

# THOMSON GEER

LAWYERS

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## Share Sale and Purchase Deed

*relating to the shares in the capital of Eftsure Pty Ltd ACN 168 403 736*

between

**The parties listed in column 1 of the table in Part A of Schedule 1 (Vendors)**

**The parties listed in column 7 of the table in Part A of Schedule 1 (Covenantors)**

**Ian Mirels (Mirels)**

**Mark Mervyn Chazan (Chazan)**

**Michael Kontorovich (Kontorovich)**

**Vector HoldCo Pty Ltd ACN 655 693 566 (HoldCo)**

**Vector BidCo Pty Ltd ACN 655 693 717 (Purchaser)**

**Level Equity Growth Partners V, L.P. (Level Investor)**

**Trinity Lane Capital LLC (Trinity Lane)**

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**This Deed** is made on

2021

- Between **The parties listed in column 1 of the table in Part A of Schedule 1** (each a **Vendor**, together the **Vendors**)
- And **The parties set out in column 7 of the table in Part A of Schedule 1** (each a **Covenantor**, and together the **Covenantors**)
- And **Ian Mirels** of 42 George Street, Dover Heights, NSW 2030 (**Mirels**)
- And **Mark Mervyn Chazan** of 4 Coree Place, St Ives, NSW 2075 (**Chazan**)
- And **Michael Kontorovich** of 46 Mermaid Avenue, Maroubra, NSW 2035 (**Kontorovich**)
- And **Vector Bidco Pty Ltd ACN 655 693 717** of Level 25, 20 Bond Street Sydney NSW 2000 (**Purchaser**)
- And **Vector HoldCo Pty Ltd ACN 655 693 566** of Level 25, 20 Bond Street Sydney NSW 2000 (**HoldCo**)
- And **Level Equity Growth Partners V, L.P.** of 140 East 45<sup>th</sup> Street, 42<sup>nd</sup> Floor, New York 10017, United States ] (**Level Investor**)
- And **Trinity Lane Capital LLC** of 2707 Laguna Street, San Francisco, California, 94123, United States (**Trinity Lane**)

## Recitals

- A The Vendors are the registered holders and beneficial owners of the Sale Shares.
- B The Purchaser has made an offer on the same terms to each of the Vendors to acquire all of the Sale Shares for: (i) Consideration Shares, with the balance of the consideration in the form of cash; or (ii) all cash consideration (**Rollover Offer**).
- C Each of the Rollover Vendors have accepted the Rollover Offer and the Vendors' consideration elections are reflected in Schedule 1.
- D The Vendors have agreed to sell the Sale Shares to the Purchaser, and the Purchaser has agreed to buy the Sale Shares from the Vendors, on the terms of this Deed.
- E Each of Mirels, Chazan and Kontorovich have agreed to guarantee certain of their Related Vendor's obligations under this Deed.
- F The Level Investor and Trinity Lane have agreed to subscribe for the Subscription Shares and will become shareholders of HoldCo together with the Rollover Vendors.

**Now it is agreed** as follows:

## 1 Interpretation

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### 1.1 Definitions

These meanings apply unless the contrary intention appears.

**Accounting Standards** means:

- (a) the requirements of the Corporations Act about the preparation and contents of financial reports;
- (b) the accounting standards approved under the Corporations Act, being the Australian Accounting Standards and any authoritative interpretations issued by the Australian Accounting Standards Board; and

- (c) to the extent not inconsistent with the accounting standards described in paragraphs (a) and (b), generally accepted accounting principles and practices in Australia, in each case consistently applied by the Group;

**Accounts** means the financial statements of the Company for the financial year ended on the Accounts Date comprising:

- (a) a balance sheet or statement of financial position;
- (b) statement of cash flows; and
- (c) an income statement or statement of comprehensive income,

and the notes to, and the reports of the directors relating to, those statements and a copy of which is disclosed in the Disclosure Materials with Data Room reference 04.01.05;

**Accounts Date** means 30 June 2021;

**Actual Net Debt** means the aggregate of Cash and Debt of the Group as at the Effective Time, calculated in accordance with the Completion Accounts Principles, and as stated in the Final Completion Accounts;

**Actual Working Capital** means the Working Capital of the Group as at the Effective Time, calculated in accordance with the Completion Accounts Principles, and as stated in the Final Completion Accounts;

**Adjustment Escrow Amount** means \$250,000, as reduced from time to time after Completion by payments made from the Escrow Account pursuant to the terms of this Deed and the Escrow Deed and including any interest accrued or accruing on such amount from time to time;

**Affiliate** means in respect of a person (**Primary Person**), a person:

- (a) Controlled directly or indirectly by the Primary Person;
- (b) Controlling directly or indirectly the Primary Person;
- (c) directly or indirectly Controlled by a person who Controls the Primary Person (whether alone or with another person or persons); or
- (d) directly or indirectly under the common Control of the Primary Person and another person or persons;
- (e) in relation to a natural person, any:
- (i) spouse of that person or any immediate relative of that person or that person's spouse; and
- (ii) body corporate that the person, that person's spouse or immediate relative of that person or that person's spouse Controls; or
- (iii) body corporate in which the person, that person's spouse or any immediate relatives of that person or that person's spouse individually or together own or hold in aggregate more than 20% of the voting shares;

**Anti-Corruption and Anti-Money Laundering Laws** means any Law relating to the prevention of bribery, corruption, money laundering or terrorist financing and includes:

- (a) the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth);
- (b) the *Criminal Code Act 1995* (Cth);
- (c) the *U.S. Foreign Corrupt Practices Act of 1977*; and



- (d) all other associated financial record keeping and reporting requirements, rules, regulations and guidelines in any jurisdiction in which any Group Company conducts its business;

**APP** means the *Australian Privacy Principles* under the *Privacy Act 1988* (Cth);

**Authorisation** means any authorisation, consent, approval, registration, filing, agreement, notice of non-objection, notarisation, certificate, licence, permit, authority or exemption from, by or with a Government Agency;

**Business** means the business conducted by the Group as at the Completion Date, being the development, marketing and distribution of a real time authentication and payee management platform, which verifies the integrity of payee data to minimise the risk of payment fraud or error;

**Business Day** means a day other than a Saturday, Sunday or public holiday in Sydney, New South Wales and New York City, New York, United States of America, USA;

**Business IP** means all Intellectual Property Rights owned or used by the Group in connection with the Business, excluding the Licensed Intellectual Property;

**Business Premises** means all the land and all buildings leased, occupied or owned by the Group in connection with the Business, and as more fully described in Schedule 6;

**Business Warranties** means each Vendor Warranty other than the Tax Warranties and the Title and Authority Warranties;

**Cash** means, for the Group, all cash on hand and cash at bank, to the extent freely available at the Effective Time and to the extent fully reconciled to bank statements;

**Chazfam** means Chazfam Pty Ltd (ACN 103 784 210) as trustee for Chazan Family Trust;

**Claim** means any allegation, debt, cause of action, action, dispute, Liability, claim, proceeding, investigation, inquiry, prosecution, litigation, arbitration, mediation, audit or dispute resolution, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent, whether at law, in equity, under statute or otherwise;

**Company** means Eftsure Pty Ltd ACN 168 403 736;

**Completion** means the completion of the sale and purchase of the Sale Shares by the Vendors to the Purchaser in accordance with this Deed;

**Completion Accounts** means:

- (a) a balance sheet of the Group as at the Effective Time in the form of Part B of Schedule 7;
- (b) a statement setting out the calculations of Actual Working Capital and Actual Net Debt; and
- (c) a statement setting out the calculation of the Completion Accounts Amount and the Final Adjustment Amount,

each prepared in accordance with clause 4;

**Completion Accounts Amount** means the Actual Net Debt plus Actual Working Capital less Target Working Capital, as set out in the Final Completion Accounts;

**Completion Accounts Determination Date** means the date that:

- (a) the Completion Accounts are accepted by the Vendors Representative under clause 4.2(a)(i);
- (b) if the Completion Accounts are neither accepted nor rejected by the Vendors Representative under clause 4.2, by 5.00pm on the final day of the Review Period;

- (c) the Vendors Representative agrees to the Completion Accounts under clause 4.3(a); or
- (d) the Independent Accountant makes its determination under clause 4.3(d)(vi) (provided that if the Independent Accountant makes a corrected determination under clause 4.3(e), the date of that corrected determination);

**Completion Accounts Principles** means the principles, policies and procedures set out in Part A of Schedule 7;

**Completion Date** means the date of this Deed;

**Completion Payment** means an amount equal to:

- (a) \$82,870,064; *minus*
- (b) the Escrow Amount; *minus*
- (c) the Escrow Fees; *minus*
- (d) the aggregate Ratchet Ordinary Consideration, being \$13,592,278; *plus*
- (e) the aggregate Ratchet Preference A Consideration, being \$82,717; *minus*
- (f) the aggregate Option Cash Consideration, being \$2,848,867; *minus*
- (g) the Estimated Completion Accounts Amount (for the avoidance of doubt, expressed as a positive or negative number as applicable).

**Confidential Information** means all information disclosed to the Receiving Party or any Related Body Corporate or Representative of the Receiving Party, under or in connection with this Deed, including:

- (a) the existence and terms of this Deed and each document referred to, or entered into in connection with, this Deed;
- (b) the contents of the Disclosure Material;
- (c) all discussions and correspondence between the parties and any of their Affiliates or Representatives that have taken place, are taking place or will take place in relation to the Transaction (including the fact that such discussions have taken place, are taking place or may in the future take place and their content);
- (d) information which, either orally or in writing, is designated or indicated as being the proprietary or confidential information of the Disclosing Party or any of its Affiliates;
- (e) information derived or produced partly or wholly from such confidential information including any calculation, conclusion, summary or computer modelling; and
- (f) information which is capable of protection at law or equity as confidential information, whether the information was disclosed:
  - (g) orally, in writing or in electronic or machine readable form;
  - (h) before, on or after the date of this Deed;
  - (i) as a result of discussions between the parties concerning or arising out of the Transaction; or
  - (j) by the Disclosing Party or any of its Representatives, any of its Affiliates, any Representative of its Affiliates or by any third person;

**Confirmatory IP Assignment** means a document in the agreed form under which a person provides an assignment of Intellectual Property Rights, Moral Rights consent and confidentiality undertakings in favour of the Company;

**Consequential Loss** means, in respect of a breach of this Deed (including a breach of Warranty) or event, fact, matter or circumstance giving rise to a Claim any Loss suffered by a party that cannot reasonably be considered to arise naturally from that breach or event, fact, matter or circumstance whether arising in contract, tort (including negligence) or equity or under statute, but not:

- (a) Loss which is direct loss of profits, direct loss of revenue, direct loss of goodwill, direct loss of opportunity, direct loss of savings or direct loss of production;
- (b) Loss arising naturally and in the usual course of things from the relevant facts or circumstances giving rise to the Loss which, at the date of this Deed, would have been reasonably foreseeable by the party who committed the breach; or
- (c) any diminution in the value of the Sale Shares;

**Consideration Shares** means, in relation to each Rollover Vendor, the number of fully paid ordinary shares in HoldCo set out adjacent to that Rollover Vendor's name in column 6 of the table in Part A of Schedule 1 to be issued to that Rollover Vendor pursuant to clause 3.2(a)(ii), and having the rights set out in the constitution of the Purchaser and the Shareholders Deed;

**Consolidated Group** has the meaning given to that expression in section 703-5 of the Tax Act and includes a 'MEC Group' as defined in section 995-1 of the Tax Act;

**Constitution** means the constitution of the Company from time to time;

**Contractor** means an independent contractor or consultant engaged by a Group Company, being as at the date of this Deed, those persons named in Part B of Schedule 9;

**Contract** means any contract, undertaking, deed arrangement or commitment entered into by the Group in connection with the Business;

**Control** means, with respect to any person (other than an individual), the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person, whether through the ownership of voting securities, by agreement or otherwise, and includes the following:

- (a) direct or indirect ownership of more than 50% of the voting rights of such person; or
- (b) the right to appoint the majority of the members of the board of directors of such person (or similar governing body) or to manage on a discretionary basis the assets of such person;

**Controller** has the meaning it has in the Corporations Act;

**Corporations Act** means the *Corporations Act 2001* (Cth);

**Covenantor Warranties** means each of the warranties set out in Schedule 3;

**Data Room** means the virtual data room hosted at <https://dataroom.ansarada.com/mvc/Project-Vector%7C81655/4228407/spa/documents> maintained by or on behalf of the Vendors in which the Purchaser and its Related Bodies Corporate, and their respective Personnel, have had access to information relating to the Group and the Business;

**Deal**, when used with respect to an item of property, includes to sell, offer for sale, transfer, assign or grant or allow to exist any Encumbrance, trust, option or other right in relation to the whole or any part of the item of property;

**Debt** means, expressed as a negative \$ figure and without double counting any amounts or any Liability or indebtedness (whether presently payable or payable only on the occurrence of one or more circumstances or events) which may be described in more than one of the paragraphs in this definition, the aggregate of any amounts owed by the Group under or in respect of:

- (a) any other actual monetary indebtedness or other monies borrowed, raised or owing to financial institutions or external lenders, including any accrued but unpaid interest and any debt costs associated with the repayment of such amounts on or before the Completion Date;
- (b) any income tax payable for the period up to the Effective Time;
- (c) any amounts owing to any Vendor or Vendor Associate (including the Vendor Loan Amount);
- (d) dividends and distributions declared, determined or payable;
- (e) any letters of credit, suretyship or bank guarantees provided in favour of customers, suppliers or landlords, but only to the extent to which they have been called on or drawn and not repaid;
- (f) any liabilities in relation to any leasing, hire purchase or similar arrangement which would be classified as a finance or capital lease in accordance with the old lease accounting standard AASB 117 *Leases* (other than vehicle operating leases);
- (g) unpaid Transaction Costs (including the \$3,234,000 that is paid for the transaction costs of the Vendor under 7.3(f));
- (h) any accrued annual leave entitlements in excess of 20 days for each employee (in each case, including oncosts such as superannuation, payroll tax and workers' compensation);
- (i) W&I Insurance Costs with respect to W&I Insurance Policy 2; and
- (j) the PWC Partnership Agreement Liability.

**Deductible Escrow Amount** means \$500,000, as reduced from time to time after Completion by payments made from the Escrow Account pursuant to the terms of this Deed and the Escrow Deed and including any interest accrued or accruing on such amount from time to time;

**Deed** means this share sale and purchase deed;

**Deed of Termination** means the deed of termination and release in respect of the Shareholders Agreement;

**Demand** means a written notice of, or demand for, an amount payable or a written notice by a third party in relation to a Third Party Claim;

**Developer** means each current or former Employee, contractor, consultant or service provider of a Group Company engaged in connection with the development of the Proprietary Software or Proprietary Database, including those persons set out in Part G of Schedule 8;

**Disclosing Party** means a party disclosing Confidential Information;

**Disclosure Materials** means the information contained in the Data Room as at the date 2 Business Days prior to the date of this Deed, including all requests for further information and the responses to those requests, an index of which is set out in Annexure A;

**Dispute Notice** means a written notice of a dispute regarding the Completion Accounts issued under clause 4.2(a)(ii);

**Disputed Items** means the items and amounts in the Completion Accounts that are in dispute as set out in the Dispute Notice;

**Disputing Action** means in respect of Tax Demand, any action to cause the Tax Demand to be withdrawn, reduced or postponed or to avoid, resist, object to, defend, appear against or compromise the Tax Demand and any judicial or administrative proceedings arising out of that action;

**Duty** means any stamp, transaction or registration duty or similar charge which is imposed by any Government Agency and includes any associated interest, fine, penalty, charge or other amount which is imposed;

**Effective Time** means immediately prior to Completion on the Completion Date (and, for the avoidance of doubt, prior to any payments under clause 7.3);

**Employees** means the employees of the Group engaged in connection with the Business, and as at the date of this Deed, means those persons named in Part A of Schedule 9;

**Encumbrance** means any:

- (a) security for the payment of money or performance of an obligation, including a mortgage, charge, lien, pledge, trust, power, title retention or flawed deposit arrangement;
- (b) right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors, including any right of set-off;
- (c) right that a person (other than the owner) has to remove something from land (known as a profit à prendre), easement, public right of way, restrictive or positive covenant, lease, or licence to use or occupy;
- (d) third party right or interest or any right arising as a consequence of the enforcement of a judgment;
- (e) any 'security interest' as defined in sections 12(1) or 12(2) of the PPSA; and
- (f) with respect to any equity security or other ownership interest (including the Sale Shares), any pre-emptive right, right of first refusal or first offer, buy/sell agreement or any other restriction or covenant with respect to, or condition governing the use, construction, voting, transfer, receipt of income or exercise of any other attribute of ownership of such equity security or ownership interest,

or any agreement to create any of them or allow them to exist, but does not include any Permitted Encumbrance;

**Escrow Account** means a bank account opened in the name of the Escrow Agent as stakeholder for the Vendors and the Purchaser;

**Escrow Agent** means Michael Trumble;

**Escrow Amount** means:

- (a) the Deductible Escrow Amount; *plus*
- (b) the Adjustment Escrow Amount;

**Escrow Deed** means the deed to be entered into between the Purchaser, the Vendors Representative and the Escrow Agent in respect of the Escrow Account in the form set out in Annexure C;

**Escrow Fees** means the gross amount payable to the Escrow Agent (including any Taxes), in respect of the opening and operation of the Escrow Account;

**Escrow Release Terms** means the terms set out in Schedule 10;

**Estimated Completion Accounts** means the statement set out in the column headed "Estimate" in table 1.2 of Part B of Schedule 7;

**Estimated Completion Accounts Amount** means negative \$5,506,869, which represents the Vendors' bona fide estimate of the Completion Accounts Amount, as set out in the Estimated Completion Accounts, which sets out the Vendors' bona fide estimate of the Actual Working Capital, Actual Net Debt and Completion Accounts Amount;

**Excluded Information** means Confidential Information which is in or becomes part of the public domain other than through breach of this Deed or an obligation of confidence owed to or by any party;

**Fairly Disclosed** means disclosed in the Disclosure Materials in sufficient detail and with sufficient prominence so as to enable a purchaser experienced in transactions similar to those contemplated by this Deed to identify or ascertain the nature, scope and significance (including the financial impact) of the relevant matter, event or circumstance;

**Final Adjustment Amount** means the Completion Accounts Amount less the Estimated Completion Accounts Amount;

**Final Adjustment Amount Payment Date** means the date that is 5 Business Days after the Completion Accounts Determination Date;

**Final Completion Accounts** means the Completion Accounts that are final and binding on the parties in accordance with clause 4.6;

**Financial Debt** means those items described in paragraphs (a), (c), (d), (e), (g) of the definition of Debt, and Vendor Associate Amounts and Obligations;

**Five Star** means Five Star Investor Group Pty Limited (ACN 165 007 223) as trustee for Five Star Investor Group Unit Trust;

**Forecasts** means any financial or operational forecasts, projections, estimates, budgets, business plans, opinions as to future performance or other statements relating to the financial or operational prospects of the Group or any part of it provided to the Purchaser by or on behalf of the Vendor;

**Government Agency** means any government, governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency, exchange or entity and includes any other person authorised by Law to give consents, or impose requirements;

**Group** means:

- (a) the Company; and
- (b) the Subsidiary,

and **Group Company** means any one of them individually (as the context requires);

**GST** means a goods and services, value-added or similar tax;

**GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

**Guarantor** has the meaning given in clause 17.1(b) and **Guarantors** means all of them;

**Head Company** has the meaning given in section 995-1 of the Tax Act;

**HoldCo Options** means options to subscribe for ordinary shares in HoldCo;

**HoldCo Warranties** means the representations and warranties set out in in Schedule 5;

**Independent Accountant** means an accountant drawn from one of the 'Big Four' accounting firms, being Deloitte, Ernst & Young, KPMG or PricewaterhouseCoopers, who is independent of the Company, the Vendors and the Purchaser or, failing agreement, as nominated by the Chair for the time being of the Resolution Institute (or the President's nominee) and if an

Independent Accountant is nominated by the Chair of the Resolution Institute, the Purchaser and the Vendors agree to do all things reasonably necessary to effect that appointment;

A person is **Insolvent** if:

- (a) for a person other than an individual:
  - (i) **(Corporations Act insolvent)** it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act);
  - (ii) **(liquidation)** it is in liquidation, in provisional liquidation or has had a Controller appointed to its property;
  - (iii) **(creditors' arrangement)** it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved, in each case, other than to carry out a reconstruction or amalgamation while solvent;
  - (iv) **(presumed insolvency)** it is the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act (or it makes a statement from which another party to this Deed reasonably deduces it is so subject); or
  - (v) **(unable to pay debts)** it is otherwise unable to pay its debts when they fall due;
- (b) for a person that is an individual:
  - (i) **(bankruptcy notice)** the person has a bankruptcy notice issued against the person;
  - (ii) **(garnishee notice)** a garnishee notice is given concerning any money that the person is said to be owed;
  - (iii) **(creditors' arrangement)** the person proposes or enters into an arrangement or composition with, or an assignment for the benefit of, any of the person's creditors;
  - (iv) **(creditors' moratorium)** the person proposes or effects a moratorium involving any of the person's creditors;
- (c) any event under Law occurs which is analogous to, or which has a substantially similar effect to, any of the events referred to in paragraphs (a) or (b) of this definition;

**Intellectual Property Rights** means all registered and unregistered rights in respect of copyright, designs, circuit layouts, trade marks, know-how, confidential information, data bases, patents, inventions, discoveries and domain names and all other intellectual property as defined in article 2 of the Convention establishing the World Intellectual Property Organisation 1967;

**Key Employee** means each of Ian Mirels, Mark Chazan, Michael Kontorovich, Gavin Levinsohn and Kim Lalor;

**Law** means:

- (a) any common law or principle of equity;
- (b) any law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency; and
- (c) any statute, regulation, proclamation, ordinance or by-law in Australia or any other jurisdiction;

**LDHI** means LDHI Pty Ltd (ACN 123 055 210) as trustee for The Ian Mirels Family Trust;

**Level Investor Group** means the Purchaser, HoldCo, the Level Investor and Trinity Lane and **Level Investor Group Member** means any one of them;

**Level Investor Proportion** means the proportion that the number of shares held by the Level Investor Group in the capital of the HoldCo bears to the total number of issued shares in the capital of the HoldCo from time to time.

**Liability** means any liability, claim, debt, obligation, damage, loss, cost or expense (including legal costs and expenses of whatsoever nature or description and Tax) (whether actual, or contingent irrespective of when the acts, events or things giving rise to the liability occurred;

**Licence** means a statutory, municipal, contractual or other licence, consent, permission, permit, right or authority;

**Licensed Intellectual Property** means Intellectual Property Rights or Systems which are licensed to a Group Company under a Contract;

**Loss** includes any damage, loss, cost, Liability, fee, penalty or expense of any kind and however arising (including as a result of a Claim), including penalties, fines, interest, Taxes and Tax Costs, and including any that are prospective or contingent and any the amount of which for the time being is not ascertained or ascertainable;

**Management Accounts** means the management accounts of the Business for the period from the Accounts Date to 30 September 2021 (inclusive);

**Material Contract** means the contracts listed in Schedule 11 and all Contracts relating to Licenced Intellectual Property that is comprised in, or used to deliver, the Proprietary Software;

**Material Form** includes any form (whether visible or not) of storage from which reproductions can be made;

**Moral Rights** has the meaning given to that expression under Part IX of the *Copyright Act 1968* (Cth) and includes corresponding rights under similar legislation in any jurisdiction worldwide;

**Option Cancellation Deed** means, in respect of each Option Holder, a deed in respect of all Options held by that Option Holder, which specifies the Option Cash Consideration and HoldCo Options to be issued to an Option Holder and which is otherwise substantially in the form set out in Annexure D;

**Option Cash Consideration** means, in respect of each Option Holder, the cash consideration it will receive in respect of its Options, as set out in its Option Cancellation Deed;

**Option Holder** means each person who is a holder of Options, as set out in column 1 of the table in Part B of Schedule 1;

**Option Plan** means the Employee Share Option Plan Rules' adopted by the Company;

**Option Invitation Letter** means, in respect of each applicable Option Holder, the invitation letter under which applicable Option Holders will be offered HoldCo Options, and which is substantially in the form set out in Annexure E;

**Options** means the options issued under the Option Plan in respect of ordinary shares in the Company, details of which are set out in column 2 of the table in Part B of Schedule 1;

**OSS** means open source or community source Software;

**Payee** means a third party payee to a customer of a Group Company;

**Permitted Encumbrance** means:

- (a) a charge or lien arising in favour of a Government Agency by operation of statute in the ordinary course of the Business;
- (b) any mechanics, workmen's or other like lien arising in the ordinary course of the Business;



- (c) any retention of title arrangement purchase money security interest arising from any lease of goods or consignment arrangement, in each case, arising in favour of a trade supplier to the Business in the ordinary course of the Business;
- (d) a PPS Lease (as defined in the PPSA); or
- (e) any other Encumbrance approved in writing by the Purchaser;

**Personal Information** means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a tangible form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion, including 'personal information' or 'personal data' as those terms are defined in applicable Privacy Laws;

**Plant and Equipment** means all plant, equipment, fixed tangible assets, motor vehicles, machinery, furniture, computer and communications hardware, fixtures and fittings owned or used by the Group, in connection with the Business;

**PPSA** means the *Personal Property Securities Act 2009* (Cth);

**Privacy Laws** means:

- (a) the *Privacy Act 1988* (Cth) and the *Spam Act 2003* (Cth); and
- (b) any other requirement under any Law, industry code or policy applicable in Australia or any other jurisdiction in which the Business operates relating to the handling of Personal Information;

**Process** means collecting, storing, using, disclosing or performing any other operation or set of operations on data or information (including Personal Information);

**Proprietary Database** means databases used by the Business in connection with the Proprietary Software to conduct the Business;

**Proprietary Software** means the payment protection, vendor management and compliance Software marketed, licensed and sold (including as a service) by the Group, and any other Software marketed, licensed or sold by a Group Company in the course of the Business, including the materials described in sections a.i to a.iii of Part F of Schedule 8;

**Purchase Price** means the total consideration to be paid or provided to the Vendors for the Sale Shares under clause 3.1;

**Purchaser Group** means the Purchaser and its Related Bodies Corporate (including, after Completion, the Group) and **Purchaser Group Member** means any one of them;

**Purchaser's Warranties** means the representations and warranties set out in in Schedule 4;

**PwC Partnership Agreement Liability** means negative \$350,593;

**Ratchet Ordinary Cancellation Deed** means, in respect of each Ratchet Ordinary Shareholder, a deed in respect of all Ratchet Ordinary Rights held by that Ratchet Ordinary Shareholder, which specifies the Ratchet Ordinary Consideration to be paid to a Ratchet Ordinary Shareholder and which is otherwise substantially in the form set out in Annexure F;

**Ratchet Ordinary Consideration** means (expressed as a positive \$ figure), in respect of each Ratchet Ordinary Shareholder, the cash consideration it will receive in respect of the cancellation of its Ratchet Ordinary Rights, as set out in its Ratchet Ordinary Cancellation Deed;

**Ratchet Ordinary Rights** means, in respect of a Ratchet Ordinary Shareholder, the right to be issued additional ordinary shares in the capital of the Company, pursuant to the terms of the Shareholders Agreement;

**Ratchet Ordinary Shareholder** means each person who is a holder of Ratchet Ordinary Rights;

**Ratchet Preference A Cancellation Deed** means, in respect of each Ratchet Preference A Shareholder, a deed in respect of all Ratchet Series A Rights held by that Ratchet Preference A Shareholder, which specifies the Ratchet Preference A Consideration to be paid by a Ratchet Preference A Shareholder and which is otherwise substantially in the form set out in Annexure G;

**Ratchet Preference A Consideration** means (expressed as a positive \$ figure), in respect of each Ratchet Preference A Shareholder, the consideration it will pay to the Company in respect of the cancellation of its Ratchet Series A Rights, as set out in its Ratchet Preference A Cancellation Deed;

**Ratchet Preference A Shareholder** means each person who is a holder of Ratchet Series A Rights;

**Ratchet Series A Rights** means, in respect of a Ratchet Preference A Shareholder, the right to be issued additional ordinary shares in the capital of the Company, pursuant to the terms of the Shareholders Agreement;

**Receiving Party** means a recipient of Confidential Information;

**Recipient** has the meaning given in clause 27.10;

**Records** means originals and copies, in any Material Form, of all books, files, reports, records, correspondence, documents and other material of, relating to or used in connection with the Business and includes:

- (a) minute books, statutory books and registers, books of account and copies of taxation returns;
- (b) all sales and purchasing records, contracts, designs and working papers;
- (c) spreadsheets, financial models and other business, financial or technical tools, records and documents;
- (d) all trading and financial records; and
- (e) lists of all regular suppliers and customers;

**Related Body Corporate** has the meaning it has in the Corporations Act;

**Related Vendor** means:

- (a) in respect of Mirels, LDHI;
- (b) in respect of Chazan, Chazfam;
- (c) in respect of Kontorovich, Ronari; and
- (d) in respect of Chazan and Kontorovich, Five Star;

**Representative** of a party means an Affiliate, employee, agent, officer, director, auditor, adviser, partner, consultant, joint venturer or sub-contractor of that party or of an Affiliate of that party;

**Respective Proportion** means, in respect of a Vendor, the percentages set out opposite that Vendors name in column 4 of the table in Part A of Schedule 1;

**Rollover Vendors** means the Vendors that have elected to subscribe for Consideration Shares, as set out in opposite each Vendors name in column 6 of the table in Part A of Schedule 1 (each a **Rollover Vendor**);

**Ronari** means Ronari Pty Ltd (ACN 003 330 738) as trustee for the Ronari Superannuation Fund;

**Sale Shares** means all of the shares on issue in the capital of the Company;

**Securities** means shares, debentures, stocks, bonds, notes, interests in a managed investment scheme, units, warrants, options, derivative instruments, any other securities of any type and any instrument which is convertible into any of the foregoing;

**SGA Act** means the *Superannuation Guarantee (Administration) Act 1992* (Cth);

**Service Agreements** means the executive service agreements between the Company and each Key Employee, in each case in the agreed form (each a **Service Agreement**);

**Shareholders Agreement** means the existing shareholders agreement in relation to the Company dated 21 December 2016;

**Shareholders Deed** means the shareholders deed to be entered into by, amongst others, the Vendors, the Covenantors, the Level Investor and HoldCo, subject to and with effect on and from Completion, the form of which is set out in Annexure B;

**Software** means any software program or operating instructions for computing devices, including source code, object code, interfaces, tools and object libraries;

**Specific Vendor Indemnities** means the Vendor indemnities set out in clause 10.5 and **Specific Vendor Indemnity** means any one of them;

**Specific Vendor Indemnity Claim** means a Claim under a Specific Vendor Indemnity;

**Subscription Shares** means the 137,725 fully paid preference shares in the capital of Holdco for an aggregate subscription price of \$5,700,000;

**Subsidiary** means the entity that is named and whose particulars are set out in part C of Schedule 1;

**Systems** means all information technology and communications systems used by the Group in the conduct of the Business including all hardware, software, networks, mobile communications devices and peripherals;

**Target Working Capital** means negative \$1,421,000;

**Tax** means:

- (a) any tax, levy, charge, impost, fee, deduction, compulsory loan or withholding, that is assessed, levied, imposed or collected pursuant to any law (including the payment of any amount relating to a tax offset refund);
- (b) Duty or GST; and
- (c) any interest, penalty, charge, fine or fee or other amount of any kind assessed, charged or imposed by a Government Agency, including in respect of any of the above;

**Tax Act** means the *Income Tax Assessment Act 1936* (Cth), the *Income Tax Assessment Act 1997* (Cth) and the *Taxation Administration Act 1953* (Cth), as the context requires;

**Tax Costs** means all costs and expenses incurred in:

- (a) managing an inquiry; or
- (b) conducting any Disputing Action;

in relation to a Tax Demand;

**Tax Demand** means:

- (a) a demand or assessment from a Government Agency requiring the payment of any Tax for which the Vendors may be liable under this Deed;

- (b) any document received from a Government Agency administering any Tax assessing, imposing, claiming or indicating an intention to claim any Tax; or
- (c) lodgement of a Tax Return or a request for an amendment under any law about self-assessment of Tax;

**Tax Indemnity** means the indemnity provided in clause 13.1;

**Tax Law** means a Law with respect to or imposing any Tax;

**Tax Return** means any return relating to Tax including any document which must be lodged with a Government Agency or which a taxpayer must prepare and retain under a Tax Law (such as an activity statement, amended return, schedule or election and any attachment);

**Tax Subject Claim** means a Claim under the Tax Indemnity or a Claim for the breach of a Tax Warranty;

**Tax Warranty** means a warranty in paragraph 20 of Schedule 2;

**Third Party Beneficiary** has the meaning given in clause 27.10;

**Third Party Claim** means any Claim brought by a person or entity (other than the Vendor Parties, any Group Company or a Purchaser Group Member) which may give rise, or otherwise relates, to a Claim by the Purchaser against the Vendors;

**Third Party Systems** means any Systems that are owned by a person or entity (other than any Group Company);

**Title and Authority Warranty** means a warranty in paragraphs 1 to 5 of Schedule 2;

**Title and Authority Warranty Claim** means a Claim by the Purchaser for breach of a Title and Authority Warranty Claim;

**Transaction** means the sale and purchase of the Sale Shares in accordance with this Deed and all transactions ancillary to that sale and purchase;

**Transaction Costs** means:

- (a) all third party costs, fees and expenses (inclusive of GST) due and payable (but unpaid, as at the Effective Time) by the Group (or recharged by a Vendor to the Group) in connection with the Transaction, including the negotiation, preparation, execution and completion of the Transaction;
- (b) any bonus, profit share, commission, incentive or other amount payable by the Group to any officer, Employee, Contractor or consultant of or to the Group (or recharged by a Vendor to the Group) in connection with the Transaction, inclusive of any applicable oncosts payable (such as superannuation, payroll tax and workers' compensation);

**Transaction Document** means this Deed and each ancillary agreement or other document to this Deed;

**Vendor Associate** means:

- (a) any spouse or child of a Vendor or a person described in paragraph (a) of this definition;
- (b) any corporation or other entity over which a Vendor or any one or more of the persons described in paragraphs (a) or (b) of this definition have Control;
- (c) any trust in which a Vendor or a person described in paragraphs (a), (b) or (c) of this definition is a beneficiary or the trustee of such trust;
- (d) any Affiliate of a Vendor; and
- (e) any Related Body Corporate of a Vendor,

but excludes any Group Company;

**Vendor Associate Amounts and Obligations** means:

- (a) any amounts of any nature payable to a Vendor or any Vendor Associate of a Vendor by any Group Company as at Completion and all obligations (actual or contingent) of any Group Company in respect of any of such amounts; and
- (b) any guarantee, indemnity, contract, loan, commitment, agreement, arrangement or understanding between any Group Company, on the one hand, and a Vendor or any Vendor Associate on the other hand;

**Vendor Bank Account** means the bank account into which the Completion Payment and the Final Adjustment Amount (if payable) and any other payment to be made under this Deed is to be paid under this Deed to the Vendors, being the bank account with the following details:

Bank: Westpac Banking Corporation  
Account holder: Thomson Geer Law Practice Trust Account  
BSB: 032 044  
Account Number: 468 824  
SWIFT Code: WPAC AU2S

**Vendor Indemnity** means the indemnity given by the Vendors under clause 10.4;

**Vendor Indemnity Claim** means a Claim under the Vendor Indemnity;

**Vendor Loan Amount** means \$1,158,230, being the aggregate amount required to repay and discharge, release or extinguish all Vendor Associate Amounts and Obligations;

**Vendor Parties** means the Vendors, the Covenantors and the Guarantors;

**Vendors Representative** means the person appointed in accordance with clause 26.1;

**Vendor Warranties** means the warranties and representations set out in clause 10.1 and Schedule 2;

**Vendor Warranty Claim** means a Claim by the Purchaser for breach of a Vendor Warranty (other than a Tax Warranty);

**Virus** means any Software designed to permit unauthorised access to Software or disable or damage Software, including any virus, malware, adware, Trojan horse, worm, back door, time bomb, or drop dead device;

**Working Capital** means the sum of the line items included in the line items tagged as "NWC" under the column headed "Mapping" in Table 1.1 in Part B of Schedule 7;

**W&I Insurance Costs** means, in respect of the W&I Insurance Policy 1, the fees, brokerage or commission, premium and Taxes payable to bring the W&I Insurance Policy 1 into effect;

**W&I Insurer 1** means Fusion Specialty Insurance Pty Ltd;

**W&I Insurer 2** means Fidelis Underwriting Limited;

**W&I Insurers** means W&I Insurer 1 and W&I Insurer 2;

**W&I Insurance Policies** means W&I Insurance Policy 1 and W&I Insurance Policy 2;

**W&I Insurance Policy 1** means the buy-side warranty and indemnity insurance policy issued by the W&I Insurer 1 to the Purchaser on the date of this Deed in the form set out in Annexure H;

**W&I Insurance Policy 2** means the buy-side warranty and indemnity insurance policy issued by the W&I Insurer 2 to the Purchaser on the date of this Deed in the form set out in Annexure I.

## 1.2 References to certain general terms

Unless the contrary intention appears, a reference in this Deed to:

- (a) **(variations or replacements)** a document (including this Deed) includes any variation or replacement of it;
- (b) **(clauses, annexures and schedules)** a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this Deed;
- (c) **(reference to statutes)** a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) **(singular includes plural)** the singular includes the plural and vice versa;
- (e) **(person)** the word 'person' includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any Government Agency;
- (f) **(executors, administrators, successors)** a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (g) **(two or more persons)** an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;
- (h) **(dollars)** Australian dollars, dollars, A\$ or \$ is a reference to the lawful currency of Australia;
- (i) **(calculation of time)** a period of time dating from a given day or the day of an act or event, is to be calculated exclusive of that day;
- (j) **(reference to a day)** a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (k) **(meaning not limited)** the words 'include', 'including', 'for example' or 'such as', when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind; and
- (l) **(time of day)** time is a reference to Sydney time.

## 1.3 Next Business Day

If an event under this Deed must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day.

## 1.4 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this Deed.

## 1.5 No adverse construction

A provision of this Deed must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Deed or the inclusion of the provision in the Deed.

## 1.6 Knowledge

Certain statements made in this Deed, including in the Vendor Warranties in Schedule 2, are given and made by the Vendors only on the basis of their knowledge, belief or awareness. For the purposes of this Deed the Vendors' knowledge, belief or awareness is limited to all matters:

- (a) of which any Key Employee or Vendor has actual knowledge, belief or awareness; and
- (b) of which each Option Holder, Key Employee or Vendor would have had actual knowledge, belief or awareness of the relevant matter if it had made reasonable enquiries in relation to that matter, including if it had made reasonable enquiries of any Key Employee and their direct reports.

## 2 Sale and purchase

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### 2.1 Sale and purchase

The Vendors sell the Sale Shares and the Purchaser buys the Sale Shares:

- (a) for the Purchase Price;
- (b) free from all Encumbrances;
- (c) with all rights attached or accrued to them on or after Completion; and
- (d) subject to the provisions set out in this Deed.

### 2.2 Title and property

Title to and property in the Sale Shares:

- (a) remains solely with the Vendors until Completion; and
- (b) passes to the Purchaser with effect on and from the Completion.

### 2.3 Waiver of pre-emptive rights

Each Vendor hereby waives in favour of the Purchaser any pre-emption or other similar rights which it has now or might otherwise have in respect of any of the Sale Shares held by each other Vendor, whether granted pursuant to the constitution of the Company or the Shareholders Agreement or otherwise.

### 2.4 All of the Sale Shares

No party will be obliged to complete the sale or purchase (as the case may be) of any of the Sale Shares unless the sale or purchase of all of the Sale Shares is completed simultaneously in accordance with this Deed.

## 3 Purchase consideration

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### 3.1 Purchase Price - calculation

The total consideration for the Sale Shares is an amount equal to:

- (a) the Completion Payment;
- (b) plus the Consideration Shares;
- (c) if applicable, plus the Final Adjustment Amount (if paid to the Vendors) or minus the absolute value of the Final Adjustment Amount (if paid to the Purchaser) in accordance with 4.7.

