



SNAKK MEDIA LIMITED
SHARE SALE PLAN DOCUMENT

26 FEBRUARY 2016

This is an important document. You should read the whole document before making any decisions. If you have any doubts as to what you should do, please consult your broker or financial, investment or other professional advisor

Advisor and Lead Manager



Miro.
capital
advisory

Snakk Media Limited - Share Sale Plan

Terms and Conditions

1. Introduction

This document (the “Plan Document”) contains the terms and conditions of the Snakk Media Limited (“Snakk”) Share Sale Plan (the “Plan”) and has been prepared as at 26 February 2016. You should read this Plan Document together with the accompanying Letter from the Independent Chair (the “Letter”), which sets out important information about the Plan, including important dates in relation to the Plan, as well as your personalised Participation Notice (the “Participation Notice”).

The Plan is available to you if, subject to clauses 3 and 4, you are the holder of not more than a number of Shares equivalent to the Participation Limit on the record date set out in the Letter (the “Record Date”).

Snakk will pay all brokerage in relation to the Plan that would be incurred by you selling or purchasing Shares.

There is no guarantee that any Shares will be sold under the Plan or that you will sell all of your Shares. There is also no guarantee that you will be able to purchase all of the Shares you elect to acquire. Scaling for both selling and buying Shares is described further below.

2. Plan Participation

2.1 If you participate in the Plan, you may elect to choose between the following actions:

- (a) Sell all of your Shares, for which you will receive the price per Share at which Shares under the Plan are sold on the closing date of the Plan (the “Closing Date”). The sale will take place by way of a block trade arranged by Miro Capital Advisory (the “Lead Manager”) to institutions and other wholesale investors. All selling shareholders will receive the same price (the “Final Price”), which will be determined by Snakk and the Lead Manager based upon the number of Shares to be sold and the demand for those Shares from institutions and other wholesale investors, and will not be less than the Volume Weighted Average Price (“VWAP”) of Snakk Shares on the NXT Market in the 30 trading days prior to the date of the Letter (adjusted for any share reconstruction by Snakk during that period) (the “Minimum Price”); or
- (b) Purchase more Shares, as long as the number purchased will take your holding to at least a Minimum Holding, subject to applying to purchase a maximum of 10,000 Shares. In order to purchase Shares you will need to pay the Final Price per Share that you are

purchasing by providing a one-time direct debit out of your bank account.

- 2.2 If you choose to participate in the Plan by selling your Shares, you must participate in respect of all of your Shares as specified in your Participation Notice (“Participating Sale Shares”).
- 2.3 If you choose to participate in the plan by purchasing Shares, you may request to purchase as many Shares as you wish up to a maximum of 10,000 Shares, as long as you purchase such number of Shares as will result in you holding at least a Minimum Holding (“Participating Purchase Shares”).
- 2.4 If you are the holder of less than a Minimum Holding on the Record Date and you do not respond with your chosen action and do not increase your holding to greater than a Minimum Holding before execution of the bookbuild under the Plan, your Shares will be sold on your behalf under the Plan, and the proceeds returned to you.
- 2.5 If you hold greater than a Minimum Holding and you do not wish to participate in the Plan and instead wish to retain your Shares you do not need to do anything.

3. Overseas Shareholders

Snakk may, in its absolute discretion, elect not to offer participation in the Plan to shareholders whose address is outside New Zealand if Snakk considers that to do so would risk breaching the laws of any jurisdiction.

As at the date of this Plan Document, the Plan is only available to shareholders who have an address on Snakk’s share register in New Zealand, although the Snakk Board may amend this policy at any time, in its sole discretion.

4. Exclusion where Liens or Charges over Shares

If you hold any Shares over which Snakk has a lien or charge or over which there is a Court order or lien, those Shares are not eligible to participate in the Plan.

