

13 September 2012

ASX ANNOUNCEMENT

Non-Renounceable Rights Issue to Shareholders – Despatch of Rights Issue Letter of Offer

Humanis Group Limited (ASX: HUM) wishes to advise that the attached letter of offer and entitlement and acceptance form has today been sent to all eligible Humanis Group Limited shareholders with a registered address in Australia and New Zealand.

For further information, please contact:

Investor enquiries:

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About Humanis Group Limited

Humanis Group Limited (ASX code: HUM) is a specialist labour hire, professional placement and international recruitment firm trading under three key brands: Bluestone Recruitment, ResCo Services and Ultimate Skills. With operations spanning Australia, New Zealand and the Philippines, Humanis has 40 offices and 700 staff supplying a skilled workforce of more than 6,000 on a weekly basis to a client base of principally ASX Top 200 companies. The Group has core capabilities encompassing temporary, permanent and international recruitment with a focus on the skills and labour constrained industries, including energy (coal, oil & gas), resources, transport, logistics and financial services.

13 September 2012

[Eligible Shareholder Name]
[Eligible Shareholder address]

Dear Eligible Shareholder

LETTER OF OFFER: NON RENOUNCEABLE RIGHTS ISSUE

The board of Humanis Group Limited (**the Company**) (ASX: HUM) is pleased to offer you the opportunity to participate in a 1 for 1.697 pro-rata non-renounceable rights issue, as set out in this letter of offer. The offer is available to all eligible shareholders as defined in Section 2.11 below (**Eligible Shareholders**).

1. Introduction

1.1 Key Details

The Company invites Eligible Shareholders to participate in a pro-rata non-renounceable partially underwritten rights issue on the basis of 1 fully paid ordinary share in the Company (**Share**) for every 1.697 Shares held at an issue price of \$0.03 per Share (**Issue Price**). The rights issue will result in the issue of approximately 166,666,667 new Shares (**New Shares**) to raise a total of approximately \$5 million (**Rights Issue**).

The Issue Price of \$0.03 per New Share represents a discount of approximately 22% to the volume weighted average share price for the Shares on ASX over the 15 day VWAP for the period ending 31 August 2012 (being the last day of trading before the announcement of the Rights Issue on 3 September 2012).

The Rights Issue is partially underwritten by Gleneagle Securities (Aust) Pty Ltd ACN 136 930 526 (**Underwriter**) to the extent of \$4 million (i.e. approximately 133,333,333 New Shares), which is conditional on sub-underwriters subscribing for the full amount of their commitment set out in Section 2.7.

The funds raised under the Rights Issue will be used for the Company's general working capital requirements in order to continue its strategic growth program.

New Shares offered under the Rights Issue that are not applied for by Eligible Shareholders under their entitlement will form the shortfall (**Shortfall**) that will be dealt with by the Underwriter. See Section 2.7 for further details of the underwriting agreement.

The pro-forma consolidated balance sheet in Section 2.5 illustrates the effect of the Rights Issue on the Company.

1.2 Rights Issue pursuant to section 708AA of the Corporations Act

The Rights Issue is made pursuant to section 708AA of the *Corporations Act 2001* (Cth) (**Act or Corporations Act**) without the issue of a prospectus or disclosure document under Chapter 6D of the Act. This letter of offer is not a prospectus.

The Company is a disclosing entity for the purpose of section 111AC of the Act and as such it is subject to regular reporting and disclosure obligations under section 674 of the Act and the ASX Listing Rules (**Listing Rules**). These obligations require the Company to notify ASX of information about specified events and matters as they arise for the purpose of ASX making that information available to the securities exchange conducted by ASX. In particular, the Company has an obligation under the Listing Rules (subject to certain limited exceptions) to notify ASX immediately once it is or becomes aware of any information concerning the Company which a reasonable person would expect to have a material effect on the price or value of Shares issued by the Company.

In accordance with section 708AA of the Act, the Company will provide the ASX with a notice under section 708AA(2)(f). That notice is required to:

- (a) set out any information that has been excluded from a continuous disclosure notice in accordance with the Listing Rules and that investors and their professional advisers would reasonably require, and would reasonably expect to find in a disclosure document, for the purpose of making an informed assessment of:
 - (i) the assets and liabilities, financial position and performance, profits and losses and prospects of the Company; or
 - (ii) the rights and liabilities attaching to the New Shares; and
- (b) state the potential effect of the issue of the New Shares on the control of the Company and the consequences of that effect.

1.3 Timetable

The Rights Issue is being conducted in accordance with the following timetable:

Announcement of Rights Issue, lodgement of Appendix 3B and section 708AA(2)(f) cleansing notice	3 September 2012
"Ex" Date (date from which securities commence trading without the entitlement to participate in the Rights Issue)	6 September 2012
Record Date (date for determining entitlements to participate in the Rights Issue)	12 September 2012
Despatch of Rights Issue letter of offer and personalised Entitlement and Acceptance Form to Eligible Shareholders	13 September 2012
Closing Date for acceptances (5pm Perth time)	27 September 2012
Securities quoted on a deferred settlement basis	28 September 2012
Notification to ASX of under subscriptions	3 October 2012
Allotment of New Shares	4 October 2012

Despatch date/deferred settlement trading ends.	8 October 2012
Trading of New Shares expected to commence on ASX	9 October 2012
Issuer statements/CHESS notices sent to Shareholders to confirm allotment of New Shares	9 October 2012

This timetable is indicative only and subject to change. The Company reserves the right to change the dates, including the Closing Date without prior notice, subject to the Listing Rules. Any extension of the Closing Date will have a consequential effect on the anticipated date for the allotment and issue of the New Shares.