### 3.2 Purchase Price – satisfaction

- (a) The Purchase Price is to be satisfied as follows:
  - (i) the Completion Payment is to be paid by the Purchaser in accordance with clause 7.3(a);
  - (ii) the Consideration Shares are to be issued by HoldCo in accordance with clause 7.4(c); and
  - (iii) the Final Adjustment Amount is to be paid in accordance with clause 4.7.
- (b) The Vendors agree, as between themselves, that the Purchase Price will be allocated between them in accordance with their Respective Proportions and that the Purchaser is not responsible for, or concerned with, such division.

### 3.3 Method of payment

Payment of any amount due under this Deed by any party must be made by the paying party to the recipient party by:

- (a) in the case of payments to the Purchaser, electronic funds transfer to an account with an Australian bank specified by the Purchaser to the Vendors Representative at least 2 Business Days before the due date for payment; or
- (b) in the case of payments to the Vendors, electronic funds transfer to the Vendor Bank Account.

### 3.4 No deduction

Except to the extent required under any Tax Law or otherwise provided for under the Escrow Deed, any payment to be made under this Deed must be made free and clear of any set-off, deduction or withholding of any nature whatsoever.

### 3.5 Rollover

The Purchaser acknowledges each Rollover Vendor intends to obtain rollover relief under subdivision 124-M of the Tax Act, to the extent permitted under the Tax Act. The Purchaser and HoldCo warrant, represent and undertake to each Rollover Vendor that:

- (a) the Purchaser has not made, nor will make, a choice under section 124-795(4) of the Tax Act;
- (b) from the day prior to Completion and at all subsequent times through to Completion, HoldCo is the ultimate holding company of the wholly-owned group for the purposes of section 124-780(3)(c)(i) of the Tax Act; and
- (c) nothing has happened which would deny rollover relief under section 124-780(3)(f) of the Tax Act.

### 3.6 Application for Consideration Shares

Execution of this Deed by a Rollover Vendor constitutes an irrevocable:

- (a) application by each Rollover Vendor for the issue to that Rollover Vendor of the Consideration Shares set out opposite its name in column 6 of the table in Part A or Schedule 1;
- (b) consent by the Rollover Vendor to being named in the register of members of HoldCo; and
- (c) consent by the Rollover Vendor to being bound by HoldCo's constitution with effect on and from Completion.



## 4 Purchase Price adjustment

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### 4.1 Preparation of Completion Accounts

Within 60 Business Days after Completion, the Purchaser must:

- (a) prepare the Completion Accounts in the form set out in Part B of Schedule 7 and in accordance with the Completion Accounts Principles; and
- (b) provide a copy of the Completion Accounts to the Vendors Representative.

### 4.2 Review of Completion Accounts

- (a) Within 20 Business Days after the Vendors Representative receives a copy of the Completion Accounts under clause 4.1 (**Review Period**):
  - (i) the Vendors Representative may accept those Completion Accounts by written notice given to the Purchaser during the Review Period, in which case those Completion Accounts will constitute the Final Completion Accounts; or
  - (ii) the Vendors Representative may dispute the correctness of those Completion Accounts by issuing a Dispute Notice to the Purchaser during the Review Period setting out in reasonable detail the basis of the dispute and the Disputed Items and the proposed amendments to the Completion Accounts required to resolve the Disputed Items. The Purchaser must, upon the written request of the Vendors Representative, provide all working papers and other information reasonably required by the Vendors Representative for the purposes of reviewing items and amounts in the Completion Accounts.
- (b) If the Vendors Representative neither accepts the Completion Accounts nor disputes the correctness of those Completion Accounts during the Review Period in accordance with this clause 4.2, the Completion Accounts provided under clause 4.1 will, upon the expiry of the Review Period, constitute the Final Completion Accounts.

### 4.3 Dispute

- (a) If the Vendors Representative issues a Dispute Notice under clause 4.2(a)(ii), the Purchaser and the Vendors Representative must negotiate in good faith and use all reasonable endeavours to resolve the Disputed Items and agree upon the form and content of the Completion Accounts within 10 Business Days after the issue of a Dispute Notice and, if agreed, those agreed Completion Accounts will constitute the Final Completion Accounts.
- (b) If there are any Disputed Items that are not resolved (**Unresolved Disputed Items**) and the form and content of the Completion Accounts is not agreed in the period referred to in clause 4.3(a), either the Purchaser or the Vendors Representative may appoint an Independent Accountant and promptly (and in any case within 10 Business Days of its appointment) refer the Unresolved Disputed Items to the Independent Accountant for determination.
- (c) The Independent Accountant must be selected by agreement between the Purchaser and the Vendors Representative or, failing agreement within 5 Business Days after the Purchaser or the Vendors Representative requests the appointment of an Independent Accountant, as nominated by the Chair for the time being of the Resolution Institute (or the Chair's nominee). If an Independent Accountant is nominated by the Chair of the Resolution Institute, the Purchaser and the Vendors Representative agree to do all things reasonably necessary to effect that appointment.
- (d) The Independent Accountant must be directed by the Purchaser and the Vendors Representative to settle the Unresolved Disputed Items within 30 Business Days of its appointment by:

- (i) applying the Completion Accounts Principles (which, for the avoidance of doubt, includes the pro forma accounts set out in Part B of Schedule 7);
  - (ii) considering only the Unresolved Disputed Items;
  - (iii) having regard to any written submissions made to the Independent Accountant by the Purchaser, the Vendors Representative or their respective Representatives. Unless otherwise agreed by the Independent Accountant, all submissions must be provided to the Independent Accountant within 10 Business Days of the appointment of the Independent Accountant. Copies of the submissions must be provided to the other parties;
  - (iv) making any enquiries or inspections as the Independent Accountant considers in its absolute discretion to be necessary or desirable;
  - (v) setting out the allocation of the Independent Expert's costs in accordance with clause 5.5; and
  - (vi) determining only whether the proposed amendments to the Completion Accounts set out in the Dispute Notice relating to the Unresolved Disputed Items are correct in whole or in part and providing a report (containing reasons) of its determination and a copy of the Completion Accounts amended, if necessary, to reflect its determination, to the Purchaser and the Vendors Representative and those Completion Accounts will constitute the Final Completion Accounts.
- (e) The Purchaser and the Vendors Representative must procure that all records, working papers and other information within their possession or under their control, or within the possession or under the control of the Group, relating to the Business and which are reasonably required by the Independent Accountant for the purposes of settling any Disputed Items set out in the Dispute Notice, are made available upon the request of the Independent Accountant.

#### 4.4 **Determination of Independent Accountant**

In making its determination, the Independent Accountant will act as an expert and not as an arbitrator. The determination of the Independent Accountant as to the Unresolved Disputed Items and whether the proposed amendments to the Completion Accounts (in relation to those Unresolved Disputed Amounts) set out in the Dispute Notice are correct in whole or in part will be final and binding on the parties, except in the case of manifest fraud or error, in which case the relevant part of the determination will be void and the matter must be remitted to the Independent Accountant for correction.

#### 4.5 **Costs**

The costs of the Independent Accountant will be borne by the parties in accordance with the Independent Accountant's determination or, if there is no determination, 50% by the Purchaser and 50% by the Vendors. Each party must otherwise bear its own costs in complying with this clause 4 and in particular, must bear the costs of its Representatives.

#### 4.6 **Final and binding**

The Final Completion Accounts will be final and binding on the parties on the Completion Accounts Determination Date.

#### 4.7 **True-up following Completion Accounts process**

On the Final Adjustment Amount Payment Date, if the Completion Accounts Amount (as set out in the Final Completion Accounts) is:

- (a) greater than the Estimated Completion Accounts Amount, such that the Final Adjustment Amount is a positive number, the Purchaser must pay to the Vendors, into the Vendor Bank Account, in their applicable Respective Proportions an amount equal to the Final Adjustment Amount; or

- (b) less than the Estimated Completion Accounts Amount, such that the Final Adjustment Amount is a negative number, the Vendors must pay to the Purchaser an amount equal to the Final Adjustment Amount (expressed as a positive number), in their applicable Respective Proportions.

## **5 Escrow**

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### **5.1 Establishment of Escrow Account**

On or before Completion, the Purchaser and the Vendors have:

- (a) entered into, and have procured that the Escrow Agent has entered into, the Escrow Deed; and
- (b) procured that the Escrow Account has been opened.

### **5.2 Operation of Escrow Account**

- (a) The Purchaser and the Vendors acknowledge and agree that the Escrow Amount must be held in the Escrow Account by the Escrow Agent for the purposes of securing the Vendors' obligations under clauses 4.7(b) and 9.5.
- (b) The Purchaser and the Vendors must promptly give, or join in giving, all instructions and take all other steps as may be necessary to procure that the Escrow Account is operated, and the Escrow Amount is applied, in accordance with this Deed (including the Escrow Release Terms) and the Escrow Deed and, without limiting the foregoing, the Company will be responsible for, and must promptly pay, all costs associated with the operation of the Escrow Account and the Escrow Agent.

### **5.3 No limitation on rights to recover**

Nothing in this clause 5 limits any rights of the Purchaser under this Deed to recover any amount due to it in respect of any Claims under this Deed, subject to and at all times in accordance with the provisions of this Deed (including all the limitations and qualifications), and, subject to the foregoing, to the extent that the Escrow Amount (or any part of it) is insufficient to satisfy any such amount due to the Purchaser, any excess must be paid to the Purchaser by the Vendors.

## **6 Payments on behalf of the Vendors and the Company**

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- (a) On the Completion Date, immediately prior to Completion, the Vendors irrevocably direct the Purchaser to pay, and the Purchaser must pay, for and on behalf of the Company the relevant proportion of the Vendor Loan Amount to each relevant payee of each of the Vendor Associate Amounts and Obligations.
- (b) Subject to the Buyer having complied with clause 6(a) the Vendors must, on Completion, deliver evidence satisfactory to the Purchaser that all Encumbrances (other than Permitted Encumbrances) have been released in accordance with clause 7.2(e).

## **7 Completion**

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### **7.1 Completion place**

Completion must take place at 10.00am on the Completion Date:

- (a) electronically (to the extent reasonably practicable) or otherwise at the offices of Thomson Geer, Level 14, 60 Martin Place, Sydney, NSW; or
- (b) at any other place as the Vendors Representative and the Purchaser agree.

## 7.2 Obligations of Vendors on Completion

On or before Completion, the Vendors must deliver to the Purchaser, in all cases in the agreed form:

- (a) **(Director resolution)** duly signed minutes of a board meeting (or written resolution, as applicable), conditional on Completion occurring, approving the Company undertaking all actions which are necessary or desirable to enable Completion to occur in accordance with this Deed, including:
  - (i) **(transfer)** the transfer of all of the Sale Shares to the Purchaser;
  - (ii) **(cancellation of certificates)** the cancellation of the existing share certificates for all of the Sale Shares;
  - (iii) **(issue of certificates)** the issue of a new share certificate in the name of the Purchaser for the Sale Shares;
  - (iv) **(register)** the updating of the Company's members register to reflect the Purchaser as the legal owner of the Sale Shares;
  - (v) **(appointments)** the appointment of such persons who will be appointed as new directors of the Company from Completion in accordance with the Shareholders Deed;
  - (vi) **(resignation)** the resignations of such persons as directors of the Company from Completion (if any) as provided for in the Shareholders Deed;
  - (vii) **(revocation of bank authorities)** the revocation of existing authorities to operate the bank accounts of the Company;
  - (viii) **(new bank authorities)** the authorisation of Arthur Tingas and Nathan Linn to operate the bank accounts of the Company;
  - (ix) **(revocation of POAs)** the revocation of any existing powers of attorney granted by the Company;
  - (x) **(other deliverables)**: the execution and delivery of, and the performance of the Company's obligations under the Option Cancellation Deeds, each Services Agreement and each Confirmatory IP Assignment;
- (b) **(Subsidiary resolution)** duly signed minutes of a board meeting of the Subsidiary (or a written resolution, as applicable), approving, conditional on Completion occurring:
  - (i) **(appointments)** the appointment of each person nominated by the Purchaser as a director or other officer of the Subsidiary (subject to receipt of a duly executed consent to act in the agreed form);
  - (ii) **(resignations)** the resignation of such persons nominated by the Purchaser as directors or officers of the Subsidiary (if any) (subject to the receipt of a duly executed letter of resignation in the agreed form); and
  - (iii) **(new bank authorities)** the authorisation of Arthur Tingas and Nathan Linn to operate the bank accounts of the Subsidiary;
- (c) **(Transfers and certificates)** duly executed instruments of transfer of the Sale Shares set out opposite each Vendor's name in column 3 of the table in Part A of Schedule 1 in favour of the Purchaser together with the certificates (if any) relating to the Sale Shares or an indemnity in the agreed form as to the loss or destruction of the original certificates;

- (d) **(Resignations)** written resignation letters of such persons as directors of the Company from Completion (if any) as provided for in the Shareholders Deed, duly executed by them;
- (e) **(Discharges)** full releases and discharges in respect of all Encumbrances over the Sale Shares and any of the Assets (other than any Permitted Encumbrances over the Assets);
- (f) **(Vendor Associate Amounts and Obligations)** evidence that as at Completion all Vendor Associate Amounts and Obligations have been repaid or discharged in full;
- (g) **(Repayment of Financial Debt)** evidence that all Financial Debt is repaid in full and there will be no outstanding contractual obligations of the Group in respect of any Financial Debt in existence prior to Completion;
- (h) **(Company books)** the Records (except those required to be delivered in accordance with clause 7.2(a)):
  - (i) if not held at the Company's registered office, all available copies of the Constitution, common seal and duplicate seal of the Group, original certificates of incorporation and all statutory registers of the Group; and
  - (ii) by leaving at the places at which they are usually located in the normal course of operations of the Business, all minute books, statutory books and registers, books of account, annual statements, trading and financial records, insurance policies and certificates of currency, copies of taxation returns, other documents and papers, any common seals and duplicate seals or official seals, of the Group on and from Completion, other than the documents and seals referred to in clause 7.2(h)(i);
- (i) **(Deed of Termination)** a copy of the Deed of Termination duly executed by each of the parties;
- (j) **(Shareholders Deed)** a duly executed counterpart of the Shareholders Deed signed by each of the parties other than HoldCo and the Level Investor;
- (k) **(Escrow Deed)** a duly executed counterpart of the Escrow Deed, signed by the Vendors Representative (including specimen signatures);
- (l) **(Service Agreements)** copies of each Service Agreement, duly executed by each Key Employee;
- (m) **(Disclosure Materials)** two electronic copies on a USB of the Disclosure Materials;
- (n) **(Option Invitation Letter)** a counterpart of the Option Invitation Letter, together with each ancillary document and deliverable under such document, in each case duly executed by each applicable Option Holder;
- (o) **(Option Cancellation Deeds)** a counterpart of each Option Cancellation Deed, together with each ancillary document and deliverable under such document, duly executed by each Option Holder and the Company;
- (p) **(Confirmatory IP Assignments)** copies of Confirmatory IP Assignments duly executed by the Company and each of eTeam Pty Ltd, My Online Presence Pty Ltd and Andrei Dimitriu;
- (q) **(Business Premises)** possession of the Business Premises and all keys to the Business Premises (at the places at which they are usually located in the normal course of the operation of the Business);
- (r) **(plant and equipment)** possession and control of the plant and equipment and inventory of each Group Company (at the places at which they are usually located in the normal course of the operation of the Business);

- (s) **(eTeam RPA)** written evidence to the satisfaction of the Purchaser that the resource provision agreement between the Company and eTeam Pty Ltd has been terminated;
- (t) **(consent)** a signed consent letter from the person who will be appointed as a director of the Purchaser and HoldCo on Completion in accordance with the Shareholders Deed;
- (u) **(Ratchet Ordinary Cancellation Deeds)** a counterpart of each Ratchet Ordinary Cancellation Deed, together with each ancillary document and deliverable under such document, duly executed by each Ratchet Ordinary Shareholder and the Company; and
- (v) **(Ratchet Preference A Cancellation Deeds)** a counterpart of each Ratchet Preference A Cancellation Deed, together with each ancillary document and deliverable under such document, duly executed by each Ratchet Preference A Shareholder and the Company.

### 7.3 Obligations of Purchaser on Completion

The Purchaser must, on or before Completion:

- (a) **(Completion Payment)** pay to the Vendor Bank Account the Completion Payment;
  - (b) **(Vendor Loan Amount)** pay, on behalf of the Company, to the Vendor Bank Account the Vendor Loan Amount, and such amounts will be taken to repay and discharge such Vendor Associate Amounts and Obligations;
  - (c) **(Escrow Amount)** pay to the Escrow Account the Escrow Amount;
  - (d) **(Option Cash Consideration)** pay each Option Holder, on behalf of the Company, its Option Cash Consideration into the Vendor Bank Account;
  - (e) **(Ratchet Ordinary Consideration)** pay each Ratchet Ordinary Shareholder, on behalf of the Company, its Ratchet Ordinary Consideration into the Vendor Bank Account;
  - (f) **(Vendor Transaction Costs)** pay:
    - (i) \$2,904,000.00 into the bank account with the following details:
 

Bank:	Australia and New Zealand Banking Group Limited
Account holder:	Monash Advisory Pty Ltd
BSB:	012 055
Account Number:	391 899 382
SWIFT Code:	ANZBAU3M
    - (ii) \$330,000.00 into the bank account with the following details:
 

Bank:	Westpac Banking Corporation
Account holder:	Thomson Geer Sydney Office General Account
BSB:	035 006
Account Number:	154 174
SWIFT Code:	WPAC AU2S
- representing transaction costs of the Vendors;
- (g) **(Transaction Costs - Bonus)** pay \$471,945.63 into the bank account with the following details:
 

Bank:	Westpac Banking Corporation
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Account holder: EFTsure Pty Ltd  
 BSB: 032 099  
 Account Number: 663 395  
 SWIFT Code: WPAC AU2S

representing transaction bonuses payable to officers, Employees, Contractors or consultants of or to the Group (or recharged by a Vendor to the Group) in connection with the Transaction;

- (h) **(consents)** deliver to the Vendors Representative signed consent letters from the persons who will be appointed as new directors of the Group Companies from Completion in accordance with the Shareholders Deed; and
- (i) **(other documents)** deliver to the Vendors Representative a counterpart of any document that is required to be executed by the Purchaser pursuant to this Deed, including:
  - (i) the Shareholders Deed; and
  - (ii) the Escrow Deed (including specimen signatures).

#### 7.4 **Obligations of HoldCo on Completion**

HoldCo must, on or before Completion:

- (a) **(HoldCo director approval)** cause a meeting of the directors of HoldCo to be held (or pass a written resolution in lieu of a meeting), approving, conditional on Completion occurring:
  - (i) the issue and allotment of the Subscription Shares to the Level Investor and Trinity Lane;
  - (ii) the issue and allotment of the Consideration Shares to the Rollover Vendors;
  - (iii) the issue of new share certificates in the name of the Rollover Vendors for the Consideration Shares and the Level Investor and Trinity Lane for the Subscription Shares;
  - (iv) the updating of HoldCo's register of members to reflect the Vendors as the legal owners of the Consideration Shares and the Level Investor and Trinity Lane as the legal owners of the Subscription Shares;
- (b) **(HoldCo Options)** issue the HoldCo Options to each Option Holder;
- (c) **(Consideration Shares)** issue and allot to each Rollover Vendor the Consideration Shares set out opposite that Rollover Vendor's name in column 6 of the table in Part A of Schedule 1;
- (d) **(Subscription Shares)** issue and allot to the Level Investor and Trinity Lane the Subscription Shares and provide evidence to the Vendors Representative satisfaction that the subscription price for the Subscription Shares has been received by HoldCo; and
- (e) **(Shareholders Deed)** deliver to the Vendors Representative a counterpart of the Shareholders Deed duly executed by HoldCo and the Level Investor.

#### 7.5 **Simultaneous actions at Completion**

Unless otherwise agreed by the Vendors Representative and the Purchaser, and except as provided for in this clause 5, all actions taken under clauses 7.2, 7.3 and 7.4 (as applicable) on or before Completion are interdependent and will be deemed to take place simultaneously and

no delivery or payment will be deemed to have been made until all deliveries and payments under this Deed due to be made at Completion have been made.

## **8 Post-Completion**

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### **8.1 Assistance with change of control consents**

- (a) If, as a result of the sale of the Sale Shares to the Purchaser under this Deed, any contract to which a Group Company is a party is in force at the date of this Deed requires the consent (**Required Consent**) of a person that is not a party to this Deed, then:
- (i) the Vendors must each use their reasonable endeavours to obtain the Required Consent as soon as possible after Completion; and
  - (ii) the Purchaser and HoldCo must each co-operate with the Vendors and do all things reasonably necessary to assist the Vendors to obtain the Required Consent as soon as possible.

### **8.2 Access to Vendors records**

In addition to any other rights of access under this Deed, the Vendors must for a period of seven years (or for any longer period required by Law) retain all documents and records relating to each Group Company remaining in their possession or under their control following Completion and make available to the Purchaser on reasonable notice all documents or records which are reasonably required by the Purchaser or a Group Company:

- (a) to enable any Purchaser Group Member to prepare accounts (including the Completion Accounts), Tax Returns and other statutory returns or fulfil any other obligation relating wholly or partly to any period before Completion;
- (b) to comply with any Law; or
- (c) in connection with the prosecution or defence of any claim by or against any third party, provided that, in doing so, the Vendors will not thereby be waiving any legal professional privilege in relation to such claim. The Purchaser must comply with any steps reasonably requested by the Vendors to preserve legal professional privilege and confidentiality.

## **9 W&I Insurance**

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### **9.1 Purchaser to obtain W&I Insurance Policies**

The Purchaser:

- (a) has obtained and must maintain the W&I Insurance Policies in accordance with their terms, including by paying the W&I Insurance Costs and providing any deliverables set out in the W&I Insurance Policies when due;
- (b) must not vitiate, novate or assign either of the W&I Insurance Policies or any rights thereunder, or do anything which causes any right under any of the W&I Insurance Policies to become unenforceable or otherwise ineffective; and
- (c) acknowledges that the Vendors have entered into this Deed in reliance on the Purchaser having obtained the W&I Insurance Policies and the further provisions of this clause 9.

### **9.2 Conflicts**

- (a) if there is any conflict or inconsistency between this clause 9 and any other provisions of this Deed (other than clause 12.19 (Fraud)), this clause 9 prevails.



- (b) The W&I Insurance Policies must contain:
  - (i) a waiver by the W&I Insurers of all rights of subrogation, contribution and rights acquired by assignment against the Vendors, except if a Vendor has acted fraudulently; and
  - (ii) an acknowledgment that the Vendors are entitled to enforce the waiver directly and that the Purchaser holds the benefit of the waiver on trust for the Vendors.

### 9.3 No recourse principle

Except in respect of a Claim against a Vendor relating to the fraud of that Vendor, or to the extent clause 9.5 applies:

- (a) each Level Investor Group Member agrees that no Vendor Party has or will have any Liability to any Level Investor Group Member or any other person in respect of any Vendor Warranty Claim, Tax Subject Claim, Title and Authority Warranty Claim, Vendor Indemnity Claim or Loss in relation to any Forecasts or a breach of any of the Vendor Warranties or under any Vendor Indemnity; and
- (b) each Level Investor Group Member hereby releases any right that it may have to make a Claim, or bring any legal proceeding, irrespective on which grounds, to recover any Loss against any Vendor Party in relation to a breach of any breach of any of the Vendor Warranties or under any Vendor Indemnity (including in respect of any Vendor Warranty Claim, Tax Subject Claim, Title and Authority Warranty Claim, Vendor Indemnity Claim or in relation to any Forecasts).

### 9.4 Limited recourse against the Vendors

Each Level Investor Group Member undertakes that it will not be entitled to make, and it will not make, any Claim against the Vendor Parties for a breach of a Vendor Warranty or under a Vendor Indemnity (including in respect of any Vendor Warranty Claim, Tax Subject Claim, Title and Authority Warranty Claim, Vendor Indemnity Claim or in relation to any Forecasts), except:

- (a) to the extent that the Vendors are in breach of clause 9.5;
- (b) in respect of a Claim against a Vendor Party relating to the fraud of that Vendor Party; or
- (c) without prejudice to clause 9.4(a) to the extent required to permit or facilitate a Claim against the relevant W&I Insurer under the relevant W&I Insurance Policy but only the extent that no Vendor Party, Vendor Associate or Vendor Representative has any Liability above \$1.00 for breach of any of the Vendor Warranties or under any Vendor Indemnity (including in respect of any Vendor Warranty Claim, Tax Subject Claim, Title and Authority Warranty Claim, Vendor Indemnity Claim or in relation to any Forecasts).

### 9.5 Payment of deductible

The Vendors must procure that the Escrow Agent pays to the Purchaser the amount of any deductible payable in respect of a W&I Claim under the W&I Insurance Policy, up to a maximum of the amount held from time to time in the Escrow Account, in accordance with the terms of the Escrow Deed.

### 9.6 Miscellaneous

- (a) Each Level Investor Group Member agrees that (other than as set out in clause 9.3 and clause 9.4) clause 9.3 and clause 9.4 may be pleaded as a full and complete defence by the Vendors to any Vendor Warranty Claim, Tax Subject Claim, Title and Authority Warranty Claim, Vendor Indemnity Claim or Loss in relation to any Forecasts or a breach of any of the Vendor Warranties or under any Vendor Indemnity made by any Level Investor Group Member.

- (b) Each Level Investor Group Member indemnifies each Vendor Party against all Losses incurred by that Vendor Party as result of any Claim or proceeding made by any Level Investor Group Member in relation to a breach of a Vendor Warranty or under a Vendor Indemnity (including in respect of any Vendor Warranty Claim, Tax Subject Claim, Title and Authority Warranty Claim, Vendor Indemnity Claim or in relation to any Forecasts), except to the extent contemplated by clause 9.5 or with respect to Claims or proceedings permitted under clause 9.3 or 9.4.
- (c) To avoid doubt, each Level Investor Group Member acknowledges and agrees that this clause 9 applies irrespective of whether any Level Investor Group Member is able or not to obtain any remedy under the W&I Insurance Policies (whether due to policy exceptions, validity, breach, default or insolvency of any person or otherwise) including pursuant to the provisions of clause 12.13(a).

## **10 Warranties**

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### **10.1 Warranties**

Each Vendor severally (not jointly or jointly and severally) warrants to the each Level Investor Group Member that:

- (a) each of Title and Authority Warranties, is in respect of that Vendor true, accurate and not misleading;
- (b) each of the Business Warranties and Tax Warranties is true, accurate and not misleading; and
- (c) there are no facts or circumstances subsisting of which it is aware that constitute, or would reasonably be likely with the lapse of time or giving of notice (or both) to become, a breach of any Vendor Warranty.

### **10.2 When Vendor Warranties given**

Each of the Vendor Warranties is given as at Completion (except to the extent that the Vendor Warranty is expressed to be given as at a particular date or dates only, in which case the Vendor Warranty is only given as at that date or dates).

### **10.3 Separate Warranties**

Each Vendor Warranty is to be treated as a separate representation and warranty. The interpretation of any statement in a Vendor Warranty is not restricted or limited by reference to or inference from any other Vendor Warranty.

### **10.4 Indemnity from Vendors**

Subject to the limitations and exclusions set out in this Deed (including in clause 12), each Vendor severally in accordance with the provisions of clause 12 (and not jointly or jointly and severally) indemnifies each Level Investor Group Member, and must pay to a Level Investor Group Member, as the case may be, the amount of, all Loss which may be suffered or incurred by that Level Investor Group Member and which arises out of, or in connection with any breach of a Vendor Warranty. To avoid doubt the parties acknowledge and agree, in the event and to the extent of a breach of a Title and Authority Warranty, only that Vendor which has given the Title and Authority Warranty the subject of the breach shall be liable under the indemnity in this clause 10.4.

### **10.5 Specific Vendor Indemnities**

Subject to the limitations and exclusions set out in this Deed, as a separate and independent obligation from that contained in clause 10.4:

- (a) each Vendor severally in their Respective Proportions indemnifies each Level Investor Group Member against, and must pay to a Level Investor Group Member, as the case

may be, the amount of, any Loss suffered or incurred by that Level Investor Group Member, as the case may be, arising out of or in connection with:

- (i) **(OSS)** any Group Company's use of the OSS Software known as "iTextSharp" and licensed under the Affero General Public Licence in a manner that requires disclosure or publication of any of the source code of the Proprietary Software;
- (ii) **(APP 5)** any Group Company's failure to comply with APP 5 in relation to the collection of Personal Information from any Payee; and
- (iii) **(APP 11)** any Group Company's failure to comply with APP 11 in relation to the retention of Personal Information of a Payee,

prior to Completion;

- (b) Chazfam and Five Star indemnify each Level Investor Group Member against, and must pay to a Level Investor Group Member, as the case may be, the amount of, any Loss suffered or incurred by that Level Investor Group Member, as the case may be arising out of or in connection with:

- (i) **(Sham contracting):**

- (A) Chazan being characterised as an employee or worker of the Company; or
- (B) any payment made by the Company to eTeam Software Pty Ltd being characterised (either in part or in full) as a payment of salary, wages, commission, bonuses, allowances or like amount to Chazan,

for the purposes of any Law, including any Tax Law, in respect of any period prior to Completion; or

- (ii) **(Director fees)** any payment made by the Company to Chazan in breach of any Law, including Tax Law, in respect of any period prior to Completion;

- (c) Ronari and Five Star indemnify each Level Investor Group Member against, and must pay to a Level Investor Group Member, as the case may be, the amount of, any Loss suffered or incurred by the that Level Investor Group Member, as the case may be, arising out of or in connection with:

- (i) **(Sham contracting):**

- (A) Kontorovich being characterised as an employee or worker of the Company; or
- (B) any payment made by the Company to eTeam Software Pty Ltd being characterised (either in part or in full) as a payment of salary, wages, commission, bonuses, allowances or like amount to Kontorovich,

for the purposes of any Law, including any Tax Law, in respect of any period prior to Completion;

- (ii) **(Director fees)** any payment made by the Company to Kontorovich in breach of any Law, including Tax Law, in respect of any period prior to Completion;

- (d) LDHI indemnifies each Level Investor Group Member against, and must pay to a Level Investor Group Member, as the case may be, the amount of, any Loss suffered or incurred by that Level Investor Group Member, as the case may be, arising out of or in connection with:

- (i) **(Sham contracting):**

- (A) Mirels being characterised as an employee or worker of the Company; or

- (B) any payment made by the Company to Baruch Investments Pty Ltd ACN 132 167 492 and LDHI being characterised (either in part or in full) as a payment of salary, wages, commission, bonuses, allowances or like amount to Mirels,

for the purposes of any Law, including any Tax Law, in respect of any period prior to Completion; or

- (ii) **(Director fees)** any payment made by the Company to Mirels in breach of any Law, including Tax Law, in respect of any period prior to Completion.

## 10.6 Inducement

The Vendors acknowledge that each Level Investor Group Member has entered into this Deed in reliance on the Vendor Warranties and the Vendor Indemnities.

## 10.7 Matters Disclosed

The Vendor Warranties (other than the Title and Authority Warranties and Tax Warranties) and Vendor Indemnities (other than Vendor Indemnities in respect of the Title and Authority Warranties and Tax Warranties) are given subject to, and the Liability of the Vendor Parties in respect of any breach of any Vendor Warranty (other than the Title and Authority Warranties and Tax Warranties) and under any Vendor Indemnity (other than Vendor Indemnities in respect of the Title and Authority Warranties and Tax Warranties) will be reduced or extinguished (as the case may be) to the extent that the breach arises in connection with any information or matters:

- (a) contained in this Deed or any other Transaction Document;
- (b) which have been Fairly Disclosed in the Disclosure Material; or
- (c) that would have been disclosed to the Purchaser had the Purchaser conducted searches as at the following dates from a public search of the Company on the following records open to public inspection:
  - (i) maintained by ASIC on 25 November 2021;
  - (ii) maintained by IP Australia on 14 October 2021;
  - (iii) the public register maintained under the Personal Property Securities Act 2009 (Cth) on 25 November 2021; and
  - (iv) maintained by the High Court of Australia, the Federal Court of Australia and the Federal Circuit Court of Australia on 14 October 2021.

## 11 Releases

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### 11.1 Releases

- (a) Subject to clause 11.1(b), on and from Completion, each Vendor Party releases and forever discharges each Group Company from:
  - (i) all Liabilities owing to such Vendor Party with respect to the period up to Completion on any account whatsoever; and
  - (ii) all actions, claims, demands, proceedings or causes of action (whether arising in contract, tort, under common law or statute, indemnity or otherwise) however arising whether present or future, fixed or unascertained, immediate, actual or contingent which the Vendor Party has or, but for this clause 11.1, could or might reasonably be expected to have had on any account whatsoever in respect of any act or omission with respect to the period up to Completion.

- (b) Nothing in clause 11.1(a) operates to release a Group Company from any of its obligations:
  - (i) under this Deed, any Transaction Documents or each transaction contemplated by this Deed and each Transaction Document; or
  - (ii) to any Vendor Party in its capacity as a Representative of a Group Company (whether under Law or the constituent documents of a Group Company), including any right to indemnification, contribution or a similar claim the Vendor Party may have in such capacity.

## 11.2 Bar to proceedings

Subject to clause 11.1(b), this clause 11 may be pleaded as a full and complete defence by the Purchaser (as agent for each Group Company on and from Completion) to any Claim arising out of or in connection with a Claim of a type that, but for clause 11.1(a), could theoretically have been made by any Vendor Party.

## 11.3 Covenant not to sue

Subject to clause 11.1(b), no Vendor Party may:

- (a) sue a Group Company; or
- (b) make any Claim which it has or, which but for this clause 11 could, would or might reasonably be expected to at any time in the future have, or have had, against a Group Company,

as a result of any Claim of a type released and discharged, or required to be procured to be released and discharged, under this clause 11.

## 11.4 Benefit

The parties acknowledge and agree that:

- (a) the Purchaser has sought and obtained the benefit of the releases and undertakings of this clause 11 as agent for and on behalf of each Group Company and holds the benefit of this clause 11 as trustee for each of them; and
- (b) the provisions of this clause 11 may be enforced by the Purchaser on behalf of and for the benefit of each Group Company and each Group Company may plead this clause 11 in answer to any claim made by any Vendor Party against it.

## 12 Limitations of Liability

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### 12.1 No liability

- (a) The Vendor Parties are not liable to any Level Investor Group Member for any Vendor Warranty Claim, a Vendor Indemnity Claim or Claim under the Tax Indemnity:
  - (i) to the extent that a provision or reserve in relation to the facts, matters, circumstances, Tax or Duty giving rise to the Claim or Loss has been included in the Accounts (but only to the extent such provision or reserve is also included in the Final Completion Accounts) or the Final Completion Accounts;
  - (ii) to the extent that the Claim or Loss arises from GST which is recoverable from the Recipient of the Supply or for which an Input Tax Credit is available under the GST Law;
  - (iii) to the extent that the Claim or Loss would not have arisen but for anything done or not done after Completion by the Purchaser Group or any person

acting on behalf of the Purchaser Group which is not in the ordinary course of business for any Group Company including:

- (A) any failure by a member of the Purchaser Group to take reasonable steps to mitigate its Loss; or
  - (B) because of a Tax or Duty-related profile, attribute or similar circumstance of a Purchaser Group Member;
- (iv) to the extent that the Claim or the Loss would not have arisen but for:
- (A) the enactment or amendment of any legislation or regulations;
  - (B) a change in the judicial or administrative interpretation of the law (other than in respect of a Tax Subject Claim); or
  - (C) a change in the practice or policy of any Government Agency (other than in respect of a Tax Subject Claim),

after the date of this Deed, including legislation, regulations, amendments, interpretation, practice or policy that has a retrospective effect (except to the extent announced prior to the date of this Deed);

- (v) to the extent that the Claim or Loss would not have arisen but for some act, omission, transaction or arrangement carried out at the written request or with the written approval of the Purchaser or its Officers, agents, employees or advisers before Completion which is not in the ordinary course of business for any Group Company;
  - (vi) if the liability for that Claim in respect of a Vendor Warranty is a contingent liability, unless and until the liability is an actual liability;
  - (vii) to the extent that the Claim or Loss arises from a Group Company taking a position in relation to the application of a Tax Law that is inconsistent with the position taken by such Group Company before Completion (including in relation to the calculation of any reserve or provision relating to Tax or Duty in the Accounts (but only to the extent such provision or reserve is also included in the Final Completion Accounts) or the Final Completion Accounts) unless such Group Company is required to adopt an inconsistent position to comply with a Tax Law or the Accounting Standards;
  - (viii) to the extent that the Claim or Loss arises from a Group Company's failure to take any action after Completion required by, or that should reasonably be taken under, any applicable Tax Law in relation to any Tax or Duty (including any failure to take any such action within the time allowed) or because of a Tax or Duty-related profile, attribute or similar circumstance of the Purchaser or a Related Body Corporate of the Purchaser; or
  - (ix) to the extent that the Claim or Loss arises from a Group Company's failure to make any claim, election, surrender or disclaimer or give any notice or consent or do any other thing after Completion, the making, giving or doing of which was taken into account in computing the provision for Tax or Duty in the Completion Accounts, provided such action is communicated in writing to the Purchaser prior to Completion.
- (b) Each Level Investor Group Member acknowledges and agrees that:
- (i) it is not entitled to Claim separately for the same head of Loss already the subject of a Claim by another Level Investor Group Member against a Vendor Party under this Deed or otherwise in connection with the transactions contemplated by this Deed; and

- (ii) if it is the Level Investor that seeks to recover damages or obtain payment, reimbursement, restitution or indemnity, its Loss will be equal to the Level Investor Proportion of the total amount of any such Loss suffered by HoldCo or the Purchaser.
- (c) For the avoidance of doubt, the amount of any Claim by the Level Investor against a Vendor Party must be grossed up to ensure that the Level Investor does not suffer any Loss as a result of being a shareholder in HoldCo.

## 12.2 Consequential loss

Notwithstanding any other provision in this Deed, the Vendor Parties will not, in any circumstances, be liable to any Level Investor Group Member for any Consequential Loss.

## 12.3 Tax, Duty or other benefit

In calculating the Loss of any Level Investor Group Member in relation to a Claim, the Loss must be reduced by any benefit (including any Tax Relief) obtainable by a Group Company, the Purchaser, a Purchaser Group Member or a Level Investor Group Member arising directly or indirectly from the subject matter of that Claim.

## 12.4 No inducement by the Vendors

Each Level Investor Group Member acknowledges and agrees that, in considering to enter into this Deed and in conducting its due diligence, it did so on the basis that all the information it received from or on behalf of the Vendor Parties concerning the Group (including the Disclosure Material) and its business expressly excluded any reliance on information given to the Purchaser or statements or representations of the Vendor Parties, other than the Vendor Warranties. Each Level Investor Group Member acknowledges and agrees that:

- (a) in conducting its due diligence and in entering into this Deed and proceeding to Completion, it did not rely and is not relying on any statement, representation, warranty, forecast, opinion or statement of belief made by or on behalf of the Vendor Parties or any Group Company or their respective representatives or on any other conduct engaged in by the Vendor Parties, the Vendor Associates or their representatives, other than the Vendor Warranties;
- (b) it has had the opportunity to review the materials in the Data Room and otherwise conduct its own due diligence in relation to the Group and their activities; and
- (c) the direct and indirect impacts of COVID-19 and associated circumstances are uncertain and changing and are not capable of being accurately assessed qualitatively or quantitatively. No representation or warranty of any sort is given in connection with the impacts of COVID-19 and associated circumstances on the Group including the possible timeframe within which any adverse impacts may be addressed other than to the extent that a Vendor Warranty according to its terms relates to the historical and factual impacts of COVID-19 and associated circumstances of the Group prior to the date of this Deed.