5. Participation Election

- 5.1 To participate in the Plan you must make a “Participation Election” in one of the following ways:
 - (a) **Online Election** – by visiting www.snakkshareplan.com. You will be required to enter your Common Shareholder Number and postcode before you can make your Participation Election. If you make an Online Election, you will be required to confirm that you have read, understood and complied with the terms and conditions of the Plan; or
 - (b) **Participation Notice** – by completing the enclosed personalised Participation Notice which accompanies this Plan Document and returning it to Computershare Investor Services Limited

("Computershare"), Snakk's Share Registrar, in one of the following ways:

Email: snakk@computershare.co.nz

Mail: Computershare Investor Services Limited
Level 2, 159 Hurstmere Road
Takapuna, Auckland
Private Bag 92119,
Auckland 1142, New Zealand

or such other person or address as Snakk may determine from time to time.

- 5.2 You must make your Participation Election before 5.00pm on Closing Date by following one of the steps in clause 5.1.
- 5.3 You will be deemed to have accepted the offer to participate in the Plan:
- (a) in the case of an Online Election, when the Online Election is made; or
 - (b) in the case of a Participation Notice, when the Participation Notice is received by Computershare.

6. Sale of Shares

Upon the Closing Date, the total number of Participating Sale Shares and Participating Purchase Shares will be known. Subject to scaling of the Participating Purchase Shares, the difference between these two amounts will constitute the "Plan Block Trade Shares".

After 5.00pm on the Closing Date, the total number of Plan Block Trade Shares will be sold in a block trade managed by the Lead Manager to investors including institutional investors, other wholesale investors and Snakk shareholders. The block trade will be completed, with title to the Shares sold under the block trade transferred not more than four business days after the Closing Date, being the "Settlement Date". The proceeds will be returned to you in accordance with clause 10 below.

The aim of the block trade will be to maximise the price achieved for the total number of Participating Shares at one time. The sale will only proceed if the Final Price is at least the Minimum Price.

7. Payment for Purchases

If you apply to purchase Shares via the Plan, in completing your Participation Election, you will need to also provide the details required to allow a one-time direct payment out of your bank account. One-time direct debits will only be processed from New Zealand registered banks. You must ensure that:

- the bank account details supplied are correct;

- there are sufficient funds in the specified bank account;
- you have the authority to operate the account solely/jointly; and
- the bank account you nominated is one which will allow the one-time direct debit to be made. For example, certain savings accounts may not allow money to be withdrawn in this manner. If you are uncertain, you should contact your bank.

The direct debit will be applied to your account on the Settlement Date.

If the direct debit is unsuccessful, your purchase of Shares will be rejected. If you are the holder of less than a Minimum Holding and your purchase is rejected, your Shares may then be sold in accordance with clause 2.

The terms and conditions for one-time direct debit can be obtained by calling (09) 488 8777 during the Plan Period.

8. Right to Cancel

If you choose to participate in the Plan but then change your mind, you have the right to cancel your participation in the Plan.

You can cancel your participation in the Plan by contacting Computershare with your name and CSN, stating you wish to cancel, using one of the following methods:

Email: snakk@computershare.co.nz

Mail: Computershare Investor Services Limited
 Level 2, 159 Hurstmere Road
 Takapuna, Auckland
 Private Bag 92119,
 Auckland 1142, New Zealand

Your cancellation must be received by Computershare before 5.00pm on the Closing Date.

9. Scaling of Participating Shares

There is no guarantee that the total number of Participating Sale Shares will be sold or that the total number of Participating Purchase Shares will be purchased.

- (a) **Scaling of Participating Sale Shares:** Snakk and the Lead Manager will use all reasonable endeavours to procure buyers for all of the Participating Sale Shares while maximising the Final Price. However, there is no guarantee that all Participating Sale Shares will be able to be sold. In the event that some, but not all, Participating Sale Shares can be sold, scaling will take place as determined at the discretion of Snakk and the Lead Manager. When making scaling decisions, Snakk and the Lead Manager intend to take into account the following:
- (i) If possible, all Shares being sold by holders of less than a Minimum Holding will be sold first.

- (ii) If all Shares being sold by holders of less than a Minimum Holding can be sold, but not all other Participating Sale Shares can be sold, the remaining Participating Sale Shares will be scaled in bands:
- those holding between a Minimum Holding and the mid-point between the Minimum Holding and the Participation Limit (the “Mid-Point”) will, to the extent possible, be scaled least;
 - followed by those holding more than the Mid-Point, whose selling interest will be scaled the most (i.e. they are least likely to sell Shares in the event of scaling).

