of Shares presented by the Equity Conditions, Dollar Value Limitation and Beneficial Ownership Limitation which will also restrict the number of Shares the Company may be able to issue. Therefore, in practice Crowd Mobile expects the equity dilution to be a far lower number than 188,664,666 Shares.
- (i) If an event of default as defined in the Securities Subscription Agreement occurs, any amounts unpaid will bear interest at a rate of 12.25% per annum during the duration of the event of default continuing.
- (j) There are a number of covenants which are standard for this type of transaction and which require the Lender's approval, including:
- (i) entering into further indebtedness;
  - (ii) incurring further liens;
  - (iii) making or holding certain investments;
  - (iv) disposing of material assets;
  - (v) changing corporate documents;
  - (vi) change of control transactions;
  - (vii) offering to buy back more than de minimis shares;
  - (viii) payment of cash dividends or distributions;
  - (ix) creating new subsidiaries; or
  - (x) engaging in transactions with affiliates.

- (k) The Company also has a covenant relating to annualised consolidated EBITDA tested quarterly (calculating annual consolidated EBITDA by multiplying a relevant quarter by four) to the effect that annual consolidated EBITDA must be (**EBITDA Covenant**):
- (i) The EUR equivalent of USD 7 million (equivalent to approximately AUD 9,456,904.24 at the Exchange Rate) as at the date of the Securities Subscription Agreement, where the outstanding Loan Amount is more than EUR 5 million (equivalent to approximately AUD 7,433,440.89 at the Exchange Rate);
  - (ii) The EUR equivalent of USD 5.5 million (equivalent to approximately AUD 7,430,927.02 at the Exchange Rate) as at the date of the Securities Subscription Agreement, where the outstanding Loan Amount is more than EUR 4 million (equivalent to approximately AUD 5,946,752.71 at the Exchange Rate); or
  - (iii) The EUR equivalent of USD 5 million (equivalent to approximately AUD 6,755,388.20 at the Exchange Rate) as at the date of the Securities Subscription Agreement, where the outstanding Loan Amount is more than EUR 3 million (equivalent to approximately AUD 4,460,166.74 at the Exchange Rate).
- (l) Additionally, within 45 days of the end of each quarter, the Company is required to confirm in writing to the Lender that it is not in breach of the EBITDA Covenant.
- (m) If the Company breaches the EBITDA Covenant, it has a number of opportunities to cure this breach. Only when the implied cumulative annual shortfall is the EUR equivalent of USD 1.75 million (equivalent to approximately AUD 2,364,226.06 at the Exchange Rate) as at the date of the Securities Subscription Agreement, will this be an immediate event of default.
- (n) While the Loan Amount is outstanding, the Company must hold AUD 1 million of its own funds on deposit in a bank account for the first 90 days after the issue of the Convertible Note moving to AUD 1.5 million after 90 days.
- (o) From the funds provided by the Lender for the Convertible Note, the sum of EUR 3,255,000 (equivalent to approximately AUD 3,309,565.82 at the Exchange Rate) is to remain on deposit in an escrow account established by an escrow agent as agreed between the parties (**Escrow Account**). So long as the Company can demonstrate that it has cash on hand after 90 days of the issue of the Convertible Note of at least AUD 3 million a release regime can be activated. Under the release regime, the sum of EUR 135,900 (being the EUR equivalent of USD 150,000 and equivalent to approximately AUD 202,909.73 at the Exchange Rate) may be released from the Escrow Account per month, provided the Company is able to demonstrate that the consolidated EBITDA for each of the two (2) preceding calendar months was at least the EUR equivalent of USD 700,000 (equivalent to approximately AUD 946,912.06 at the Exchange Rate) as at the date of the Securities Subscription Agreement; that the Company is in compliance with section (n) above; and that no event of default has occurred and is continuing (**Withdrawal Conditions**). The Company may request the release of an additional EUR 65,000 (over and above the EUR 135,900) if the Withdrawal Conditions are met and the Company's consolidated EBITDA for each of the three (3) calendar months preceding the request was at least AUD 1,100,000.
- (p) As interest is being paid to the Lender, a foreign entity, Australian taxation laws required an amount of 10% of the interest payments to be withheld and paid to the ATO. The Company and the Lender have agreed to split this obligation 50/50.
- (q) The Convertible Note does not entitle the holder to any special or additional payment of cash dividends or distributions. Any Conversion Shares issued in accordance with the Securities Subscription Agreement will rank pari-passu with other existing fully paid ordinary shares in the Company, and the holders of the Conversion Shares will have the same rights to cash dividends and distributions as all other holders of fully paid ordinary shares in the Company. One of Company's covenants pursuant to the Securities Subscription Agreement is that the Company will not pay any dividends or distributions on any equity securities of the Company while the Convertible Note and Loan Amount remain outstanding.