## 12.5 Exclusion of warranties and statutory actions

Each Level Investor Group Member agrees that, except in the case of any fraud by a Vendor:

- (a) except as provided in the Vendor Warranties, all guarantees, warranties or representations relating to this Deed or its subject matter (whether implied, written, oral, collateral, statutory or otherwise) not expressly contained in this Deed are excluded to the maximum extent permitted by law and, to the extent that they cannot be excluded, the Vendors disclaims all liability in relation to them to the maximum extent permitted by law; and
- (b) to the maximum extent permitted by law, each Level Investor Group Member will not make and waives any right it may have to make any Claim against any Vendor Party under the Australian Consumer Law (including sections 4, 18 and 29 of the Australian

Consumer Law), the Corporations Act (including section 1041H of that Act), the Australian Securities and Investments Commission Act 2001 (Cth) or the corresponding provision of any other federal, state or territory legislation, or a similar provision under any applicable law, for any act or omission concerning the transactions contemplated by this Deed or for any statement or representation concerning any of those things.

## 12.6 Multiple Vendor limits

- (a) Any Claim under this Deed other than:
- (i) a Title and Authority Warranty Claim;
  - (ii) a Claim for a breach of covenant by a specific Vendor; or
  - (iii) a Claim for actions or omissions otherwise specific to a Vendor, including the Vendor Specific Indemnities in clauses 12.6(b) to 12.6(d) (inclusive),
- must be made against all Vendors pro rata between those Vendors in accordance with each Vendor's Respective Proportion and not against some of those Vendors only.
- (b) Each Level Investor Group Member will not enter into any agreement or arrangement with any of the Vendor Parties to release or mitigate the Liability of any Vendor Party which does not apply in the same manner to all Vendor Parties based upon their Respective Proportion (except to the extent the Claim is referred to in clauses 12.6(a)(i) to 12.6(a)(iii) (inclusive)).
- (c) Except as otherwise specifically provided for in this Deed, in the event that an individual Vendor Party does not satisfy a Claim, each Level Investor Group Member agrees that it will not bring a Claim against any other Vendor Party in respect of that fact.
- (d) Except as otherwise specifically provided for in this Deed, as between the Vendors, if (despite the provisions of this clause):
- (i) a Claim for breach of a Vendor Warranty is made, the basis of which is that a Business Warranty is, or is alleged to be, untrue or inaccurate;
  - (ii) a court of competent jurisdiction requires one or more Vendors to pay an amount in respect of that Claim referred to in paragraph (the aggregate amount required to be paid by all such Vendors, the **Judgment Amount**); and
  - (iii) the amount required by the court to be paid by any individual Vendor (a **Paying Vendor**) in respect of that Vendor Warranty Claim exceeds its Respective Proportion of the Judgment Amount,

then, unless any Paying Vendor's Liability in respect of the Judgment Amount arose from fraud on the part of such Paying Vendor, the other Vendors must severally (not jointly or jointly and severally) contribute an amount to such Paying Vendor such that each Vendor bears its Respective Proportion of the Judgment Amount.

## 12.7 Caps

Subject to clause 9 and any other provision of this Deed:

- (a) each Vendor's total liability for any Loss arising in respect of all Claims in connection with this Deed is limited in aggregate to such Vendor's Respective Proportion of the total Purchase Price;
- (b) each Vendor's total Liability for any Loss arising in respect of all Claims for breach of a Vendor Warranty (other than Title and Authority Warranty Claims or Tax Subject Claims) is limited in aggregate to 30% of such Vendors' Respective Proportion of the Purchase Price;



- (c) each Vendor's total Liability for any Loss arising in respect of a Specific Vendor Indemnity Claim under clauses 10.5(a)(i), 10.5(a)(ii) and 10.5(a)(iii) is limited in aggregate to such Vendor's Respective Proportion of \$5,000,000;
- (d) the total Liability of Chazfam, Five Star, LDHI and Ronari for any Loss arising in respect of a Specific Vendor Indemnity Claim under clauses 10.5(b)(i), 10.5(c)(i) or 10.5(d)(i) that has not been directly or indirectly instigated, or contributed to in any way, by the action of a Vendor Party after Completion is limited in aggregate to \$250,000;
- (e) the total Liability of:
  - (i) Chazfam and Five Star for any Loss arising in respect of a Specific Vendor Indemnity Claim under clause 10.5(b)(ii) is limited in aggregate to \$400,000;
  - (ii) Ronari and Five Star for any Loss arising in respect of a Specific Vendor Indemnity Claim under clause 10.5(c)(ii) is limited to \$400,000; and
  - (iii) LDHI for any Loss arising in respect of a Specific Vendor Indemnity Claim under clause 10.5(d)(ii) is limited in aggregate to \$400,000,

provided that the total aggregate liability of Chazfam, Five Star, LDHI and Ronari for any Loss arising in respect of a Specific Vendor Indemnity Claim under clauses 10.5(b)(ii), 10.5(c)(ii) and 10.5(d)(ii) is limited in aggregate to \$1,100,000; and
- (f) to the extent of a breach of a Title and Authority Warranty, only that Vendor which has given the Title and Authority Warranty the subject of the breach shall be liable.

## 12.8 **Basket**

Subject at all times to the provisions of clause 9, other than in respect of a Tax Subject Claim, the Vendor Parties are not liable to any Level Investor Group Member for any Vendor Warranty Claim or a Vendor Indemnity Claim:

- (a) if the amount of the Claim is less than 0.1% of the Purchase Price (**Permitted Claim**); and
- (b) unless and until the aggregate amount of all Permitted Claims exceeds 1% of the Purchase Price, in which case the Vendor Parties will be liable for the whole amount of the Permitted Claims.

## 12.9 **Time limit on Warranty Claims**

The Vendor Parties are not liable to any Level Investor Group Member for:

- (a) any Vendor Warranty Claim (other than a Title and Authority Warranty Claim or a Tax Subject Claim) unless the Vendor Warranty Claim has been notified to the Vendors Representative on or before the date which is 3 years from the date of Completion;
- (b) any Title and Authority Warranty Claim or Tax Subject Claim unless the Title and Authority Warranty Claim or Tax Subject Claim has been notified to the Vendors Representative on or before the date which is 7 years from the date of Completion;
- (c) a Claim under clauses 10.5(a)(i), 10.5(a)(ii) and 10.5(a)(iii) unless the Claim has been notified to the Vendors Representative on or before the date which is 2 years from the date of Completion; and
- (d) a Claim under clauses 10.5(b), 10.5(c) and 10.5(d) unless the Claim has been notified to the Vendors Representative on or before the date which is 7 years from the date of Completion.

## 12.10 **Third party recovery**

If the Vendor Parties pay an amount to any Level Investor Group Member in respect of any Claim under or in connection with this Deed, and any Level Investor Group Member

subsequently receives any payment in respect of the same matter giving rise to the Claim from any third party (including any insurer), then the relevant Level Investor Group Member must pay to the Vendors in their Respective Proportions an amount equal to the lesser of (in each case less any costs and Taxes incurred or payable in connection with the relevant payments and/or amounts and their recovery):

- (a) the amount paid by the Vendor Parties in respect of the Claim; and
- (b) the payment or receipt (as determined by the Purchaser (acting reasonably)) from the third party.

#### 12.11 **No double recovery**

None of the Level Investor Group Members (together or alone) is entitled to recover damages or obtain payment, reimbursement, restitution or indemnity more than once for the same Liability or breach of this Deed.

#### 12.12 **Disclosure regarding Third Party Claims**

- (a) The Purchaser must promptly (and in any event within 20 Business Days) notify the Vendors Representative if any Level Investor Group Member becomes aware of any events, matters or circumstances (including any potential threatened Third Party Claim) that is reasonably likely to give rise to a Claim against the Vendors.
- (b) The Purchaser must include in a notice given under clause 12.12(a) all relevant details then known to any Level Investor Group Member of:
  - (i) the Third Party Claim; and
  - (ii) the matters or circumstances giving rise or which may give rise to the Claim.
- (c) The Purchaser must also, on an on-going basis, keep the Vendors Representative informed of all developments in relation to the Claim notified under clause 12.12(a).

#### 12.13 **Insured Claim or loss**

- (a) The Vendor Parties shall not be liable for any Claim in relation to this Deed to the extent that any Level Investor Group Member is entitled to claim under any policy of insurance (including under the W&I Insurance Policy or any other policy of insurance or other contract or indemnity) and any Level Investor Group Member actually recovers under that policy of insurance. The amount of the Claim must be reduced by the amount of insurance monies to which any Level Investor Group Member actually recovers.
- (b) In clause 12.13(a), reference to an entitlement to recover under a policy of insurance includes an entitlement that would have existed but for any change in the terms of insurance of the Group since Completion.

#### 12.14 **Duty to mitigate**

Each party is under a duty to mitigate its Loss in relation to any Claim and the Vendor Parties' liability in respect of any breach of any Vendor Warranty or in respect of any Vendor Indemnity will be reduced or extinguished (as the case may be) to the extent that such Loss could have been reasonably avoided by a Level Investor Group Member taking reasonable steps after becoming aware of the breach to avoid that Loss.

#### 12.15 **No action against Officers and employees**

Each Level Investor Group Member waives all rights and Claims that it may have personally against the current and former Officers and employees of the Vendors and the Group in relation to any matter arising directly or indirectly in connection with this Deed or the transactions contemplated by this Deed except to the extent:

- (a) that those rights or Claims directly arise out of the fraud or wilful misconduct of a current or former Officer or employee of the Vendors or the Group; or
- (b) a person referred to in this clause 12.15 is also a Vendor, in which case this clause does not apply to that person to the extent of their capacity as a Vendor.

#### 12.16 No actions by Level Investor Group Members

- (a) Each Level Investor Group Member agrees that the relevant provisions of this clause 12 may be pleaded as a full and complete defence by the Vendor Parties to any Claim made by any Level Investor Group Member.
- (b) Each Level Investor Group Member indemnifies each Vendor Party against all Losses incurred by each Vendor Party as a result of any Claim or proceeding made by any Level Investor Group Member in breach of this clause 12.

#### 12.17 Adjustments to Purchase Price

A payment made pursuant to this Deed with respect to the breach of a Warranty or under an indemnity by:

- (a) the Purchaser, is to be treated as an increase of the Purchase Price; and
- (b) the Vendors, is to be treated as a reduction of the Purchase Price received by the Vendors.

#### 12.18 Independent Limitations

Each qualification and limitation in this clause 12 is to be construed independently of the others and is not limited by any other qualification or limitation.

#### 12.19 Fraud

None of the limitations on the Liability of the Vendors in this Deed, including in this clause 12, apply to any Claim against the Vendors to the extent that the Liability of the Vendors, as applicable, in respect of that Claim arises from the fraud of, or on behalf of, a Vendor.

### 13 Taxation

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#### 13.1 Tax Indemnity

The Vendors severally (not jointly or jointly and severally) indemnify the Purchaser and HoldCo against, and must pay to the Purchaser or HoldCo, as the case may be, the amount of, any Loss suffered or incurred by the Purchaser or HoldCo resulting from, arising out of or in connection with:

- (a) Tax payable by the Group (whether payable before, on or after Completion), to the extent that the Tax relates to any period, or part period, up to and including Completion, or any act, transaction, event or omission, or an instrument executed or performed, on or prior to Completion;
- (b) any Tax that arises by reason of any matter or thing being other than as represented or warranted in the Tax Warranties;
- (c) any Taxes of any member of an affiliated, consolidated, combined or unitary group for income Tax purposes of which the Group Company (or any predecessor) is or was a member on or prior to Completion;
- (d) any Taxes of any person imposed on the Group Companies as a transferee or successor, by Contract, indemnification agreement or otherwise, or pursuant to any

Law, which Taxes relate to an event, agreement or transaction occurring on or before Completion;

- (e) the preparation of any Pre-Completion Tax Returns under clause 13.2(a); and
- (f) the preparation of any Tax Returns in respect of the Straddle Period;
- (g) Tax Costs relating to a Tax Demand (whether or not it gives rise to a Tax Subject Claim).

### 13.2 Tax Returns

- (a) Subject to clause 13.2(b), the Vendors and the Purchaser agree that the Company or its duly authorised agent will prepare or procure the preparation of any Tax Return for the Group Companies for any period:
  - (i) ending on or prior to the Completion Date, which has a due date after the Completion Date (**Pre-Completion Period**); and
  - (ii) that starts prior to the Completion Date and ends after the Completion Date (**Straddle Period**),

so that any Tax Return for the Pre-Completion Period and Straddle Period may be lodged with the relevant Tax Authority at the latest, by the last day on which they can be lodged without the imposition of penalties or interest charges.

- (b) The Vendors must provide the Purchaser with such reasonable assistance as is required by the Purchaser, the Company or its duly authorised agent to prepare any Tax Return for the Pre-Completion Period and Straddle Period referred to in clause 13.2(a).
- (c) In preparing a Tax Return under clause 13.2(a) for the Pre-Completion Period and Straddle Period:
  - (i) in relation to a Tax Return, the Purchaser must, no later than 10 Business Days prior to the due date for lodgement for a business activity statement and no later than 10 Business Days prior to the due date for lodgement for any other Tax Return, provide the Vendors Representative with a copy of the Tax Return and supporting calculations for the Vendors' review and comment;
  - (ii) if any Vendor objects to any item in a relevant Tax Return, the Vendors Representative must notify the Purchaser of the objection no later than 5 Business Days prior to the due date for lodgement for a business activity statement and no later than 5 Business Days prior to lodgement for any other Tax Return and the parties must attempt in good faith to resolve the dispute; and
  - (iii) if the parties cannot resolve the dispute by agreement by the due date for lodgement of the Tax Return, the Purchaser will (or will cause the relevant Group Company to):
    - (A) lodge the Tax Return as prepared by the due date for lodgement;
    - (B) appoint an Independent Accountant to resolve the dispute; and
    - (C) if required as a result of the Independent Accountant's determination, make, file, lodge or submit an amended Tax Return which reflects the resolution of the disputed items.

### 13.3 Tax Demand against Group

- (a) The Purchaser must promptly notify the Vendors Representative if a Tax Demand is made against any Group Company that may give rise to a Claim against the Vendors.

- (b) The Purchaser must include in a notice given under clause 13.3(a) all relevant details (including the amount) then known to the Purchaser of:
  - (i) the Tax Demand; and
  - (ii) any Claim which will be made against the Vendors as a result of the Tax Demand.
- (c) The Purchaser is not obliged to waive legal professional privilege in relation to a Claim notified under clause 13.2. The Vendors must comply with any steps requested by the Purchaser to preserve legal professional privilege and confidentiality.

#### 13.4 Tax Demands

- (a) The Purchaser must not, and must ensure that a Group Company does not:
  - (i) accept, compromise or pay;
  - (ii) agree to arbitrate, compromise or settle; or
  - (iii) make any admission in relation to,
 

a Tax Demand that may lead to liability on the part of the Vendors under a Claim without the Vendors Representative's prior written approval (which must not be unreasonably withheld or delayed). However, the relevant Group Company may pay any Tax to a Government Agency by the due date for payment without affecting any of the Purchaser's rights under this Deed.
- (b) Following receipt of a notice given under clause 13.3(a) in respect of a Claim that arises from or involves a Tax Demand, the Vendors may, by written notice from the Vendors Representative to the Purchaser no later than 10 Business Days (if timing of the receipt of the notice allows, or otherwise as soon as reasonably practicable) before the due date for payment of the relevant Tax advise the Purchaser that the Vendors wish to contest the Tax Demand at their sole cost.
- (c) If the Vendors Representative advises the Purchaser that the Vendors wish to contest the Tax the subject of the Tax Demand, then at the Vendors Representative's written request, the Purchaser must take, or procure that the person required to pay the Tax takes, at the Vendors' cost, such Disputing Action in a timely manner in relation to the Tax Demand as the Vendors Representative may reasonably require.
- (d) If the Vendors contest the Tax the subject of a Tax Demand, then the Purchaser must follow all reasonable written directions of the Vendors Representative relating to the conduct of any Disputing Action referred to in clause 13.4(c) and in this clause 13.4(d), including using professional advisers nominated by the Vendors Representative. In making any directions under this clause 13.4(d), the Vendors must:
  - (i) act in good faith;
  - (ii) liaise with the Purchaser in relation to the conduct of the Disputing Action referred to in this clause 13.4;
  - (iii) provide the Purchaser with prompt and reasonable access to a copy of any notice, correspondence or other document relating to that Disputing Action.
- (e) The Purchaser must provide the Vendors with all reasonable assistance requested by the Vendors Representative in relation to the Tax Demand and the Disputing Action contemplated by this clause 13.4.

#### 13.5 Tax Indemnity Gross Up

If the Vendors are liable to pay an amount to the Purchaser or the Company pursuant to this Deed and:

- (a) that payment is subject to a deduction or withholding for or on account of Tax; or
- (b) the receipt of that payment is subject to Tax,

then the payment must be grossed up by such an amount as is necessary to ensure that the net amount retained by the recipient after deduction or withholding of Tax or payment of Tax equals the amount the recipient would have retained had the deduction, withholding or Tax not been payable. A recipient will be deemed to be subject to Tax (whether by way of assessment, deduction, withholding or otherwise) if Tax arises or is imposed on the head company of a tax consolidated group or provisional head company of a multiple entry tax consolidated group of which the recipient is a member.

## **14 Purchaser's Warranties**

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### **14.1 Purchaser's Warranties**

The Purchaser represents and warrants to the Vendors that each of the Purchaser's Warranties is true, accurate and not misleading and indemnifies the Vendors against, and must pay to the Vendors the amount of, all Loss which may be suffered or incurred by the Vendors and which arises out of, or in connection with any breach of a Purchaser Warranty.

### **14.2 When Purchaser's Warranties given**

Each of the Purchaser's Warranties is given as at Completion (except to the extent that a Purchaser's Warranty is expressed to be given as at a particular date or dates only, in which case that Purchaser's Warranty is only given as at that date or dates).

### **14.3 Separate Purchaser's Warranties**

Each Purchaser's Warranty is to be treated as a separate representation and warranty. The interpretation of any statement made in a Purchaser's Warranty is not be restricted by reference to or inference from any other statement.

### **14.4 Inducement**

The Purchaser acknowledges that the Vendors have entered into this Deed in full reliance on the Purchaser's Warranties.

## **15 HoldCo Warranties**

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### **15.1 HoldCo Warranties**

HoldCo represents and warrants to the Vendors that each of the HoldCo Warranties is true, accurate and not misleading and indemnifies the Vendors against, and must pay to the Vendors the amount of, all Loss which may be suffered or incurred by the Vendors and which arises out of, or in connection with any breach of a HoldCo Warranty.

### **15.2 When HoldCo's Warranties given**

Each of the HoldCo Warranties is given as at Completion (except to the extent that a HoldCo Warranty is expressed to be given as at a particular date or dates only, in which case that HoldCo Warranty is only given as at that date or dates).

### **15.3 Separate HoldCo Warranties**

Each HoldCo Warranty is to be treated as a separate representation and warranty. The interpretation of any statement made in a HoldCo Warranty is not be restricted by reference to or inference from any other statement.

#### 15.4 Inducement

HoldCo acknowledges that the Vendors have entered into this Deed in full reliance on the HoldCo Warranties.

### 16 Covenantor Warranties

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#### 16.1 Covenantor Warranties

Each Covenantor represents and warrants to the Purchaser and HoldCo that each of the Covenantor Warranties is true, accurate and not misleading and indemnifies the Purchaser and HoldCo against, and must pay to the Vendors the amount of, all Loss which may be suffered or incurred by Purchaser or HoldCo and which arises out of, or in connection with any breach of a Covenantor Warranty.

#### 16.2 When Covenantor Warranties given

Each of the Covenantor Warranties is given as at Completion (except to the extent that a Covenantor Warranty is expressed to be given as at a particular date or dates only, in which case that Covenantor Warranty is only given as at that date or dates).

#### 16.3 Separate Covenantor Warranties

Each Covenantor Warranty is to be treated as a separate representation and warranty. The interpretation of any statement made in a Covenantor Warranty is not be restricted by reference to or inference from any other statement.

#### 16.4 Inducement

Each Covenantor acknowledges that the Purchaser and HoldCo have entered into this Deed in full reliance on the Covenantor Warranties.

### 17 Guarantee

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#### 17.1 Clause specific definitions

In this clause 17:

- (a) **Guaranteed Obligations** means:
- (i) in respect of Chazan, the due and punctual performance and observance by Chazfam and Five Star of their obligations under clause 10.5(b);
  - (ii) in respect of Kontorovich, the due and punctual performance and observance by Ronari and Five Star of their obligations under clause 10.5(c); and
  - (iii) in respect of Mirels, the due and punctual performance and observance by LDHI of its obligations under clause 10.5(d).
- (b) **Guarantor** means:
- (i) in respect of the Guaranteed Obligations of LDHI, Mirels;
  - (ii) in respect of the Guaranteed Obligations of Chazfam and Five Star, Chazan; and
  - (iii) in respect of the Guaranteed Obligations of Ronari and Five Star, Kontorovich;
- (c) all the limitations and exclusions contained in this Deed and this clause 17 apply.

## 17.2 Consideration

The Guarantors acknowledge that each Level Investor Group Member is acting in reliance on the Guarantors incurring obligations and giving rights under this clause 17.

## 17.3 Guarantee and indemnity

- (a) Subject to all the limitations and exclusions contained in this Deed and subject to the provisions of clause 17.3(b), each Guarantor, severally in respect of its Guaranteed Obligations only:
- (i) unconditionally and irrevocably guarantees to each Level Investor Group Member its Guaranteed Obligations;
  - (ii) as a separate and additional Liability, indemnifies each Level Investor Group Member against all Loss, actions, proceedings and judgments of any nature, incurred by, brought, made or recovered against a Level Investor Group Member arising from any default or delay in the due and punctual performance of its Guaranteed Obligations; and
  - (iii) undertakes to pay to a Level Investor Group Member, as the case may be, within five Business Days after any amount becomes due and payable under clauses 17.3(a)(i) or 17.3(a)(ii), the amount so due and payable.
- (b) No Level Investor Group Member may make a demand for payment by any Guarantor of any amount under clause 17.3(a) unless its Related Vendor has failed to pay all or any part of the amount the subject of the demand within five Business Days after any amount becomes due and payable.

## 17.4 Extent of guarantee and indemnity

Subject to all the limitations and exclusions contained in this Deed and subject to the provisions of clause 17.3, the Liability of each Guarantor under this clause 17 is not affected by anything that, but for this clause 17, might operate to release or exonerate that Guarantor in whole or in part from his obligations including any of the following, whether with or without the consent of that Guarantor:

- (a) any transaction or arrangement that may take place between the Vendor Parties, a Level Investor Group Member or any other person;
- (b) a Level Investor Group Member exercising or refraining from exercising its rights under any security or any other rights, powers or remedies against the Vendor Parties or any other person;
- (c) the amendment, replacement, extinguishment, unenforceability, failure, loss, release, discharge, abandonment or transfer either in whole or in part and either with or without consideration, of any security now or in the future held by a Level Investor Group Member from the Vendors or any other person or by the taking of or failure to take any security;
- (d) this Deed not having been duly executed by or not being binding upon (whether in whole or in part) the Vendor Parties or any other person; and
- (e) any legal limitation, disability, incapacity or other circumstances related to the Vendor Parties or any other person.

## 17.5 Principal and independent obligation

Subject to the provisions of clause 17.3, this clause 17 is a principal obligation and is not to be treated as ancillary or collateral to any other right or obligation and extends to cover this Deed as amended, varied, supplemented, renewed or replaced.



## 17.6 Continuing guarantee and indemnity

This clause 17 is a continuing obligation of each Guarantor, despite Completion, and remains in full force and effect for so long as its Related Vendor has any actual or contingent liability or obligation to a Level Investor Group Member in respect of its Guaranteed Obligations under this Deed and until all of those actual or contingent liabilities or obligations have been fully discharged.

## 17.7 Suspension of Guarantors' rights

Each Guarantor:

- (a) waives any right to be subrogated to or otherwise have the benefit of this Deed, any collateral security or any other document or arrangement (regardless of the parties to any such document or arrangement) so long as that Guarantor has any Liability or obligation (actual or contingent) to a Level Investor Group Member in respect of its Guaranteed Obligations under this Deed; and
- (b) must not exercise a right of set-off or counterclaim which reduces or extinguishes any Liability or obligation of its Related Vendor or itself under this Deed,

and no Level Investor Group Member is obliged to marshal in favour of that Guarantor any security or any property that a Level Investor Group Member has an interest in or may be entitled to receive.

## 17.8 Reinstatement of rights of the Purchaser

If any transaction or payment relating to any Guaranteed Obligation of a Related Vendor under this Deed is void, voidable or otherwise unenforceable or refundable:

- (a) each Level Investor Group Member is entitled against the relevant Guarantor to all rights under this Deed and any collateral security that they would have had if the transaction or payment had not occurred or been made, as the case may be; and
- (b) the relevant Guarantor must do all things and sign such documents necessary or convenient to restore to the Level Investor Group Member, as the case may be, its rights under this Deed or any collateral security immediately before that transaction or payment.

## 17.9 Guarantors' rights waived

Each Guarantor waives in favour of each Level Investor Group Member all rights at Law or otherwise against any person or property so far as necessary to give effect to this clause 17.

## 17.10 Assigning benefit

A Level Investor Group Member may assign the benefit of this clause 17 without the Guarantors' consent if that Level Investor Group Member assigns the benefit of this Deed.

# 18 Restraint

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## 18.1 Definitions

In this clause 18:

- (a) **Engaged or Involved** includes direct or indirect involvement as a principal, agent, partner, employee, contractor, subcontractor, shareholder, unitholder, director, trustee, beneficiary, manager, consultant, adviser or financier.
- (b) **Passive Investment** means any shares and any other securities within the meaning in section 92(3) of the Corporations Act and includes instruments convertible into shares or any debt or loan instrument held by a Restrained Person in a company, body

corporate, joint venture, unit trust, partnership or any other entity, provided that such Restrained Person (a) does not have a director on the board (or observer rights to any board) of such company, body corporate, joint venture, unit trust, partnership or other entity, and (b) is not involved in any way in the management or operations, including through consultancy, advisory or other engagement, of such company, body corporate, joint venture, unit trust, partnership or other entity.

- (c) **Restrained Business** means a business which is the same as, similar to or competitive with the Business.
- (d) **Restrained Person** means each Vendor and each Covenantor.
- (e) **Restraint** means the undertakings given by the Restrained Persons under clause 18.2.
- (f) **Restraint Areas** means:
  - (i) anywhere that the Business operates in the 36 months preceding the Completion Date, or if that area is deemed to be unenforceable, then;
  - (ii) the whole of Australia, or if that area is determined to be unenforceable, then;
  - (iii) any state or territory within Australia in which the Company has had customers in the 36 months preceding the Completion Date, or if that area is determined to be unenforceable, then;
  - (iv) Queensland, Victoria and New South Wales, or if that area is determined to be unenforceable, then;
  - (v) Victoria, New South Wales, or if that area is determined to be unenforceable, then;
  - (vi) New South Wales, or if that area is determined to be unenforceable, then;
  - (vii) an area within a 300 kilometre radius of any city or town in Australia which the Company carries on business at the Completion Date, or if that area is determined to be unenforceable, then;
  - (viii) Brisbane, Melbourne and Sydney, or if that area is determined to be unenforceable, then;
  - (ix) Melbourne and Sydney, or if that area is determined to be unenforceable, then;
  - (x) Sydney.
- (g) **Restraint Period** means:
  - (i) in respect of the Vendors listed in rows 1 to 5 of the table in Part A of Schedule 1, the longest of the following periods starting on the Completion Date and ending on the date which is:
    - (A) 4 years after Completion;
    - (B) 3 years after Completion;
    - (C) 2 years after Completion;
    - (D) 12 months after Completion;
    - (E) 6 months after Completion; or
    - (F) 3 months after Completion;

- (ii) in respect of the Vendors listed in rows 6 to 34 of the table in Part A of Schedule 1, the longest of the following periods starting on the Completion Date and ending on the date which is:
  - (A) 12 months after Completion;
  - (B) 6 months after Completion; or
  - (C) 3 months after Completion.

## 18.2 Undertakings

In consideration of the Purchaser agreeing to buy the Sale Shares on the terms of this Deed, each Restrained Person undertakes to the Purchaser:

- (a) for the Restraint Period, it/he/she will not:
  - (i) be Engaged or Involved within the Restraint Areas in any Restrained Business;
  - (ii) directly or indirectly solicit, canvass, approach or accept an approach from a person who was at any time during the 12 month period before the date of this Deed a customer of the Business with a view to obtaining their custom in a business that is the same as, similar to or competitive with the Business;
  - (iii) directly or indirectly (whether on its own account or for the benefit of another party), solicit or persuade a customer or client of the Business, or a person who was a customer or client of the Company in the 3 years before the date of this Deed, to stop or reduce its business with the Company;
  - (iv) directly or indirectly (whether on its own account or for the benefit of another party), induce or attempt to induce a person who is an employee, consultant, contractor or officer of the Company at the time of Completion or who later becomes an employee, consultant, contractor or officer of the Purchaser Group or the Company to terminate his or her employment with the Company or the Purchaser Group Member (as applicable); or
  - (v) do or say anything harmful to the reputation of the Business;
- (b) at any time after the Completion Date, it/he/she will not directly or indirectly (whether on its own account or for the benefit of another party) use a logo, symbol, trade mark, domain name, or business name substantially identical or deceptively similar to any logo, symbol, trade mark, or business name of the Company.

## 18.3 Deletion of restrictions

If any part of the Restraint is found to be void, voidable, invalid or otherwise unenforceable and goes beyond what is reasonable in the circumstances and necessary to protect the value of the Sale Shares or the goodwill of the Business or the Company, but would be enforceable if any activity were deleted or a period or area were reduced, then the Restraint applies with that activity deleted or period or area reduced by the minimum amount necessary to make the Restraint enforceable in the circumstances.

## 18.4 Severance

Each part of the Restraint has effect as a separate and severable restriction and is to be enforced accordingly.

## 18.5 Acknowledgement

Each Restrained Person acknowledges and agrees that:

- (a) each Restraint is reasonable in the circumstances and necessary to protect the value of the Sale Shares and the goodwill of the Business and the Company;

- (b) the Restraint is material to the Purchaser's decision to enter into this Deed; and
- (c) it has received independent legal advice as to the operation and effect of the Restraint.

#### 18.6 Injunction

Each Restrained Person acknowledges and agrees that:

- (a) monetary damages alone would not be adequate compensation to the Purchaser for a Restrained Person's breach of the Restraint; and
- (b) the Purchaser may seek an injunction from a court of competent jurisdiction if a Restrained Person breaches the Restraint or threatens to do so.

#### 18.7 Exceptions

This clause 18 does not restrict:

- (a) a Restrained Person from:
  - (i) performing any employment with the Company or Purchaser Group; or
  - (ii) holding 5% or less of the shares of a company listed on a stock exchange;
  - (iii) holding any Passive Investments;
- (b) Five Star from holding shares in Mogo Holdings Limited (UK company number 09425237);
- (c) eTeam Software Pty Ltd (ABN 83 091 243 382) providing services to Mogo Holdings Pty Ltd (ABN 64 163 313 862);
- (d) each of Chazan and Kontorovich holding shares in and remaining directors of eTeam Software Pty Ltd ABN 83 091 243 382; or
- (e) each of Chazan and Kontorovich holding shares in and remaining directors of Five Star.

### 19 Confidential Information

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#### 19.1 Confidential Information

Subject to clause 19.3, no Confidential Information may be disclosed by a Receiving Party to any person except:

- (a) to Representatives of the Receiving Party or its Affiliates requiring the information for the purposes of this Deed or for bona fide purposes associated with the business of the Purchaser Group;
- (b) on a confidential basis:
  - (i) to its professional advisors;
  - (ii) with the consent of the Disclosing Party;
- (c) if required to do so by Law, a stock exchange or any regulatory authority and provided that the requirements of clause 20.2 are complied with;
- (d) if expressly required to do so by this Deed, but only to the extent reasonably required to comply with the relevant requirement;
- (e) if required to do so in connection with legal proceedings relating to this Deed; or
- (f) in the case of the Purchaser and HoldCo, to:

- (i) its Affiliates and Representatives of its Affiliates; and
- (ii) prospective executives of the Purchaser or any of its Affiliates;
- (iii) any manager, professional advisor, investment committee member, partner or limited partner of the party or, in the case of the Purchaser, its Affiliates; or
- (iv) a financial institution, investor or other person that is a source, or potential source, of financing (whether equity or debt financing or a potential limited partner) of the Purchaser or its Affiliates,

but, in each case only to the extent that the disclosure of the Confidential Information is reasonably required in the circumstances and provided the person to whom the Confidential Information is disclosed is under a duty to keep the Confidential Information confidential and is made aware that the Confidential Information must be kept confidential.

## 19.2 Disclosure of Confidential Information

If a Receiving Party discloses Confidential Information under clause 19.1(a), the Receiving Party must use its reasonable endeavours to ensure that recipients of the Confidential Information do not disclose the Confidential Information except in the circumstances permitted in clauses 19.1(d) and 19.1(e) (to the extent applicable).

## 19.3 Excluded Information

Clauses 19.1 and 19.2 do not apply to the Excluded Information.

## 19.4 Delivery of materials

At any time before the date of Completion, a Receiving Party must, on the request of the Disclosing Party, immediately deliver to the Disclosing Party or otherwise destroy all documents or other materials containing or referring to Confidential Information which are:

- (a) in the Receiving Party's possession, power or control; or
- (b) in the possession, power or control of persons who have received Confidential Information under this Deed.

## 19.5 Completion

On and from Completion, Confidential Information relating to the Business, Proprietary Software, Proprietary Database and the Group (including the Group Confidential Information) is the Confidential Information of the Purchaser and each Group Company for the purposes of this clause 19 and:

- (a) the Purchaser and any Group Company may use and disclose such Confidential Information at its sole discretion; and
- (b) the Vendors and any Vendor Associate may only use and disclose such Confidential Information to the extent permitted pursuant to clauses 19.1 and 19.2.

## 20 Announcements

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### 20.1 Public announcements

Subject to clause 20.2, no party may, before or after Completion, make or send a public announcement, communication or circular concerning the transactions referred to in this Deed or any other Transaction Document unless it has first obtained the written consent of the Purchaser and the Vendors Representative (which consent is not to be unreasonably withheld or delayed).

## 20.2 Public announcements required by Law

Clauses 19.1 and 20.1 do not apply to a public announcement, communication or circular required by Law, if the party required to make or send it has:

- (a) provided the other party with sufficient notice to enable it to seek a protective order or other remedy; and
- (b) provided all assistance and co-operation that the other party considers necessary to prevent or minimise that disclosure.

## 21 Costs and Duty

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Each party agrees to pay its own legal and other costs and expenses in connection with the negotiation, preparation, execution and completion of this Deed and all related documentation, except for Duty.

### 21.1 Foreign resident CGT withholding tax

- (a) For the purposes of subsections 14-225(1) and 14-225(2) of Schedule 1 the TAA, by entering into this Deed:
  - (i) the Vendors declare that they will each be an Australian tax resident for the six month period commencing on the date of this Deed; or
  - (ii) the Vendors severally declare in respect of their Sale Shares, that those Sale Shares are not indirect Australian real property interests for the six month period commencing on the date of this Deed.
- (b) The Purchaser acknowledges and agrees that:
  - (i) clause 21.1(a) constitutes a declaration for the purposes of sections 14-210(3) and 14-225(2) of Schedule 1 to the TAA, given by each Vendor to the Purchaser;
  - (ii) the Purchaser does not know the declaration in clause 21.1(a) to be false in respect of any Vendor; and
  - (iii) as a result of the matters referred to in clauses 21.1(b)(i) and 21.1(b)(ii), the Purchaser will not (despite any provision to the contrary in this Deed) withhold a CGT Withholding Amount from any payment to be made to a Vendor in connection with this Deed.

## 22 Trustee

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### 22.1 Trustee acknowledgement

Each party acknowledges that each Vendor acting in the capacity of a trustee (**Trustee Seller**) enters into this Deed in its capacity as trustee of that trust or those trusts of which it is the trustee (with respect to each Trustee, the trust or trusts of which it is the trustee are the **Trusts**).

### 22.2 Trustee Seller representations and warranties

Each Trustee Seller represents and warrants to the Purchaser that:

- (a) it is the only trustee of the Trusts and no action has been taken or is proposed to remove it as trustee of the Trusts;
- (b) it has the power under the terms of the Trusts to enter into and comply with its obligations under this Deed;

- (c) it has a right to be fully indemnified out of the Trusts' assets in respect of obligations incurred by it under this Deed and the assets of the Trusts are sufficient to satisfy that right of indemnity and all other obligations in respect of which the trustee has a right to be indemnified out of the Trusts' assets;
- (d) it is not, and has never been so far as it is aware, in default under the terms of the Trusts;
- (e) no action has been taken or proposed to terminate the Trusts; and
- (f) it and its directors and other officers have complied with their obligations in connection with the Trusts.

### 22.3 Trustee limitation of liability

- (a) A liability arising in connection with this Deed can be enforced against the Trustee Seller only to the extent to which it can be satisfied out of the property of the Trusts out of which the Trustee Seller is actually indemnified for the liability (**Trustee Seller LoL**).
- (b) The Trustee Seller LoL applies despite any other provision of this Deed and extends to all liabilities and obligations of the Trustee Seller in connection with any representation, warranty, conduct, omission, arrangement or agreement related to this Deed (other than under clause 18).
- (c) The other parties to this Deed may not take any action to seek recourse to any assets held by a Trustee Seller in any capacity other than as trustee of the Trust.
- (d) Nothing in this clause 22.3 limits the liability of a Covenantor in respect of a Claim against that Covenantor for a breach by that Covenantor of the provisions of clause 18.
- (e) Nothing in this clause 22.3 limits the liability of a Guarantor in respect of a Claim against that Guarantor for a breach of a Specific Vendor Indemnity Claim by that Guarantor.

## 23 Notices and other communications

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### 23.1 Form - all communications

Unless expressly stated otherwise in this Deed, all notices, certificates, consents, approvals, waivers and other communications in connection with this Deed must be:

- (a) in writing;
- (b) in English or accompanied by a certified translation into English;
- (c) signed by the sender (if an individual) or by a company secretary or director (if a company) of the sender; and
- (d) delivered to the recipient as follows:

(i) **Purchaser and Holdco:**

Address: Level 25, 20 Bond Street, Sydney, NSW 2000

Email: nlinn@levelequity.com

Attention: Nathan Linn

with a copy to:

Address: Johnson, Winter & Slattery, Level 25, 20 Bond Street, Sydney, NSW 2000

Email: [james.rozsa@jws.com.au](mailto:james.rozsa@jws.com.au); [andrew.turner@jws.com.au](mailto:andrew.turner@jws.com.au);  
[INissan@goodwinlaw.com](mailto:INissan@goodwinlaw.com)

Attention: James Rozsa, Andrew Turner and Ilan Nissan

- (ii) **Vendors and Covenants:** as set out in Column 2 of the table in Part A of Schedule 1.

### 23.2 Form - communications sent by email

Communications sent by email must state the first and last name of the sender. Communications sent by email are taken to be signed by the named sender.

### 23.3 Delivery

Communications must be:

- (a) sent by prepaid registered ordinary post (airmail if appropriate) to the address set out in clause 23.1(d); or
- (b) sent by email to the email address set out in clause 23.1(d),

provided that, if the intended recipient has notified a changed address or email address, then communications must be to that address or email address.

### 23.4 When effective

Communications take effect from the time they are received or taken to be received under clause 23.5 (whichever happens first) unless a later time is specified.

### 23.5 When taken to be received

Communications are taken to be received:

- (a) if sent by post, three days after posting (or seven days after posting if sent from one country to another); or
- (b) if sent by email;
  - (i) when the sender receives an automated message confirming delivery; or
  - (ii) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first.

### 23.6 Receipt outside business hours

Despite clauses 23.4 and 23.5, if communications are received or taken to be received under clause 23.5 after 5.00pm in the place of receipt or on a non-Business Day, they are taken to be received at 9.00am on the next Business Day and take effect from that time unless a later time is specified.