- (b) **Scaling of Participating Purchase Shares:** Snakk and the Lead Manager will not scale any interest in purchasing shares by any participating holder of Shares as long as the holding by the individual holder on the Settlement Date will be no more than the Participation Limit following settlement of any Shares acquired under the Plan and as long as there are sufficient Participating Sale Shares to accommodate this amount of demand. If there are insufficient Participating Sale Shares to accommodate this amount of demand, then holders who hold less than the Participation Limit but wish to purchase more will be scaled as determined at the discretion of Snakk and the Lead Manager.

Demand by a participating holder to increase its holding to more than the Participation Limit may be scaled by Snakk as determined at the discretion of Snakk and the Lead Manager, taking into account the overall demand for the block trade, the demand by the holder relative to its previous holdings and Snakk’s wish to introduce new major shareholders onto the company’s Share register.

10. Payment of Proceeds

You will be paid the proceeds of sale of any Participating Sale Shares sold under the Plan as soon as practicable after the Settlement Date and in any case within five business days of the Settlement Date.

Your proceeds will be paid by way of direct credit to your bank account, if you provide your bank account details on your Participation Notice or if Computershare already holds your bank account details. If Computershare does not hold your bank account details or if you tick the “Cheque” box on your Participation Notice, then a cheque will be sent to the address listed in the share register as at the date of sale of the Participating Sale Shares.

11. Compliance with Laws, Market Rules and Constitution

The Plan will not operate to the extent it would breach any applicable law, the NXT Market Rules or any provision of Snakk’s Constitution.

The Plan is subject to the NXT Market Rules and to any rules for clearing/settlement which apply to the NXT Market from time to time (together, the “Rules”) and in the event of any inconsistency between the Plan and the Rules, the Rules will apply.

The Plan is operated in reliance upon the Financial Markets Conduct (Snakk Media Limited Share Sale Plan) Exemption Notice 2016.

12. Statements

If you choose to participate in the Plan (or if Shares are sold on your behalf pursuant to clause 2.4), Snakk will send a statement to your address or electronic mail address (if you have elected to receive communications electronically) as set out in Snakk's share register within five business days of the Settlement Date detailing:

- (a) your holding of Shares following the Plan;
- (b) the market price for each Share which was sold/purchased under the Plan;
- (c) if you have elected to sell Shares, the total proceeds you will receive for your Participating Sale Shares;
- (d) if you have elected to purchase Shares, the total consideration you will pay for your Participating Purchase Shares; and
- (e) such other matters required by law with respect to the sale or purchase of Shares.

13. Termination, Suspension and Modification

The Board of Snakk may, at its sole discretion, at any time terminate, suspend or modify the Plan. However, the Plan will not be terminated, suspended or modified while the Plan is open for participation by shareholders.

14. Effect of Participation

Your election to participate in the Plan only applies in relation to the offer detailed in the Letter. Snakk may choose to undertake the Plan again, in which case you will be sent a new Letter and you will need to complete a further Participation Election should you wish to participate.

15. Costs

You will not be charged for participating (or cancelling your participation) in the Plan. You will not incur any brokerage costs on the sale or purchase of any Participating Shares. Snakk will pay brokerage fees and registry costs on all share transactions by shareholders under the Plan. Purchasers of Shares via the block trade will pay brokerage to any brokers involved at usual market rates (although this will not apply to participants in the Plan who elect to purchase Shares under the Plan). In addition, Snakk will not pay brokerage fees and registry costs for any director or associated person of a director who elects to purchase Shares under or in conjunction with the Plan.

Snakk will not pay for any other costs incurred by you in connection with the Plan, including financial adviser fees or legal fees.

16. Governing Law

The Plan and its operation will be governed by the laws of New Zealand.



DIRECTORY

ISSUER

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Email: investors@snakkmedia.com
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LEGAL ADVISORS

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New Zealand

ADVISOR AND LEAD MANAGER

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New Zealand

Telephone: +64 9 213 3474
Email: info@mirocapital.co.nz
Website: www.mirocapital.co.nz

SHARE REGISTRAR

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Private Bag 92119
Auckland 1142
New Zealand

Telephone: +64 9 488 8777