2. Details of the Rights Issue

2.1 The Offer

The Company is making a partially underwritten pro rata non-renounceable offer of New Shares to Eligible Shareholders to subscribe for 1 New Share for every 1.697 Shares held at the Record Date at the Issue Price of \$0.03 per New Share (the **Offer**). Fractional entitlements to New Shares will be rounded down to the nearest whole New Share.

Your entitlement to New Shares under the Rights Issue (**Entitlement**) is shown on the accompanying Entitlement and Acceptance Form. Details on how to accept the Offer are set out in section 3.

2.2 Size of the Offer

As at 31 August 2012, the Company had on issue 282,820,778 Shares.

Approximately 166,666,667 New Shares will be offered to raise approximately \$5 million, before the expenses of the Rights Issue. Upon completion of the Rights Issue, the Company will have approximately 449,487,445 Shares on issue. The exact number of New Shares to be issued pursuant to the Rights Issue cannot be calculated until entitlements have been determined following the Record Date.

2.3 Options

No options will be granted under the Rights Issue. The Company currently has the following options on issue.

Options	Number
Exercisable at \$7.50, expiring 13 July 2013	141,000
Exercisable at \$0.08, expiring 31 July 2017	12,500,000
Exercisable at \$0.08, expiring 8 August 2017	8,500,000

Optionholders are not entitled to participate in the Rights Issue without first exercising their options (in accordance with the terms and conditions of their options) and being registered as a Shareholder on the Record Date.

In accordance with the Listing Rules and the terms of offer of the relevant options, the exercise price of some of the options may change as a result of the Rights Issue.

2.4 Use of funds of the Rights Issue

The purpose of the Rights Issue is to raise approximately \$5 million. The proceeds of the Rights Issue are planned to be used as follows:

Proceeds of the Rights Issue	\$
Working capital	4,695,000
Costs of the Offer	305,000
Total	5,000,000

2.5 Pro-Forma Balance Sheet

The following pro-forma consolidated balance sheet illustrates the effect of the Rights Issue on the Company. It has been prepared based on the unaudited financials as at 30 June 2012. It is not intended to represent the financial position of the Company upon completion of the Rights Issue. It is provided as an illustration of the effect of the Rights Issue. The actual impact on the Company is dependent on a range of factors, many of which are outside the control of the Company.

The unaudited pro-forma balance sheet as at 30 June 2012 below has been prepared on the basis of the accounting policies normally adopted by the Company and reflects the changes to its financial position as noted below. They have been prepared on the assumption that all New Shares pursuant to the Offer in this letter of offer are issued.

The pro-forma balance sheet has been prepared to provide Shareholders with information on the pro-forma assets and liabilities of the Company. The pro-forma financial information is presented in an abbreviated form, insofar as it does not include all of the disclosures required by Australian Accounting Standards applicable to annual financial statements.

	Unaudited 30 June 2012 \$	Partially Underwritten Non- renounceable Rights Issue \$	Proforma Unaudited 30 June 2012 \$
ASSETS			
Current assets			
Cash and cash equivalents	1,669,831	4,695,000	6,364,831
Trade and other receivables	43,207,097		43,207,097
Inventories	2,321,209		2,321,209
Prepayments and other current assets	1,658,677		1,658,677
Intangible Asset	11,000,000		11,000,000
Total current assets	59,856,814		64,551,814
Non-current assets			
Other financial assets	163,331		163,331
Property, plant and equipment	9,608,331		9,608,331
Intangible assets	64,419,278		64,419,278
Total non-current assets	74,190,940		74,190,940
Total assets	134,047,754		138,742,754
LIABILITIES			
Current liabilities			
Trade and other payables	39,033,235		39,033,235
Provisions	16,298,168		16,298,168
Borrowings	23,521,428		23,521,428
Total current liabilities	78,832,831		78,832,831
Non-current liabilities			
Borrowings	1,587,478		1,587,478
Provisions	621,724		621,724
Total non-current liabilities	2,209,202		2,209,202
Total liabilities	81,042,033		81,042,033
Net assets	53,005,721		57,700,721
EQUITY			
Contributed equity	87,103,125	4,695,000	91,798,125
Reserves	661,467		661,467
Retained earnings	(34,758,871)		(34,758,871)
Total equity	53,005,721		57,700,721
Capital and reserves attributable to owners of Humanis Group Limited	53,005,721		57,700,721

Notes to the pro-forma balance sheet:

- (a) The consolidated balance sheet of 30 June 2012 has been extracted from the unaudited financial statements released to ASX on 31 August 2012. No account has been taken of any trading or transactions of the Company since 30 June 2012 except for the transactions noted below.
- (b) The adjustment to share capital reflects the issue of approximately 166,666,667 New Shares pursuant to the Rights Issue.
- (c) The adjustment to cash reflects raising approximately \$5 million under the Rights Issue, net of costs.