## 24 Assignment

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- (a) Subject to clause 24(b), no party may assign or otherwise Deal with its rights under this Deed or allow any interest in them to arise or be varied, in each case without the consent of the other party. That consent must not be unreasonably withheld or delayed.
- (b) The Purchaser and Holdco may assign, charge or otherwise grant an encumbrance over (each, a **security**) its rights under this Deed to:



- (i) any of the Purchaser's or Holdco's related bodies corporate;
- (ii) any secured lender or other person providing financial accommodation on secured terms to the Purchaser or Holdco; or
- (iii) any person or persons acting as security trustee or agent for the finance parties in respect of facilities made available to the Purchaser or Holdco,

(each a **Finance Party**) and the Purchaser, Holdco or the Finance Parties, or such security trustee or agent, may also, in the event of any enforcement of such security, assign the benefit of the Purchaser's or Holdco's rights under this Deed to any purchaser or assignee from the Finance Parties or such security trustee or agent (or any receiver, receiver and manager or controller appointed by any of them) who acquires any part of or all the Sale Shares or any part of the Business, subject in each case to the Vendors Representative being provided prior written notice by the then current beneficiary of such rights under this Deed to such assignment.

## **25 GST**

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### **25.1 Consideration GST exclusive**

Unless expressly stated otherwise in this Deed, all amounts payable, or consideration to be provided, under this Deed are exclusive of GST.

### **25.2 Payment of GST**

If GST is payable on any supply made under this Deed, for which the consideration is not expressly stated to include GST, the recipient agrees to pay to the supplier an additional amount equal to the GST payable at the same time that the consideration for the supply, or the first part of the consideration for the supply (as the case may be), is to be provided. However:

- (a) the recipient need not pay the additional amount until the supplier gives the recipient a tax invoice or an adjustment note;
- (b) if an adjustment event arises in respect of the supply, the additional amount must be adjusted to reflect the adjustment event and the recipient or the supplier (as the case may be) must make any payments necessary to reflect the adjustment; and
- (c) this clause 25.2 does not apply to the extent that the GST on the supply is payable by the recipient under Division 84 of the GST Act.

### **25.3 Reimbursements**

If a party is required under this Deed to indemnify another party, or pay or reimburse costs of another party, that party agrees to pay the relevant amount less any input tax credits to which the other party (or to which the representative member for a GST group of which the other party is a member) is entitled.

### **25.4 Calculation of payments**

If an amount payable under this Deed is to be calculated by reference to:

- (a) the price to be received for a taxable supply then, for the purposes of that calculation, the price is reduced to the extent that it includes any amount on account of GST; and
- (b) the price to be paid or provided for an acquisition then, for the purposes of that calculation, the price is reduced to the extent that an input tax credit is available for the acquisition.

## 25.5 Adjustments

If an adjustment event has occurred in respect of a supply made under or in connection with this Deed, any party that becomes aware of the occurrence of that adjustment event must notify the other party as soon as practicable, and the parties agree to take whatever steps are necessary (including to issue an adjustment note, debit note or credit note, as applicable), and to make whatever adjustments are required, to ensure that any GST or additional GST on that supply, or any refund of GST (or part thereof), is paid no later than 20 Business Days after the supplier first becomes aware that the adjustment event has occurred.

## 25.6 Interpretation

For the purposes of this clause 25:

- (a) a term which has a defined meaning in the GST Act has the same meaning when used in this clause 25; and
- (b) each periodic or progressive component of a supply to which section 156-5(1) of the GST Act applies will be treated as though it is a separate supply.

## 26 Vendors Representative

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### 26.1 Appointment

With effect from the date of this Deed, the Vendors individually, irrevocably and unconditionally jointly appoint and authorise Mark Chazan as the Vendors Representative to be their attorney, agent and representative and to act on their behalf to do any or all acts, matters or things which the Vendors Representative in its sole discretion considers necessary, convenient or appropriate to give effect to this Deed or any act or document contemplated by this Deed, including:

- (a) to give or receive any notice, including direction or waiver required to be given in writing, under this Deed on behalf of the Vendors or any one of them;
- (b) to receive on behalf of the Vendors or any of them any document which the Purchaser gives or delivers in respect of the transactions contemplated by this Deed;
- (c) to agree any amendment or variation to this Deed or any document contemplated by this Deed; and
- (d) to receive any payments due to the Vendors or any of them made by the Purchaser or any document contemplated by this Deed,

and the Vendors agree to be bound by the actions of the Vendors Representative.

### 26.2 Powers and authority

- (a) The Vendors Representative has such powers and authority as are necessary to exercise the rights of, or give or receive any notices, on behalf of any Vendor that has appointed it or otherwise under this Deed.
- (b) Any notice or document that is required to be served on the Vendors Representative is taken to be properly served on the Vendors Representative if the notice or document is served on the Vendors Representative in accordance with clause 22.
- (c) Service on the Vendors Representative in accordance with clause 26.2(b) above constitutes proper service of process on any or all of the Vendors for the purposes of this Deed.
- (d) The Purchaser is entitled to deal solely with, and rely on any decision, action, consent or instruction of the Vendors Representative acting in such capacity and done in

accordance with the provisions of this clause 26 as being a decision, action, consent or instruction of each and every Vendor.

- (e) The Vendors may change the Vendors Representative by notice in writing to the Purchaser signed by all of the Vendors.
- (f) The Vendors Representative acting in such capacity will not have any liability to any Vendor in respect of his actions as Vendors Representative under this Deed, other than to the extent caused by the Vendors Representative's fraud or dishonesty.
- (g) The Vendors each severally indemnify the Vendors Representative and hold the Vendors Representative harmless from and against any loss, liability, damage, cost, expense, claim, demand, suit or action suffered or incurred by the Vendors Representative in or arising out of or in connection with the acceptance, administration or performance of his duties and obligations under this Deed, other than to the extent of any loss, liability, damage, cost, expense, claim, demand, suit or action is caused by fraud or dishonesty of the Vendors Representative.

## **27 General**

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### **27.1 Discretion in exercising rights**

Where this Deed provides that a party may make any determination (including a determination that it is satisfied with any action or thing) or give any consent, approval or waiver, that party may make that determination or give or withhold that consent, waiver or approval (entirely or on conditions) in its sole and absolute discretion unless otherwise expressly provided in this Deed.

### **27.2 Failure to exercise rights**

Except as otherwise set out in this Deed, any partial exercise, failure to exercise, or delay in exercising, a right or remedy provided under this Deed or by law does not operate as a waiver or prevent or restrict any further or other exercise of that or any other right or remedy in accordance with this Deed.

### **27.3 Approvals and consents**

By giving its approval or consent a party does not make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or approval.

### **27.4 Remedies cumulative**

The rights and remedies provided in this Deed are in addition to other rights and remedies given by law independently of this Deed.

### **27.5 Rights and obligations are unaffected**

Rights given to the parties under this Deed and the parties' liabilities under it are not affected by anything which might otherwise affect them by Law.

### **27.6 Variation**

A provision of this Deed or a right created under it, may not be varied except in writing, signed by each of the parties.

### **27.7 No merger**

The warranties, representations, undertakings and indemnities in this Deed are subject to this Deed (including the limitations of liability in clause 11) and do not merge and are not extinguished on a Completion and will survive after Completion.

## 27.8 Further steps

Each party agrees, at its own expense, to do anything another party asks (such as obtaining consents, signing and producing documents and getting documents completed and signed) as may be necessary or desirable to give full effect to the provisions of this Deed and the transactions contemplated by it.

## 27.9 Entire agreement

This Deed, the Transaction Documents and the other documents expressly referred to in this Deed constitute the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

## 27.10 Third Party Benefit

To the extent that a representation, warranty, indemnity, undertaking or acknowledgment given by a party in this Deed is expressly given to or for the benefit of any Related Body Corporate or Affiliate of the other party (such other party being referred to as the **Recipient**) or any director, officer, employee, Representative or agent of the Recipient or its Related Bodies Corporate, Vendor Associates or Affiliates including each such person that is not a party to this Deed (each a **Third Party Beneficiary**), the benefit of that representation, warranty, indemnity, undertaking or acknowledgment is held by the Recipient on trust for, and is enforceable by, each such Third Party Beneficiary, notwithstanding that they are not a party to this Deed.

## 27.11 Privilege

Any obligation of a party under this Deed to provide documents or information to another party is subject to that party not being required to do anything that would prejudice any legal professional privilege, litigation privilege or another non-disclosure right of that party or any other person.

## 27.12 Payment without withholding or deduction

If the Purchaser is required to make any withholding or deduction for or on account of Tax or by any Government Agency, the Purchaser:

- (a) must pay or procure the payment of the full amount of the withholding or deduction to the appropriate Government Agency under applicable law; and
- (b) will not be required to pay any additional amount and will be deemed for all purposes to have paid the full amount of the Purchase Price or other payment amount required

## 27.13 Waiver

- (a) A waiver of a provision of or of a right under this Deed is binding on the party granting the waiver only if it is given in writing and is signed by the party or an authorised officer of the party granting the waiver.
- (b) A waiver is effective only in the specific instance and for the specific purpose for which it is given.
- (c) A single or partial exercise of a right by a party does not preclude another exercise of that right or the exercise of another right.
- (d) Failure by a party to exercise or delay in exercising a right does not prevent its exercise or operate as a waiver.

## 27.14 Invalid or unenforceable provisions

If a provision of this Deed is invalid or unenforceable in a jurisdiction:

- (a) it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability; and

- (b) that fact does not affect the validity or enforceability of:
  - (i) that provision in another jurisdiction; or
  - (ii) the remaining provisions.

#### 27.15 Fractions

Where any provision of this Deed would result in a party being required to pay a fraction of a cent, or issue a fraction of a shares, that provision is to be construed so that the amount of the payment or number of shares is rounded up to the nearest whole cent, unless otherwise agreed by the relevant payor and payee.

### 28 Governing Law, jurisdiction and service of process

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#### 28.1 Governing Law and submission to jurisdiction

This Deed is governed by the Law in force in the state of New South Wales, Australia. Each party submits to the non-exclusive jurisdiction of the courts of that place.

#### 28.2 Serving documents

Without preventing any other method of service, any document in a Claim in conjunction with this Deed may be served on a party by being delivered to or left at that party's address as set out in clause 23.1(d).

### 29 Counterparts

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This Deed may consist of a number of copies, each signed by one or more parties to this Deed. If there are a number of signed copies they are treated as making up the one document and the date on which the last counterpart is executed is the date of this Deed.

## Schedule 1

### Vendors, Covenantors, Option holders and Group Company details

#### Part A – Vendors and Covenantors

1. Vendor	2. Address Details	3. Sale Shares	4. Respective Proportion (%)	5. Completion Payment	6. Rollover Vendor Consideration Shares	7. Covenantors
1. Five Star Investor Group Pty Limited (ACN 165 007 223) as trustee for Five Star Investor Group Unit Trust	4 Coree Place, St Ives NSW 2075 Email: markc@eftsure.com.au	399,500 Ordinary Shares	21.889%	\$11,276,866.52	104,916	Mark Chazan Michael Kontorovich
2. Ronari Pty Ltd (ACN 003 330 738) as trustee for the Ronari Superannuation Fund	Level 2, 222 Pitt Street, Sydney NSW 2000 Email: mikek@eftsure.com.au	16,499 Preference A Shares 6,590 Series A-1 Preference Shares	0.961%	\$712,151.53	4,604	Michael Kontorovich
3. Chazfam Pty Ltd (ACN 103 784 210) as trustee for Chazan Family Trust	C/- Presidio Partners Pty Ltd, Level 2, 222 Pitt Street, Sydney NSW 2000 Email: markc@eftsure.com.au	29,889 Ordinary Shares 27,506 Preference A Shares 8,567 Series A-1 Preference Shares	3.138%	\$1,645,106.39	22,562	Mark Chazan
4. LDHI Pty Ltd (ACN 123 055 210) as trustee for The Ian Mirels Family Trust	42 George Street, Dover Heights NSW 2030 Email: ianm@eftsure.com.au	330,782 Ordinary Shares	18.124%	\$9,337,107.63	86,870	Ian Mirels
5. Gavin Levinsohn	9 Strickland Street, Rose Bay NSW 2035 Email: gavinl@eftsure.com.au	73,395 Vested Options	3.063%		14,679	Gavin Levinsohn

	1. Vendor	2. Address Details	3. Sale Shares	4. Respective Proportion (%)	5. Completion Payment	6. Rollover Vendor Consideration Shares	7. Covenants
6.	K Dynamics Pty. Limited (ACN 079 408 478) as trustee for Kroser Family Trust	1 Holmes Street, Maroubra NSW 2035 Email: David.Kroser@ceridian.com	72,871 Ordinary Shares 3,874 Preference A Shares 10,388 Series A-1 Preference Shares	4.587%	\$2,041,689.48	32,979	David Kroser
7.	JN Lenga Family Super Fund Pty Ltd (ACN 605 977 428) as trustee for JN Lenga Superannuation Fund	12 Redcourt Avenue, Armadale VIC 3134 Email: jslenga@gmail.com	19,770 Series A-1 Preference Shares	0.825%	\$772,935.53	N/A	Jason Lenga
8.	Gowing Bros Ltd ACN 000 010 471	Suite 21, Jones Bay Wharf, 26-32 Pirrama Road, Pyrmont NSW 2009 Email: john@gowings.com	8,723 Ordinary Shares 57,672 Preference A Shares 8,907 Series A-1 Preference Shares	3.246%	\$2,300,057.11	15,560	N/A
9.	Barry Fine	No 5 Willow Road, Hampstead, London NW3 1TH, United Kingdom Email: Barry.Fine@ldhltd.com	32,950 Series A-1 Preference Shares	1.375%	\$1,151,856.32	3,295	Barry Fine
10.	Warwick Pty. Limited (ACN 008 391 008)	Suite 21, Jones Bay Wharf, 26-32 Pirrama Road, Pyrmont NSW 2009 Email: john@gowings.com	1,745 Ordinary Shares 11,534 Preference A Shares 1,781 Series A-1 Preference Shares	0.649%	\$588,791.56	N/A	N/A
11.	Dannic Super Pty Ltd (ACN 608 372 149) as trustee for Dannic Super fund	28A The Crescent, Vaucluse NSW 2030 Email: dankatz@bigpond.com	13,180 Series A-1 Preference Shares	0.550%	\$406,194.70	2,636	Dan Katz

	1. Vendor	2. Address Details	3. Sale Shares	4. Respective Proportion (%)	5. Completion Payment	6. Rollover Vendor Consideration Shares	7. Covenants
12.	The Wise Guys Australia Pty Ltd (ACN 162 645 141) as trustee for The Flax Superannuation Fund	Suite 12, Level 2, 1 Box Road, Taren Point NSW 2229 Email: clive.flax@outlook.com	8,856 Ordinary Shares 7,108 Preference A Shares 13,180 Series A-1 Preference Shares	1.331%	\$875,459.93	6,378	Clive Flax
13.	ELRAY Australia Pty Ltd (ACN 078 355 656) as trustee for the ELRAY Discretionary Trust (ABN 32 224 130 225)	113 Killeaton Street, St Ives NSW 2075 Email: rsacks@optusnet.com.au	16,514 Ordinary Shares 20,240 Preference A Shares 6,590 Series A-1 Preference Shares	2.021%	\$1,293,679.61	9,687	Raymond Sacks
14.	ELRAY Australia Pty Ltd (ACN 078 355 656) as trustee for the ELRAY Superannuation Fund	113 Killeaton Street, St Ives NSW 2075 Email: rsacks@optusnet.com.au	15,230 Ordinary Shares 10,754 Preference A Shares 6,590 Series A-1 Preference Shares	1.556%	\$810,407.16	11,190	Raymond Sacks
15.	Camask Pty Ltd (ACN 103 708 701) as trustee for Allen Investment Trust	39 Beatrice Street, Clontarf NSW 2093 Email: B55808A48663@BIGPOND.COM	3,359 Ordinary Shares 32,950 Series A-1 Preference Shares	1.559%	\$1,419,550.64	N/A	Sophie Allen
16.	MPC Funds Management Pty Limited (ACN 154 210 018) as the General Partner of Our Innovation Fund VCMP, LP	Level 2, 30-36 Bay Street, Double Bay NSW 2028 Email: Jerry@oifvc.com	170,296 Ordinary Shares 269,760 Preference A Shares 65,901 Series A-1 Preference Shares	23.291%	\$17,470,960.28	55,818	N/A



	1. Vendor	2. Address Details	3. Sale Shares	4. Respective Proportion (%)	5. Completion Payment	6. Rollover Vendor Consideration Shares	7. Covenants
17.	Darryl Dorfan and Belinda Dorfan	3 Green Valley Avenue, St Ives NSW 2075  Email: thedorfans@gmail.com	3,901 Ordinary Shares  3,874 Preference A Shares  992 Series A-1 Preference Shares	0.416%	\$260,232.69	1,994	Darryl Dorfan and Belinda Dorfan
18.	DLD Pty Ltd (ACN 163 983 364) as trustee for DLD Family Trust	4 Rodney Street, Dover Heights NSW 2030  Email: michaelg@bizcover.com.au	1,844 Ordinary Shares  8,651 Preference A Shares  6,590 Series A-1 Preference Shares	0.736%	\$667,961.74	N/A	Michael Gottlieb
19.	Really Good Investments Pty Ltd (ACN 609 200 339) as trustee for the beneficial owners identified in Data Room document 02.02.08.	Level 19, 207 Kent Street, Sydney NSW 2000  Email: tfittler@hlbnsw.com.au	43,019 Ordinary Shares	2.357%	\$1,681,887.38	N/A	N/A
20.	Really Good Investments Pty Ltd (ACN 609 200 339) as trustee for the MJ Administration Trust	Level 19, 207 Kent Street, Sydney NSW 2000  Email: tfittler@hlbnsw.com.au	2,287 Preference A Shares	0.095%	\$89,413.43	N/A	N/A
21.	La'Bui Assets Pty Ltd (ACN 617 428 707) as trustee for Nghia La Superannuation Fund La'Bui Assets	26 Spearman Street, Roseville NSW 2069  Email: nla@etteam.com.au	2,212 Ordinary Shares  16,499 Preference A Shares	0.807%	\$491,447.53	5,801	Nghia La
22.	Maxtrid Pty Ltd (ACN 103 784 201) as trustee for Joarder Family Trust	Unit 4, 1 Dove Lane, Randwick NSW 2031  Email: jjoarder@etteam.com.au	1,106 Ordinary Shares  857 Preference A Shares	0.096%	\$76,746.20	N/A	Jurgen Joarder
23.	Daniel Hareb	38a Eastern Avenue, Dover Heights NSW 2030  Email: danielh@eftsure.com.au	546 Ordinary Shares  4,027 Preference A Shares  3,221 Vested Options	0.332%	\$120,101.26	2,687	Daniel Hareb

	1. Vendor	2. Address Details	3. Sale Shares	4. Respective Proportion (%)	5. Completion Payment	6. Rollover Vendor Consideration Shares	7. Covenants
24.	Edward William Eliff	20 Tindale Road, Artarmon NSW 2064 Email: ed.eliff@gmail.com	4,027 Preference A Shares 28,559 Ordinary Shares	1.359%	\$1,139,197.94	3,257	Edward William Eliff
25.	Jormel Pty. Limited (ACN 106 464 420) as trustee for the Jormel Superannuation Fund	7 Mirimar Avenue, Bronte NSW 2024 Email: dave@jacobson.net.au	30,765 Preference A Shares	1.278%	\$1,202,800.28	N/A	Simon David Jacobsen
26.	Jakleyon Pty Limited (ACN 103 784 274) as trustee for Reyburn Family Trust	C/- Presidio Partners Pty Ltd, Level 2, 222 Pitt Street, Sydney NSW 2000 Email: creyburn@eteam.com.au	25,150 Preference A Shares	1.045%	\$983,274.08	N/A	Colin Reyburn
27.	Degania Bet Pty Ltd (ACN 168 692 484) as trustee for Rosewood Trust	UHY Haines Norton, Level 11, 1 York Street, Sydney NSW 2000 Email: dave@jacobson.net.au	28,559 Ordinary Shares	1.192%	\$1,116,553.66	N/A	Simon David Jacobsen
28.	RC Pillemer Pty Ltd (ACN 099 911 510) as trustee for RC Pillemer Family Trust	6 Black Street, Vaucluse NSW 2030 Email: Russel.Pillemer@pengana.com	12,081 Ordinary Shares	0.504%	\$322,337.60	3,624	Russel Pillemer
29.	Russel Pillemer	6 Black Street, Vaucluse NSW 2030 Email: Russel.Pillemer@pengana.com	12,081 Vested Options	0.504%		3,624	Russel Pillemer
30.	Denis Sazonov	18 Mclver Place, Maroubra NSW 2035 Email: dsazonov@eftsure.com.au	4,027 Vested Options	0.168%		805	Denis Sazonov
31.	Kim Lalor	26 Bradford St, Balmain NSW 2041 Email: kiml@eftsure.com.au	6,367 Vested Options	0.266%		1,275	Kim Lalor

	1. Vendor	2. Address Details	3. Sale Shares	4. Respective Proportion (%)	5. Completion Payment	6. Rollover Vendor Consideration Shares	7. Covenants
32.	Millin Suraj Cariappa	Unit 9, 3-11 Princess Street, Brighton-Le-Sands NSW 2216  Email: millins@eftsure.com.au	1,000 Vested Options	0.042%		N/A	Millin Suraj Cariappa
33.	Patricia Cheung Chin	Unit 29, 122 Sailors Bay Road, Northbridge, 2063 NSW  Email: Patriciac@eftsure.com.au	1,500 Vested Options	0.063%		N/A	Patricia Cheung Chin
34.	Stephen Allen	39 Beatrice Street, Clontarf NSW 2093  Email: stephenallen@riemmeir.com	13,824 Vested Options	0.577%		N/A	Stephen Allen
	<b>TOTALS</b>			<b>100</b>	<b>\$60,254,768.20</b>	<b>394,241</b>	

**Part B – Option Holders**

<b>Column 1</b>	<b>Column 2</b>
<b>Name of Option Holder</b>	<b>No. of Options</b>
Kim Lalor	1,678
Gavin Levinsohn	11,292
Daniel Hareb	2,445
Millin Suraj Cariappa	1,000
Patricia Cheung Chin	1,500
David Feinberg	2,000
Niek Dekker	2,000
Mai Martin	2,000

**Part C - Company details**

<b>Name</b>	Eftsure Pty Ltd
<b>ACN</b>	168 403 736
<b>Place of registration</b>	New South Wales
<b>Date of registration</b>	06/03/2014
<b>Registered office</b>	Level 6, 122 Walker Street, North Sydney NSW 2060
<b>Issued share capital</b>	234,926 Series A-1 Preference Shares 1,318,931 Ordinary Shares (including ESOP) 521,084 Preference Shares -2,116 Preference A Ratchet Shares (cancelled at Completion) 347,661 Ordinary Ratchet Shares (cancelled at Completion)
<b>Shareholder/s</b>	Refer to Part A of this Schedule 1
<b>Directors</b>	Ian Mirels David Kroser Michael Kontorovich Mark Mervyn Chazan Russel Pillemer Gerald Stesel
<b>Company Secretary</b>	Ian Mirels

**Part D – Subsidiary details**

<b>Name</b>	Eftsure UK Pty Ltd
<b>Company number</b>	12062829
<b>Place of registration</b>	England and Wales
<b>Date of registration</b>	21/06/2019
<b>Registered office</b>	England and Wales
<b>Issued share capital</b>	100 Ordinary Shares of £1 each
<b>Shareholder</b>	Eftsure Pty Ltd – 100 Ordinary Shares of £1 each
<b>Directors</b>	Ian Mirels Barry Ivor Fine

## Schedule 2

### Warranties

#### 1 Power and Authority

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##### 1.1 Authority

The Vendors have taken all action which is necessary to authorise the entry into and performance of their obligations under this Deed.

##### 1.2 Power

Each Vendor has the power, without any further consent of any other person, to enter into and perform its obligations under this Deed.

##### 1.3 Binding obligations

This Deed constitutes legal, valid and binding obligations of the Vendors, enforceable against them in accordance with its terms.

##### 1.4 No impediment

The execution by the Vendors of, and performance by the Vendors of their obligations under, this Deed does not breach any applicable Law or any Encumbrance or document which is binding on any Vendor or any Vendor Associate and does not result in:

- (a) any breach or default under any agreement to which any Group Company, any Vendor or any Vendor Associate is a party;
- (b) an Encumbrance or restriction of any kind being created or imposed on any Group Company, the Vendors or any Vendor Associate or any Asset;
- (c) any person being relieved of an obligation to any Group Company, the Vendors or any Vendor Associate;
- (d) any person having a right to terminate or amend (whether or not subject to any other terms or conditions) any agreement with, or rights of, any Group Company, the Vendors or any Vendor Associate; or
- (e) a material obligation of any Group Company, the Vendors or any Vendor Associate being accelerated.

##### 1.5 Solvency

No Vendor is Insolvent.

##### 1.6 No litigation

No litigation, arbitration, mediation, conciliation or administrative proceeding is taking place, pending or, so far as the Vendors are aware, threatened, the outcome of which could have a material adverse effect on the ability of a Vendor to perform its obligations under this Deed.

##### 1.7 Trustee Warranties

If a Vendor is a trustee of a trust:

- (a) the Vendor is the sole trustee of the trust and no action has been taken or proposed to remove it as trustee or to appoint an additional trustee;
- (b) the Vendor has the power and authority under the terms of the relevant trust deed to enter into and perform this Deed;

- (c) the entry into and performance of this Deed is for the benefit of the beneficiaries of the trust, whose consents (if necessary) have been obtained;
- (d) the Vendor has a right to be fully indemnified out of the assets of the relevant trust in respect of all its obligations and liabilities incurred by it under this Deed and the assets of the trust are sufficient to satisfy that right;
- (e) there is no default under the terms of the relevant trust deed;
- (f) no action has been taken or proposed to terminate the trust and no vesting of the property of the trust has occurred;
- (g) the rights and interests of the beneficiaries of the relevant trusts in and to the assets of that trust are subject to:
  - (i) the Purchaser's rights against the assets of that trust under this Deed; and
  - (ii) any rights and interests of the relevant Vendor in the assets of that trust; and
- (h) none of the beneficiaries of the relevant trust are presently entitled to any of the assets or property of that trust.

## **2 Sale Shares**

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### **2.1 Ownership of Sale Shares**

The Vendors are the legal owners of the Sale Shares as set out in column 3 of the table in Part A of Schedule 1, and that Vendor holds such Sale Shares (as applicable) beneficially or in its capacity as its trustee of a trust, as set out in column 1 of the table in Part A of Schedule 1.

### **2.2 Fully paid**

The Sale Shares are fully paid.

### **2.3 Consents**

The Vendors have obtained all consents necessary to enable the sale of the Sale Shares to the Purchaser and the completion of the Transaction and each other transaction contemplated by this Deed.

### **2.4 No breach**

The sale of the Sale Shares to the Purchaser and the completion of the Transaction and each other transaction contemplated by this Deed does not breach any written obligation or agreement binding on any Group Company, the Vendors or any Vendor Associates, including any shareholders agreement or similar arrangement between any Group Company, the Vendors or any Vendor Associates.

### **2.5 No Encumbrances**

- (a) As at Completion, there are no Encumbrances, options, rights to acquire, rights of pre-emption, rights of first or last refusal or other third party rights, on, over or affecting any of the shares or securities of a Group Company, including the Sale Shares, and there is no written agreement or commitment to give or create any.
- (b) On Completion, the Purchaser will acquire full legal and beneficial title to the Sale Shares free and clear of all Encumbrances.

### **2.6 All issued shares**

The Sale Shares comprise all of the issued shares in the capital of the Company.



**2.7 Valid allotment**

The Sale Shares have been validly allotted and issued and are fully paid and there are no moneys owing in respect of them.

**2.8 No restriction on transfer**

There is no restriction on the transfer of the Sale Shares to the Purchaser and the Vendors have obtained all consents necessary to enable them to transfer the Sale Shares to the Purchaser.

**3 Incorporation**

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**3.1 Incorporation**

Each Group Company

- (a) is validly incorporated, organised and validly subsisting in accordance with all applicable Laws; and
- (b) has the legal right and full corporate power to own its assets and to carry on the Business as currently carried on by that Group Company in each jurisdiction in which the Business operates.

**3.2 Compliance with constituent documents**

- (a) The Business and affairs of each Group Company have at all times been and continue to be conducted in accordance with its constitution.
- (b) A true and complete copy of each Group Company's constitution (or equivalent constituent document) has been Fairly Disclosed to the Purchaser in the Data Room.

**4 Corporate information**

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**4.1 Company details**

Schedule 1, Part B sets out accurate and complete details of the Company.

**4.2 Subsidiary details**

Schedule 1, Part C sets out accurate and complete details of the Subsidiary.

**4.3 No obligation to issue other Securities**

No Group Company is under any obligation, and whether or not subject to any condition, to:

- (a) issue, allot, create, sell, transfer or otherwise dispose of any Securities;
- (b) enter into any agreement in respect of the rights to vote which are conferred in respect of any Securities; or
- (c) grant any warrant, option or right of first refusal or offer in respect of any Securities.

**4.4 Share option schemes**

Other than the Option Plan, no Group Company has any share or option incentive scheme, profit sharing scheme or employee share ownership plan for any of its employees, directors, officers, or consultants.

**4.5 Options**

- (a) The Options (as set out in column 2 of the table in Schedule 1) represent 100% of the issued options over shares in the capital of the Company.
-

- (b) Each Option Holder is the registered holder and has the power and authority to dispose of all legal and beneficial interests in the Options (set out opposite its name in column 2 of the table in Schedule 1) and the Options have been validly issued to that Option Holder.

#### **4.6 Redemptions, reductions, financial assistance and buy-backs**

Since the Accounts Date, no Group Company has:

- (a) redeemed or repaid any share capital or units contrary to its constitution or trust deed (as applicable) or the terms of issue of any shares or units;
- (b) reduced its share capital or passed any resolution for the reduction of its share capital;
- (c) agreed or offered in writing, whether or not subject to any condition, to do any of the matters referred to in paragraph (a) or (b) of this Warranty;
- (d) breached any Law by giving financial assistance with respect to the acquisition of any shares; or
- (e) offered or agreed in writing, whether or not subject to any condition, to buy-back any shares.

#### **4.7 No obligation to transfer**

There are no written options, agreements, or understandings (whether exercisable now or in the future and whether contingent or otherwise) which entitle or may entitle any person to call for the purchase or transfer of any shares or other Securities in any Group Company.

### **5 Solvency**

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#### **5.1 Not Insolvent**

No Group Company is Insolvent.

#### **5.2 Solvency**

Each Group Company and each Vendor are each able to pay its debts when they are due to be paid. There are no facts, matters or circumstances of which the Vendors are aware which give any person the right to apply to liquidate or wind up any Group Company.

### **6 Shareholdings and memberships**

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#### **6.1 Shareholdings**

- (a) The Company is not the holder or the beneficial owner of:
  - (i) any shares or other capital of another company (other than the Subsidiary); or
  - (ii) any other Securities.
- (b) All of the shares issued by the Subsidiary:
  - (i) are legally and beneficially owned by the Company;
  - (ii) have no Encumbrances granted over them; and
  - (iii) have been validly allotted and issued and are fully paid and there are no moneys owing in respect of them.
- (c) The Subsidiary is not the holder or the beneficial owner of:

- (i) any shares or other capital of another company; or
- (ii) any other Securities.
- (d) No Group Company:
  - (i) Controls any company, unit trust or other entity;
  - (ii) is the responsible entity, manager, trustee, representative or custodian of any express trust or managed investment scheme;
  - (iii) is a member of or party to any joint venture, consortium, partnership or unincorporated association; or
  - (iv) is a party to any agreement for participation with any other person in any business activity deriving profits, commissions or other income.

## 6.2 Memberships

No Group Company is, nor has it agreed in writing to become:

- (a) a member of any joint venture, consortium, partnership or unincorporated association (other than a recognised trade association); or
- (b) a party to any written contract for participating with others in any business sharing commissions or other income.

## 7 Financial information

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### 7.1 Accounts

- (a) The Accounts have been prepared:
  - (i) in accordance with the Accounting Standards to the extent as described in note 1 to the Accounts;
  - (ii) in the manner described in the notes to them; and
  - (iii) on a consistent basis with the equivalent accounts for the previous accounting period.
- (b) The Accounts give a true and fair view of the financial position and performance of the Company as at and for the period ending on the Accounts Date.

### 7.2 Management Accounts

The Management Accounts:

- (a) have been prepared with reasonable care and skill and applying, all material respects, the same principles, policies, practices and procedures as were applied in preparing the Accounts, but having regard to the purpose for which they are prepared and the fact they are unaudited and not subject to adjustments which normally need to be made each year in production of financial year end accounts;
- (b) do not materially misstate the assets, liability, income and expenses of the Group, the state of affairs of the Group as at and for the period in respect of which they have been prepared and are not misleading or deceptive in any material respect; and
- (c) so far as the Vendors are aware, are not affected by any unusual, abnormal, extraordinary or non-recurring item.

**7.3 Due care and attention**

The Accounts have been prepared with due care and attention and fairly represent the trading performance of the Group, respectively, in respect of the periods to which they relate.

**7.4 True and fair view**

The Accounts present a true and fair view of the assets, liabilities, financial position and state of affairs of the Group as at the Accounts Date and income, expenses and operational results of the Group for the period ended on the Accounts Date.

**7.5 No other liabilities**

The Group has no liabilities, indebtedness or obligations required to be included in those documents by the Accounting Standards except as:

- (a) shown in the Accounts, Management Accounts or Completion Accounts;
- (b) incurred in the ordinary course of business consistent with past practice; or
- (c) as incurred pursuant to the terms of Contracts in effect as of the date of this Deed.

**7.6 No finance leases**

No Group Company has any finance lease, capital lease, hire purchase agreement, title retention agreement (other than in the ordinary course of business), or other financing of a type which is not required to be disclosed in the Accounts or the Completion Accounts.

**7.7 Guarantees**

No Group Company has given any indemnity, guarantee, letter of comfort or similar assurance in writing or granted any Encumbrance in respect of an obligation or Liability of any person other than the Company.

**7.8 Bank guarantees**

The Disclosure Materials include accurate copies of all guarantees, letters of comfort, indemnities or other commitments of financial support to any third party in respect of an obligation or Liability of the Group otherwise than in the ordinary course of business.

**7.9 Copies of guarantees**

The Disclosure Materials include accurate copies of all guarantees, letters of comfort, indemnities or other commitments of financial support given by any third party in respect of an obligation or liability of the Group or given by a Group Company in respect of an obligation or liability of any person.

**7.10 Off balance sheet transactions**

There are no material off-balance sheet liabilities attributable to any Group Company and no Group Company is engaged in any financing or hedging of a type that would not be required to be shown or reflected in the Accounts.

**8 Changes since the Accounts Date**

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- (a) Since the Accounts Date to the date of this Deed:
    - (i) the Business has been carried on in the ordinary and normal course and without any material interruption or alternation in its nature, scope or manner; and
    - (ii) there has been no material adverse change in the assets or liabilities, or the financial position, of the Group;
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- (iii) no information has become available, and so far as the Vendors are aware, no fact, matter, event or circumstance has occurred, that would adversely have affected the determination of an amount or particular in the Accounts if the Accounts had been prepared after the information became available or the fact, matter, event or circumstance arose; and
  - (iv) there has been no change that could be reasonably be expected to be material to a purchaser of the Sale Shares in the assets, liabilities, financial or trading position of the Group and so far as the Vendors are aware no fact, matter, event or circumstance has occurred which is likely to give rise to any such change.
- (b) Since the Accounts Date, no Group Company has:
- (i) Distributed or returned any capital, or made any or declared any dividend or other distribution of its profits to its members or to any Vendor;
  - (ii) allotted or issued, or agreed to allot or issue, any shares or other securities (including any options or convertible securities) in its capital;
  - (iii) redeemed, bought back, reduced or cancelled any shares or other securities in its capital;
  - (iv) varied or cancelled any rights or restrictions attached to shares or other securities in its capital; or
  - (v) altered (including by way of consolidation or division) its capital in any way.
  - (vi) has entered into any capital commitment in excess of \$100,000;
  - (vii) permitted to occur any material change in its prices or terms of supply of any goods or services other than in the ordinary course of its business;
  - (viii) acquired or disposed of or dealt with any assets, nor has it entered into any agreement or option to acquire or dispose of any assets other than in the ordinary and usual course and for market value;
  - (ix) sold, assigned, conveyed, abandoned, encumbered, transferred, licensed or otherwise disposed of, or otherwise extended, amended or modified, any of its Intellectual Property Rights other than in the ordinary course of its business;
  - (x) entered into any written contract or arrangement or made any written commitment or incurred any liability (contingent or otherwise) other than in the ordinary and usual course;
  - (xi) commenced, compromised or settled any mediation, arbitration, litigation or similar dispute resolution proceeding;
  - (xii) authorised or agreed (in each case, in writing) to do any of the things listed in paragraphs 8(b)(i) to 8(b)(xi) of this Schedule 2.
- (c) Since the Accounts Date, no directors, secretaries or other officers of any Group Company have been appointed or removed, nor have any directors, secretaries or other officers of any Group Company resigned or retired.

## **9 Regulatory matters**

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### **9.1 Regulatory approvals**

All approvals or consents (or waivers to the extent applicable) from Government Agencies necessary to ensure the lawful conduct of all aspects of the Business have been obtained and are valid and subsisting. All conditions which apply to any such approvals, consents or waivers have been complied with. No such approval, consent or waiver has been breached by any

Group Company (or employee of a Group Company) or are likely to be suspended, cancelled, refused, materially altered, not renewed or revoked, including as a result of the sale of the Sale Shares to the Purchaser as contemplated by this Deed.

## 9.2 Dealings with Related Parties

- (a) No Group Company is a party to any written contract, arrangement or other obligation with any Vendor or a Vendor Associate, or in which any Vendor or any Vendor Associate is interested (whether directly or indirectly) under which such Group Company proposes to give a financial benefit to any Vendor or Vendor Associate, except as Fairly Disclosed.
- (b) No Vendor, nor any of its Affiliates:
  - (i) own or have any interest in any asset used in or necessary to conduct the Business;
  - (ii) is directly or indirectly party to or benefits from a transaction, arrangement or understanding with a Group Company (other than pursuant to employee or directorship arrangements in the ordinary course of business Fairly Disclosed in the Data Room Documentation); or
  - (iii) other than payments expressly contemplated by this Deed or pursuant to employee or directorship arrangements in the ordinary course of business Fairly Disclosed in the Disclosure Materials will, at Completion, have any Liability owing to, nor owed to, the Group.

## 10 Assets

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### 10.1 Assets

The assets listed in the asset register in the Data Room at Document number 4.5.1 are:

- (a) subject to paragraph 10.1(c) below, legally and beneficially owned by the Group and are fully paid for;
- (b) in the possession or control of the Group;
- (c) not the subject of any lease or hire purchase agreement or contract for purchase on deferred terms other than any such lease, agreement or contract a complete and accurate copy of which has been Fairly Disclosed;
- (d) used solely by the Group and not the subject of any arrangement or agreement which gives any person other than the Group, the right to utilise any Asset, the right to require the transfer of any Asset or any right in respect of any Asset (including any option) or other right in relation to the whole or any part of any Asset, except in the ordinary course of business;
- (e) (together with the Business Premises) comprise all the assets necessary to enable the Group to conduct the Business after Completion in all material respects as it is carried on at the date of this Deed;
- (f) fully paid for; and
- (g) on the Completion Date will be free from all Encumbrances, other than Permitted Encumbrances.

### 10.2 Plant and Equipment

Each material item of Plant and Equipment is in all material respects:

- (a) in satisfactory working order;

- (b) capable of doing the work for which it is designed; and
- (c) not expected to require replacement, repair or additions within the 12 months following Completion except for any such replacement, repair or additions required to remedy fair wear and tear occurring in the ordinary course of business.

## **11 Documents and records**

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### **11.1 Records complete, accurate and up-to-date**

The Records (excluding all financial records, the Accounts and the Management Accounts):

- (a) are in the possession of or under the custody or control of the Group;
- (b) contain due records of all material matters required to be entered by all applicable Laws or prudent business practice; and
- (c) contain no material inaccuracies or discrepancies of any kind.