- (r) The Convertible Note does not entitle the holder to any voting rights at general meetings of the Company, nor the special or additional right to participate in any rights issue, share purchase plan and the like. Any Conversion Shares issued in accordance with the Securities Subscription Agreement will rank pari-passu with other existing fully paid ordinary shares in the Company, and the holders of the Conversion Shares will have the same rights with respect to participation in any rights issue, share purchase plan and the like as all other holders of fully paid ordinary shares in the Company.

## 5. Rights and liabilities attaching to Shares issued under the Convertible Note

Conversion Shares or Interest Repayment Shares to be issued to the Lender will rank equally in all respects with all of the Company's existing Shares. The rights attaching to Shares, including new Shares to be issued to the Lender on the conversion of the Convertible Note, are set out in the Company's constitution (the **Constitution**) and in certain circumstances regulated by the Corporations Act, the ASX Listing Rules and the general law.

The Company intends to apply to the ASX for quotation of any Conversion Shares or Interest Repayment Shares issued with respect to the Convertible Note.

Further details of the rights and liabilities attaching to Shares are set out in the Constitution, a copy of which can be inspected free of charge at the Company's registered office during normal business hours.

The following is a broad summary of the rights, privileges and restrictions attaching to all Shares. This summary is not exhaustive and does not constitute a definitive statement of the rights and liabilities of shareholders of the Company (**Shareholders**).

### (a) General meetings

Shareholders are entitled to be present in person, by proxy, attorney or representative to attend and vote at general meetings of the Company.

Shareholders may requisition meetings in accordance with section 249D of the Corporations Act and the Constitution.

### (b) Voting rights

Subject to any rights or restrictions for the time being attached to any class or classes of Shares, at general meetings of Shareholders or classes of Shareholders:

- (i) each Shareholder entitled to vote may vote in person or by proxy, attorney or representative;
- (ii) on a show of hands, every person present who is a Shareholder or a proxy, attorney or representative of a Shareholder has one vote; and
- (iii) on a poll, every person present who is a Shareholder or a proxy, attorney or representative of a Shareholder shall, in respect of each fully paid Share held by him, or in respect of which he is appointed a proxy, attorney or representative, have one vote per Share, but in respect of partly paid Shares, shall have such number of votes being equivalent to the proportion which the amount paid (not credited) is of the total amounts paid and payable in respect of those Shares (excluding amounts credited).

### (c) Dividend rights

Subject to the rights of any preference Shareholders and to the rights of the holders of any Shares created or raised under any special arrangement as to dividend, the Directors may from time to time decide to pay a dividend to the Shareholders entitled to the dividend which shall be payable on all Shares according to the proportion that the amount paid (not credited) is of the total amount paid and payable (excluding amounts credited) in respect of such Shares.

The Directors may from time to time pay to the Shareholders any interim dividends that they may determine. No dividend shall carry interest against the Company.

Subject to the ASX Listing Rules and the Corporations Act, the Company may, by ordinary resolution in general meeting, authorise the Directors to implement a dividend reinvestment plan on such terms and conditions as are referred to in the resolution and which plan provides for any dividend which the Directors may declare from time to time payable on Shares which are participating Shares in the dividend reinvestment plan, less any amount which the Company shall either pursuant to the Constitution or any law be entitled or obliged to retain, to be applied by the Company to the payment of the subscription price of Shares.

(d) **Winding up**

If the Company is wound up, the liquidator may, with the authority of a special resolution of the Company, divide among the Shareholders in kind the whole or any part of the property of the Company, and may for that purpose set such value as the liquidator considers fair upon any property to be so divided, and may determine how the division is to be carried out as between the Shareholders or different classes of Shareholders.