2.6 No rights trading

The Rights Issue is non-renounceable. Accordingly, there will be no trading of rights to subscribe for the New Shares pursuant to this letter of offer (**Rights**) on ASX and Rights may not be sold or transferred.

Any New Shares not taken up by an Eligible Shareholder by the Closing Date will form part of the Shortfall and will be dealt with by the Underwriter.

2.7 Underwriting Agreement

The Rights Issue is partially underwritten by the Underwriter to the extent of \$4 million (i.e. approximately 133,333,333 New Shares).

On 3 September 2012, the Company and the Underwriter entered into an underwriting agreement (**Underwriting Agreement**) whereby the Underwriter agreed to partially underwrite the Rights Issue offer.

Pursuant to the Underwriting Agreement, the Company has agreed to pay the Underwriter an underwriting and management fee equal to the value of 5% of all of the New Shares the subject of the Rights Issue offer at the Issue Price, as well as all reasonable costs and expenses incurred by the Underwriter in connection with the Offer.

The Underwriter proposes to sub-underwrite 100% of the underwriting to various sophisticated and professional investors. The Underwriter's commitment to underwrite the Rights Issue is subject to the Underwriter sub-underwriting 100% of the Underwritten Amount. Any sub-underwriting fees payable will be the responsibility of the Underwriter.

The Underwriting Agreement also provides that in the event that:

- (a) a sub-underwriter does not comply with some or all of its subscription and payment obligations under the relevant sub-underwriting agreement (**Defaulting Sub-underwriting Agreement**); and
- (b) the Underwriter has used all reasonable efforts to obtain a commitment from other sub-underwriters to take up those obligations (**Defaulting Shortfall Shares**),

then the Underwritten Amount will be reduced by the number of Defaulting Shortfall Shares such that the Underwriter's obligation to subscribe or procure subscription for the Defaulting Shortfall Shares or pay or procure payment to the Company under the

Underwriting Agreement, are relieved in respect of the amount of the Defaulting Shortfall Shares and subscription moneys to which the Defaulting Sub-underwriting Agreement relates.

As at the date of this letter, the Underwriter has received commitments from the following sub-underwriters for the following amounts:

	Commitment \$	Current Holding (%)	Proforma (Gleneagle Est.) (%)
Regal Funds Management Pty Ltd	\$1,000,000	14%	17%
TIGA Trading Pty Ltd	\$1,275,798	5.5%	14%
Moar Investments Pty Ltd (an entity associated with Craig Ransley and Andrew Poole, Directors of the Company)	\$1,000,000	Craig Ransley - 6.7% Andrew Poole - 5.4%	12.5% 11.6%
Gleneagle Securities (Aust) Pty Ltd	\$237,101	1.3%	3%
Kalonda Pty Ltd ATF the Leibowitz Family Trust (associated with Tony Leibowitz, Director of the Company)	\$237,101	0%	2%
Clients of Patersons Securities	\$250,000	0.3%	2%
Total	\$4,000,000	33.2%	55%

(In calculating the Pro-forma ownership, Gleneagle has assumed NO shareholders participate in the Offer other than the sub-underwriters).

The Underwriter may terminate its obligations under the Underwriting Agreement if any one or more of the following events occurs in the reasonable opinion of Underwriter:

- (a) **(indices fall)**: the S&P/ASX 200 Index or All Industrials Index as published by ASX is at any time after the date of the Underwriting Agreement 5% or more below its level as at the close of trading on the business day prior to the date of the Underwriting Agreement; or
- (b) **(this document)**: the Company does not lodge this document on the lodgement date or this document or the Offer is withdrawn by the Company; or
- (c) **(no approval for quotation)**: approval for quotation has not been granted by the latest date as specified in the timetable or, having been granted, is subsequently withdrawn, withheld or qualified for any reason; or
- (d) **(repayment or withdrawal rights)**: the Company repays any application monies or gives the applicants the right to withdraw their applications for New Shares under section 724(2) of the Corporations Act; or
- (e) **(section 730 notice)**: any person gives a notice under section 730 of the Corporations Act; or

- (f) **(misleading offer document)**: it transpires that there is a statement in this document that is misleading or deceptive or likely to mislead or deceive, or that there is an omission from this document (having regard to the provisions of section 708AA(7) of the Corporations Act) or if any statement in this document becomes misleading or deceptive or likely to mislead or deceive or if the issue of this document is or becomes misleading or deceptive or likely to mislead or deceive; or
- (g) **(restriction on allotment)**: the Company is prevented from allotting the New Shares within the time required by the Underwriting Agreement, the Corporations Act, the Listing Rules, any statute, regulation or order of a court of competent jurisdiction by ASIC, ASX or any court of competent jurisdiction or any governmental or semi governmental agency or authority; or
- (h) **(ASIC prosecution)**: ASIC:
 - (i) prosecutes or gives notice of an intention to prosecute; or
 - (ii) commences proceedings against, or gives notice of an intention to commence proceedings against,

the Company or any of their respective directors, officers, employees or agents in relation to this document, or the Offer; or