### **11.2 Corporate registers**

The corporate register (including shareholder registers) of each Group Company is complete, accurate, up-to-date and complies with applicable requirements under all Laws.

### **11.3 Filings required by Law**

So far as the Vendors are aware, each document or filing which is required by Law to be delivered or made to any Government Agency by the Group has been duly delivered or made.

## **12 Intellectual Property**

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### **12.1 Intellectual Property**

Schedule 8 sets out a complete and accurate list of all:

- (a) Intellectual Property Rights owned by the Group that are capable of registration, including:
  - (i) registered business names;
  - (ii) domain names;
  - (iii) trade marks and applications for registration of trade marks;
  - (iv) patents and patent applications; and
  - (v) registered designs and applications for registration of designs;
- (b) material Intellectual Property Rights owned by the Group that is not capable of registration, including in the Proprietary Software and Proprietary Database; and
- (c) material Licensed Intellectual Property, including all OSS and Third Party System components of the Proprietary Software.

### **12.2 Title and rights to use**

- (a) So far as the Vendors are aware, the Group owns all right, title and interest in and to the Business IP free of Encumbrances and so far as the Vendors are aware, all such Intellectual Property Rights are valid, subsisting and enforceable.

- (b) The Group has valid and continuing rights to use the Licensed Intellectual Property. Copies of all Contracts relating to all material Licensed Intellectual Property have been disclosed in the Disclosure Material, and neither the Vendors nor any Group Company is aware of any breach, invalidity, or grounds for determination, rescission, avoidance or repudiation of any such Contract.
- (c) Each Developer who, either alone or with others, has created, developed or invented Intellectual Property Rights which the Group uses in connection with the Business has entered into a written agreement with a Group Company which:
  - (i) validly assigns those Intellectual Property Rights to the Group Company;
  - (ii) requires the Developer to keep such Intellectual Property Rights and associated information confidential; and
  - (iii) obtains the Developer's irrevocable consent to the Group and its successors and assigns, acting in any way in respect of copyright works that would otherwise infringe the Developer's Moral Rights.

Without limiting the foregoing, a list of all Developers is set out in Part G of Schedule 7.

- (d) No Intellectual Property Rights or Systems owned by any current or former Employee, founder, officer, director, consultant Contractor or service provider are necessary or desirable for the operation of the Business in the manner conducted immediately prior to Completion.

### **12.3 No licenses or assignment of Business IP**

No Group Company has assigned or licensed any right, title or interest in the Business IP (other than in the ordinary course of Business) and no Group Company is obliged to grant a licence, assignment or other right in respect of any Business IP to any third party.

### **12.4 No infringement of third party rights**

- (a) Neither the carrying on of the Business nor the use of the Business IP or Licensed Intellectual Property by the Group currently, or in the past:
  - (i) infringes the Intellectual Property Rights of any third party;
  - (ii) is in breach of any right of confidentiality;
  - (iii) is in contravention of any Law;
  - (iv) is the subject of any litigation, dispute, action or claim, opposition or administrative proceeding and no such litigation, dispute, action, claim, opposition or administrative proceeding is expected or likely; or
  - (v) is in breach of any agreement with a third party,

and no Group Company has received any notice or claim from any person alleging the foregoing.

- (b) There are no royalties, licence fees or other similar fees payable by the Group in connection with the use of any Business IP except in the ordinary course of business.

### **12.5 No infringement of Business IP**

No Group Company has made any written claim against any person relating to or alleging infringement of any of the Business IP and, so far as the Vendors are aware, no person is infringing any of the Business IP and there is no basis to make such a claim.



**12.6 No other intellectual property rights required**

The Business IP and the Licensed Intellectual Property referred to in section 12.1 comprises all the Intellectual Property Rights necessary for the Group to conduct the Business as it has been operated in the 12 months immediately before the date of this Deed.

**12.7 No royalties**

No Group Company is obliged to pay any royalty, licence charge or other ongoing payment in connection with the ownership or use of any Intellectual Property Rights except in the ordinary course of business.

**13 Systems**

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**13.1 Ownership and control**

The Systems are owned by the Company or leased or licensed to the Company and are under the possession or control of the Company or (in the case of mobile communications devices) an employee of the Company and, so far as the Vendors are aware, no circumstance exists that may entitle any person to terminate any lease or licence in relation to the Systems.

**13.2 Proprietary Software**

- (a) A complete copy of all source code to the Proprietary Software is in the possession of a Group Company.
- (b) No source code to any of the Proprietary Software has been disclosed or made available to any third party except in the ordinary course of the Business and subject to binding and written obligations of confidentiality.
- (c) Neither the Vendors nor any Group Company is party to any agreement, arrangement or understanding, or otherwise subject to any duty, which:
  - (i) restricts the free use or disclosure by any Group Company of the Proprietary Software; or
  - (ii) requires any Group Company to license, sub-license, distribute, re-distribute or otherwise disclose any source code to any of the Proprietary Software to any Third Party (including any "copyleft" or similar obligation under the licence terms for any OSS Software).

**13.3 Proprietary Database**

So far as the Vendors are aware, the Proprietary Database, including all data comprised in the Proprietary Database:

- (a) has been developed or compiled by the Group in accordance with applicable Laws;
- (b) does not infringe the rights (including confidentiality, privacy and Intellectual Property Rights) of any person; and
- (c) so far as the Vendors and each Group Company is aware, is up-to-date, complete and accurate.

**13.4 Independence**

The Systems are discrete information technology systems capable of functioning without any recourse to any other information technology systems operated by any Vendor.

### **13.5 Performance**

The Systems:

- (a) perform in all material respects their intended functions and there has been no material unscheduled disruption to or failure in the operation or performance of the Systems, or Virus causing a material disruption to the Systems, in the period of 12 months immediately before the date of this Deed; and
- (b) are covered by reasonable measures to provide for the back-up of the data and information stored by such Systems.

### **13.6 Security and integrity**

So far as the Vendors are aware, each Group Company has taken all reasonable precautions to preserve the security and integrity of the Systems and the data and information stored on them and, so far as the Vendors are aware, there has been no unauthorised access to the Systems or any of the data or information stored on them. Each Group Company has at all times complied in all material respects with the controls and other requirements of ISO 27001, including in respect of the Systems.

## **14 Business Premises**

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### **14.1 Accurate copies**

Accurate copies of all leases, sub-leases, licences, associated arrangements and other material written arrangements to which a Group Company is a party in respect of the Business Premises or any other real property used in connection with the Business have been Fairly Disclosed.

### **14.2 Complete**

The Business Premises comprise all of the premises and land which are owned or occupied by the Group or otherwise used in connection with the Business.

### **14.3 Occupation**

- (a) The Company has exclusive and lawful occupation and quiet enjoyment of the Business Premises and the Company is party to valid licences, arrangements or agreements evidencing its respective right to occupy the Business Premises.
- (b) The Company holds or enjoys the benefit of all easements, rights, interests and privileges which are necessary or appropriate for the conduct of the Business.
- (c) So far as the Vendors are aware, there are no circumstances that would entitle or require a landlord or licensor of any of the Business Premises or any other person to exercise any power of entry or possession or which might restrict or terminate the continued occupation or use of any of the Business Premises by the Company.

### **14.4 No Business Premises defects**

So far as the Vendors are aware, no Business Premises have any material defect or restriction on use which may decrease their ability to be used in the Business.

### **14.5 No adverse Business Premises notices**

The Company has not received a written notice (statutory or otherwise) from any person in respect of any of the Business Premises and to the knowledge of the Vendors, no proposal has been made:

- (a) in respect of the compulsory acquisition or resumption of all or any part of any of the Business Premises;

- (b) requiring work to be done or expenditure to be made on or in respect of any of the Business Premises;
- (c) in respect of any contemplated, pending or threatened condemnation of any building or structure on any of the Business Premises or
- (d) in respect of any contemplated, pending or threatened change to the planning, zoning or other ordinances,
- (e) which may adversely affect the use of all or any part of any of the Business Premises by the Company.

**14.6 No arrears**

The Company has paid all rent, rates and other amounts presently payable in respect of each of the Business Premises (including land tax).

**14.7 No breach of leases**

The Company has performed all covenants, conditions, agreements, statutory requirements, by-laws, orders and regulations which are binding on it and affecting the Business Premises and so far as the Vendors are aware the Company is not in breach of, or default under, any document referred to in Warranty 14.1.

**14.8 Registration of leases**

Each of the leases relating to the Business Premises that are capable of registration have been registered if required by law to be registered.

**14.9 No variation of leases**

There is no arrangement (whether written or not) which has the effect of varying the terms and conditions of any lease, sub-lease, licence, associated arrangement or other written arrangement relating to any of the Business Premises except any such arrangements, a true and accurate copy of which has been Fairly Disclosed.

**14.10 Approvals**

All relevant Licences and other consents and approvals from a Government Agency have been obtained to permit the Business Premises to be used for the conduct of the Business. No such Licence or approval has been breached by the Company or, so far as the Vendors are aware, is likely to be suspended, cancelled, refused, materially altered, not renewed, or revoked.

**14.11 Restrictions or obligations**

The Disclosure Materials include complete and accurate details of all Encumbrances, zoning restrictions, licences, approvals, rights, interests and privileges which could be reasonably expected materially prejudice the Purchaser or the conduct of the Business after Completion. There are no restrictions or obligations affecting the Business Premises which are of an onerous or unusual nature or conflict with the present use of the relevant Business Premises.

**14.12 Development**

So far as the Vendors are aware, no development, alterations or works have been carried out in relation to the Business Premises by the Company which would require any permission or consent under any Law which has not been obtained and all conditions attaching to any such permission or consent have been fully complied with.

**14.13 No disputes**

There are no current disputes relating to any of the Business Premises or their use.

## **15 Contracts**

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### **15.1 Copies of Material Contracts**

Complete and accurate copies of each Material Contract have been included in the Disclosure Materials.

### **15.2 Nature of Contracts**

Each Material Contract:

- (a) is on arm's length terms and was entered into in the ordinary course of business; and
- (b) is not void, voidable, illegal or unenforceable, in whole or in part.

### **15.3 Enforceable**

So far as the Vendors are aware, each Material Contract constitutes legal, valid and binding obligations on the relevant Group Company and each counterparty to it, enforceable in accordance with such document's terms by appropriate legal remedy.

### **15.4 No default**

No Group Company is in breach or default under any Material Contract, and so far as the Vendors are aware nor has anything occurred or been omitted which would be a breach or default but for the requirements of notice or lapse of time or both under any Material Contract.

### **15.5 Notices**

No Group Company has received any written notice which does or might adversely affect any rights or any exercise of any rights of any Group Company in respect of any Material Contract or other Material Asset.

### **15.6 No derivatives**

No Group Company is party to any foreign currency or other derivative transaction.

### **15.7 No disputes**

There is no actual, pending or, to the Vendors' knowledge, threatened, dispute relating to any Material Contract, including any claim or allegation of a breach of, or default under, a Material Contract by any party to that Contract.

### **15.8 Status of Contracts**

Except as Fairly Disclosed, there is no Contract not fully performed at Completion that:

- (a) was entered into outside the ordinary and usual course;
- (b) requires the payment of a consideration or the incurrence of expenditure in excess of \$10,000 for any other item or series of interrelated or connected items relevant to the Business in any one year;
- (c) is incapable of being fulfilled or performed on time, in the ordinary course and in accordance with its terms, or only with undue or unusual expenditure of money or effort;
- (d) requires a Group Company to make any loans or advances to any person;
- (e) was not negotiated or entered into on arm's length terms; or
- (f) limits the freedom of any Group Company or any of its representatives to engage in any type of business or activity, including in competition with any person or in any area, other than an agreement relating to the employment of an officer or Employee.

**15.9 Offers, tenders and quotations**

Each written offer, tender or quotation made by a Group Company that is outstanding and capable of giving rise to a contract by the unilateral act of a third party:

- (a) was made in the ordinary course of business; and
- (b) with a value of more than \$100,000 is disclosed in the Disclosure Materials.--

**15.10 No breach or termination**

So far as the Vendors are aware, with respect to each Material Contract:

- (a) no party is in breach of it or, but for the giving of notice or lapse of time, would be in breach;
- (b) there are no grounds for rescission, avoidance or repudiation of that Contract;
- (c) no party has given written notice to terminate it or has sought to repudiate or disclaim it or, so far as the Vendors are aware, intends to do so;
- (d) there are no facts or circumstances subsisting that are likely to give rise to any of the above;
- (e) there will be no liability on the Purchaser for GST without the Purchaser being able to increase the consideration payable under that Contract, or otherwise seek reimbursement, so that the Purchaser retains the amount it would have obtained but for the imposition of GST; and
- (f) no party to any Contract has provided written notice that such party does not intend to renew any Contract.

**15.11 Indemnity claims**

No Group Company has done or failed to do anything, nor so far as the Vendors are aware, has any circumstance arisen, which may reasonably be likely to give rise to a claim under an indemnity in a Contract whether by, or against, a Group Company.

**16 Business Affairs**

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**16.1 Relationship with customers and suppliers**

So far as the Vendors are aware, there are no circumstances whereby following a change (whether direct or indirect) in ownership of a Group Company to the Purchaser the customers or suppliers of the Business would not remain customers or suppliers of the Business to the same extent and on terms no less favourable than the terms of their dealing with Group Company before the Completion Date.

**16.2 Terms of trade**

During the 12 months prior to the Completion Date, the terms of trade of each Group Company with each customer, reseller or supplier have not changed to the material detriment of a Group Company.

**16.3 Bank Accounts**

A complete list of each account maintained by, or for the benefit of, a Group Company at any bank or other financial institution, including the authorised signatories of each has been Fairly Disclosed. There are no outstanding powers of attorney executed on behalf of any Group Company with respect to such bank accounts.

## **16.4 Notice of changes**

No material customer, reseller or supplier has communicated in writing the possibility of materially altering their levels of business with any Group Company or their terms of trade and, so far as the Vendors are aware, there are no circumstances which would result in a cessation or substantial reduction in trade or change in terms of trade by any such customer, reseller or supplier.

## **17 Employees**

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### **17.1 List of Employees**

The Disclosure Materials:

- (a) Fairly Disclose the identity of all Employees;
- (b) Fairly Disclose the remuneration and other benefits (including commission, bonuses, profit sharing, shares and share options) paid or conferred on each Employee;
- (c) contain full details of the names and terms of engagement of all independent contractors who provide services to the Group, whether directly or pursuant to a contract between a corporate entity and a Group Company;
- (d) contain full details of all industrial disputes in which the Group has been involved during the period of two years prior to the date of this Deed;
- (e) contain full details of all Claims made by Employees against the Group during the period of two years prior to the date of this Deed;
- (f) Fairly Disclose all Employees' termination entitlements, including notice and severance/redundancy entitlements;
- (g) contain full details of all incidents which might potentially give rise to occupational health and safety notices, prosecutions or fines; and
- (h) contain full details of any material disciplinary action or grievance procedure taken against, or involving, any Employee.

### **17.2 Employment contracts**

- (a) The Employees are employed by the Group.
- (b) Full details of each Employee's terms of employment (whether written or oral) have been provided to the Purchaser. The Group has complied with its obligations under all contracts of employment and letters of appointment applicable to the Employees.
- (c) All contracts with Employees entered into by a Group Company pursuant to a template form of employment agreement included in the Disclosure Materials is in the same or substantially similar terms to such template form agreement.

### **17.3 Industrial agreements**

So far as the Vendors are aware, the Group has complied with its obligations under all industrial awards, industrial agreements and legislation in respect of all Employees.

### **17.4 Casual employees**

- (a) Each Employee engaged by the Company as a casual employee is engaged as such in accordance with all applicable Laws.

- (b) Each Employee engaged by the Company as a casual employee who has not received an offer to convert to full-time or part-time employment are not entitled to such an offer, in accordance with all applicable Laws.

#### **17.5 Claims**

- (a) None of the Employees or persons who were previously employed in the Business have any actual, pending or, to the knowledge of the Vendors, threatened Claims against any Group Company and the Disclosure Materials contain full details of all written claims taken by Employees or any person who was previously employed in the Business against a Group Company during the period of 2 years prior to the Completion Date.
- (b) During the period of 3 years prior to the Completion Date:
  - (i) no allegation, complaint, charge or claim (formal or informal) of sexual harassment, sexual assault, sexual misconduct, gender discrimination or similar behavior (a **Sexual Misconduct Allegation**) has been made against any person who is or was an employee, contractor, consultant officer, director of a Group Company in such person's capacity as such; and
  - (ii) no Group Company has entered into any settlement agreement, tolling agreement, non-disparagement agreement, confidentiality agreement or non-disclosure agreement, or any Contract or provision similar to any of the foregoing, relating directly or indirectly to any Sexual Misconduct Allegation against a Group Company or any person who is or was employee, contractor, consultant officer, director of a Group Company.

#### **17.6 Employee entitlements**

The Company has accrued annual leave, personal leave and long service leave in accordance with the *Fair Work Act 2009* (Cth) and otherwise as required by any Law and the accruals relating to such leave entitlements are complete and materially accurate as at the Completion Date.

#### **17.7 Industrial disputes**

There is no existing, threatened, or to the knowledge of the Vendors, pending industrial dispute involving any Group Company. No Group Company has received any log of claims or bargaining notice from any trade union or employee representative. The Disclosure Materials contain full details of all industrial disputes in which the Group has been involved during the period of 2 years prior to the date of this Deed.

#### **17.8 Workplace health and safety**

There is no existing in written form or to the knowledge of the Vendors, threatened, pending or anticipated investigation or prosecution of any Group Company, or statutory notice or litigation to, or involving any Group Company under workplace health and safety Laws. The Disclosure Materials contain full details of all notices, prosecutions and fines received by any Group Company (as applicable) in respect of any breach or alleged breach of workplace health and safety Laws or standards within a period of 2 years prior to the date of this Deed.

#### **17.9 Workers' compensation**

The Group has maintained all required workers' compensation insurance and the Disclosure Materials contain full details of all Employees and contractors who are receiving or are due to receive workers' compensation payments and provide full details of the circumstances resulting in such claims.

#### **17.10 Payments due**

The Group has paid all amounts which are presently due and payable in respect of the Employees, contractors and directors and officers of the Group and there are no outstanding amounts owed to any persons who were previously employed or engaged in the Business.

**17.11 Retention and change of control payments**

No Employee, contractor or director or officer of the Group is entitled to any retention payment or payment of an entitlement which is triggered by the execution or completion of this Deed or the completion of the Transaction or any other transaction contemplated by this Deed.

**17.12 Termination**

The employment of each Employee and contractor can be lawfully terminated:

- (a) in accordance with their written contracts of employment (if any), accurate copies of which have been provided to the Purchaser; or
- (b) in any other case:
  - (i) on 3 months' notice (or pay in lieu) or less; and
  - (ii) without payment of any damages or compensation, including any severance or redundancy payments.

**17.13 Future payments**

No Group Company is liable to pay any allowance, annuity, benefit, lump sum, pension, premium or other payment in respect of the death, disability, retirement, resignation or dismissal of any persons other than that specified in a written contract of employment or contractor agreement an accurate copy of which has been provided to the Purchaser.

**17.14 Notice of termination**

No Key Employee, contractor or director or officer of the Group has given, or been given, notice of termination of his or her employment or engagement with the Group or will be entitled to terminate their employment or engagement as a result of the execution or performance of this Deed, the completion of the Transaction or any other transaction contemplated by this Deed.

**17.15 No resignations**

As at the date of this Deed, none of the Employees or contractors has terminated their employment or engagement or given notice of termination of their employment, and so far as the Vendors are aware, no Employee intends to give notice of termination of their employment.

**17.16 No grievance procedures or disciplinary actions**

During the period of 2 years prior to the date of this Deed, there has been no material disciplinary action or grievance procedure taken against, or involving, any Employee involving a matter or behaviour.

**17.17 Independent contractors**

The Group does not engage any independent contractors who provide personal services in connection with the Business, whether directly or pursuant to a contract between a corporate entity and a Group Company, other than as disclosed in the Disclosure Materials. No person who was previously engaged as an independent contractor by a Group Company in connection with the Business has asserted that their relationship with that Group Company was one of employment, either at common law or under statute. There is no existing in written form, or to the knowledge of the Vendors, threatened, pending or anticipated investigation by any regulatory authority in relation to an allegation that an independent contractor was not properly characterised as such.

**17.18 Employment records**

The Group holds all employment records for all Employees including executed contracts of employment for each Employee and those contracts reflect the role, position and entitlements of the Employee to which they relate.



**17.19 No change to terms and conditions**

Since the Accounts Date, the Company has not made, or agreed to make, any material change to the terms and conditions of employment of any Employee.

**17.20 No commitment to increase Employee Entitlements**

No Group Company has given a written commitment (whether legally binding or not) to increase or supplement wages, salaries, annual leave and leave loading, long service leave, entitlement to accrued personal/carer's leave on retirement, redundancy, rostered days off or any other remuneration, compensation, gratuities or benefits of any Employee beyond the amounts and entitlements that have been Fairly Disclosed.

**17.21 Rights to terminate employment**

Each Group Company may, in any circumstances, lawfully terminate the employment of each of its employees by giving notice of termination of five weeks or less or making payment in lieu of notice of five weeks or less.

**17.22 Compliance with obligations**

Each Group Company complies and has previously complied in all material respects with:

- (a) all employment contracts;
- (b) all applicable legislation (including health and safety legislation, workers' compensation legislation and discrimination legislation);
- (c) all applicable Industrial Instruments;
- (d) the National Employment Standards contained in the *Fair Work Act 2009* (Cth);
- (e) all obligations imposed on an employer to keep records; and
- (f) all codes of conduct and practice binding on the Group relevant to conditions of service and to the relations between it and the Employees.

**17.23 No other arrangements**

No Group Company is a party to, or bound by:

- (a) any contract, arrangement, understanding, policy, practice or obligation that provides for terms and conditions of employment more generous to any Employee than those specified in any applicable Industrial Instrument or Law governing the Group;
- (b) any collective bargaining agreement, contract or legally binding commitment to any trade union or employee organisation or group in respect of or affecting its employees; or
- (c) other than the Option Plan, a share incentive scheme, share option scheme, profit sharing scheme or other incentive or bonus arrangement of any other nature, with any Employee, officer, consultant or independent contractor of any Group Company.

**18 Superannuation arrangements**

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**18.1 Superannuation funds**

Each Employee is a member of a superannuation fund. The Group has made all contributions which it is obliged under Law or contract to make in respect of the Employees and contractors of the Group to any superannuation fund, scheme or other arrangement providing superannuation, retirement, death, disability or similar benefits. The obligations of, and contributions made by, the Group in respect of superannuation satisfy and have satisfied the

terms of all agreements, arrangements, understandings and awards relating to the employment of the Employees or engagement of any contractors.

#### **18.2 No defined benefit funds**

The Group does not contribute, nor is it required to contribute, in respect of the Employees or any contractors to a superannuation fund which provides a defined benefit.

#### **18.3 No outstanding liabilities**

As at the date of Completion, the Company has no Liability to pay any amount by way of superannuation guarantee charge pursuant to the SGA Act, or any other amount by reason of the application of the SGA Act, in respect of any of the Employees, any director or officer or any other 'employee' (as defined in the SGA Act) for any 'quarter' (as defined in the SGA Act) up to the date of Completion. The Company has complied, or will comply with, and has discharged all of, its obligations in respect of the Employees or director or officer or any other 'employee' (as defined in the SGA Act) under Part 3A of the SGA Act up to the date of Completion.

#### **18.4 No audits or investigations**

No Group Company has been subject to any audit or investigation by the Occupational Safety and Health Administration, the Department of Labor, or other similar Government Agency, or subject to fines, penalties or assessments associated with such audits or investigations.

#### **18.5 No prosecutions or claims**

There are no existing, threatened or pending prosecutions or claims or complaints to external bodies or agencies of which any Group Company or any Vendor has written notice, including entitlements or health and safety, involving the Group and so far as the Vendors are aware, there are no facts or circumstances that are likely to result in such prosecution, claim or complaint.

#### **18.6 Obligations to Government Agencies**

As at the Execution Date, no the Group Company has any outstanding undischarged liability to pay to any Government Agency any contribution, Taxes or other impost arising in connection with the employment or engagement of personnel by any Group Company that is not provided for in the Accounts or the Management Accounts.

### **19 Claims and litigation**

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#### **19.1 Current litigation and investigations**

No Group Company nor are the Vendors aware that any person for whom any Group Company is vicariously liable is:

- (a) a party to or the subject of any Claim; or
- (b) the subject of any ruling, judgement, order or decree by any Government Agency or any other person.

#### **19.2 Pending, threatened or anticipated Claims**

There is no Claim, judgment, order or decree to the knowledge of the Vendors pending, threatened, or anticipated, against the Group.

#### **19.3 Prior Claims**

No Group Company has, in the period of 2 years prior to the date of this Deed, been, or is currently, a party to any Claim (except in relation to the recovery of trade debts in individual amounts in the ordinary course of business) or the subject of any Claim, ruling, judgement, order or decree by any Government Agency or any other person other than those Fairly Disclosed.

**19.4 No unsatisfied judgements**

There is no unfulfilled or unsatisfied judgement outstanding against the Group or any of the Assets.

**19.5 No settlements**

No Group Company nor any Vendor has entered into any settlement agreement, release agreement or similar agreements relating to the resolution or termination of any Claim in connection with the Business in the 2 years prior to the date of this Deed.

**19.6 Product and service compliance**

No Group Company has, within 2 years prior to the date of this Deed, provided any service that does not comply with any warranty made by that Group Company in respect of those services or any warranty standard or specification for those services required or implied by Law.

**20 Tax**

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**20.1 Adequate and correct records**

The Company has created and maintained adequate and correct records to enable it to comply with its obligations to:

- (a) prepare and submit any information, notices, computations, returns and payments required in respect of any Tax Law;
- (b) prepare any accounts necessary for the compliance of any Tax Law; and
- (c) retain necessary records as required by any Tax Law.

**20.2 True Copies**

All copies of any information, notice or Tax Return submitted to any Government Agency by the Company in respect of any Tax are true and complete copies of the originals.

**20.3 Returns accurate**

Any information, notice, computation and Tax Return which has been submitted by the Company in respect of any Tax:

- (a) discloses all material facts that must be disclosed under any Tax Law; and
- (b) the cost base of the Company's tangible and intangible assets have been calculated in accordance with the Tax Act;
- (c) is not untrue, inaccurate or misleading in any material respect.

**20.4 Tax returns lodged**

All Tax Returns and any other document required by any Tax Law (including, but not limited to, all Laws imposing or relating to income tax, fringe benefits tax, goods and services tax, payroll tax, superannuation guarantee, fuel tax credits, group tax, land tax, water and municipal rates and stamp and customs duty) to be lodged or filed by the Company prior to the date of Completion, have been or will be lodged by the Completion Date.

**20.5 Taxes paid**

All Taxes, levies, assessments, contributions, fees, rates, duties, and other governmental or municipal charges or impositions for which the Company is liable, including any penalty or interest, have been paid in accordance with any Law (including the Tax Act) and no arrangement or agreement has been entered into by the Company which extends the period of assessment

or payment of Taxes, levies, assessments, contributions, fees, rates, duties and other governmental or municipal charges or impositions.

#### **20.6 Tax residence**

The Company is a tax resident of Australia and is not, and has never been, a tax resident of any other country.

#### **20.7 Tax year**

The income year (as defined in section 4-10 of the Tax Act) for the Company is the year ending 30 June.

#### **20.8 No dispute**

There is no current, pending or threatened dispute between the Company and the Commissioner of Taxation or with any other Government Agency and, to the knowledge of the Vendors, no such dispute is anticipated, nor is there any current, pending or threatened Tax audit or investigation of the Company.

#### **20.9 No agreements**

- (a) The Company has not made any agreement with any Government Agency, or given any undertaking to any Government Agency, in relation to Tax.
- (b) The Company has not entered into or been a party to any indemnity, agreement (including any tax funding agreement) or arrangement whereby it is liable to indemnify or reimburse another party in respect of Tax.

#### **20.10 Correct withholdings**

All amounts required by any Tax Law to be withheld or deducted by or on behalf of the Company from the salary or wages of Employees (including former Employees) including PAYG withholding or from any other amount (including amounts referred to in Division 11A of Part III of the Tax Act) have been duly withheld or deducted and, where appropriate, duly paid to the relevant Government Agency in accordance with the relevant Tax Law and by the relevant due date.

#### **20.11 Public officer**

The office of public officer as required under any Tax Law is and has always been occupied for the Company.

#### **20.12 Correct franking**

The Company:

- (a) has not paid any dividend, prior to Completion, which is in breach of the benchmark franking rule under the Tax Law, or in respect of which the Company has not complied with the applicable Tax Law; and
- (b) has never been liable, at any time, nor will be liable at or before Completion, to pay overfranking or franking deficit tax; and
- (c) the Company has complied with the provisions of Part IIIAA and Part 3-6 of the Tax Act, and has maintained proper records of franking debits and franking credits for the purposes of the Tax Law.

#### **20.13 No deficit**

The franking or exempting account for the Company is not in deficit and will never have been treated as being in deficit as at the time of a Completion.

**20.14 No tainting**

The share capital account of the Company is not tainted within the meaning of the Tax Act.

**20.15 No unusual tax events**

From the Accounts Date to Completion, no additional Liability for Tax has, or will, accrue to the Company otherwise than as a result of trading activities in the ordinary course of business.

**20.16 No anti-avoidance**

The Company has not entered into or been a party to any transaction which contravenes, or may contravene, any anti-avoidance provisions of any Tax Law, including, but not limited to, Part IVA of the Tax Act.

**20.17 Compliance**

The Company has complied with the terms of all communications issued by Government Agencies and addressed to the Company, including rulings and communications by way of agreement.

**20.18 No debt forgiveness**

No debt or Liability of the Company has been forgiven within the meaning of Division 245 of the Tax Act or has been forgiven within the meaning of schedule 2C of the Tax Act or otherwise forgiven nor has any arrangement for such a forgiveness been entered into in relation to any such debts or other Liabilities.

**20.19 Division 7A**

The Company has not made any loan, distributed any property or engaged in any other transaction or arrangement which attracts the operation of Division 7A of Part III of the Tax Act.

**20.20 Permanent establishment**

The Company has no permanent establishment (as that term is defined in any relevant Tax Law or relevant double tax agreement) outside Australia.

**20.21 Jurisdiction**

Australia is the only jurisdiction in which the profits, income or gains of the Company are chargeable to Tax or in which any acquisitions, imports or supplies made by the Company are chargeable as to any type of value added tax.

**20.22 Arm's length transactions**

All transactions and other dealings between the Company on the one hand, and another party on the other, have been (and can be demonstrated to have been) conducted at arm's length.

**20.23 Transfer pricing**

The Company has not entered into any arrangement which will, would or may give rise to any adjustment to the assessable income or allowable deductions of the Company as a result of the operation of the provisions in Division 13 of Part III of the Tax Act or Division 815 of the Tax Act.

**20.24 Consolidation**

The Company is not and never has been a member of a Consolidated Group.

**20.25 Taxation of financial arrangements**

The Company has not made any election, made any choice or is required to make any adjustment to its taxable income under Division 230 of the Tax Act.

**20.26 Tax Rulings**

Any ruling, determination or election requested, received or made by the Company in respect of Tax:

- (a) has been disclosed to the Purchaser; and
- (b) has at all times been complied with by the Company.

**20.27 No interposed entity election**

The Company has not made an interposed entity election pursuant to section 272-85 of Schedule 2F to the Tax Act.

**20.28 Share capital account**

The Company does not have a tainted share capital account or a share capital account that is taken to be tainted within the meaning of Division 197 of the Tax Act or under the former section 160ARDM of the Tax Act and the Company has not taken any action, up to and including Completion, that would cause the Company's share capital account to be a tainted share capital account, nor has an election been made at any time up to and including Completion, to untaint the Company's share capital account.

**20.29 No deemed dividends**

The Company has not paid nor will it, as at Completion, have paid any amount, other than a duly declared dividend, which would or may constitute a dividend under the Tax Act.

**20.30 Employment related taxes**

- (a) The Company has complied with its obligations in respect of payroll tax in each relevant jurisdiction (including State and Territory as applicable), and has no liabilities in respect of unpaid and/or unassessed payroll tax as at Completion, including liabilities in respect of the Company or in respect of a payroll tax group of which the Company is or has been a member as well as in relation to amounts paid to any person on the basis that the person is an independent contractor.
- (b) All amounts of Pay as You Go withholding tax required by law to be deducted by the Company from the salary or wages of employees, servants and agents or payments to contractors have been deducted and remitted to the relevant Government Agency within the time allowed by the relevant Tax Law and the Company holds a relevant Pay as You Go withholding tax variation notice where required under Tax Law.

**20.31 Fringe benefits tax**

The Company has complied with its obligations in respect of fringe benefits tax, and has no liabilities in respect of unpaid and/or unassessed fringe benefits tax.

**20.32 GST**

In relation to GST:

- (a) the Company:
  - (i) is registered for GST under the GST Act where required to be registered for GST;
  - (ii) has complied in all respects with the GST Act;
  - (iii) is not in default of any obligation to make any payment or return (including any business activity statement) or notification under the GST Act;
  - (iv) has correctly claimed input tax credits on all creditable acquisitions and has held valid Tax invoices and recipient created Tax invoices in each relevant Tax

period in which the input tax credits were claimed and continues to hold those Tax invoices and recipient created Tax invoices as required by law; and

- (v) is not and never has been a member of a GST group;
- (b) there is no contract, arrangement or understanding requiring the Company to supply anything which does not contain a provision enabling the Company as supplier to require the other party to the contract, arrangement or understanding to pay to the Company is liable on a supply under that contract, arrangement or understanding in addition to the consideration for that supply or otherwise seek reimbursement so that the Company retains the amount it would have retained but for the imposition of GST;
- (c) there is no contract, arrangement or understanding requiring the Company to pay any amount in respect of GST on a supply which does not contain a provision enabling the Company as recipient to require the other party to the contract, arrangement or understanding to provide to the Company a Tax invoice for any GST on that supply prior to the due date for payment for that supply; and
- (d) there is and has been no payment of any amount in respect of GST made by the Company where it is not contractually obliged to make such payment.

### **20.33 Duty**

- (a) All documents in respect of which any the Company is liable to pay Duty and all transfers of any issued shares or units in the Company (other than as contemplated by this Deed), have been properly stamped under applicable Duty legislation and there are no outstanding assessments of duty in respect of any document in respect of which the Company is liable to pay Duty, nor any requirement on the part of the Company to upstamp any document in the future on account of any interim stamping nor any requirement on the part of the Company to lodge and pay duty (e.g. where a transaction has occurred, however the liability to duty has not yet arisen).
- (b) All Duty assessed in respect of which the Company is liable to pay has been paid and any document required to be stamped has not been insufficiently stamped.
- (c) In respect of all transactions to which the Company is a party, or may be interested in the enforcement of, and which were effected without a written instrument, all necessary statements, forms or applications have been lodged with the relevant revenue authorities and all duty assessed has been paid and the statement, form or application in respect of the transaction has been properly stamped and has not been insufficiently stamped.
- (d) The Company has not been a party to any transaction where an exemption, concession or other relief from Duty was obtained in relation to that transaction, including any transaction in relation to which the Company received, whether wholly or partly, relief from Duty under any corporate reconstruction, exemption or concession provisions or as a result of ex gratia arrangements in any Australian jurisdiction.
- (e) The Company is not a party to, and has been notified of or the subject of any Duty audit, review, investigation, compliance check or inquiry by a Government Agency.

## **21 Insurance**

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### **21.1 Validity**

The Group has, and has had at all material times, valid insurances required by Law to be effected by it. All policies of insurance taken out in favour of the Group and its directors and officers in connection with the Business are in full force and effect and have been disclosed in the Disclosure Materials.

**21.2 Policies**

To the knowledge of the Vendors, nothing has been done or omitted to be done which would make any insurance policy in connection with the Business or the Group void, voidable or unenforceable.

**21.3 Premiums paid**

Every premium due for an insurance policy of a Group Company has been paid in full.

**21.4 Claims**

To the knowledge of the Vendors, there are no Claims outstanding, pending, anticipated, threatened (in writing) or capable of arising against the Group in connection with the Business in respect of any accident or injury which is not fully covered by insurance.

**22 COVID-19**

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If the Company has applied for one or more Coronavirus economic response payments (within the meaning of the *Coronavirus Economic Response Package (Payments and Benefits) Act 2020* (Cth)) prior to Completion (including, for the avoidance of doubt, payments under the "Jobkeeper" scheme), the Company is not liable to repay any of the payments or part of the payments received, or which will be received, as a result of such application under Section 9 of the *Coronavirus Economic Response Package (Payments and Benefits) Act 2020* (Cth) and the *Coronavirus Economic Response Package (Payments and Benefits) Rules 2020* (as amended from time to time).

**23 Authorisations**

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**23.1 Disclosure**

So far as the Vendors are aware, each Group Company has all of the Authorisations required to conduct the Business and the Authorisations are valid and in good standing and are Fairly Disclosed in the Disclosure Materials.

**23.2 Compliance**

So far as the Vendors are aware, all Authorisations (and conditions to such Authorisations) have been complied with in all material respects by each Group Company and the conduct of the Business does not involve any activities beyond those covered by the Authorisations held by it.

**23.3 Termination**

So far as the Vendors are aware, no Group Company has done or permitted to be done anything that would be likely to cause any Authorisation to be terminated, suspended, not renewed or modified, including by amending or varying conditions or requiring a Group Company to comply with any conditions or requirements with which is not presently required, through administrative practice or otherwise, to comply.

**23.4 Ordinary course compliance**

All of the conditions attaching to each Authorisation held by a Group Company are capable being complied with by that Group Company in the ordinary course of conduct of the Business as conducted.

**23.5 Notices**

So far as the Vendors are aware, no Group Company has received any written notice that any Authorisation will be revoked, suspended, modified or will not be renewed.



## **23.6 Undertakings**

No Group Company is bound by any undertaking to a Government Agency in connection with a Business or any asset owned by it which has not been disclosed to the Purchaser.

## **24 Certain payments**

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### **24.1 Anti-bribery**

No Group Company, nor any Vendor, director, manager, officer, employee or other person associated with or acting on behalf of any of them, has directly or indirectly:

- (a) made any contribution, gift, bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any person, private or public, regardless of form, whether in money, property or services; or
- (b) established or maintained any fund or asset with respect to a Group Company that has not been recorded in the Records.

### **24.2 Compliance procedures**

Each Group Company has, and has had, in place at all times adequate procedures designed to prevent their directors, managers, officer, employees or agents from bribing another person intending to obtain or retain business or an advantage in the conduct of the business for any Group Company and those procedures have, at all times, been complied with or followed.

### **24.3 Anti-money laundering**

- (a) Each Group Company's respective directors, managers, officers, employees, agents and Affiliates are, and have been, in compliance in all material respects with all Anti-Corruption and Anti-Money Laundering Laws.
- (b) No Group Company is (nor are any of its directors, managers, officers, employees, agents or Affiliates) a Government Agency or instrumentality of a Government Agency.
- (c) No Group Company has (nor, so far as the Vendors are aware, have any of their respective directors, managers, officers, employees, agents or Affiliates) been the subject of any investigations, reviews, audits or inquiries by a Government Agency related to Anti-Corruption and Anti-Money Laundering Laws, and, so far as the Vendors are aware, no investigation, review, audit, or inquiry by any Government Agency with respect to Anti-Corruption and Anti-Money Laundering Laws is pending or threatened.
- (d) Each Group Company has, and has had, in place at all times adequate procedures designed to prevent their directors, managers, officer, employees or agents from being party to, or involved with, transactions which may be intended to disguise the original ownership and control of the proceeds of criminal conduct and those procedures have, at all times, been complied with or followed.

## **25 Compliance with Laws and privacy**

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### **25.1 Compliance**

Each Group Company has at all times since incorporation conducted its business and affairs in accordance with its constitution and in accordance with all applicable Laws. The Company is not in breach of any order, judgment or award of any court, tribunal or Regulatory Authority in any jurisdiction and to the knowledge of the Vendors, no allegation has been made of any breach by the Company of any applicable Law.