The liquidator may, with the authority of a special resolution of the Company, vest the whole or any part of any such property in trustees upon such trusts for the benefit of the contributories as the liquidator thinks fit, but so that no Shareholder is compelled to accept any Shares or other securities in respect of which there is any liability.

(e) **Transfer of Shares**

Generally, Shares are freely transferable, subject to formal requirements, the registration of the transfer not resulting in a contravention of or failure to observe the provisions of a law of Australia and the transfer not being in breach of the Corporations Act or the ASX Listings Rules.

(f) **Variation of rights**

If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class), whether or not the Company is being wound up, may be varied with the consent in writing of the holders of three quarters of the issued shares of that class or if authorised by a special resolution passed at a separate meeting of the holders of the shares of that class.

## 6. **Compliance with disclosure obligations**

The Company is a “**disclosing entity**” under the Corporations Act and, as such, is subject to regular reporting and disclosure obligations under both the Corporations Act and the ASX Listing Rules.

These obligations require the Company to notify ASX of information about specific events and matters as they arise. In particular, the Company is obliged to continuously disclose to the market immediately any information which a reasonable person would expect to have a material effect on the price or the value of the Company’s Shares.

The Company is also required to prepare and lodge with ASIC yearly and half-yearly financial statements accompanied by a directors’ statement and report, and an audit report or review. Copies of documents lodged with ASIC in relation to the Company may be obtained from, or inspected at, an ASIC office.

The Company will provide a copy of each of the following documents, free of charge, to any person on request:

- (a) the annual financial report most recently lodged by the Company with ASIC, being the financial report of the Company for the year ended 30 June 2015;

- (b) any half-year financial report lodged by the Company with ASIC after the lodgement of the annual financial report referred to in (a) and before the lodgement of this Cleansing Notice with ASX; and
- (c) any continuous disclosure documents given by the Company to ASX after the lodgement of the annual financial report referred to in (a) and before the lodgement of this Cleansing Notice with ASX.

A list of the continuous disclosure documents given by the Company to ASX after the lodgement of the financial report referred to in (a) and before the lodgement of this Cleansing Notice with ASX is set out in the table below.

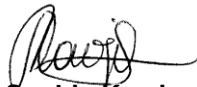
26/08/2016	Appendix 3B – Convertible Note
19/08/2016	Capital Raising of A\$3 Million
17/08/2016	Trading Halt
05/08/2016	Appendix 3B
03/08/2016	Convertible Note Conversion Price Confirmed
01/08/2016	Results of Extraordinary General Meeting
01/08/2016	Crowd Mobile Expands into China with SmartTrans Partnership
26/07/2016	Investor Presentation
19/07/2016	June Quarter Trading Update
15/07/2016	Recording of investor webinar available
08/07/2016	Investor Webinar
04/07/2016	Change of Director's Interest Notice
01/07/2016	Notice of Extraordinary General Meeting/Proxy Form
01/07/2016	Confirmation of EGM
30/06/2016	CM8 enters agreement to refinance debt
08/06/2016	Ceasing to be a substantial holder
08/06/2016	Ceasing to be a substantial holder
17/05/2016	First Australian Legal Q&A App and Soccer Star for New App
11/05/2016	Investor Presentation - German
04/05/2016	Investor Presentation
14/04/2016	Change of Director's Interest Notice
13/04/2016	Appendix 3B
13/04/2016	Crowd Mobile reports record quarterly result
08/04/2016	CM8 expands range of professional services Q&A apps
08/03/2016	CM8 to launch first financial services Q&A app
04/03/2016	NWZ: Newzulu signs agreement with Crowd Mobile
03/03/2016	Recording of investor webinar and teleconference available
01/03/2016	FY16 H1 Results Webinar and Teleconference / CEO Interview
01/03/2016	Change of Director's Interest Notice
29/02/2016	Launch into South America
29/02/2016	Half Year Results Presentation
29/02/2016	Half Year Results Announcement
29/02/2016	Appendix 4D and Half Year Accounts
16/02/2016	Strategic Partnership with ONEm
01/02/2016	Investor Presentation (USD)
01/02/2016	Investor Presentation (AUD)
28/01/2016	Update on Track earn-out payments and debt restructure
21/01/2016	Publication of Research Report
18/01/2016	Crowd Mobile Trading update - Record Results
12/01/2016	Crowd Mobile expands presence in Asia
11/01/2016	Release of shares from voluntary escrow
07/01/2016	Appendix3B-Performance Rights Conversion