- (i) **(Takeovers Panel)**: the Takeovers Panel makes a declaration that circumstances in relation to the affairs of the Company, the Rights Issue, or the Offer are unacceptable circumstances under Pt 6.10 of the Corporations Act, or an application for such a declaration is made to the Takeovers Panel; or
- (j) **(authorisation)**: any authorisation which is material to anything referred to in this document is repealed, revoked or terminated or expires, or is modified or amended in a manner unacceptable to the Underwriter; or
- (k) **(indictable offence)**: a director or senior manager of the Company is charged with an indictable offence; or
- (l) **(termination events)**: subject to certain qualifications, any of the following events occurs:
 - (i) **(material default)**: a material default or breach by the Company under the Underwriting Agreement of any terms, condition, covenant or undertaking;
 - (ii) **(incorrect or untrue representation)**: any representation, warranty or undertaking given by the Company in the Underwriting Agreement is or becomes untrue or incorrect;
 - (iii) **(contravention of Constitution or Act)**: a contravention by the Company of any provision of the Constitution, the Corporations Act, the Listing Rules or any other applicable legislation or any policy or requirement of ASIC or ASX;
 - (iv) **(adverse change)**: an event occurs which gives rise to a material adverse effect or any adverse change or any development including a prospective adverse change after the date of the Underwriting Agreement in the assets, liabilities, financial position, trading results, profits, forecasts, losses, prospects, business or operations of the Company as disclosed to the ASX;

- (v) **(error in due diligence results)**: it transpires that any of the due diligence results were false, misleading or deceptive or that there was an omission from them;
- (vi) **(significant change)**: a "new circumstance" as referred to in section 719(1) of the Corporations Act arises that is materially adverse from the point of view of an investor;
- (vii) **(public statements)**: without the prior approval of the Underwriter a public statement is made by the Company in relation to the Offer, the Rights Issue or this document;
- (viii) **(misleading information)**: any information supplied at any time by the Company or any person on its behalf to the Underwriter in respect of any aspect of the Offer or the Rights Issue or the affairs of the Company is or becomes misleading or deceptive or likely to mislead or deceive;
- (ix) **(change in act or policy)**: there is introduced, or there is a public announcement of a proposal to introduce, into the Parliament of Australia or any of its States or Territories any Act or prospective Act or budget or the Reserve Bank of Australia or any Commonwealth or State authority adopts or announces a proposal to adopt any new, or any major change in, existing, monetary, taxation, exchange or fiscal policy;
- (x) **(prescribed occurrence)**: any of the events detailed in sections 652C(1)(a)-(h) and (2)(a)-(e) inclusive of the Corporations Act, but substituting the Company for "target" occurs, other than the issue of the New Shares in accordance with this document;
- (xi) **(suspension of debt payments)**: the Company suspends payment of its debts generally;
- (xii) **(Event of Insolvency)**: an event of insolvency occurs in respect of the Company;
- (xiii) **(judgment against the Company)**: a judgment in an amount exceeding \$50,000 is obtained against the Company and is not set aside or satisfied within 7 days;
- (xiv) **(litigation)**: litigation, arbitration, administrative or industrial proceedings are after the date of the Underwriting Agreement commenced or threatened against the Company;
- (xv) **(Board and senior management composition)**: there is a change in the composition of the Board or a change in the senior management of the Company without the prior written consent of the Underwriter;
- (xvi) **(takeover)**: a takeover offer or scheme of arrangement pursuant to Chapter 5 or 6 of the Corporations Act is publicly announced in relation to the Company;
- (xvii) **(timetable)**: there is a delay in any specified date in the timetable which is greater than 3 Business Days;

- (xviii) (**force majeure**): any act of god, war, revolution or any unlawful act against public order or authority, an industrial dispute, a governmental restraint, or any other event which is not within the control of the parties affecting the Company's business or any obligation under the Underwriting Agreement lasting in excess of 7 days occurs;
- (xix) (**certain resolutions passed**): the Company passes or takes any steps to pass a resolution under section 254N, section 257A or section 260B of the Corporations Act or a resolution to amend its constitution without the prior written consent of the Underwriter;
- (xx) (**capital structure**): the Company alters its capital structure in any manner not contemplated by this document;
- (xxi) (**investigation**): any person is appointed under any legislation in respect of companies to investigate the affairs of the Company;
- (xxii) (**material adverse change in financial markets**) any of the following occurs:
 - (A) any material adverse change or disruption to the political conditions or financial markets of Australia, Japan, the United Kingdom or the United States of America;
 - (B) a general moratorium on commercial banking activities in Australia, the United States of America, Japan or the United Kingdom is declared by the relevant central banking authority in any of those countries, or there is a material disruption in commercial banking or security settlement or clearance services in any of those countries; or
 - (C) trading in all securities quoted or listed on ASX, the London Stock Exchange or the New York Stock Exchange is suspended or limited in a material respect for one day on which that exchange is open for trading;

in each case the effect of which is such in the reasonable opinion of the Underwriter to have a material adverse effect.

- (xxiii) (**hostilities**): there is an outbreak of hostilities or a material escalation of hostilities (whether or not war has been declared) after the date of the Underwriting Agreement involving one or more of Australia, New Zealand, Indonesia, any of the republics formerly comprising the Union of Soviet Socialist Republics, Russia, the United Kingdom, the United States of America, India, Pakistan, or the Peoples Republic of China, Israel or any member of the European Union, or a terrorist act is perpetrated on any of those countries or any diplomatic, military, commercial or political establishment of any of those countries anywhere in the world, the effect of which is such in the reasonable opinion of the Underwriter to have a material adverse effect.