## 25.2 Privacy Laws

So far as the Vendors are aware, any Processing of Personal Information by the Group in connection with the Business:

- (a) is consistent with any privacy statement or privacy policy issued by the Group, and the Group's contractual obligations; and
- (b) complies with all applicable Privacy Laws.

## 25.3 No unresolved complaints

- (a) No Group Company has:
  - (i) received a written notice from any person (including any privacy or data protection authority) alleging that the Processing of Personal Information by any Group Company breaches Privacy Laws, contractual obligations or the rights of any individual and no circumstances exist which may give rise to the making of any such allegation; or
  - (ii) suffered any material breach or lapse in its Systems or other security measures that has resulted in the misuse, interference, loss, unauthorised access, modification or disclosure of Personal Information.
- (b) There are no unresolved complaints about the Personal Information handling practices of the Business.

## 25.4 No transfers of Personal Information overseas

The Company does not transfer any Personal Information overseas.

## 25.5 Requirements of Government Agencies

There are no orders, notices or requirements of any Government Agency or provisions of any legislation relating to the business and affairs of any Group Company that have not been complied with by the Group in all material respects or that require expenditure by any Group Company or that might otherwise materially adversely affect the Business or the use of any assets by the Group.

## 25.6 No contraventions

No Group Company has committed or omitted to do any act or thing in contravention of the *Competition and Consumer Act 2010* (Cth) or like legislation in any other state or territory of Australia or in any other jurisdiction outside of Australia.

## 25.7 Investigation

So far as the Vendors are aware, no Group Company is the subject of any investigation, inquiry, prosecution or enforcement proceedings by any Government Agency and there are no such investigations, inquiries, prosecutions or proceedings pending or threatened against any Group Company.

## 26 Information

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### 26.1 Information true and accurate

The factual and historic information (excluding any financial information, the Accounts, Management Accounts and Completion Accounts) relating to the Sale Shares, the Group and the Business stated in the Disclosure Materials and in the Schedules is true and accurate in all material respects and is not misleading (including by omission) or deceptive in any material respect.

**26.2 Full disclosure**

The Disclosure Materials includes all information relating to the Group and the Business that:

- (a) the Vendors know, or should reasonably be expected to know, would be material to a buyer in entering into and completing the transaction contemplated by this Deed; or
- (b) the disclosure of which might reasonably be expected to affect the willingness of a buyer to enter into this Deed or the terms and conditions upon which a purchaser would be willing to acquire the Group.

**26.3 Documents accurate**

All copies of documents provided by a Group Company to the Purchaser in relation to the Group are true copies.

## Schedule 3

### Covenantor Warranties

#### **1 Incorporation**

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##### **1.1 Incorporation**

If the Covenantor is an entity, the Covenantor is validly incorporated, organised and subsisting in accordance with all applicable Laws.

#### **2 Power and authority**

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##### **2.1 Authority**

The Covenantor has taken all action which is necessary to authorise the entry into and performance its obligations under this Deed.

##### **2.2 Power**

The Covenantor has the power, without any further consent of any other person, to enter into and perform its obligations under this Deed.

##### **2.3 Binding obligations**

This Deed constitutes legal, valid and binding obligations of the Covenantor, enforceable against it in accordance with its terms.

#### **3 Solvency**

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The Covenantor is not Insolvent.

## Schedule 4

### Purchaser's Warranties

#### 1 Incorporation

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##### 1.1 Incorporation

The Purchaser is validly incorporated, organised and subsisting in accordance with all applicable Laws.

##### 1.2 Power

The Purchaser has the power to acquire, directly or indirectly (as applicable) the Sale Shares.

#### 2 Power and authority

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##### 2.1 Authority

The Purchaser has taken all action which is necessary to authorise the entry into and performance its obligations under this Deed and the Transaction Documents to which it is a party.

##### 2.2 Power

The Purchaser has the power, without any further consent of any other person, to enter into and perform its obligations under this Deed and the Transaction Documents to which it is a party.

##### 2.3 Binding obligations

This Deed constitutes legal, valid and binding obligations of the Purchaser, enforceable against it in accordance with its terms.

#### 3 Solvency

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The Purchaser is not Insolvent.

#### 4 Regulatory

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The acquisition of the Sale Shares by the Purchaser will not result in the Purchaser holding a prohibited interest at law, or contravening the provisions of the Competition and Consumer Act 2010 (Cth) or the Foreign Acquisitions and Takeovers Act 1975 (Cth).

#### 5 Finance

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The Purchaser has available on terms which involve no pre-condition sources of finance which will provide in immediately available funds the necessary cash resources to pay the Purchase Price in accordance with this Deed.

## Schedule 5 HoldCo Warranties

### 1 Incorporation

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#### 1.1 Incorporation

HoldCo is validly incorporated, organised and subsisting in accordance with all applicable Laws.

#### 1.2 Power

HoldCo has the power to issue the Consideration Shares.

### 2 Power and authority

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#### 2.1 Authority

HoldCo has taken all action which is necessary to authorise the entry into and performance its obligations under this Deed.

#### 2.2 Power

HoldCo has the power, without any further consent of any other person, to enter into and perform its obligations under this Deed.

#### 2.3 Binding obligations

This Deed constitutes legal, valid and binding obligations of HoldCo, enforceable against it in accordance with its terms.

### 3 Solvency

---

HoldCo is not Insolvent.

### 4 Consideration Shares

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- (a) The Consideration Shares will represent 14.6% of the total issued share capital of HoldCo.
- (b) The Consideration Shares will, on issue, be fully paid and rank equally with all other ordinary shares in the capital of HoldCo.

**Schedule 6**  
**Business Premises**

<b>Premises</b>	Part of Lot 8 in Deposited Plan 304 comprising the following office suites located at 122 Walker Street, North Sydney, New South Wales (certificate of title folio identifier 8/304):  Suite 1 on Level 5, ( <b>Suite 501</b> ); and  Suite 2 on Level 6 ( <b>Suite 602</b> ).
<b>Landlord</b>	The Trust Company Limited ACN 004 207 749 as custodian for Stockland Trust Management Limited ACN 001 900 741 in its capacity as trustee of the Stockland Walker Street Trust ABN 13 686 317 490
<b>Tenant</b>	Eftsure Pty Ltd ACN 168 403 736 / ABN 21 168 403 736
<b>Guarantor</b>	None
<b>Permitted use</b>	Commercial offices
<b>Term and options</b>	2 years, commencing on 1 December 2021 and expiring on 30 November 2023 (with no option for further terms)
<b>Rent</b>	Commencing rent: \$174,338 per annum plus GST  Rent reviews during term and option term: Fixed increase of 3% on each anniversary of the commencement date

## Schedule 7

### Completion Accounts

#### Part A – Completion Accounts Principles

#### 1 Applicable accounting principles, policies and procedures

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The Completion Accounts must be prepared in the format prescribed in Part B of this schedule 7 and in accordance with the following principles, policies and procedures, in the following order and priority:

- (a) first, the specific accounting principles, policies and procedures set out in section 2 of Part A of this Schedule 7;
- (b) second, the accounting principles, policies and procedures adopted for the preparation of the Accounts; and
- (c) otherwise, in accordance with the Accounting Standards in force at the Completion Date.

#### 2 Specific accounting principles, policies and procedures

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- (a) Basis of preparation
  - (i) The Completion Accounts will be prepared using the information extracted from the accounting records of the Group as at the Effective Time, and in accordance with those specific procedures that would be adopted at a financial year-end, including detailed analysis of accruals and prepayments and cut-off procedures.
  - (ii) The Completion Accounts will be drawn up as at the Effective Time. Subject to any other requirements of this clause 2(a) of this Schedule 7, the Completion Accounts will take into account information in respect of 'Adjusting Events' (as defined by AASB Standard 110 ("Events After The Balance Sheet Date")) will be taken into account up to the time that the draft Completion Accounts are provided by the Purchaser to the Vendors Representative under clause 5.1 (Cut-Off Time).
  - (iii) All items in the Completion Accounts shall be reported in Australian Dollars. Assets and liabilities denominated in a currency other than Australian dollars will be converted into Australian dollars at the midpoint Australian dollar spot rate of exchange applicable to such other currency as quoted by Bloomberg at or about 10.00 a.m. on the Completion Date.
  - (iv) The Completion Accounts shall be prepared on the basis that the business is a going concern, on a 'business as usual' basis and on the assumption that the Group has not undergone a change of ownership.
  - (v) The provisions of this schedule will be interpreted so as to avoid double counting (whether positive or negative) of any items to be included in the Completion Accounts.
  - (vi) Subject to any other requirements in this Schedule 7, and the definitions of "Debt" in clause 1:
    - (A) Working Capital will comprise, and be limited to, those line items set out in Table 1 of Part A of this Schedule 3 that are tagged as "NWC" in the column headed "Classification";



- (B) Cash and Debt will comprise, and be limited to, those line items set out in Table 1.1 of Part B of this Schedule 7 that are tagged as “NWC” in the column headed “Mapping” and any other items that are captured (but not recorded in the balance sheet) by the definition of “Debt”;

and no other categories of assets or liabilities will be included in the Completion Accounts, provided that, in the event of any clear error or omission in the calculation or determination, or new general ledger account is created in the ordinary course of business from up to the Effective Time, the parties will co-operate in good faith and may agree in writing on the appropriate balance sheet line items which should apply for the purposes of the Completion Accounts by reference to the nature of the balance and this schedule 7.

- (vii) The Completion Accounts will be prepared as at the Effective Time as if it were being prepared at the end of a Tax accounting period. The Completion Accounts shall comprise Tax liabilities, or provisions for such liabilities, relating to any period or part period up to and including the Effective Time. The provision shall be calculated in accordance with all applicable Tax Law, in respect of:

- (A) any taxable period ending on or before the Effective Time; and
- (B) to the extent the taxable period relates to a period that straddles a tax year, then the liability or asset will be calculated based on the tax law and tax rates enacted or substantially enacted at Completion.

(b) Significant accounting policies

- (i) Trade debtors and other receivables will be stated at their face value (gross of GST), less any specific provision required to cover risk of bad or doubtful debts and amounts in dispute. Without double counting, a specific provision for bad and doubtful debts shall also be included in the Completion Accounts for 100% of any balances where the counterparty is in liquidation, receivership or administration (or similar) or where the debt has been placed into the hands of lawyers or collection agents for collection.
- (ii) There shall be (without double counting), an accrual or provision in the Completion Accounts for:
- (A) any unpaid ordinary course bonuses up to the Effective Time (included in Actual Working Capital). Bonus accruals in respect of bonus scheme periods which bridge the Completion Date shall be calculated on a pro-rata basis, based on the performance against the bonus target up to the Effective Time;
- (B) goods and services received prior to (and not paid for by) the Effective Time (included in Actual Working Capital);
- (C) costs accrued in the period up to the Effective Time including all costs relating to recognised product sales;
- (D) W&I Insurance Costs with respect to W&I Insurance Policy 2.
- (iii) The Completion Accounts will include provisions for all outstanding annual leave at the Effective Time, and will include an accrual for associated on costs (i.e. superannuation, payroll tax and workers' compensation).
- (iv) The calculation of the payroll liabilities must include all amounts payable or provided for in respect of employees at the Effective Time including payroll tax, bonuses, superannuation and any unpaid wages and salaries. For the avoidance of doubt, all liabilities including wages and salaries liabilities must be calculated on an accruals basis.

- (v) The Completion Accounts will include a provision for accrued commission liabilities in respect of employees and channel partners at the Effective Time.
- (vi) Notwithstanding any other provision of this Schedule 2, the Completion Accounts will exclude amounts in relation to the following:
  - (A) deferred tax assets and deferred tax liabilities;
  - (B) non-current assets such as property, plant and equipment, investments, and goodwill;
  - (C) capitalised borrowing costs, debt issue costs or loan arrangement fees;
  - (D) any balances owing between the Company and the Subsidiary, which shall be eliminated.

**Part B****1.1 Group Balance Sheet**

<b>Account description</b>	<b>Estimate (\$)</b>	<b>Amount as at the Effective Time (\$)</b>	<b>Mapping</b>
Cash on Hand	X	X	Net Debt
Bank Gtee Dep. Acc-122 Walker	X	X	Excluded
GoCardless	X	X	Net Debt
NAB Business Account #1177	X	X	Net Debt
NAB Business Account #2364	X	X	Net Debt
NAB Debit Card #9400	X	X	Net Debt
NAB Debit Card #9418	X	X	Net Debt
Stripe AUD	X	X	Net Debt
Westpac Debit Card #3001	X	X	Net Debt
Westpac Main Trading #3395	X	X	Net Debt
Westpac Term Deposit #9826	X	X	Net Debt
Accounts Receivable	X	X	NWC
Other Receivables	X	X	NWC
Deposits	X	X	NWC
Sundry Debtors	X	X	NWC
Accounting Services to be Provided	X	X	NWC
Income Tax Receivable	X	X	NWC
Prepayments	X	X	NWC
Computer Equipment	X	X	Excluded
Less Accumulated Depreciation on Computer Equipment	X	X	Excluded
Office Equipment	X	X	Excluded
Less Accumulated Depreciation on Office Equipment	X	X	Excluded
Amortisation of Branding, Website & Collateral	X	X	Excluded
Amortisation of Legal Fees	X	X	Excluded
Amortisation of Software Development	X	X	Excluded
Capitalised Branding, Website & Collateral	X	X	Excluded
Capitalised Legal Fees – Patent	X	X	Excluded
Capitalised Legal Fees - Privacy Statement & Other	X	X	Excluded
Capitalised Legal Fees – Trademark	X	X	Excluded
Capitalised Software Development Fees	X	X	Excluded
Capitalised Branding, Website & Collateral	X	X	Excluded
Amortisation of Software Development	X	X	Excluded
Capitalised Software Development Fees	X	X	Excluded
Accounts Payable	(X)	(X)	NWC
Other Payables	(X)	(X)	NWC
Sundry Creditors	(X)	(X)	NWC
Deferred Income Annual Subscription account	(X)	(X)	NWC
Deferred Income Annual Subscription account	(X)	(X)	NWC
Deferred Setup Revenue	(X)	(X)	NWC
Provision for Annual Leave	(X)	(X)	NWC
GST	(X)	(X)	NWC
PAYG Withholdings Payable	(X)	(X)	NWC
Payroll Tax Payable	(X)	(X)	NWC
Rounding	(X)	(X)	NWC
Superannuation Payable	(X)	(X)	NWC
Wages Payable – Payroll	(X)	(X)	NWC
Suspense	(X)	(X)	NWC
Shareholder Loans	(X)	(X)	Net Debt
<b>NET ASSETS</b>	<b>(X)</b>	<b>(X)</b>	

## 1.2 Form of Estimated Completion Accounts and Completion Accounts

<b>(\$000)</b>	<b>Estimate</b>	<b>At the Effective Time</b>
<b><u>Net working capital</u></b>		
Prepayments	40	X
Trade and other receivables	695	X
Trade and other payables	(200)	(X)
Unearned revenue	(2,100)	(X)
Employee entitlements	(335)	(X)
Other Current Liabilities	(100)	(X)
<b><u>Normalising items:</u></b>		
Excess annual leave	114	(X)
Commission payable	(64)	(X)
<b>Actual Working Capital (a)</b>	<b>(1,950)</b>	<b>(X)</b>
<b><u>Net Debt and debt-like items</u></b>		
Cash on balance sheet	1,102	X
Vendor Loan Amount	(1,158)	(X)
Excess Annual Leave	(114)	(X)
PWC Partnership Liability Amount	(351)	
Transaction Costs	(4,354)	(X)
W&I Insurance Policy 2	(103)	(X)
<b>Actual Net Debt (b)</b>	<b>(4,978)</b>	<b>(X)</b>
<b>Target Working Capital (c)</b>	<b>(1,421)</b>	<b>(1,421)</b>
<b>Completion Accounts Amount (d) = (a) + (b) - (c)</b>		<b>X/(X)</b>
<b>Estimated Completion Accounts Amount (e) = (a) + (b) - (c)</b>	<b>(5,507)</b>	
<b>Final Adjustment Amount = (d) - (e)</b>		<b>X/(X)</b>

## Schedule 8 – Intellectual Property Rights

### Part A – Trade marks

No.	TM No.	Trade mark	Owner/applicant	Classes of goods and services	Status
<b>Australia</b>					
1	1699770	EFTsure	EFTsure Pty Ltd	9, 35, 42	Registered: Registered/Protected Renewal due 12 June 2025
2	1864350	KYP	EFTsure Pty Ltd	9, 35, 42	Registered: Registered/Protected Renewal due 8 August 2027
3	2040621	KNOW YOUR PAYEE	EFTsure Pty Ltd	9, 35, 42	Published: Under Examination Acceptance due 1 January 2022.
<b>New Zealand</b>					
4	1033220	EFTsure	EFTsure Pty Ltd	9, 35, 42	
<b>International Trademarks</b>					
5	1 291 598	EFTsure	EFTsure Pty Ltd	9, 42, 45	Registered Renewal due 7 December 2025

**Part B – Patents**

No.	Application No.	Title	Owner/applicant	Inventor	Priority Date	Status
<b>Australia</b>						
1.	2015263828	Online Payment Authentication Method & System	EFTsure Pty Ltd	Mark Mervyn Chazan; Ian Mirels; Michael Kontorovich; David Kroser	18 May 2014	Lapsed - Divisional
2.	2021201156	Online Payment Authentication Method & System	EFTsure Pty Ltd	Mark Mervyn Chazan; Ian Mirels; Michael Kontorovich; David Kroser	18 May 2014	Pending – Exam requested
3.	2019336267	A system and process for the verification of data	Eftsure Pty Ltd	Mark Mervyn Chazan; Michael Kontorovich	4 September 2018	Filed
4.	2019211464	A vendor management system and method	Eftsure Pty Ltd	Mark Mervyn Chazan	23 January 2018	Filed
<b>European Patent Office</b>						
5.	15796378.6	Online Payment Authentication Method & System	Eftsure Pty Ltd	Mark Mervyn Chazan; Ian Mirels; Michael Kontorovich; David Kroser	18 May 2014	Application – Withdrawn
6.	19743653.8	A Vendor Management System and Method	Eftsure Pty Ltd	Mark Mervyn Chazan	23 January 2018	Filed
7.	19857188.7	A system and process for the verification of data	Eftsure Pty Ltd	Mark Mervyn Chazan; Michael Kontorovich	4 September 2018	Pending – Exam requested
<b>New Zealand</b>						
8.	726169	Online Payment Authentication Method & System	Eftsure Pty Ltd	Mark Mervyn Chazan; Ian Mirels; Michael Kontorovich; David Kroser	18 May 2014	Pending - Examination in Progress
9.	767294	A Vendor Management System and Method	Eftsure Pty Ltd	Mark Mervyn Chazan;	23 January 2018	Filed
10.	772891	A system and process for the verification of data	Eftsure Pty Ltd	Mark Mervyn Chazan; Michael Kontorovich;	4 September 2018	Pending
<b>South Africa</b>						
11.	2020/05075	A Vendor Management System and Method	Eftsure Pty Ltd	Mark Mervyn Chazan;	23 January 2018	Filed

No.	Application No.	Title	Owner/applicant	Inventor	Priority Date	Status
12.	2021/02224	A system and process for the verification of data	Eftsure Pty Ltd	Mark Mervyn Chazan; KONTOROVICH, Michael	4 September 2018	Filed
13.	2016/07929	Online Payment Authentication Method & System	Eftsure Pty Ltd	Mark Mervyn Chazan; Ian Mirels; Michael Kontorovich; David Kroser	18 March 2014	Granted
<b>United States of America</b>						
14.	16/963828	A Vendor Management System and Method	Eftsure Pty Ltd	Mark Mervyn Chazan;	23 January 2018	Filed
15.	17/273460	A system and process for the verification of data	Eftsure Pty Ltd	Mark Mervyn Chazan; KONTOROVICH, Michael	4 September 2018	Filed
<b>Hong Kong</b>						
16.	17109785.1	Online Payment Authentication Method & System	Eftsure Pty Ltd	Mark Mervyn Chazan; Ian Mirels; Michael Kontorovich; David Kroser	18 May 2015 "parents filing date"	HK Stage 1 Published

**Part C – Designs**

No registered designs.

**Part D – Domain names**

No.	Domain name	Owner/Registrant	Registrant contact	Registrar	Status
1	b2blink.net	Not disclosed	Not disclosed	GoDaddy.com	Redirect Expires 6 December 2021
2	b2blink.com.au	EFTsure Pty Ltd	Mark Chazan <a href="mailto:markc@eftsure.com.au">markc@eftsure.com.au</a>	GoDaddy.com	Redirect
3	b2b-link.com.au	EFTsure Pty Ltd	Mark Chazan <a href="mailto:markc@eteam.com.au">markc@eteam.com.au</a>	GoDaddy.com	Inactive
4	b2b-link.net	Not disclosed	Not disclosed	GoDaddy.com	Inactive Expires 1 September 2022
5	b2blink.net.au	EFTsure Pty Ltd	Mark Chazan <a href="mailto:markc@eteam.com.au">markc@eteam.com.au</a>	GoDaddy.com	Inactive
6	b2blink.org	Not disclosed	Not disclosed	GoDaddy.com	Redirect Expires 8 October 2022
7	b2b-link.org	Not disclosed	Not disclosed	GoDaddy.com	Inactive Expires 2 September 2022
8	confirmationofpayee.co.nz	EFTsure Pty Ltd	EFTsure Pty Ltd <a href="mailto:markc@eteam.com.au">markc@eteam.com.au</a>	Key-Systems GmbH	Inactive Expires 22 March 2022
9	confirmationofpayee.co.za	EFTsure Pty Ltd	Not disclosed	GoDaddy.com	Redirect Expires 22 March 2022
10	confirmationofpayee.com	Not disclosed	Not disclosed	GoDaddy.com	Redirect Expires 29 October 2023
11	confirmationofpayee.com.au	EFTsure Pty Ltd	Mark Chazan <a href="mailto:markc@eteam.com.au">markc@eteam.com.au</a>	GoDaddy.com	Redirect
12	cybercrimestoppers.co.nz	EFTsure Pty Ltd	EFTsure Pty Ltd <a href="mailto:markc@eteam.com.au">markc@eteam.com.au</a>	Key-Systems GmbH	Redirect Expires 8 October 2022
13	cybercrimestoppers.co.za	EFTsure Pty Ltd	Not disclosed	GoDaddy.com	Redirect Expires 8 October 2022
14	cybercrimestoppers.com	Not disclosed	Not disclosed	GoDaddy.com	Redirect Expires 18 July 2022
15	cybercrimestoppers.com.au	EFTsure Pty Ltd	Mark Chazan <a href="mailto:markc@eftsure.com.au">markc@eftsure.com.au</a>	GoDaddy.com	Redirect
16	cybercrimestoppers.org.uk	Not disclosed	Not disclosed	GoDaddy.com	Redirect Expires 9 October 2022
17	eftsecure.com.au	Ian Mirels (ABN 97 909 616 318)	Ian Mirels <a href="mailto:imirels@bigpond.net.au">imirels@bigpond.net.au</a>	GoDaddy.com	Redirect



No.	Domain name	Owner/Registrant	Registrant contact	Registrar	Status
18	eftshaw.com	Not disclosed	Not disclosed	GoDaddy.com	Redirect Expires 14 September 2022
19	eftshaw.com.au	EFTsure Pty Ltd	Mark Chazan <a href="mailto:markc@eftsure.com.au">markc@eftsure.com.au</a>	GoDaddy.com	Redirect
20	eftshore.com	Not disclosed	Not disclosed	GoDaddy.com	Inactive Expires 6 August 2022
21	eftshore.com.au	EFTsure Pty Ltd	Mark Chazan <a href="mailto:markc@etteam.com.au">markc@etteam.com.au</a>	GoDaddy.com	Redirect
22	eftsure.co.nz	Mark Chazan	Mark Chazan <a href="mailto:markc@etteam.com.au">markc@etteam.com.au</a>	Key-Systems GmbH	Redirect Expires 11 April 2022
23	eftsure.co.uk	Not disclosed	Not disclosed	GoDaddy.com	Redirect
24	eftsure.co.za	Not disclosed	Not disclosed	GoDaddy.com	Active Expires 10 April 2022
25	eftsure.com	Not disclosed	Not disclosed	GoDaddy.com	Redirect Expires 24 February 2022
26	eftsure.com.au	EFTsure Pty Ltd	Mark Chazan <a href="mailto:markc@eftsure.com.au">markc@eftsure.com.au</a>	GoDaddy.com	Active
27	eftsure.net.au	EFTsure Pty Ltd	Mark Chazan <a href="mailto:markc@etteam.com.au">markc@etteam.com.au</a>	GoDaddy.com	Redirect
28	eftsurelink.com	Not disclosed	Not disclosed	GoDaddy.com	Redirect Expires 24 January 2022
29	eftsure-my-sharepoint.com	Not disclosed	Not disclosed	GoDaddy.com	Inactive Expires 14 December 2021
30	jowataaccounts.com	Not disclosed	Not disclosed	GoDaddy.com	Redirect Expires 11 April 2022
31	knowyourpayee.co.uk	Not disclosed	Not disclosed	GoDaddy.com	Inactive Expires 29 January 2023
32	knowyourpayee.com	Not disclosed	Not disclosed	GoDaddy.com	Redirect Expires 11 April 2022
33	knowyourpayee.com.au	EFTsure Pty Ltd	Mark Chazan <a href="mailto:markc@etteam.com.au">markc@etteam.com.au</a>	GoDaddy.com	Redirect
34	linked2b.com	Not disclosed	Not disclosed	GoDaddy.com	Redirect Expires 19 January 2022
35	paymentprotection.com.au	EFTsure Pty Ltd	Mark Chazan <a href="mailto:markc@etteam.com.au">markc@etteam.com.au</a>	GoDaddy.com	Redirect

### Part E – Business names

No registered business names.

## **Part F – Copyright**

All copyright comprised in:

- a. the Proprietary Software including:
  - i. all past, current and under development releases, versions, updates, patches, interfaces, extensions, virtualisations and fixes and all documentation relating to such Software;
  - ii. all integrations, interfaces, configurations, and architecture documents; and
  - iii. all user guides, plans, schemas, designs and development records,but excluding the Licensed Intellectual Property and OSS comprised in, or used in connection with, the Proprietary Software.
- b. the Proprietary Database; and
- c. the Records.

**Part G – Developers**

## a. Employee Developers

#	Employee Name	Department / Role	Employer	Status
1	Denis Sazonov	Software Engineer	Eftsure Pty Ltd	Current
2	Anita Raoufian	Senior Software Developer	Eftsure Pty Ltd	Former
3	Ian Mirels	Business Development Director / Founder	Eftsure Pty Ltd	Current

## b. Contractor Developers

#	Contractor Name	Contract	Services	Contracting Company Group Member	Status
1	Andrei Dimitriu / My Online Presence (Pty) Ltd	My Online Presence Contract	Software Engineering	Eftsure Pty Ltd	Former
2	Louis van Schalkwyk / Bortive Trading CC	Bortive Contract	Software Engineering	Eftsure Pty Ltd	Current
3	Ashraf Vanker / Bortive Trading CC	Bortive Contract	Software Engineering	Eftsure Pty Ltd	Current
4	Sanele Nxasana / Bortive Trading CC	Bortive Contract	Software Engineering	Eftsure Pty Ltd	Current
5	Grant HasenBroek / Bortive Trading CC	Bortive Contract	Software Engineering	Eftsure Pty Ltd	Current
6	Brett Mostert / Bortive Trading CC	Bortive Contract	Software Engineering	Eftsure Pty Ltd	Current
7	Michael Kontorvich / eTeam	eTeam Resource Provision Contracts / eTeam POC MOU Contract	CEO / Solution Architect	Eftsure Pty Ltd	Current
8	Mark Chazan / eTeam	eTeam Resource Provision Contracts / eTeam POC MOU Contract	Chief Security Officer / Product Owner	Eftsure Pty Ltd	Current
9	Ian Mirels / Baruch	Baruch Resource Provision Contracts	Business Development Director	Eftsure Pty Ltd	Former

## Part H – Licensed Intellectual Property and OSS

### a. OSS Components

#	OSS component	OSS licence
1.	jquery.js	MIT
2.	jquery.mask.js	MIT
3.	jquery.validate.min.js	MIT
4.	jquery-ui/jquery-ui.min.js	MIT
5.	jquery-minicolors/jquery.minicolors.js	MIT
6.	jquery.sticky.js	MIT
7.	jquery-slimscroll/jquery.slimscroll.js	MIT
8.	jquery.blockui.min.js	MIT
9.	jquery-nestable/jquery.nestable.js	MIT
10.	js.cookie.js	MIT
11.	pace.min.js	MIT
12.	bootstrap/js/bootstrap.js	MIT
13.	bootstrap-contextmenu/bootstrap-contextmenu.js	MIT
14.	bootstrap-hover-dropdown/bootstrap-hover-dropdown.js	MIT
15.	bootstrap-switch/js/bootstrap-growl.js	MIT
16.	bootstrap-confirmation/bootstrap-confirmation.js	Apache 2.0
17.	bootstrap-datepicker/js/bootstrap-datepicker.js	Apache 2.0
18.	bootstrap-datetimepicker/js/bootstrap-datetimepicker.js	Apache 2.0
19.	bootstrap-timepicker/js/bootstrap-timepicker.js	Apache 2.0
20.	bootstrap-fileinput/bootstrap-fileinput.js	Apache 2.0
21.	bootstrap-switch/js/bootstrap-switch.js	Apache 2.0
22.	moment.js	MIT
23.	moment-timezone-with-data.js	MIT
24.	jszip.js	MIT
25.	xlsx.js	Apache 2.0
26.	ods.js	Apache 2.0

#	OSS component	OSS licence
27.	Blob.js	MIT
28.	FileSaver.js	MIT
29.	typeahead/handlebars.min.js	MIT
30.	fullcalendar/fullcalendar.js	MIT
31.	select2/js/select2.full.js	MIT
32.	jstree/dist/jstree.js	MIT
33.	quick-sidebar.min.js	MIT
34.	cropper/cropper.js	MIT
35.	crop/js/jcrop.js	MIT
36.	ladda/ladda.spin.min.js	MIT
37.	ladda/ladda.min.js	MIT
38.	datatable.js	MIT
39.	datatables/datatables.all.min.js	MIT
40.	datatables/plugins/bootstrap/datatables.bootstrap.js	MIT
41.	autosize.js	MIT
42.	showdown.min.js	MIT
43.	dropzone.js	MIT
44.	tooltipster.bundle.min.js	MIT
45.	Grpc.Core	Apache License 2.0
46.	Google.Cloud.Vision.V1	Apache License 2.0
47.	Grpc.Auth	Apache License 2.0
48.	Google.Apis.Auth	Apache License 2.0
49.	Google.Longrunning	Apache License 2.0
50.	Google.Apis.Core	Apache License 2.0
51.	Google.Apis	Apache License 2.0
52.	xunit.abstractions	Apache License 2.0
53.	xunit.assert	Apache License 2.0
54.	xunit.extensibility.core	Apache License 2.0

#	OSS component	OSS licence
55.	xunit.extensibility.execution	Apache License 2.0
56.	xunit.abstractions	Apache License 2.0
57.	xunit.assert	Apache License 2.0
58.	xunit.extensibility.core	Apache License 2.0
59.	xunit.extensibility.execution	Apache License 2.0
60.	xunit.runner.visualstudio	Apache License 2.0
61.	Castle.Core	Apache License 2.0
62.	xunit.abstractions	Apache License 2.0
63.	xunit.analyzers	Apache License 2.0
64.	xunit.assert	Apache License 2.0
65.	xunit.core	Apache License 2.0
66.	xunit.extensibility.core	Apache License 2.0
67.	xunit.extensibility.execution	Apache License 2.0
68.	xunit.runner.visualstudio	Apache License 2.0
69.	RestSharp	Apache License 2.0
70.	EntityFramework	Apache License 2.0
71.	FluentValidation	Apache License 2.0
72.	FluentValidation.Mvc5	Apache License 2.0
73.	FluentValidation.ValidatorAttribute	Apache License 2.0
74.	libphonenumber-csharp	Apache License 2.0
75.	Microsoft.Owin	Apache License 2.0
76.	Microsoft.Owin.Host.SystemWeb	Apache License 2.0
77.	Microsoft.Owin.Security	Apache License 2.0
78.	Microsoft.Owin.Security.Cookies	Apache License 2.0
79.	Microsoft.Owin.Security.OAuth	Apache License 2.0
80.	Microsoft.Owin.Security.OpenIdConnect	Apache License 2.0
81.	Owin	Apache License 2.0
82.	EntityFramework	Apache License 2.0

#	OSS component	OSS licence
83.	FluentValidation	Apache License 2.0
84.	FluentValidation.Mvc5	Apache License 2.0
85.	FluentValidation.ValidatorAttribute	Apache License 2.0
86.	EntityFramework	Apache License 2.0
87.	AWSSDK.Core	Apache License 2.0
88.	AWSSDK.S3	Apache License 2.0
89.	EntityFramework	Apache License 2.0
90.	Microsoft.Owin	Apache License 2.0
91.	Microsoft.Owin.Security	Apache License 2.0
92.	Microsoft.Owin.Security.Cookies	Apache License 2.0
93.	Microsoft.Owin.Security.OAuth	Apache License 2.0
94.	Owin	Apache License 2.0
95.	RestSharp	Apache License 2.0
96.	EntityFramework	Apache License 2.0
97.	EntityFramework	Apache License 2.0
98.	AWSSDK.Core	Apache License 2.0
99.	AWSSDK.SecretsManager	Apache License 2.0
100.	Microsoft.Owin	Apache License 2.0
101.	Microsoft.Owin.Host.SystemWeb	Apache License 2.0
102.	Owin	Apache License 2.0
103.	BuildBundlerMinifier	Apache License 2.0
104.	EntityFramework	Apache License 2.0
105.	FluentValidation	Apache License 2.0
106.	FluentValidation.Mvc5	Apache License 2.0
107.	FluentValidation.ValidatorAttribute	Apache License 2.0
108.	Google.Apis	Apache License 2.0
109.	Google.Apis.Auth	Apache License 2.0
110.	Google.Apis.Core	Apache License 2.0

#	OSS component	OSS licence
111.	Grpc.Auth	Apache License 2.0
112.	Grpc.Core	Apache License 2.0
113.	Microsoft.Owin	Apache License 2.0
114.	Microsoft.Owin.Host.SystemWeb	Apache License 2.0
115.	Microsoft.Owin.Security	Apache License 2.0
116.	Microsoft.Owin.Security.Cookies	Apache License 2.0
117.	Microsoft.Owin.Security.Jwt	Apache License 2.0
118.	Microsoft.Owin.Security.OAuth	Apache License 2.0
119.	Microsoft.Owin.Security.OpenIdConnect	Apache License 2.0
120.	Owin	Apache License 2.0
121.	System.Interactive.Async	Apache License 2.0
122.	System.Linq.Async	Apache License 2.0
123.	WebActivatorEx	Apache License 2.0
124.	Google.Protobuf	BSD
125.	Google.Api.CommonProtos	BSD
126.	Google.Protobuf	BSD
127.	NLog	BSD 3-Clause "New" or "Revised" License
128.	NLog.Config	BSD 3-Clause "New" or "Revised" License
129.	NLog.Schema	BSD 3-Clause "New" or "Revised" License
130.	HtmlRenderer.Core	BSD 3-Clause "New" or "Revised" License
131.	HtmlRenderer.PdfSharp	BSD 3-Clause "New" or "Revised" License
132.	NLog	BSD 3-Clause "New" or "Revised" License
133.	FluentScheduler	BSD 3-Clause "New" or "Revised" License
134.	HtmlRenderer.Core	BSD 3-Clause "New" or "Revised" License
135.	HtmlRenderer.PdfSharp	BSD 3-Clause "New" or "Revised" License
136.	NLog	BSD 3-Clause "New" or "Revised" License
137.	NLog.Config	BSD 3-Clause "New" or "Revised" License
138.	NLog.Schema	BSD 3-Clause "New" or "Revised" License



#	OSS component	OSS licence
139.	NLog.Web	BSD 3-Clause "New" or "Revised" License
140.	Google.Api.Gax.Grpc	BSD License
141.	Google.Api.CommonProtos	BSD License
142.	Google.Api.Gax	BSD License
143.	NSubstitute	BSD-3-Clause
144.	iTextSharp	GNU AFFERO GENERAL PUBLIC LICENSE
145.	iTextSharp	GNU Affero General Public License
146.	Microsoft.Bcl.AsyncInterfaces	MIT
147.	Newtonsoft.Json	MIT
148.	Newtonsoft.Json	MIT
149.	System.Runtime.CompilerServices.Unsafe	MIT
150.	System.Threading.Tasks.Extensions	MIT
151.	Microsoft.IdentityModel.Clients.ActiveDirectory	MIT
152.	Newtonsoft.Json	MIT
153.	System.ValueTuple	MIT
154.	Xero.API.SDK.Minimal	MIT
155.	JWT	MIT
156.	Microsoft.IdentityModel.Clients.ActiveDirectory	MIT
157.	Microsoft.IdentityModel.JsonWebTokens	MIT
158.	Microsoft.IdentityModel.Logging	MIT
159.	Microsoft.IdentityModel.Protocols	MIT
160.	Microsoft.IdentityModel.Protocols.OpenIdConnect	MIT
161.	Microsoft.IdentityModel.Tokens	MIT
162.	Newtonsoft.Json	MIT
163.	System.ComponentModel.Annotations	MIT
164.	System.IdentityModel.Tokens.Jwt	MIT
165.	System.ValueTuple	MIT
166.	Xero.API.SDK.Minimal	MIT

#	OSS component	OSS licence
167.	HtmlAgilityPack	MIT
168.	Newtonsoft.Json	MIT
169.	Autofac	MIT
170.	Autofac.Mvc5	MIT
171.	Newtonsoft.Json	MIT
172.	System.ComponentModel.Annotations	MIT
173.	Newtonsoft.Json	MIT
174.	JWT	MIT
175.	Newtonsoft.Json	MIT
176.	PDFsharp	MIT
177.	SSH.NET	MIT
178.	System.Runtime.CompilerServices.Unsafe	MIT
179.	System.Text.Encoding.CodePages	MIT
180.	System.ValueTuple	MIT
181.	Xero.API.SDK.Minimal	MIT
182.	Newtonsoft.Json	MIT
183.	Autofac	MIT
184.	Autofac.Mvc5	MIT
185.	Newtonsoft.Json	MIT
186.	Microsoft.IdentityModel.Clients.ActiveDirectory	MIT
187.	Newtonsoft.Json	MIT
188.	Xero.API.SDK.Minimal	MIT
189.	Autofac	MIT
190.	Autofac.Mvc5	MIT
191.	Microsoft.Bcl.AsyncInterfaces	MIT
192.	Microsoft.IdentityModel.Clients.ActiveDirectory	MIT
193.	Microsoft.IdentityModel.JsonWebTokens	MIT
194.	Microsoft.IdentityModel.Logging	MIT

#	OSS component	OSS licence
195.	Microsoft.IdentityModel.Protocols	MIT
196.	Microsoft.IdentityModel.Protocols.OpenIdConnect	MIT
197.	Microsoft.IdentityModel.Tokens	MIT
198.	Newtonsoft.Json	MIT
199.	PDFsharp	MIT
200.	System Buffers	MIT
201.	System.ComponentModel.Annotations	MIT
202.	System.IdentityModel.Tokens.Jwt	MIT
203.	System.Memory	MIT
204.	System.Numerics.Vectors	MIT
205.	System.Runtime.CompilerServices.Unsafe	MIT
206.	System.Threading.Tasks.Extensions	MIT
207.	System.ValueTuple	MIT
208.	Xero.API.SDK.Minimal	MIT
209.	Owin.Security.Saml	Mozilla Public License 2.0
210.	SAML2.Core	Mozilla Public License 2.0
211.	BouncyCastle	The Legion of the Bouncy Castle Inc
212.	BouncyCastle	The Legion of the Bouncy Castle Inc.
213.	Zlib.Portable.Signed	zlib license

## b. Commercial third party Software components

#	f component	CTP Contract	Use Case
1	HighCharts	HighSoft Contract	Multi-platform charting library used to ad interactive charts to web and mobile projects.
2	System.Runtime.Serialization.Primitives	Microsoft .NET Library Contract	Used in EftSureSupplierPortal.Models.
3	Microsoft.AspNet.Identity.Core	Microsoft .NET Library Contract	Used in EftSureSupplierPortal.UI.
4	Microsoft.AspNet.Identity.Owin	Microsoft .NET Library Contract	Used in EftSureSupplierPortal.UI.
5	Microsoft.AspNet.Mvc	Microsoft .NET Library Contract	Used in EftSureSupplierPortal.UI.
6	Microsoft.AspNet.Razor	Microsoft .NET Library Contract	Used in EftSureSupplierPortal.UI.
7	Microsoft.AspNet.WebApi	Microsoft .NET Library Contract	Used in EftSureSupplierPortal.UI.
8	Microsoft.AspNet.WebApi.Client	Microsoft .NET Library Contract	Used in EftSureSupplierPortal.UI.
9	Microsoft.AspNet.WebApi.Core	Microsoft .NET Library Contract	Used in EftSureSupplierPortal.UI.
10	Microsoft.AspNet.WebApi.WebHost	Microsoft .NET Library Contract	Used in EftSureSupplierPortal.UI.
11	Microsoft.AspNet.WebPages	Microsoft .NET Library Contract	Used in EftSureSupplierPortal.UI.
12	Microsoft.CodeDom.Providers.DotNetCompilerPlatform	Microsoft .NET Library Contract	Used in EftSureSupplierPortal.UI.
13	Microsoft.IdentityModel.Protocol.Extensions	Microsoft .NET Library Contract	Used in EftSureSupplierPortal.UI.
14	System.Collections.Concurrent	Microsoft .NET Library Contract	Used in EftSureSupplierPortal.UI.
15	System.ComponentModel.Primitives	Microsoft .NET Library Contract	Used in EftSureSupplierPortal.UI.
16	System.IO	Microsoft .NET Library Contract	Used in EftSureSupplierPortal.UI.
17	System.Net.Http	Microsoft .NET Library Contract	Used in EftSureSupplierPortal.UI.
18	System.Runtime	Microsoft .NET Library Contract	Used in EftSureSupplierPortal.UI.
19	System.Runtime.Serialization.Primitives	Microsoft .NET Library Contract	Used in EftSureSupplierPortal.UI.
20	System.Security.Cryptography.Algorithms	Microsoft .NET Library Contract	Used in EftSureSupplierPortal.UI.
21	System.Security.Cryptography.Encoding	Microsoft .NET Library Contract	Used in EftSureSupplierPortal.UI.
22	System.Security.Cryptography.Primitives	Microsoft .NET Library Contract	Used in EftSureSupplierPortal.UI.
23	System.Security.Cryptography.X509Certificates	Microsoft .NET Library Contract	Used in EftSureSupplierPortal.UI.
24	Microsoft.Office.Interop.Excel	Microsoft .NET Library Contract	Used in EftSureSupplierPortal.Services.
25	Microsoft.Office.Interop.PowerPoint	Microsoft .NET Library Contract	Used in EftSureSupplierPortal.Services.
26	Microsoft.Office.Interop.Word	Microsoft .NET Library Contract	Used in EftSureSupplierPortal.Services.
27	Microsoft.ReportingServices.ReportViewerControl.Winforms	Microsoft Report Viewer SQL Contract	Used in EftSureSupplierPortal.Services.