14/12/2015	Appendix 3Y x 3
11/12/2015	CommSec Interview Available for Viewing
10/12/2015	Appendix 3B
09/12/2015	Results of 2015 AGM
09/12/2015	CEO's Presentation to Shareholders at 2015 AGM
09/12/2015	Chairman's Address to Shareholders at 2015 AGM
09/12/2015	Change of Registered Address
07/12/2015	CM8 Launches 5 New Apps
03/12/2015	Appendix 3B
03/12/2015	Crowd Mobile trading update
03/12/2015	Investor Presentation
01/12/2015	CM8's New App connecting users with TV stars
10/11/2015	Notice of Annual General Meeting/Proxy Form
04/11/2015	Q1 FY16 trading update
04/11/2015	Investor Presentation
04/11/2015	Change in substantial holding
02/11/2015	Change in substantial holding
02/11/2015	Appendix 3Y x 3
02/11/2015	Appendix 3B
30/10/2015	Reinstatement to Official Quotation
30/10/2015	Becoming a substantial holder
30/10/2015	Becoming a substantial holder
30/10/2015	Track - Appendix 3B
30/10/2015	Completion of Track Acquisition
28/10/2015	Appendix 3B - Completion of Rights Issue
28/10/2015	Completion of Rights Issue
23/10/2015	Track Acquisition Update
15/10/2015	Update on Rights Issue and Track Acquisition
13/10/2015	Suspension from Official Quotation
09/10/2015	Trading Halt
06/10/2015	Crowd Mobile to launch into South Africa
30/09/2015	Launch into Baltics and Balkans
25/09/2015	Despatch of Rights Issue Offer Document
22/09/2015	CM8 Launches Four New Apps
18/09/2015	Letter to Shareholders - Rights Issue
17/09/2015	CM8 signs Share Purchase Agreement for Track Acquisition
17/09/2015	Letter to Option holders - Rights Issue
17/09/2015	Cleansing Notice - Rights Issue
17/09/2015	Appendix 3B - Rights Issue
17/09/2015	Reinstatement to Official Quotation
17/09/2015	Underwritten Pro-Rata Rights Issue
17/09/2015	Offer Document - Rights Issue
16/09/2015	Update on voluntary suspension
14/09/2015	Suspension from Official Quotation
09/09/2015	Trading Halt Request
09/09/2015	Trading Halt
08/09/2015	CM8 executes term sheet for mezzanine debt financing
04/09/2015	Publication of Research Report
02/09/2015	Webinar on FY15 results and Track update available online
01/09/2015	Investor Webinar and CommSec Interview
31/08/2015	FY15 Results Presentation
31/08/2015	FY15 Results Announcement

## 7. Information excluded from continuous disclosure notices

As at the date of this Cleansing Notice, the Company advises that it has fully complied with its disclosure obligations under the ASX Listing Rules and the Corporations Act, and, in particular, there is no information which the Company has excluded from any of its continuous disclosure notices given in accordance with the ASX Listing Rules and the Corporations Act as at the date of this Cleansing Notice which it would be reasonable for investors and their professional advisors to require for the purpose of making an informed assessment of:

Signed for Crowd Mobile Limited



**Sophie Karzis**  
Company Secretary

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### About Crowd Mobile

Crowd Mobile is a mobile-first company with a world-leading platform that provides personalised expert advice that go beyond Google & world leading Content Subscription products. Operating across 50 countries and 30 languages, the Company has partnered with over 160 mobile carriers to enable customers to pay for its products and services through their mobile phone or with Google or Apple Pay. Crowd Mobile, which has also developed a diverse range of products in the m-payment, entertainment and infotainment space, is listed on the Australian and Frankfurt stock exchanges (ASX: CM8 & FWB-XETRA: CM3)