The Underwriting Agreement also contains a number of indemnities, representations and warranties from the Company to the Underwriter that are standard for an agreement of this type.

2.8 Potential effect on control

For compliance purposes, the table below sets out the maximum shares/holdings the Underwriter could theoretically obtain as a result of the Rights Issue. However, as noted in Section 2.7, the Underwriter has assigned the benefit of the Underwriting Agreement to the nominated sub-underwriters, none of which will exceed 20% of the issued shares following the Rights Issue.

The following table sets out the number of Shares and approximate percentage of shareholding of the Underwriter (and its related bodies corporate) after completion of the Rights Issue, assuming different levels of acceptances by Eligible Shareholders and that no options are exercised prior to the Record Date.

100% of non-Underwriter entitlements taken up	50% of non-Underwriter entitlements taken up	0% of non-Underwriter entitlements taken up (i.e. all New Shares are taken up by the Underwriter under the Underwriting Agreement)
The Underwriter in its own capacity and as trustee for various clients (and related bodies corporate of the Underwriter) will hold 52,150,078 Shares on completion of the Rights Issue, being approximately 8.94% of the Shares on issue	The Underwriter in its own capacity and as trustee for various clients (and related bodies corporate of the Underwriter) will hold 99,387,918 Shares on completion of the Rights Issue, being approximately 23.88% of the Shares on issue	The Underwriter in its own capacity and as trustee for various clients (and related bodies corporate of the Underwriter) will hold 158,607,526 Shares on completion of the Rights Issue, being approximately 38.11% of the Shares on issue

As illustrated in the above table, the potential effect of the Rights Issue on the control of the Company, and the consequences of that effect, is as follows:

- (a) If no Eligible Shareholder accepts the Rights Issue and there is a 100% shortfall, the Underwriter will be required to subscribe for 133,333,333 New Shares (i.e. the Underwritten Amount) and will therefore acquire an interest in up to 38.11% of the enlarged issued capital of the Company on completion of the Rights Issue. The Underwriter's obligation to subscribe for New Shares reduces proportionately to the acceptances by Eligible Shareholders;
- (b) If all Eligible Shareholders take up their entitlements under the Rights Issue then the Rights Issue will have no significant effect on the control of the Company. The Underwriter (and its related bodies corporate) will continue to hold approximately 8.94% of the Shares on issue and there will be no change in the maximum possible voting percentage held by the Underwriter;
- (c) If all Eligible Shareholders do not take up their entitlements under the Rights Issue then the interests of those non-participating Shareholders will be diluted, and the Underwriter's shareholding (which includes Shares held on trust for

various clients of the Underwriter) over which it has voting power (together with its related bodies corporate) will increase from approximately 8.94% to 12.53%. The Underwriter will also be required to subscribe for 133,333,333 New Shares and will therefore acquire an interest in up to 25.58% of the enlarged issued capital of the Company on completion of the Rights Issue; and

- (d) If the Rights Issue is partially subscribed to the extent of 50% then the interests of those non-participating Shareholders will be diluted, and the Underwriter's shareholding (which includes Shares held on trust for various clients of the Underwriter) over which it has voting power (together with its related bodies corporate) will increase from approximately 8.94% to 12.53%. The Underwriter will also be required to subscribe for 81,877,160 New Shares and will therefore acquire an interest in up to 11.35% of the enlarged issued capital of the Company on completion of the Rights Issue.

The Underwriter proposes to sub-underwrite all of the Underwritten Amount in which case the proportion of the Company that it would hold as a result of the Shortfall would decrease by the proportion of the underwriting that was sub-underwritten.

The above calculations assume that 133,333,333 New Shares are issued under the Rights Issue. However, the exact number of New Shares to be issued pursuant to the Rights Issue cannot be calculated until entitlements have been determined following the Record Date.

2.9 ASX quotation of New Shares

The Company has made an application to ASX for the New Shares to be granted quotation on ASX. If that permission is not granted by ASX, the Company will not issue any New Shares and all application monies received (without interest) will be refunded in full to the applicants.

Trading of the New Shares will, subject to ASX approval, occur on or about the date specified in the timetable in Section 1.3 above.

2.10 Allotment of New Shares

Subject to the New Shares being granted quotation on ASX, the New Shares will be allotted and issued, and holding statements despatched, in accordance with the timetable. It is expected that New Shares will be allotted on 4 October 2012, and that shareholder statements for the New Shares will be issued on 8 October 2012.

2.11 Eligible Shareholders

The Company is making the Offer to Eligible Shareholders only.

Eligible Shareholders are those holders of Shares who are registered as a holder of Shares as at 5.00pm (**Perth** time) on the Record Date whose address (as registered with the Company's Share Registry) is in Australia or New Zealand.

2.12 Foreign Shareholders

This letter of offer and Entitlement and Acceptance Form is only being sent to Shareholders with registered addresses in Australia and New Zealand on the Record Date.