#	f component	CTP Contract	Use Case
28	Microsoft.SqlServer.Types	Microsoft System CRL Types SQL Contract	Used in EftSureSupplierPortal.Services.
29	Microsoft.Web.Infrastructure	Microsoft ASP.NET Contract	Used in EftSureSupplierPortal.UI.

## c. Third party APIs

#	API Integration	API Contract	Use Case
1	MOGO Plus	MOGO Plus Contract	Used to capture, analyse and structure unstructured data.
2	AddressFinder	Address Finder Contract	Used for address auto-completion.
3	CreditorWatch	Creditor Watch Contract (terminated by counterparty)	Used to check company information on Australian business.

## d. Corporate technology and software

#	Software name	Installed or SaaS	Use Case
1	Atlassian Jira	SaaS	internal collaboration, development process
2	Atlassian Confluence	SaaS	knowledge base, internal document store
3	Atlassian Bitbucket	SaaS	source control
4	Microsoft 365 / Windows	saas/installed	email/office suite/os
5	Sophos Intercept X Advanced	installed	antivirus
6	Sophos Intercept X Advanced for Server	installed	Antivirus software on the AWS Workspaces
7	Password State	installed	cloud password management
8	WhoisXML	SaaS	who is service
9	AddressFinder	SaaS	address finder service
10	IP Quality Score	SaaS	ip geo-location
11	Churnzero	SaaS	customer success management
12	Zendesk	SaaS	customer support
13	Aircall	SaaS	cloud call management
14	Mogoplus	SaaS	bank link service
15	HubSpot	SaaS	CRM
16	Duo	SaaS	Multi-factor authentication
17	Mandrill	SaaS	transactional email processing
18	Zoom	SaaS	video calling
19	Xero	SaaS	accounting

#	Software name	Installed or SaaS	Use Case
20	Microsoft SQL Server v12 (2014)	SaaS	AWS RDS
21	Windows Sever 2012 R2	SaaS	AWS
22	Ubuntu 16.04.7 LTS	SaaS	AWS
23	Java v8	installed	Dropwizard
24	Trend Micro	installed	antivirus
25	AWS client (for Chromebook and Windows),	installed	remote access
26	Receiptbank	SaaS	employee expenses management
27	DocuSign	SaaS	document management
28	LinkedIn	SaaS	Lead generation
29	Zoominfo	SaaS	Lead generation
30	Adobe Creative Cloud	installed	Marketing collateral creation

## Schedule 9 – Employees and Contractors

### Part A – Employees

Name	Function	Employment Basis	Date of Commencement	Notice of termination or payment in lieu of notice
Ajith Moolaplackel Thankachan	C&S	Full-time	4-Jan-21	4 weeks' notice
Alexandra Armati	C&S	Full-time	17-Apr-20	4 weeks' notice
Arabella Jones	CS&S Casuals	Casual	2-Nov-20	Not applicable
Brad Paikin	SDR	Full-time	18-Oct-21	4 weeks' notice
Chaya Feinberg	Marketing	Casual	1-Sep-20	Not applicable
Cheyenne Seagull	SDR	Full-time	23-Aug-21	4 weeks' notice
Daniel Hareb	Sales	Full-time	29-Jan-19	4 weeks' notice
Daniel Kontorovich	SDR	Casual	25-Jan-21	Not applicable
David Feinberg	SDR	Full-time	13-May-20	4 weeks' notice
Denis Sazonov	PD	Full-time	14-Jun-16	4 weeks' notice
Divya Chandrasekar	C&S	Full-time	15-Nov-21	4 weeks' notice
Eli Oshorov	Marketing	Full-time	5-Apr-21	4 weeks' notice
Gavin Levinsohn	Marketing	Full-time	15-Aug-18	4 weeks' notice
Geoffrey Grant	Security & Compliance	Full-time	16-Aug-21	4 weeks' notice
Harry Lalor	CS&S Casuals	Casual	1-Dec-19	Not applicable
Ian Mirels	G&A	Full-time	1-Nov-20	4 weeks' notice
Isabella Gibor	CS&S Casuals	Casual	27-Sep-21	Not applicable
Jarrod Stain	SDR	Full-time	23-Nov-20	4 weeks' notice
Joshua Philip Chazan	CS&S Casuals	Casual	14-Nov-18	Not applicable
Kim Lalor	C&S	Full-time	13-Nov-17	4 weeks' notice
Kirollos Mesiha	CS&S Casuals	Casual	14-Oct-20	Not applicable
Louis van Schalkwyk	PD	Full-time	17-Nov-21	4 weeks' notice
Marie Desiree Patricia Cheung-Chin	C&S	Full-time	5-Aug-19	4 weeks' notice
Mary Italiano	WA - Sales	Full-time	11-Jan-21	4 weeks' notice



Name	Function	Employment Basis	Date of Commencement	Notice of termination or payment in lieu of notice
Menachem Gestetner	SDR	Casual	7-Jul-21	Not applicable
Michelle Pooley	C&S	Full-time	9-Aug-21	4 weeks' notice
Millin Cariappa	C&S	Full-time	3-Apr-18	4 weeks' notice
Nazia Tasnim	SDR	Full-time	16-Aug-21	4 weeks' notice
Neeldert Dekker	Marketing	Full-time	3-Aug-20	4 weeks' notice
Nishant Chawla	C&S	Full-time	21-Sep-20	4 weeks' notice
Ritika Sharma	CS&S Casuals	Casual	15-Dec-20	Not applicable
Samantha Helen Chazan	C&S	Casual	14-Nov-18	Not applicable
Sewraj Boodhooa	C&S	Full-time	9-Aug-21	4 weeks' notice
Shayne Allen	SDR	Full-time	7-Sep-20	4 weeks' notice
Terrence Glick	SDR	Full-time	18-Oct-21	4 weeks' notice
Tony Traub	SDR	Full-time	5-Jul-21	4 weeks' notice
William Willcocks	QLD - Sales	Full-time	3-Jan-18	4 weeks' notice
Yi Guan Albert Xu	C&S	Full-time	14-Dec-20	4 weeks' notice

### Part B – Contractors

Name	Function	Date of commencement	Other benefits
Michael Kontorovich	Director	6-Mar-14	N/A
Mark Chazan	Director	6-Mar-14	N/A

## Schedule 10 - Escrow Release Terms

### 1 Release of Escrow Amounts

#### 1.1 Defined terms

In this Schedule 10:

**Adjustment Claim** means a Claim in respect of the Vendors' obligations under clause 4.7(b);

**Authorised Signatory** has the meaning given in the Escrow Deed.

**Deductible Claim** means the amount of any deductible payable in respect of a W&I Claim under the W&I Insurance Policies, up to a maximum of the Deductible Escrow Amount held from time to time in the Escrow Account;

**Escrow Termination Date** means the date which is 12 months after the Completion Date;

**Release Notice** means a notice to the Escrow Agent in the form set out in the schedule to the Escrow Deed and duly signed by the Vendors Representative and an Authorised Signatory of the Purchaser;

**Settled Claim** means any Deductible Claim in respect of which notice has been given by the Purchaser to the Vendors Representative before the Escrow Termination Date and which has been resolved by:

- (a) agreement in writing by the Vendors Representative and the Purchaser;
- (b) a W&I Insurer agreeing that a Claim is payable under a W&I Insurance Policy; or
- (c) a court of competent jurisdiction making a final award of damages, or a determination that no damages are payable, in respect of that Deductible Claim;

**Unsettled Claim** means any Claim under a W&I Insurance Policy in respect of which notice has been given by the Purchaser to the relevant W&I Insurer and which is not a Settled Claim;

**Unsettled Claim Amount** means an amount equal to the lower of:

- (a) Deductible Escrow Amount; and
- (b) the amount payable by the Vendors under clause 9.5 in respect of all Unsettled Claims;

#### 1.2 Release – Adjustment

On the Final Adjustment Payment Date, the Purchaser and Vendors Representative must deliver to the Escrow Agent a Release Notice requesting:

- (a) if clause 4.7(a) applies, the release to the Vendors of the Adjustment Escrow Amount; or
- (b) if clause 4.7(b) applies:
  - (i) the release to the Purchaser of an amount equal to the lesser of:
    - (A) the Adjustment Escrow Amount; and
    - (B) Final Adjustment Amount; and
  - (ii) the release to the Vendors of the balance (if any) of the Adjustment Escrow Amount.

**1.3 Interim Release – Deductible**

- (a) The Purchaser may from time to time up until the Escrow Termination Date deliver to the Vendors Representative a written notice of a Deductible Claim against the Vendors.
- (b) If the Purchaser delivers to the Vendors Representative a written notice of a Deductible Claim in accordance with paragraph 1.3(a) of this Schedule 10, then once the Deductible Claim becomes a Settled Claim, the Purchaser and Vendors Representative must deliver to the Escrow Agent a Release Notice requesting the release to the Purchaser of an amount equal to the lower of:
  - (i) the Deductible Escrow Amount; and
  - (ii) the amount due to the Purchaser in respect of the Deductible Claim.

**1.4 Final release: Deductible Escrow Amount**

If there are no Unsettled Claims on the Escrow Termination Date and the Deductible Escrow Amount is positive, the Purchaser and the Vendors Representative must deliver to the Escrow Agent within five Business Days after the Escrow Termination Date a Release Notice requesting the release to the Vendors of the Deductible Escrow Amount (less any amounts due to the Purchaser for a Settled Claim).

**1.5 Unsettled Claims**

- (a) If there is any Unsettled Claim on the Escrow Termination Date, the Purchaser and the Vendors must deliver to the Escrow Agent within five Business Days after the Escrow Termination Date a Release Notice requesting the release to the Vendors of the Escrow Amount less all Unsettled Claim Amounts.
- (b) If, after the Escrow Termination Date, an Unsettled Claim becomes a Settled Claim and a payment becomes due to the Purchaser in respect of that Settled Claim, then:
  - (i) the Purchaser and the Vendors Representative must deliver to the Escrow Agent within five Business Days after that Unsettled Claim becomes a Settled Claim a Release Notice requesting the release to the Purchaser of an amount equal to the lower of:
    - (A) the Escrow Amount; and
    - (B) the amount due to the Purchaser in respect of that Settled Claim; and
  - (ii) after that payment has been made by the Escrow Agent, the Purchaser and the Vendors Representative must deliver to the Escrow Agent within five Business Days after that payment has been made a Release Notice requesting the release to the Vendors of an amount (if any) equal to the Escrow Amount less all Unsettled Claim Amounts in respect of the other Unsettled Claims.
- (c) If, after Escrow Termination Date, an Unsettled Claim becomes a Settled Claim and no payment is due to the Purchaser in respect of that Unsettled Claim, the Purchaser and the Vendors must deliver to the Escrow Agent, within five Business Days after that Unsettled Claim became a Settled Claim, a Release Notice requesting the release to the Vendors of an amount (if any) equal to the Escrow Amount less all Unsettled Claim Amounts in respect of other Unsettled Claims.

## Schedule 11 – Material Contracts

No.	Material Contract	Description
<b>Customer Contracts</b>		
1.	Terms of Service	Template contract used to licence the Proprietary Software to customers of the Company.
2.	Bega Contract	The customer contract between Bega Cheese Limited and efsure Pty Ltd dated 1 July 2020 (Data Room document 05.03.03.01).
3.	7-Eleven Contract	The customer contract between 7-Eleven Stores Pty Ltd and efsure Pty Ltd dated 23 November 2018 (Data Room document 05.03.01.01).
4.	Built Holdings Contract	The customer contract between Built Holdings Pty Ltd and efsure Pty Ltd dated 1 July 2020 (Data Room document 05.03.05.01).
5.	PwC Contract	The customer contract between PwC Australia and efsure Pty Ltd dated 17 December 2020 (Data Room document 05.03.14.02).
6.	Coronado Contract	The customer contract between Coronado Global Resources Inc. and efsure Pty Ltd dated 22 February 2019 (Data Room document 05.03.06.01).
7.	Valmont Contract	The customer contract between Valmont Shared Services Australia New Zealand and efsure Pty Ltd dated 26 October 2020 (Data Room document 05.03.19.01).
8.	Meriton Contract	The customer contract between Meriton Group and efsure Pty Ltd dated 23 May 2019 (Data Room document 05.03.20.01).
9.	Regent Motors Contract	The customer contract between Regent Motors Pty Ltd and efsure Pty Ltd dated 21 December 2020 (Data Room document 05.03.21.04).
10.	Mineral Contract	Resources The customer contract between Mineral Resources Limited and efsure Pty Ltd dated 27 May 2019 (Data Room document 05.03.10.03).
11.	GenusPlus Contract	The customer contract between GenusPlus Group Ltd and efsure Pty Ltd dated 15 July 2021 (Data Room document 05.03.09.01).
12.	Kane Contract	Constructions The customer contract between Kane Constructions Pty Ltd and efsure Pty Ltd dated 21 June 2019 (Data Room document 05.03.21.06).
13.	Mission Australia Contract	The customer contract between Mission Australia and efsure Pty Ltd dated 28 November 2019 (Data Room documents 05.03.21.07 and 05.03.21.08).
14.	M&C Saatchi Contract	The customer contract between M&C Saatchi and efsure Pty Ltd dated 4 February 2019 (Data Room documents 05.03.21.02(a) and 05.03.21.02(b)).
15.	Costco Contract	The customer contract between Costco Wholesale Australia Pty Ltd and efsure Pty Ltd dated 31 August 2020 (Data Room document 05.03.07.01).
16.	Accolade Wines Contract	The customer contract between Accolade Wines and efsure Pty Ltd dated 14 May 2021 (Data Room document 05.03.21.01).
17.	BlueScope Contract	The customer contract between BlueScope Steel Limited and efsure Pty Ltd dated 21 September 2020 (Data Room documents 04.03.04.01 and 04.03.04.03).
18.	G8 Contract	The customer contract between G8 Education and efsure Pty Ltd dated 16 June 2021 (Data Room document 05.03.08.02 and 05.03.08.03).
19.	NBN Contract	The unexecuted customer contract nbn Co Limited and efsure Pty Ltd dated 18 June 2020 (Data Room folder 05.03.12).
20.	Northern Star Contract	The customer contract between Northern Star Resources Ltd and efsure Pty Ltd dated 27 June 2019 (Data Room document 05.03.21.09), and the unexecuted proposal between Northern Star Resources Ltd and efsure Pty Ltd (Data Room document 05.03.21.09).
21.	Publicis Contract	The customer contract between Publicis Media Australia Pty Ltd - PG Lion Resources and efsure Pty Ltd dated 14 January 2020 (Data Room document 05.03.13.01).
22.	St Vincent's Contract	The customer contract between St Vincent's Hospital Melbourne and efsure Pty Ltd dated 11 March 2020 (Data Room document 05.03.15.03)
23.	TfNSW Contract	The customer contract between Transport for NSW and efsure Pty Ltd dated 11 June 2021 (Data Room document 05.03.21.10), and the unexecuted proposal between Transport for NSW and efsure Pty Ltd (05.03.21.10).

No.	Material Contract	Description
24.	VDET Contract	The customer contract between the Victorian Department of Education and Training and efsure Pty Ltd dated 17 June 2020 (Data Room document 05.03.17.02) and the unexecuted proposal between the Victorian Department of Education and Training and efsure Pty Ltd (Data Room document 05.03.17.01).
25.	Veolia Contract	The customer contract between Veolia Environmental Services (Australia) Pty Ltd and efsure Pty Ltd dated 15 April 2020 (Data Room folder 05.03.16.02).
26.	WADC Contract	The Advice of Acceptance of Offer and attachment dated 22 June 2020 (Data Room document 05.03.18.04 and 05.03.18.06) between the Government of Western Australia Department of Communities and efsure Pty Ltd, as well as other documents contained in Data Room folder 05.03.18.
27.	Austin Health Contract	The customer contract between Austin Health and efsure Pty Ltd dated 23 December 2020 (Data Room document 05.03.02.01).
28.	Stockland Contract	The customer contract between Stockland and efsure Pty Ltd dated 21 April 2021 (Data Room document 05.03.21.05).
29.	Monash Health Contract	The customer contract between Monash Health and efsure Pty Ltd dated 4 April 2019 (Data Room document 05.03.11.02).
30.	South 32 Contract	The unexecuted customer contract between South 32 and efsure Pty Ltd (Data Room document 05.03.21.11).
<b>Hosting Contract</b>		
31.	AWS Contract	The AWS Customer Agreement with Amazon Web Services, Inc. dated 17 September 2021 (accessed online at <a href="https://aws.amazon.com/agreement/">https://aws.amazon.com/agreement/</a> ).
<b>CTP Contracts</b>		
32.	HighSoft Contract	The Standard License Agreement 13.0 published by Highsoft AS (accessed online at <a href="https://origin2.cdn.componentsource.com/sites/default/files/resources/highsoft/760386/highsoft-standard-license-agreement-13.0.pdf">https://origin2.cdn.componentsource.com/sites/default/files/resources/highsoft/760386/highsoft-standard-license-agreement-13.0.pdf</a> ) and the Licence Statement (Data Room document 8.3.8).
33.	Microsoft .NET Library Contract	The contract at <a href="https://www.microsoft.com/web/webpi/eula/net_library_eula_ENU.html">https://www.microsoft.com/web/webpi/eula/net_library_eula_ENU.html</a> .
34.	Microsoft Report Viewer SQL Contract	The contract at <a href="https://go.microsoft.com/fwlink/?LinkId=826162">https://go.microsoft.com/fwlink/?LinkId=826162</a> .
35.	Microsoft ASP.NET Contract	The contract at <a href="https://www.microsoft.com/web/webpi/eula/aspnetmvc3update-eula.htm">https://www.microsoft.com/web/webpi/eula/aspnetmvc3update-eula.htm</a> .
36.	Microsoft System Types SQL Contract	The contract at <a href="https://go.microsoft.com/fwlink/?linkid=842810">https://go.microsoft.com/fwlink/?linkid=842810</a> .
<b>API Contracts</b>		
37.	MOGO Plus Contract	The Master Services Agreement between Mogo Holdings Pty Limited and the Company dated 22 September 2021 (Data Room document 10.3.1).
38.	Address Finder Contract	The PO issued by AddressFinder Pty Limited dated 30 September 2021 (Data Room document 8.3.6), subject to the Online T&Cs (accessed online at <a href="https://addressfinder.com.au/legal/terms/">https://addressfinder.com.au/legal/terms/</a> ).
39.	Creditor Watch Contract	The PO issued by Creditor Watch Pty Ltd dated 30 September 2021 (Data Room document 8.3.5), subject to the Online T&Cs (accessed online at <a href="https://creditorwatch.com.au/terms/">https://creditorwatch.com.au/terms/</a> ).
<b>Business Support Contracts</b>		
40.	Zendesk Contract	The PO issued by Zendesk Inc. dated 29 November 2020 (Data Room document 10.8.1), subject to the online T&Cs (accessed online at <a href="https://www.zendesk.com/company/agreements-and-terms/master-subscription-agreement/">https://www.zendesk.com/company/agreements-and-terms/master-subscription-agreement/</a> ).
41.	ChurnZero Contract	The PO issued by ChurnZero, Inc. dated 22 December 2020 (Data Room document 10.7.1), subject to the online T&Cs (accessed online at <a href="https://churnzero.net/terms-and-conditions/">https://churnzero.net/terms-and-conditions/</a> ).
42.	Hubspot Contract	The HubSpot Customer Terms of Service issued by HubSpot, Inc. (accessed online at <a href="https://legal.hubspot.com/terms-of-service">https://legal.hubspot.com/terms-of-service</a> ).
43.	Distribution Contract	The Distribution Agreement between the Company and EFTsure South Africa (Pty) Ltd (Data Room document 10.2.1).

**Executed** as a deed

**Executed by Vector BidCo Pty Ltd** in accordance with Section 127 of the *Corporations Act 2001 (Cth)*

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Name of director (print)

\_\_\_\_\_  
Name of director (print)

**Executed by Vector Holdco Pty Ltd** in accordance with Section 127 of the *Corporations Act 2001 (Cth)*

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Name of director (print)

\_\_\_\_\_  
Name of director (print)

**Executed by Level Equity Growth Partners V, L.P.** by:

By: Level Equity Partners V (GP), L.P.  
Its: General Partner

By: Level Equity Associates V, LLC  
Its: General Partner

By: \_\_\_\_\_  
Name:  
Title:

**Executed by Trinity Lane Capital LLC** by its duly authorised representative:

\_\_\_\_\_  
Salil S. Pitroda  
Managing Member

**Vendors**

**Executed** as a deed by **Ronari Pty Ltd ACN 003 330 738 as trustee for the Ronari Superannuation Fund** in accordance with section 127 of the *Corporations Act 2001* (Cth):

DocuSigned by:  
*Michael Kontorvich*  
1BE89DE6964A40F...  
Director

Michael Kontorvich

Name of Director  
BLOCK LETTERS

DocuSigned by:  
*Irit Markus*  
60B9D4FDEBDA475...  
\*Director/\*Company Secretary

Irit Markus

Name of \*Director/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

**Executed** as a deed by **K Dynamics Pty. Limited ACN 079 408 478 as trustee for Kroser Family Trust** in accordance with section 127 of the *Corporations Act 2001* (Cth):

DocuSigned by:  
*David Alan Kroser*  
07AB0479EF234B9...  
Director

David Alan Kroser

Name of Director  
BLOCK LETTERS

DocuSigned by:  
*Andrea Lyn Kroser*  
568F69C2C69C4BF...  
\*Director/\*Company Secretary

Andrea Lyn Kroser

Name of \*Director/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

**Executed** as a deed by **JN Lenga Family Super Fund Pty Ltd (ACN 605 977 428) as trustee for JN Lenga Superannuation Fund** in accordance with section 127 of the *Corporations Act 2001* (Cth):

DocuSigned by:  
*Jason Sonny Lenga*  
FEAC1BC46C25404...  
Director

Jason Sonny Lenga

Name of Director  
BLOCK LETTERS

DocuSigned by:  
*Naomi Lenga*  
909D30A88B6F46A...  
\*Director/\*Company Secretary

Naomi Lenga

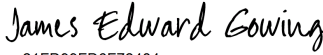
Name of \*Director/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

**Executed** as a deed by **Gowing Bros Ltd ACN 000 010 471** in accordance with section 127 of the *Corporations Act 2001* (Cth):

DocuSigned by:  
  
011C9B5066874BE...  
Director

John Edward Gowing


Name of Director  
BLOCK LETTERS

DocuSigned by:  
  
24FD99FD6F72484...  
\*Director/\*Company Secretary

James Edward Gowing

Name of \*Director/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

**Signed, sealed and delivered by Barry Fine** in the presence of:

DocuSigned by:  
  
B1974FD93F19497...  
Witness signature

Gavin Jacobson

Name of witness  
BLOCK LETTERS

DocuSigned by:  
  
4B944B7EAE2F4AC...  
Barry Fine

**Executed** as a deed by **Warwick Pty. Limited ACN 008 391 008** in accordance with section 127 of the *Corporations Act 2001* (Cth):

DocuSigned by:  
  
011C9B5066874BE...  
Director

John Edward Gowing

Name of Director  
BLOCK LETTERS

\*Director/\*Company Secretary


Name of \*Director/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

**Executed** as a deed by **Dannic Super Pty Ltd (ACN 608 372 149) as trustee for Dannic Super Fund** in accordance with section 127 of the *Corporations Act 2001* (Cth):

DocuSigned by:  
  
9DEB9C9ED570417...  
Director

Dan Ivan Katz

Name of Director  
BLOCK LETTERS


DocuSigned by:  
  
F018B6BC41D7410...  
\*Director/\*Company Secretary

Nicole Beverley Katz

Name of \*Director/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate




**Executed as a deed by Chazfam Pty Ltd ACN 103 784 210 as trustee for Chazan Family Trust** in accordance with section 127 of the *Corporations Act 2001* (Cth):

DocuSigned by:  
  
82C6287EFBDD4F9...  
Director

Karen Chazan

Name of Director  
BLOCK LETTERS

DocuSigned by:  
  
25FE87BC23DF48E...  
\*Director/\*Company Secretary

MARK CHAZAN

Name of \*Director/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

**Executed as a deed by The Wise Guys Australia Pty Ltd ACN 162 645 141 as trustee for The Flax Superannuation Fund** in accordance with the section 127 of the *Corporations Act 2001* (Cth):

DocuSigned by:  
  
9A99CCA36FCE48D...  
Director

Any Flax

Name of Director  
BLOCK LETTERS

DocuSigned by:  
  
76389C044FF64FB...  
\*Director/\*Company Secretary

Clive Flax

Name of \*Director/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

**Executed as a deed by ELRAY Australia Pty Ltd ACN 078 355 656 as trustee for the ELRAY Discretionary Trust ABN 32 224 130 225)** in accordance with section 127 of the *Corporations Act 2001* (Cth):

DocuSigned by:  
  
31E8DA9F245A45D...  
Director

Raymond Sacks

Name of Director  
BLOCK LETTERS

DocuSigned by:  
  
A6DAE9B2EC02472...  
\*Director/\*Company Secretary

Elana Michele Sacks

Name of \*Director/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

**Executed** as a deed by **ELRAY Australia Pty Ltd (ACN 078 355 656)** as trustee for the **ELRAY Superannuation Fund** in accordance with section 127 of the *Corporations Act 2001* (Cth):

DocuSigned by:  
*Raymond Sacks*  
31E8DA9F245A45D...  
Director

Raymond Sacks  
Name of Director  
BLOCK LETTERS

**Executed** as a deed by **Camask Pty Ltd (ACN 103 708 701)** as trustee for **Allen Investment Trust** in accordance with section 127 of the *Corporations Act 2001* (Cth):

DocuSigned by:  
*Sophie Allen*  
8D6303CB91AB4AC...  
Director

Sophie Allen  
Name of Director  
BLOCK LETTERS

**Executed** as a deed by **MPC Funds Management Pty Limited ACN 154 210 018** as the **General Partner of Our Innovation Fund VCMP, LP** in accordance with section 127 of the *Corporations Act 2001* (Cth):

DocuSigned by:  
*[Signature]*  
CF7FD0C81EA0433...  
Director

Gerald Stesel  
Name of Director  
BLOCK LETTERS

DocuSigned by:  
*E m Sacks*  
A6BAE9B2EC82472...  
\*Director/\*Company Secretary

Elna Michele Sacks  
Name of \*Director/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

\*Director/\*Company Secretary

Name of \*Director/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

DocuSigned by:  
*Laurence Anton Schwartz*  
87CADD884C394D0...  
\*Director/\*Company Secretary

Laurence Anton Schwartz  
Name of \*Director/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

**Signed, sealed and delivered by  
Darryl Dorfan** in the presence of:

DocuSigned by:  
*Darryl Dorfan*  
F039290638EB49C...  
Darryl Dorfan

DocuSigned by:  
*Daniel Bos*  
7923D1C4779D4F3...  
Witness signature

Daniel Bos  
Name of witness  
BLOCK LETTERS

**Signed, sealed and delivered by  
Belinda Dorfan** in the presence of:

DocuSigned by:  
*Belinda Dorfan*  
50665BECE7314FF...  
Belinda Dorfan

DocuSigned by:  
*Daniel Bos*  
7923D1C4779D4F3...  
Witness signature

Daniel Bos  
Name of witness  
BLOCK LETTERS

**Executed as a deed by DLD Pty Ltd ACN 163  
983 364 as trustee for DLD Family Trust** in  
accordance with section 127 of the  
*Corporations Act 2001* (Cth):

DocuSigned by:  
*Michael Gottlieb*  
9EECF24BA0A24A0...  
Director

Michael Gottlieb  
Name of Director  
BLOCK LETTERS

\_\_\_\_\_  
\*Director/\*Company Secretary

\_\_\_\_\_  
Name of \*Director/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

**Executed** as a deed by **Really Good Investments Pty Ltd ACN 609 200 339** in accordance with section 127 of the *Corporations Act 2001* (Cth):

DocuSigned by:

*Simon Powell James*

39E0CF446D4C40D...

Director

Simon Powell James

Name of Director  
BLOCK LETTERS

DocuSigned by:

*Sven Anthony Fittler*

E3254C47EB8C4DA...

\*Director/\*Company Secretary

Sven Anthony Fittler

Name of \*Director/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

**Executed** as a deed by **Really Good Investments Pty Ltd ACN 609 200 339** as trustee for the MJ Administration Trust in accordance with section 127 of the *Corporations Act 2001* (Cth):

DocuSigned by:

*Simon Powell James*

39E0CF446D4C40D...

Director

Simon Powell James

Name of Director  
BLOCK LETTERS

DocuSigned by:

*Sven Anthony Fittler*

E3254C47EB8C4DA...

\*Director/\*Company Secretary

Sven Anthony Fittler

Name of \*Director/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

**Executed** as a deed by **Five Star Investor Group Pty Limited ACN 165 007 223** as trustee for **Five Star Investor Group Unit Trust** in accordance with section 127 of the *Corporations Act 2001* (Cth):

DocuSigned by:

*Michael Kontorvich*

18E80DE6964A40F...

Director

Michael Kontorvich

Name of Director  
BLOCK LETTERS

DocuSigned by:

*MARK CHAZAN*

26FE87BC23DF48E...

\*Director/\*Company Secretary

MARK CHAZAN

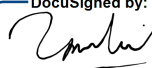
Name of \*Director/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

**Executed as a deed by La'Bui Assets Pty Ltd  
ACN 617 428 707 as trustee for Nghia La  
Superannuation Fund La'Bui Assets in  
accordance with section 127 of the  
Corporations Act 2001 (Cth):**

DocuSigned by:  
  
2BC58C514779437...  
Director

Nghia La


Name of Director  
BLOCK LETTERS

DocuSigned by:  
  
2AA11F8D9CB4494...  
\*Director/\*Company Secretary

Thanh Lam Bui

Name of \*Director/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

**Executed as a deed by LDHI Pty Ltd ACN 123  
055 210 as trustee for The Ian Mirels Family  
Trust in accordance with section 127 of the  
Corporations Act 2001 (Cth):**

DocuSigned by:  
  
19DE001B62FE4D2...  
Director

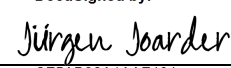
Ian Mirels

Name of Director  
BLOCK LETTERS

\*Director/\*Company Secretary

Name of \*Director/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

**Executed as a deed by Maxtrid Pty Ltd ACN  
103 784 201 as trustee for Joarder Family  
Trust in accordance with section 127 of the  
Corporations Act 2001 (Cth):**

DocuSigned by:  
  
CF5AB32A1AAF464...  
Director

Jürgen Joarder

Name of Director  
BLOCK LETTERS

DocuSigned by:  
  
46D8807A514D473...  
\*Director/\*Company Secretary

Maree Norma Byrne

Name of \*Director/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

**Signed, sealed and delivered by Daniel Hareb** in the presence of:

DocuSigned by:  
*Daniel Hareb*  
014350411FE04FA...  
Daniel Hareb

DocuSigned by:  
*Daniel Bos*  
7923D1C4779D4F3...  
Witness signature

Daniel Bos

Name of witness  
BLOCK LETTERS

**Signed, sealed and delivered by Edward William Eliff** in the presence of:

DocuSigned by:  
*Edward William Eliff*  
DAA275E3D00C4B3...  
Edward William Eliff

DocuSigned by:  
*Gavin Jacobson*  
B1974EB93F48407...  
Witness signature

Gavin Jacobson

Name of witness  
BLOCK LETTERS

**Executed as a deed by Jormel Pty. Limited ACN 106 464 420 as trustee for the Jormel Superannuation Fund** in accordance with section 127 of the *Corporations Act 2001* (Cth):

DocuSigned by:  
*Simon David Jacobson*  
6DF39AE2084A4DF...  
Director

Simon David Jacobson

Name of Director  
BLOCK LETTERS

DocuSigned by:  
*Melanie Jacobson*  
150F1234210E427...  
\*Director/\*Company Secretary

Melanie Jacobson

Name of \*Director/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

**Executed as a deed by Jakleyon Pty Limited ACN 103 784 274 as trustee for Reyburn Family Trust** in accordance with section 127 of the *Corporations Act 2001* (Cth):

DocuSigned by:  
*Colin John Reyburn*  
250C098AACAD468...  
Director

Colin John Reyburn

Name of Director  
BLOCK LETTERS

DocuSigned by:  
*Sharon Dawn Reyburn*  
EB0FEB289CC9489...  
\*Director/\*Company Secretary

Sharon Dawn Reyburn

Name of \*Director/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

**Executed as a deed by Degania Bet Pty Ltd (ACN 168 692 484) as trustee for Rosewood Trust** in accordance with section 127 of the *Corporations Act 2001* (Cth):

DocuSigned by:  
*Simon David Jacobson*  
8DF39AE2084A4DF...  
Director

Simon David Jacobson  
Name of Director  
BLOCK LETTERS

DocuSigned by:  
*Melanie Jacobson*  
150F1234210E427...  
\*Director/\*Company Secretary

Melanie Jacobson  
Name of \*Director/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

**Executed as a deed by RC Pillemer Pty Ltd (ACN 099 911 510) as trustee for RC Pillemer Family Trust** in accordance with section 127 of the *Corporations Act 2001* (Cth):

DocuSigned by:  
*[Signature]*  
EE3E785502FD4A4...  
Director

Russel Craig Pillemer  
Name of Director  
BLOCK LETTERS

\*Director/\*Company Secretary

Name of \*Director/\*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

**Signed, sealed and delivered by Russel Pillemer** in the presence of:

DocuSigned by:  
*Gavin Jacobson*  
B4074FB93F18407...  
Witness signature

Gavin Jacobson  
Name of witness  
BLOCK LETTERS

DocuSigned by:  
*[Signature]*  
EE3E785502FD4A4...  
Russel Pillemer

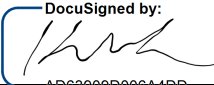
**Signed, sealed and delivered by Denis Sazonov** in the presence of:

DocuSigned by:  
*Daniel Bos*  
7823D1C4779D4F3...  
Witness signature

Daniel Bos  
Name of witness  
BLOCK LETTERS

DocuSigned by:  
*Denis Sazonov*  
6AAA424A8A324AB...  
Denis Sazonov

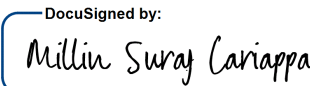
**Signed, sealed and delivered by  
Kim Lalor** in the presence of:

DocuSigned by:  
  
AP63909D806A4DD...  
Kim Lalor

DocuSigned by:  
  
7923D1C4779D4F3...  
Witness signature

Daniel Bos  
Name of witness  
BLOCK LETTERS

**Signed, sealed and delivered by  
Millin Suraj Cariappa** in the presence of:

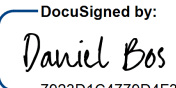
DocuSigned by:  
  
A871324038D5857...  
Millin Suraj Cariappa

DocuSigned by:  
  
7923D1C4779D4F3...  
Witness signature

Daniel Bos  
Name of witness  
BLOCK LETTERS


**Signed, sealed and delivered by  
Patricia Cheung Chin** in the presence of:

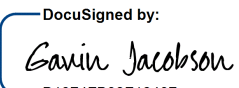
DocuSigned by:  
  
0C97272525C8431...  
Patricia Cheung Chin

DocuSigned by:  
  
7923D1C4779D4E3...  
Witness signature

Daniel Bos  
Name of witness  
BLOCK LETTERS

**Signed, sealed and delivered by  
Stephen Allen** in the presence of:

DocuSigned by:  
  
529841748CE94C6...  
Stephen Allen

DocuSigned by:  
  
B1974FB93F10407...  
Witness signature

Gavin Jacobson  
Name of witness  
BLOCK LETTERS



**Signed, sealed and delivered by  
Gavin Levinsohn** in the presence of:

DocuSigned by:  
*Gavin Levinsohn*  
BF060937400B4C2...  
Gavin Levinsohn

DocuSigned by:  
*Gavin Jacobson*  
B1974FB93F18407...  
Witness signature

Gavin Jacobson  
Name of witness  
BLOCK LETTERS

**Covenantors**

**Signed, sealed and delivered by  
Mark Chazan** in the presence of:

DocuSigned by:  
*Mark Chazan*  
25FE87BC23DF48E...  
Mark Chazan

DocuSigned by:  
*Gavin Jacobson*  
B1974FB93F18407...  
Witness signature

Gavin Jacobson  
Name of witness  
BLOCK LETTERS

**Signed, sealed and delivered by  
Michael Kontorovich** in the presence of:

DocuSigned by:  
*Michael Kontorovich*  
1BE80DE6904A40F...  
Michael Kontorovich