In accordance with the ASX Listing Rules and Corporations Act, the Company has considered the number of shareholders whose registered address is outside Australia or New Zealand, the number and value of Shares held by these foreign shareholders, the number and value of New Shares that these foreign shareholders would be offered under the Rights Issue and the costs of complying with legal and regulatory requirements of those jurisdictions outside of Australia and New Zealand. Taking this into consideration, the Company believes it to be unreasonable to extend the Rights Issue to all shareholders. Accordingly, the Rights Issue offer is not being extended to shareholders with a registered address outside Australia or New Zealand as at the Record Date.

2.13 No overseas offering

This letter of offer does not, and is not intended to, constitute an offer or invitation in the United States, to any US person, to any person acting for the account or benefit of a person in the United States, or in any other place or jurisdiction in which, or to any person to whom, it would not be lawful to make such an offer or invitation.

The distribution of this letter of offer in jurisdictions outside of Australia or New Zealand may be restricted by law and persons who come into possession of this offer should seek advice on and observe any such restrictions. Any failure to comply with such restrictions may constitute a violation of applicable securities laws.

No action has been taken by the Company to register the New Shares or otherwise permit an offering of the New Shares in any jurisdiction other than Australia or New Zealand. Eligible Shareholders resident in Australia or New Zealand holding Shares on behalf of persons who are resident overseas are responsible for ensuring that taking up Entitlements under the Offer does not breach regulations in the relevant overseas jurisdiction.

Eligible Shareholders who are nominees, trustees or custodians are advised to seek independent advice as to how to proceed.

2.14 U.S. Representations

If you submit an Entitlement and Acceptance Form or make a payment via BPAY or otherwise apply to participate in respect of New Shares, you will be deemed to have represented, warranted and agreed, on behalf of yourself and each person or account for which you are acting, that:

- (a) you understand and acknowledge that neither the Rights Issue nor the New Shares have been, or will be, registered under the U.S. Securities Act or any US state or other securities laws in any jurisdiction, and may not be offered, sold or otherwise transferred except in a transaction exempt from, or not subject to, the registration requirements of the U.S. Securities Act and any other applicable securities laws;
- (b) you are not in the United States of America and are not acting for the account or benefit of a person in the United States; and
- (c) you have not sent and will not send this letter of offer, the Entitlement and Acceptance Form or any other material relating to the Rights Issue to any person in the United States of America.

2.15 Rights and liability attaching to New Shares

The New Shares will, from allotment, rank equally with existing Shares. Full details of the rights and liabilities attaching to Shares are set out in the Company's Constitution, a copy of which is available for inspection at the Company's registered office during normal business hours.

2.16 Costs of the Offer

It is expected that the costs of the Offer will be approximately \$305,000 (excluding GST). This includes the underwriting fee payable to the Underwriter under the Underwriting Agreement of approximately \$250,000 (excluding GST). See Section 2.7 for further details on the calculation of the underwriting fee payable to the Underwriter.

3. Action required by Shareholders

3.1 Your choices

The accompanying Entitlement and Acceptance Form details the number of New Shares to which you are entitled. You may:

- (a) **take up all of your Entitlement in full** (refer to section 3.2);
- (b) **take up part of your Entitlement** and allow the balance to form part of the Shortfall (refer to section 3.3); or
- (c) **not take up any of your Entitlement** and allow all of your Entitlement to form part of the Shortfall (refer to section 3.4).

You cannot sell or transfer any of your Entitlement to another person.

That part of your Entitlement not taken up will form part of the Shortfall that will be dealt with by the Underwriter.

The issue price of any New Shares offered pursuant to the Shortfall shall be \$0.03 per Share, being the Issue Price at which the Entitlement has been offered to Eligible Shareholders under this letter of offer.

The Company reserves the right to reject any Entitlement and Acceptance Form that is not correctly completed or that is received after the Closing Date. In this case, any application monies (without interest) will be returned.

3.2 Take up all of your Entitlement

If you wish to take up your Entitlement in full, complete the Entitlement and Acceptance Form in accordance with the instructions set out on the form and forward it, together with your application monies in accordance with section 3.6 for the amount shown on the form, to reach Security Transfer Registrars Pty Ltd (**Share Registry**) by the Closing Date.

3.3 Taking up part of your Entitlement

If you wish to take up part of your Entitlement, complete the Entitlement and Acceptance Form for the number of New Shares you wish to take up and forward it, together with your application monies in accordance with section 3.6, to reach the Share Registry by the Closing Date. In this case, the New Shares not taken up by you will form part of the Shortfall and will be dealt with by the Underwriter.

3.4 Not take up any of your Entitlement

If you do not wish to accept any part of your Entitlement, you do not take any further action. In this case, your whole Entitlement will form part of the Shortfall and will be dealt with by the Underwriter.

3.5 Acceptance of your Entitlement

The method of acceptance of your Entitlement will depend on your method of payment being:

- (a) by BPAY; or
- (b) by cheque, bank draft or money order.

By completing and returning your personalised Entitlement and Acceptance Form or making a payment by BPAY, you will be deemed to have represented that you are an Eligible Shareholder.

Eligible Foreign Shareholders should allow for time constraints imposed by mail services when accepting their Entitlements.

3.6 Payment for New Shares

The Issue Price for each New Share accepted under your Entitlement is payable on application.

(a) Payment by BPAY

For payment by BPAY, please follow the instructions on the personalised Entitlement and Acceptance Form (which includes the Biller Code and your unique reference number). You can only make a payment via BPAY if you are the holder of an account with an Australian financial institution that supports BPAY transactions.

The reference number on the personalised Entitlement and Acceptance Form is used to identify your holding. If you have multiple holdings you will also have multiple reference numbers. You must use the reference number shown on each Entitlement and Acceptance Form to pay for each holding separately.

Please note that, should you choose to pay by BPAY:

- (i) you do not need to submit the personalised Entitlement and Acceptance Form, but are taken to have made the declarations on that personalised Entitlement and Acceptance Form; and

- (ii) if you do not pay for your full Entitlement, you are deemed to have taken up your Entitlement in respect of such whole number of New Shares which is covered in full by your application monies.

It is your responsibility to ensure that your BPAY payment is received by the Share Registry by no later than the Closing Date (subject to variation). You should be aware that your financial institution may implement earlier cut-off times with regard to electronic payment and you should, therefore, take this into consideration when making payment.

(b) Payment by cheque, bank draft or money order

For payment by cheque, bank draft or money order, you should complete your personalised Entitlement and Acceptance Form in accordance with the instructions set out on that form and return it to the address specified on the form accompanied by a cheque, bank draft or money order in Australian currency for the amount of the application monies, payable to "Humanis Group Limited – Rights Issue Account" and crossed "Not Negotiable".

Your cheque, bank draft or money order must be:

- (i) for an amount equal to \$0.03 multiplied by the number of New Shares that you are applying for; and
- (ii) in Australian currency drawn on an Australian branch of a financial institution.

You should ensure that sufficient funds are held in the relevant account(s) to cover the application monies. If the amount of your cheque for application monies (or the amount for which the cheque clears in time for allocation) is insufficient to pay in full for the number of New Shares you have applied for in your personalised Entitlement and Acceptance Form, you will be taken to have applied for such lower number of whole New Shares as your cleared application monies will pay for (and taken to have specified that number of New Shares on your personalised Entitlement and Acceptance Form). Alternatively, your application will not be accepted.

All payments must be in Australian currency. Other currency will not be accepted. Cash payments will not be accepted. Other currency or cash payments will be returned to the applicant and the acceptance will be deemed invalid. The amount payable on application will be deemed not to have been received until the Company's receipt of clear funds.

Receipts for payment will not be issued.

Application monies will be held on trust for applicants until allotment of the New Shares. Any application monies received for more than your final allocation of New Shares may be accepted and the Company may allot and issue more New Shares to you accordingly.

No interest will be paid on any application monies received or refunded. Interest earned on application monies will be for the benefit of the Company and will be retained by it whether or not allotment takes place.

3.7 Entitlement and Acceptance Form is binding

A completed and lodged Entitlement and Acceptance Form constitutes a binding offer to acquire New Shares on the terms and conditions set out in this letter of offer and, once lodged, cannot be withdrawn. If the Entitlement and Acceptance Form is not completed correctly, it may still be treated as a valid application for New Shares. The Directors' decision whether to treat an acceptance as valid and how to construe, amend or complete the Entitlement and Acceptance Form is final.

3.8 Representations by Acceptance

By completing and returning your personalised Entitlement and Acceptance Form or making a payment by BPAY, you will be deemed to have represented to the Company that you are an Eligible Shareholder and that you:

- (a) acknowledge that you have read and understand this letter of offer and your Entitlement and Acceptance Form in its entirety;
- (b) agree to be bound by the terms of the Offer, the provisions of this letter of offer and the Company's constitution;
- (c) authorise the Company to register you as the holder of New Shares allotted to you;
- (d) declare that all details and statements in the Entitlement and Acceptance Form are complete and accurate;
- (e) declare that you are over 18 years of age and have full legal capacity and power to perform all your rights and obligations under the Entitlement and Acceptance Form;
- (f) acknowledge that once the Company receives your Entitlement and Acceptance Form or any payment of application monies via BPAY, you may not withdraw your application or funds provided except as allowed by law;
- (g) agree to apply for and be issued up to the number of New Shares specified in the Entitlement and Acceptance Form, or for which you have submitted payment of any application monies via BPAY, at the Issue Price per New Share;
- (h) authorise the Company, the Underwriter, the Share Registry and their respective officers or agents to do anything on your behalf necessary for New Shares to be issued to you, including to act on instructions of the Share Registry upon using the contact details set out in your Entitlement and Acceptance Form;
- (i) declare that you were the registered holder(s) at the Record Date of the Shares indicated on the Entitlement and Acceptance Form as being held by you on the Record Date;
- (j) acknowledge that the information contained in this letter of offer and your Entitlement and Acceptance Form is not investment advice nor a recommendation that New Shares are suitable for you, given your investment objectives, financial situation or particular needs;

- (k) acknowledge that investments in the Company are speculative and involve risks;
- (l) acknowledge that neither the Company, the Underwriter or their respective related bodies corporate and affiliates and their respective directors, officers, partners, employees, representatives, agents, consultants or advisers, guarantees the performance of the Company, nor do they guarantee the repayment of capital;
- (m) agree to provide (and direct your nominee or custodian to provide) any requested substantiation of your eligibility to participate in the Offer and of your holding of Shares on the Record Date;
- (n) authorise the Company to correct any errors in your Entitlement and Acceptance Form or other form provided by you; and
- (o) represent and warrant that the law of any place does not prohibit you from being given this letter of offer and the Entitlement and Acceptance Form, nor does it prohibit you from making an application for New Shares and that you are otherwise eligible to participate in the Offer.

3.9 Brokerage

No brokerage is payable by Shareholders who accept their Entitlement. No stamp duty is payable for subscribing for an Entitlement.

3.10 Governing law

This letter of offer and the contracts which arise on the acceptance of applications are governed by the laws applicable in New South Wales and each applicant submits to the non-exclusive jurisdiction of the courts of New South Wales.

4. General information regarding the Rights Issue

4.1 Risks

An investment in New Shares should be regarded as speculative and involves many risks.

Eligible Shareholders intending to participate in the Rights Issue should refer to the announcements made by the Company to the ASX. This information is available from the ASX website, www.asx.com.au (ASX Code: HUM), and the Company's website, www.humanis.com.au.

Shareholders should consider the investment in the context of their individual risk profile for speculative investments, investment objectives and individual financial circumstances. Each Shareholder should consult their own stockbroker, solicitor, accountant or other professional adviser before deciding whether or not to invest in the New Shares.

The New Shares carry no guarantee with respect to the payment of dividends, returns of capital or the market value of those shares.

4.2 Tax consideration for investors

You should be aware that there may be taxation implications associated with participating in the Rights Issue. The Directors consider that it is not appropriate to give advice regarding the taxation consequences of subscribing for New Shares or the subsequent disposal of any New Shares. The Company, its advisers and its officers do not accept any responsibility or liability for any taxation consequences to Shareholders. The Directors recommend that all Shareholders consult their own professional tax advisers in connection with subscribing for, or subsequent disposal of, New Shares.

4.3 Enquiries

If you have any questions regarding the Rights Issue, please do not hesitate to contact Mr Mark Clements, Company Secretary on +61 3 9685 4400 or the Share Registry on +61 8 9315 2333 or contact your stockbroker or professional advisor.

Yours sincerely

Mr Tony Leibowitz
Non-Executive Chairman

THIS DOCUMENT IS IMPORTANT. IF YOU ARE IN DOUBT AS TO HOW TO DEAL WITH IT, PLEASE CONTACT YOUR STOCK BROKER OR LICENSED PROFESSIONAL ADVISOR.

SHARE REGISTRY:
Security Transfer Registrars Pty Ltd
All Correspondence to:
PO BOX 535,
APPLECROSS WA 6953 AUSTRALIA
770 Canning Highway,
APPLECROSS WA 6153 AUSTRALIA
T: +61 8 9315 2333 F: +61 8 9315 2233
E: registrar@securitytransfer.com.au
W: www.securitytransfer.com.au

1865109875

PAYMENT INSTRUCTIONS



Billers Code: 159483

BPAY® this payment via internet or phone banking.
Your reference number is quoted on the front of this form.

Multiple acceptances must be paid separately.

Applicants should be aware of their financial institution's cut-off time (the time payment must be made to be processed overnight) and ensure payment is processed by their financial institution on or before the day prior to the closing date of the offer. BPAY applications will only be regarded as accepted if payment is received by the registry from your financial institution on or prior to the closing date. It is the Applicant's responsibility to ensure funds are submitted correctly by the closing date and time.

You do not need to return this form if you have made payment via BPAY.

Your BPAY reference number will process your payment to your entitlement electronically and you will be deemed to have applied for such Securities for which you have paid.



CHEQUE/MONEY ORDER

All cheques should be drawn on an Australian bank and expressed in Australian currency and crossed "Not Negotiable".

Sufficient cleared funds should be held in your account as your acceptance may be rejected if your cheque is dishonoured.

Cheques or bank drafts drawn on overseas banks in Australian or any foreign currency will NOT be accepted. Any such cheques will be returned and the acceptance deemed to be invalid.

Do not forward cash as receipts will not be issued.

When completed, this form together with the appropriate payment should be forwarded to the share registry:

Security Transfer Registrars Pty Ltd
PO Box 535, APPLECROSS WA 6953.

Applications must be received by Security Transfer Registrars Pty Ltd no later than 5.00pm WST on the closing date.

EXPLANATION OF ENTITLEMENT

1. The front of this form sets out the number of Securities and the price payable on acceptance of each Security.
2. Your entitlement may be accepted either in full or in part.
There is no minimum acceptance.

ENQUIRIES

All enquiries should be directed to the Company's share registry:

Security Transfer Registrars Pty Ltd

PO Box 535, Applecross WA 6953 AUSTRALIA

770 Canning Highway, Applecross WA 6153 AUSTRALIA

Telephone +61 8 9315 2333

Facsimile +61 8 9315 2233

Email registrar@securitytransfer.com.au

PRIVACY STATEMENT

Personal information is collected on this form by Security Transfer Registrars Pty Ltd as the registrar for securities issuers for the purpose of maintaining registers of securityholders, facilitating distribution payments and other corporate actions and communications. Your personal details may be disclosed to related bodies corporate, to external service providers such as mail and print providers, or as otherwise required or permitted by law. If you would like details of your personal information held by Security Transfer Registrars Pty Ltd or you would like to correct information that is inaccurate please contact them on the address on this form.