DocuSigned by:  
*Gavin Jacobson*  
B1974FB93F18407...  
Witness signature

Gavin Jacobson  
Name of witness  
BLOCK LETTERS

**Signed, sealed and delivered by  
Ian Mirels** in the presence of:

DocuSigned by:  
*Ian Mirels*  
42DE001D62FE4D2...  
Ian Mirels

DocuSigned by:  
*Gavin Jacobson*  
B1974FB93F18407...  
Witness signature

Gavin Jacobson  
Name of witness  
BLOCK LETTERS

**Signed, sealed and delivered by  
David Kroser** in the presence of:

DocuSigned by:  
*David Alan Kroser*  
07AB0479EF234B9...  
David Kroser

DocuSigned by:  
*Daniel Bos*  
7923D1C4779D4F3...  
Witness signature

Daniel Bos  
Name of witness  
BLOCK LETTERS

**Signed, sealed and delivered by  
Jason Lenga** in the presence of:

DocuSigned by:  
*Jason Sonny Lenga*  
FEAC1BC4BC29464...  
Jason Lenga

DocuSigned by:  
*Daniel Bos*  
7923D1C4779D4F3...  
Witness signature

Daniel Bos  
Name of witness  
BLOCK LETTERS

**Signed, sealed and delivered by  
Dan Katz** in the presence of:

DocuSigned by:  
*Dan Katz*  
9DEF0C0ED570417...  
Dan Katz

DocuSigned by:  
*Daniel Bos*  
7923D1C4779D4F3...  
Witness signature

Daniel Bos  
Name of witness  
BLOCK LETTERS

**Signed, sealed and delivered by  
Clive Flax** in the presence of:

DocuSigned by:  
*Clive Flax*  
78382C044FF04FB...  
Clive Flax

DocuSigned by:  
*Daniel Bos*  
7923D1C4779D4F3...  
Witness signature

Daniel Bos  
Name of witness  
BLOCK LETTERS

**Signed, sealed and delivered by Raymond Sacks** in the presence of:

DocuSigned by:  
*Raymond Sacks*  
31E8DA9F245A45D...  
Raymond Sacks

DocuSigned by:  
*Daniel Bos*  
7923D1C4779D4F3...  
Witness signature

Daniel Bos

Name of witness  
BLOCK LETTERS

**Signed, sealed and delivered by Sophie Allen** in the presence of:

DocuSigned by:  
*Sophie Allen*  
6D6303CB91AB4AC...  
Sophie Allen

DocuSigned by:  
*Daniel Bos*  
7923D1C4779D4F3...  
Witness signature

Daniel Bos

Name of witness  
BLOCK LETTERS

**Signed, sealed and delivered by Michael Gottlieb** in the presence of:

DocuSigned by:  
*Michael Gottlieb*  
9EECF24BA0A274A6...  
Michael Gottlieb

DocuSigned by:  
*Daniel Bos*  
7923D1C4779D4F3...  
Witness signature

Daniel Bos

Name of witness  
BLOCK LETTERS

**Signed, sealed and delivered by Nghia La** in the presence of:

DocuSigned by:  
*Nghia La*  
28C58C544770437...  
Nghia La

DocuSigned by:  
*Daniel Bos*  
7923D1C4779D4F3...  
Witness signature

Daniel Bos

Name of witness  
BLOCK LETTERS

**Signed, sealed and delivered by  
Jurgen Joarder** in the presence of:

DocuSigned by:  
*Jurgen Joarder*  
CF5AB32A1AAAF464...  
Jurgen Joarder

DocuSigned by:  
*Daniel Bos*  
7923D1C4779D4F3...  
Witness signature

Daniel Bos

Name of witness  
BLOCK LETTERS

**Signed, sealed and delivered by  
Simon David Jacobson** in the presence of:

DocuSigned by:  
*Simon David Jacobson*  
6DF39AE2084A4DF...  
Simon David Jacobsen

DocuSigned by:  
*Daniel Bos*  
7923D1C4779D4F3...  
Witness signature

Daniel Bos

Name of witness  
BLOCK LETTERS

**Signed, sealed and delivered by  
Colin Reyburn** in the presence of:

DocuSigned by:  
*Colin John Reyburn*  
250C098AACAD468...  
Colin Reyburn

DocuSigned by:  
*Daniel Bos*  
7923D1C4779D4F3...  
Witness signature

Daniel Bos

Name of witness

**Annexure A**  
**Disclosure Materials**

Number	Document	Type
	<b>Document index</b>	
<b>01</b>	<b>Sale Process Materials</b>	<b>Main Folder</b>
01.01	Project Vector - Information Memorandum	Document
01.02	Eftsure Promo Explainer (2019)	Document
01.03	Eftsure Check Who You're Paying (2020)	Document
01.04	Eftsure Explainer (2021)	Document
<b>02</b>	<b>Corporate</b>	<b>Main Folder</b>
<b>02.01</b>	<b>Corporate Docs and Registrations</b>	Folder
<b>02.01.01</b>	<b>Australia</b>	Folder
02.01.01.01	Eftsure Company Registration and Constitution	Document
02.01.01.02	Eftsure ABN Registration	Document
02.01.01.03	Eftsure GST and PAYG Registration (Feb 2015)	Document
<b>02.01.02</b>	<b>United Kingdom</b>	Folder
02.01.02.01	Incorporation Certificate	Document
02.01.02.02	Share Certificate and Minutes	Document
02.01.02.03	Company Secretarial Services	Document
02.01.02.04	Company Return Lodgement March 21	Document
<b>02.02</b>	<b>Capitalisation Table</b>	Folder
02.02.01	Eftsure Cap Table	Document
02.02.01a	Eftsure Cap Table (Updated)	Document
02.02.02	ESOP Details (Sep '21)	Document
02.02.03	Eftsure Pty Ltd - Register of Members	Document
02.02.04	ESOP Details (Sep '21) (with Vesting Details) vF	Document
02.02.05	Cap Table & ESOP Details Combined Workbook	Document
02.02.06	Form 492	Document
02.02.07	Register of Members	Document
02.02.08	Really Good Investments Pty Ltd - Beneficial Owners	Document
<b>02.03</b>	<b>Shareholders' Agreement</b>	Folder
02.03.01	Eftsure Shareholders Deed	Document
02.03.02	Deed of Accession and Application for Shares - Russel Pillemer - executed	Document
02.03.03	Share Certificate - Russel Pillemer(515904493.1)-executed	Document
02.03.04	Accession - Ed Elliff - signed	Document
<b>02.04</b>	<b>Org Chart</b>	Folder
02.04.01	Eftsure Org Chart	Document
02.04.02	Org Chart (Existing Only) 18 Oct 2021	Document
02.04.03	Eftsure Employee Listing (Oct 2021) (Matches to Org Chart)	Document
<b>02.05</b>	<b>Share Certificates</b>	Folder
<b>02.05.01</b>	<b>Ordinaries</b>	Folder
02.05.01.01	Ordinary Shares Part 1	Document
02.05.01.02	Ordinary Shares Part 2	Document
02.05.01.03	Ordinary Shares - signed	Document
<b>02.05.02</b>	<b>Series A-1 Preference Shares</b>	Folder
02.05.02.01	Barry Fine - Share allotment docs	Document
02.05.02.02	Belinda & Darryl Dorfan - Share allotment docs	Document
02.05.02.03	Camask Pty Ltd - Share allotment docs	Document
02.05.02.04	Chazfam Pty Ltd - Share allotment docs	Document
02.05.02.05	Dannic Super Pty Ltd - Share allotment docs	Document
02.05.02.06	DLD Pty Ltd - Share allotment docs	Document
02.05.02.07	Elray Super - Share allotment docs	Document
02.05.02.08	Elray Trust - Share allotment docs	Document
02.05.02.09	Gowing Bros Ltd - Share allotment docs	Document
02.05.02.10	JN Lenga Super - Share allotment docs	Document
02.05.02.11	K Dynamics Pty Ltd - Share allotment docs	Document
02.05.02.12	MPC Funds Mgmt. - Share allotment docs	Document
02.05.02.13	Ronari Pty Ltd - Share allotment docs	Document
02.05.02.14	The Wise Guys - Share allotment docs	Document
02.05.02.15	Warwick Pty Ltd - Share allotment docs	Document
02.05.02.16	A-1 Preference Share Certificates - August 2019 - signed	Document
<b>02.05.03</b>	<b>Preference Shares</b>	Folder
02.05.03.01	Preference Share Certificates - December 2016	Document
02.05.03.02	Preference Share Certificates - December 2017	Document
02.05.03.03	Preference Share Certificates - February 2018	Document
02.05.03.04	Preference Share Certificates - February 2019	Document
02.05.03.05	Preference Share Certificates - December 2016 - signed	Document
02.05.03.06	Preference Share Certificates - December 2017- signed	Document
02.05.03.07	Preference Share Certificates - February 2018 - signed	Document
02.05.03.08	Preference Share Certificates - February 2019 - signed	Document
02.05.03.09	Preference Share Certificates - June 2019 - signed	Document
<b>02.06</b>	<b>Applications and Declarations of Trust</b>	Folder
02.06.01	Application - Barry Fine - signed	Document
02.06.02	Application - Camask Pty Ltd ATF Allen Investment Trust - signed	Document
02.06.03	Application - Dan Katz - signed	Document
02.06.04	Application - David Kroser - signed	Document
02.06.05	Application - Elray Discretionary	Document
02.06.06	Application - Elray Superfund	Document
02.06.07	Application - Gowings and Warwick	Document
02.06.08	Application - Jason Lenga - signed	Document

02.06.09	Application - Michael Gottlieb - signed	Document
02.06.10	Application - OIFVC signed	Document
02.06.11	Application - Ronari - signed	Document
02.06.12	Declaration of Trust David Kroser	Document
02.06.13	Declaration of Trust Jason Lenga	Document
02.06.14	Declaration of Trust Steve Allen - Camask	Document
02.06.15	Declaration of Trust - Dannic Super Pty Ltd	Document
02.06.16	Declaration of Trust - LDHI	Document
02.06.17	Declaration of Trust - Ronari	Document
02.06.18	Chazfam Pty Limited - Declaration of Trust - Certificate 28	Document
02.06.19	Chazfam Pty Limited - Declaration of Trust - Certificate 36	Document
02.06.20	Chazfam Pty Limited - Declaration of Trust - Certificate 46	Document
02.06.21	Chazfam Pty Limited - Declaration of Trust - Certificate 77	Document
02.06.22	Chazfam Pty Limited - Declaration of Trust - Certificate 89	Document
02.06.23	Chazfam Pty Limited - Notice of Beneficial Ownership - Certificate 28	Document
02.06.24	Chazfam Pty Limited - Notice of Beneficial Ownership - Certificate 36	Document
02.06.25	Chazfam Pty Limited - Notice of Beneficial Ownership - Certificate 46	Document
02.06.26	Chazfam Pty Limited - Notice of Beneficial Ownership - Certificate 77	Document
02.06.27	Chazfam Pty Limited - Notice of Beneficial Ownership - Certificate 89	Document
02.06.28	Declaration of Trust - Five Star Investor Group	Document
02.06.29	Declaration of Trust - RC Pillemer	Document
02.06.30	Declaration of Trust - La Bui	Document
02.06.31	Declaration of Trust - Really Good Investments (Pref)	Document
02.06.32	Declaration of Trust - Really Good Investments (Ord)	Document
02.06.33	Declaration of Trust - Maxtrid	Document
02.06.34	Declaration of Trust and Notice of Beneficial Ownership - Wise Guys	Document
02.06.35	Declaration of Trust - Elray Discretionary Trust	Document
02.06.36	Declaration of Trust - Elray Elray Superannuation Fund	Document
02.06.37	Notice of Beneficial Ownership - JN Lenga	Document
02.06.38	Notice of Beneficial Ownership - Dannic Super Pty Ltd	Document
02.06.39	Declaration of Trust - Jormel Superannuation Fund	Document
02.06.40	Declaration of Trust - Rosewood	Document
02.06.41	Declaration of Trust - MPC Funds Management	Document
<b>02.07</b>	<b>Trust Deeds</b>	Folder
02.07.01	A) Ronari - Deed of Amendment Dec 2007	Document
02.07.02	A) Kontorovich trust deed_001	Document
02.07.03	B) Deed Establishing The Rosewood Trust compressed	Document
02.07.04	B) Deed of Amendment The Rosewood Trust	Document
02.07.05	B) Signed Deed of Appointment and Removal of Trustee_28032014	Document
02.07.06	C) RCP Family Trust Deed part1	Document
02.07.07	C) RCP Family Trust Deed part 2	Document
02.07.08	D) 20201015 DKNK Family Trust Trust Deed - CERTIFIED IPS	Document
02.07.09	E) Declaration of Trust and Notice of Beneficial Ownership	Document
02.07.10	E) Reyburn trust deed_001	Document
02.07.11	F) DLD Family Trust Deed Certified	Document
02.07.12	G) Jormel Superannuation Fund - 14 December 2004	Document
02.07.13	G) Self Managed Superannuation Fund Amendment Deed	Document
02.07.14	H) Deed of Adoption for Kroser Family Trust Executed (April 2020)	Document
02.07.15	H) K Dynamics - Signed	Document
02.07.16	I) JN Lenga Superannuation Fund Trust Deed (Pages 1-23)	Document
02.07.17	I) JN Lenga Superannuation Fund Trust Deed (Pages 24-50)	Document
02.07.18	I) JN Lenga Superannuation Fund Trust Deed (Pages 51-73)	Document
02.07.19	J) Chazfam Trust Deed	Document
02.07.20	K) Five Star Unit Trust Deed	Document
02.07.21	L) The Flax Superannuation Fund Trust Deed	Document
02.07.22	M) Elray Discretionary Trust - Trust Deed (15.05.97) + Deed of Variation (28.06.16) (807188xC065C)	Document
02.07.23	M) Elray Discretionary Trust - Deed of Variation of Trust Deed - 15.12.17 (808700xC065C)	Document
02.07.24	N) Elray Superannuation Fund - Deed of Variation - 15.12.17 (808702xC065C)	Document
02.07.25	N) Elray Superannuation Fund - Superannuation Fund Trust Deed - 15.12.17 (808703xC065C)	Document
02.07.26	O) MJ Administration Unit Trust Deed	Document
02.07.27	P) Trust Deed - Dannic Super Fund (Pages 1-30)	Document
02.07.28	P) Trust Deed - Dannic Super Fund (Pages 31 onwards)	Document
02.07.29	Q) Trust Deed - Joarder Family Trust	Document
02.07.30	Q) Deed of Variation - Maxtrid	Document
02.07.31	R) OIF Partnership Deed	Document
02.07.34	Allen Investment Trust Deed	Document
02.07.35	Allen Investment Trust Notice of Beneficial Ownership and Declaration of Trust	Document
02.07.36	Ian Mirels Family Trust Deed	Document
02.07.37	Ian Mirels Family Trust Notice of Beneficial Ownership and Declaration of Trust	Document
02.07.38	La'Bui Assets Pty Ltd ACN	Document
02.07.39	Nghia La Superannuation Fund Trust Deed	Document
02.07.40	Nghia La Superannuation Fund Trust Notice of Beneficial Ownership and Declaration of Trust	Document
<b>03</b>	<b>Presentations, Investor Updates &amp; PR</b>	<b>Main Folder</b>
<b>03.01</b>	<b>Customer Facing Presentations</b>	Folder
03.01.01	Construction Webinar (25 Feb 2021)	Document
03.01.02	Demonstration (2021)	Document
03.01.03	Fake Zoom Invite BEC Webinar (27 Nov 2020)	Document
<b>03.02</b>	<b>Product Videos</b>	Folder
03.02.01	Customer Supplier Onboarding	Document

03.02.02	Portal Overview	Document
<b>03.03</b>	<b>Public Relations</b>	Folder
03.03.01	7News (13 Sep 2020)	Document
03.03.02	7News (18 Feb 2021)	Document
03.03.03	ABC (22 Feb 2021)	Document
03.03.04	Australian Financial Review (14 Aug 2017)	Document
03.03.05	CFO Magazine (11 March 2020)	Document
03.03.06	Channel 7 (2019)	Document
03.03.07	Sydney Morning Herald (20 Aug 2018)	Document
03.03.08	Sydney Morning Herald (14 Sep 2020)	Document
03.03.09	The Australian (11 Feb 2020)	Document
03.03.10	The Australian (20 July 2021)	Document
<b>03.04</b>	<b>Guides and Whitepapers</b>	Folder
03.04.01	eftsure Business Email Compromise	Document
03.04.02	eftsure Cybersecurity Guide for CFOs 2019	Document
03.04.03	eftsure Cybersecurity Guide for CFOs 2020	Document
03.04.04	eftsure Cybersecurity Guide for CFOs 2021	Document
03.04.05	eftsure ERP System Guide	Document
03.04.06	eftsure Payment Controls Checklist	Document
03.04.07	eftsure Procure to Pay Checklist 2021	Document
03.04.08	eftsure Supplier Onboarding Checklist	Document
03.04.09	eftsure The Importance of a Clean Vendor Master File	Document
03.04.10	eftsure The New Payments Platform	Document
<b>03.05</b>	<b>Brochures</b>	Folder
03.05.01	eftsure Buyers Guide 2021	Document
03.05.02	eftsure One Page Brochure	Document
03.05.03	eftsure Two Page Brochure	Document
<b>03.06</b>	<b>Investor Updates</b>	Folder
03.06.01	Investor Update - 30 Jun 2020	Document
03.06.02	Investor Update - 31 Dec 2020	Document
03.06.03	Investor Update - 31 Mar 2021	Document
03.06.04	Investor Update - 30 Jun 2021	Document
<b>03.07</b>	<b>Go-to-Market</b>	Folder
03.07.01	Go-to-Market Overview Presentation	Document
03.07.02	Go to Market Meeting II_Amy Kramer_For Printing_19 Oct 2021	Document
<b>03.08</b>	<b>Virtual Management Meeting</b>	Folder
03.08.01	Virtual Mgt Meeting Wed 20 Oct	Document
<b>04</b>	<b>Financial</b>	<b>Main Folder</b>
<b>04.01</b>	<b>Audited Financial Reports</b>	Folder
04.01.01	Eftsure - Financial Report FY2018	Document
04.01.02	Eftsure - Financial Report FY2019	Document
04.01.03	Eftsure - Financial Report FY2020	Document
04.01.04	Eftsure - Audit Management Letter FY2021	Document
04.01.05	Eftsure - Financial Report FY2021	Document
04.01.06	EFTSure - Audit Reconciliation FY2021	Document
04.01.07	Eftsure Audit Adjustment Journals (FY20)	Document
<b>04.02</b>	<b>Management Accounts</b>	Folder
04.02.00	Eftsure Management Accounts Workbook (1 July '17 to 31 Aug '21) (With Equity Split)	Document
04.02.01	Eftsure Management Accounts Workbook (1 July '17 to 31 Aug '21)	Document
04.02.01a	Eftsure Management Accounts Workbook (1 July '17 to 31 Aug '21) (With Equity Split) (Updated)	Document
04.02.01b	Eftsure - P&L YTD to Sep 2021	Document
04.02.01c	Eftsure - Balance Sheet to Sep 2021	Document
04.02.01d	Eftsure - Balance Sheet FY21 with Audit Adjustments	Document
04.02.01e	Eftsure - Profit Loss FY21 with Audit Adjustments	Document
<b>04.02.02</b>	<b>Accounts Payable and Receivables Schedules</b>	Folder
04.02.02.01	Aged Payables Detail (30 Jun 2021)	Document
04.02.02.02	Aged Payables Detail (31 Aug 2021)	Document
04.02.02.03	Aged Receivables Detail (30 Jun 2021)	Document
04.02.02.04	Aged Receivables Detail (31 Aug 2021)	Document
04.02.02.05	Accounts Payable Composition (30 Jun 21)	Document
04.02.02.06	Accounts Payable Composition (31 Aug 21)	Document
<b>04.02.03</b>	<b>Xero Reports</b>	Folder
04.02.03.01	Profit Loss FY21 (Xero Report)	Document
04.02.03.02	Balance Sheet FY21 (Xero Report)	Document
04.02.03.03	Profit Loss FY21 (Xero Report) (Updated)	Document
04.02.03.04	Balance Sheet FY21 (Xero Report) (Updated)	Document
<b>04.02.04</b>	<b>Revenues</b>	Folder
04.02.04.01	Eftsure Revenue Invoices by Customer (Inception to 31 Aug '21) (Xero)	Document
04.02.04.02	Eftsure Revenue Summary (Inception to 31 Aug '21)	Document
04.02.04.03	Deal Pipeline	Document
04.02.04.04	Eftsure - Q1 Sales Update	Document
04.02.04.05	Deal Pipeline_Fri 15 Oct 2021	Document
04.02.04.05a	Deal Pipeline_Fri 15 Oct 2021_Incl Industry and Lead Source	Document
04.02.04.06	Vector ARR Analysis	Document
04.02.04.07	Vector ARR Bridge	Document
04.02.04.08	Vector ARR Analysis (to Sep 2021)	Document
<b>04.02.05</b>	<b>Cash Flow Reports</b>	Folder
04.02.05.01	Eftsure - Cash Summary Report FY2018	Document
04.02.05.02	Eftsure - Cash Summary Report FY2019	Document



04.02.05.03	Eftsure - Cash Summary Report FY2020	Document
04.02.05.04	Eftsure - Cash Summary Report FY2021	Document
04.02.05.05	Eftsure - Cash Summary Report FY2022 YTD	Document
04.02.05.06	Revenue Cash Reconciliation FY2021	Document
04.02.05.07	Bank Data Recon Export - With Explanatory Notes	Document
<b>04.02.06</b>	<b>Depreciation Schedules</b>	Folder
04.02.06.01	Eftsure Pty Ltd - Depreciation Schedule FY2017	Document
04.02.06.02	Eftsure Pty Ltd - Depreciation Schedule FY2018	Document
04.02.06.03	Eftsure Pty Ltd - Depreciation Schedule FY2019	Document
04.02.06.04	Eftsure Pty Ltd - Depreciation Schedule FY2020	Document
04.02.06.05	Eftsure Pty Ltd - Depreciation Schedule FY2021	Document
<b>04.02.07</b>	<b>Amortisation Schedules</b>	Folder
04.02.07.01	Amortisation Schedules (DRAFT - Pre Audit Finalisation)	Document
04.02.07.02	Amortisation Schedules Post FY21 Audit Adjustments (Nexia)	Document
04.02.07.03	Amortisation Schedules Post FY21 Audit Adjustments (Nexia) (and Capitalised Expenditure Breakdown)	Document
<b>04.03</b>	<b>Monthly Payments Protected</b>	Folder
04.03.01	Monthly Payments Protected (31 Aug 2021)	Document
<b>04.04</b>	<b>Shareholder Loans</b>	Folder
<b>04.04.01</b>	<b>Loan Summary</b>	Folder
04.04.01.01	Shareholder Loans (August 2021)	Document
<b>04.04.02</b>	<b>Loan Documents</b>	Folder
<b>04.04.02.01</b>	<b>Mark Chazan</b>	Folder
04.04.02.01.01	Eft - General Security Deed - Mark Chazan- Signed 2020-06-28 19_37_09	Document
04.04.02.01.02	Eft - Loan Agreement - Mark Chazan-Signed 2020-06-25 03_19_23	Document
04.04.02.01.03	Mark_Chazan_Loan_25k_payment_schedule 2020-07-08 08_50_10	Document
04.04.02.01.04	Please DocuSign_ EFT - Finance Document Directors Resolutions(510150817.2) 2020-06-29 06_53_41	Document
<b>04.04.02.02</b>	<b>Stephen Allen</b>	Folder
04.04.02.02.01	Eft - General Security Deed - Stephen Allen- Signed 2020-06-28 19_37_09	Document
04.04.02.02.02	Eft - Loan Agreement - Stephen Allen-Signed 2020-06-25 03_19_23	Document
04.04.02.02.03	Stephen_Allen_Loan_200k_payment_schedule 2020-07-08 08_50_33	Document
04.04.02.02.04	Please DocuSign_ EFT - Finance Document Directors Resolutions(510150817.2) 2020-06-29 06_53_41	Document
<b>04.04.02.03</b>	<b>Others</b>	Folder
<b>04.04.02.03.01</b>	<b>Signed</b>	Folder
04.04.02.03.01.01	EFT - General Security Deed for Shareholder Loan DLD - signed (both docs combined)	Document
04.04.02.03.01.02	Execution - Eftsure - Deed of Termination and Release(514670225.5) (003) Chazfam signed	Document
04.04.02.03.01.03	Execution signed - EFT - General Security Deed for Shareholder Loan(514656373.5) Camab signed	Document
04.04.02.03.01.04	Execution signed - EFT - Letter regarding set off Camab signed	Document
04.04.02.03.01.05	Execution signed - EFT - Shareholder Loan Camab signed	Document
04.04.02.03.01.06	Execution signed - Eftsure - Deed of Termination and Release(514670225.5) Camab signed	Document
04.04.02.03.01.07	Execution version - EFT - General Security Deed for Shareholder Loan (003) Chazfam signed	Document
04.04.02.03.01.08	Execution version - EFT - General Security Deed for Shareholder Loan Barry signed	Document
04.04.02.03.01.09	Execution version - EFT - General Security Deed for Shareholder Loan David Shein signed	Document
04.04.02.03.01.10	Execution version - EFT - General Security Deed for Shareholder Loan Jerry signed	Document
04.04.02.03.01.11	Execution version - EFT - General Security Deed for Shareholder Loan Ronari signed	Document
04.04.02.03.01.12	Execution version - EFT - General Security Deed for Shareholder Loan GDL Investments signed	Document
04.04.02.03.01.13	Execution version - EFT - Shareholder Loan Chazfam signed	Document
04.04.02.03.01.14	Execution version - EFT - Shareholder Loan Barry signed	Document
04.04.02.03.01.15	Execution version - EFT - Shareholder Loan David Shein signed	Document
04.04.02.03.01.16	Execution version - EFT - Shareholder Loan Jerry signed	Document
04.04.02.03.01.17	Execution version - EFT - Shareholder Loan Ronari signed	Document
04.04.02.03.01.18	Execution version - EFT - Shareholder Loan GDL Investments	Document
04.04.02.03.01.19	General security deed Raymind signed	Document
04.04.02.03.01.20	Loan Agreement Clive signed	Document
04.04.02.03.01.21	Loan Agreement Raymond signed	Document
04.04.02.03.01.22	Security Deed Clive signed	Document
<b>04.04.02.03.02</b>	<b>Verification statements</b>	Folder
04.04.02.03.02.01	Verification statement for Camab	Document
04.04.02.03.03	Execution - Eftsure - Deed of Termination and Release(514670225.5)	Document
04.04.02.03.04	Execution version - EFT - General Security Deed for Shareholder Loan	Document
04.04.02.03.05	Execution version - EFT - General Security Deed for Shareholder Loan ian mike signed	Document
04.04.02.03.06	Execution version - EFT - Shareholder Loan	Document
<b>04.05</b>	<b>Related Party Transactions</b>	Folder
04.05.01	Related Party Invoices	Document
<b>04.06</b>	<b>LSL Schedule</b>	Folder
04.06.01	Provision for LSL (as at 30 June 2021) (Nexia)	Document
<b>04.07</b>	<b>Annual Leave</b>	Folder
04.07.01	Eftsure - Annual Leave Balances (as at 31 Aug 2021) (Pre year end audit adjustments)	Document
04.07.02	Eftsure - Annual Leave Balances Post FY21 Audit Adjustments (Nexia)	Document
<b>04.08</b>	<b>Professional Fees</b>	Folder
04.08.01	Eftsure - Professional Fees	Document
<b>04.09</b>	<b>Prepayments Schedules</b>	Folder
04.09.01	01 Eftsure_ Prepayments - 30 June 2020	Document
04.09.02	02 Eftsure_ Prepayments - to 30 June 2021	Document
04.09.03	03 Eftsure_ Prepayments - to 31 August 2021	Document
<b>04.10</b>	<b>Deferred Revenue Schedules</b>	Folder
04.10.01	01 Eftsure Deferred Revenue at 30 June 2020	Document
04.10.02	02 Eftsure Unearned Revenue at 30 June 2021	Document
04.10.03	03 Eftsure Deferred Revenue at 31 August 2021	Document
<b>04.11</b>	<b>Bonus Schedules</b>	Folder

04.11.01	Eftsurre Bonus to 30 June 2020	Document
04.11.02	Eftsurre Bonus to 30 June 2021	Document
04.11.03	Eftsurre Bonus to 31 August 2021	Document
<b>04.12</b>	<b>Marketing KPIs</b>	Folder
04.12.01	Marketing KPIs	Document
04.12.02	Marketing KPIs v2 (Updated to fix input error in file 04.12.01 as highlighted in this file)	Document
<b>04.13</b>	<b>Model</b>	Folder
04.13.01	Forward Model	Document
<b>05</b>	<b>Customers</b>	<b>Main Folder</b>
<b>05.01</b>	<b>Customer Database</b>	Folder
05.01.01	Eftsurre Customer Database (31 Aug 2021)	Document
05.01.02	List of Lost Clients with Reasons (to 31 Aug 2021)	Document
05.01.03	Eftsurre Customer Database (31 Aug 2021) (With Renewal Months)	Document
05.01.04	Eftsurre - Detailed Monthly Churn Calculations with Link Back to Xero P&L	Document
05.01.05	Top 20 Customers - Config to SaaS	Document
05.01.06	Config to SaaS	Document
<b>05.02</b>	<b>Pricing</b>	Folder
05.02.01	Pricing - Corporate (01.10.20)	Document
05.02.02	Pricing - Enterprise (01.07.20)	Document
<b>05.03</b>	<b>Contract Examples</b>	Folder
05.03.00	Template Customer Sales Proposal (Jan 2021)	Document
05.03.00a	EFTSurre Terms of Service 1.7.20	Document
<b>05.03.01</b>	<b>7-Eleven</b>	Folder
05.03.01.01	7-Eleven (Sep 2018)	Document
<b>05.03.02</b>	<b>Austin Health</b>	Folder
05.03.02.01	Austin Health (Dec 2020)	Document
<b>05.03.03</b>	<b>Bega Cheese</b>	Folder
05.03.03.01	Bega Cheese (Jun 2020)	Document
<b>05.03.04</b>	<b>BlueScope</b>	Folder
05.03.04.01	BlueScope Master Agmt for IT Services - SaaS Final (Sep 2020)	Document
05.03.04.02	BlueScope Master Agmt for IT Services - SaaS SoW Final (Sep 2020) (Signed)	Document
05.03.04.03	Master Agreement for IT Services SaaS SoW Final 14 Sept 2020	Document
<b>05.03.05</b>	<b>Built Holdings</b>	Folder
05.03.05.01	Built Holdings (Jul 2020)	Document
<b>05.03.06</b>	<b>Coronado Global Resources</b>	Folder
05.03.06.01	Coronado Global Resources (Feb 2019)	Document
<b>05.03.07</b>	<b>Costco</b>	Folder
05.03.07.01	Costco Wholesale (Aug 2020)	Document
<b>05.03.08</b>	<b>G8 Education</b>	Folder
05.03.08.01	G8 Education (Jun 2021)	Document
05.03.08.02	2021.5.18 - EFTSurre Terms of Service (G8)-FINAL 3 JUNE 21 -CLEAN	Document
05.03.08.03	20210616 EFTSurre Implementation Proposal (signed by G8)	Document
<b>05.03.09</b>	<b>GenusPlus Group</b>	Folder
05.03.09.01	GenusPlus Group (Jun 2021)	Document
<b>05.03.10</b>	<b>Mineral Resources</b>	Folder
05.03.10.01	Mineral Resources - EFTSurre proposal - 22 June 2018	Document
05.03.10.02	Mineral Resources - eftsurre Proposal 2019-03-18	Document
05.03.10.03	Mineral Resources - eftsurre Proposal 2019-05-10 revised - signed	Document
05.03.10.04	Mineral Resources - eftsurre Proposal 2019-05-10 revised-1	Document
05.03.10.05	Mineral Resources - eftsurre Proposal 2019-05-10-1	Document
<b>05.03.11</b>	<b>Monash Health</b>	Folder
05.03.11.01	Monash Health (Sep 2018)	Document
05.03.11.02	EFTSurre Proposal Monash Health 29 Nov 2018 updated	Document
<b>05.03.12</b>	<b>NBN Co</b>	Folder
05.03.12.01	EFT_SLM_01 eftsurre NBN Co Subscription SOW1 Renewal	Document
05.03.12.02	EFTSurre-nbn_Extension_letter_(2_June_2020)	Document
05.03.12.03	EFTSurre SOW signed	Document
05.03.12.04	EFTSurre MSA signed - pages 17 to 34	Document
05.03.12.05	EFTSurre MSA signed - pages 1 to 16	Document
05.03.12.06	NBN Purchase Order	Document
05.03.12.07	Eftsurre NBN Subscription Renewal 20210225 (Unsigned)	Document
05.03.12.08	NBN PO_82_475910_0_US	Document
<b>05.03.13</b>	<b>Publicis</b>	Folder
05.03.13.01	Publicis Australia (Dec 2020)	Document
<b>05.03.14</b>	<b>PwC Australia</b>	Folder
05.03.14.01	PwC Australia (Dec 2019)	Document
05.03.14.02	SaaS Agreement Eftsurre PwC Know Your Payee 1.1.21 Executed	Document
<b>05.03.15</b>	<b>St Vincent's Hospital Melbourne</b>	Folder
05.03.15.01	St Vincent's Hospital Melbourne	Document
05.03.15.02	Stvdp - Proposal signed -14.05.19	Document
05.03.15.03	SVHA - eftsurre proposal-terms and conditions - final	Document
<b>05.03.16</b>	<b>Veolia</b>	Folder
<b>05.03.16.01</b>	<b>Veolia (Water Technologies Division)</b>	Folder
05.03.16.01.01	Veolia-EFTSurre Proposal for Veolia- signed	Document
<b>05.03.16.02</b>	<b>Veolia Group</b>	Folder
05.03.16.02.01	Executed_Veolia_-_Eftsurre_-_IT_Software__Services_Agreement_-_Final_14.04.2020 - eftsurre executed	Document
05.03.16.02.02	Veolia signed NDA	Document
05.03.16.02.03	Veolia Invoice INV-3153	Document
<b>05.03.17</b>	<b>VIC Dep of Ed &amp; Training</b>	Folder

05.03.17.01	DET- eftsurre proposal (Nov 2019)	Document
05.03.17.02	Supplier (Vendor) Management Monitoring Services Contract_ DET_EFTSURE 17062020 Signed-1	Document
05.03.17.03	DET Milestone sign off	Document
05.03.17.04	Victoria eServices Register Contract Revision 4.1 10 December 2019 D19 310187	Document
<b>05.03.18</b>	<b>WA Dep of Communities</b>	Folder
05.03.18.01	DOC - 20205892 Advice of Acceptance of Offer	Document
05.03.18.02	Eftsurre Pty Ltd - Invoices	Document
05.03.18.03	EFTSurre purchase order	Document
05.03.18.04	DOC20205892 Advice of Acceptance of Offer 2020-06-23 11_59_31	Document
05.03.18.05	EFTSurre Proposal Department of Communities 7 May 2020	Document
05.03.18.06	Attachment B - Final Agreed Positions on Items for Negotiation 2020-06-23 12_00_14	Document
05.03.18.07	Fw_ Integration of D365 with Eftsurre	Document
<b>05.03.19</b>	<b>Valmont</b>	Folder
05.03.19.01	Valmont EFTSurre Proposal	Document
<b>05.03.20</b>	<b>Meriton</b>	Folder
05.03.20.01	Meriton signed proposal	Document
<b>05.03.21</b>	<b>Other Customer Agreements</b>	Folder
05.03.21.01	Accolade Signed Agreement	Document
05.03.21.02	M&C Saatchi Signed Proposal	Document
05.03.21.02a	EFTSurre Proposal MC Saatchi 30 Oct 2018	Document
05.03.21.02b	MC Saatchi signed Acceptance	Document
05.03.21.03	PKF Sydney Signed Acceptance	Document
05.03.21.04	Regent Motors Signed Proposal	Document
05.03.21.05	Stockland Signed Proposal	Document
05.03.21.06	Kane Constructions Signed	Document
05.03.21.07	Mission Australia Signed	Document
05.03.21.08	Mission Australia (Email confirmation of increased SaaS fee)	Document
05.03.21.09	Northern Star agreements	Document
05.03.21.10	TfNSW-CORE Combine- EFTSurre (Final) with attachments executed-FINAL both parties	Document
05.03.21.11	EFTSurre Proposal South32 Limited (Australia) 29 Jul 2020	Document
05.03.21.12	South 32 -Purchase Order 4542145484	Document
05.03.21.13	NBN EFTSurre MSA signed - pages 1 to 16	Document
05.03.21.14	NBN EFTSurre MSA signed - pages 17 to 34	Document
05.03.21.15	Northern Star PURCHASE ORDER-706417	Document
<b>05.04</b>	<b>Case Studies</b>	Folder
05.04.01	Case Study - Engineering and Construction Firm	Document
05.04.02	Case Study - Food and Dairy	Document
05.04.03	Case Study - Water NSW and MS Dynamics	Document
<b>06</b>	<b>Partnerships</b>	<b>Main Folder</b>
<b>06.01</b>	<b>Agreement Examples</b>	Folder
<b>06.01.01</b>	<b>Concur</b>	Folder
06.01.01.01	Please_DocuSign_EFTSURE_PTY_LTD_PA_(v2_2021-	Document
06.01.01.02	Concur Partner EFTSurre Pty Ltd Platform 2021-03-31 executed agreement	Document
<b>06.01.02</b>	<b>Empired</b>	Folder
06.01.02.01	Empired Channel Agreement Final clean 21.4.20 Executed	Document
<b>06.01.03</b>	<b>exFlow</b>	Folder
06.01.03.01	Channel Partner Agreement exFlow EFTSurre 19 May 2021 FINAL 1	Document
<b>06.01.04</b>	<b>HSBC</b>	Folder
06.01.04.01	2021_141091_CON_EFTSurre Referral Agreement_170621_Duly Signed	Document
<b>06.01.05</b>	<b>PNew</b>	Folder
06.01.05.01	Eftsurre PNew - Software Partner Agreement (FINAL) Signed 02 Sept 2021-executed	Document
<b>06.01.06</b>	<b>PwC</b>	Folder
06.01.06.01	EFTSurre PwC Collaboration agreement executed 19 March 2018-Executed	Document
06.01.06.02	PwC Align Collaboration Agreement - EFTSurre mark-up 200921 of PwC 020921	Document
06.01.06.03	PwC Exit Bonus Calculation October 2021	Document
<b>07</b>	<b>Employees</b>	<b>Main Folder</b>
<b>07.01</b>	<b>Employee Agreements</b>	Folder
<b>07.01.01</b>	<b>Ajith Mt</b>	Folder
07.01.01.01	Letter Of Offer Employment - Ajith Mt - Eftsurre SIGNED	Document
<b>07.01.02</b>	<b>Bill Willcocks</b>	Folder
07.01.02.01	Sales Commission Plan - Bill Willcocks 2018	Document
07.01.02.02	Bill Willcocks 2018 - Executed Offer	Document
<b>07.01.03</b>	<b>Cheyenne Segull</b>	Folder
07.01.03.01	Cheyenne Segull_Letter Of Offer_19 July 2021	Document
<b>07.01.04</b>	<b>Daniel Hareb</b>	Folder
07.01.04.01	Daniel Hareb_Letter of Increase_11 Dec 2020	Document
07.01.04.02	EFTSurre Employment Contract- Daniel Colin Hareb Signed	Document
<b>07.01.05</b>	<b>David Feinberg</b>	Folder
07.01.05.01	Letter_David Feinberg_Remuneration Increase_8 April 2021	Document
07.01.05.02	Signed David Feinberg_eftsurre Incentive and Commission Plan Overview_24 April 2020[1]	Document
07.01.05.03	Signed David Feinberg_Letter Of Offer Employment_24 April 2020	Document
<b>07.01.06</b>	<b>Denis Sazonov</b>	Folder
07.01.06.01	Denis Sazonov Agreement (Combined)	Document
07.01.06.02	Denis Salary Increase Letter-24 May 18	Document
<b>07.01.07</b>	<b>Eli Oshorov</b>	Folder
07.01.07.01	Eli Oshorov_Signed Offer of Employment_3 March 2021	Document
<b>07.01.08</b>	<b>Gavin Levinsohn</b>	Folder
07.01.08.01	EFT Employment Contract Gavin Levinsohn (14 Aug 2018)	Document
07.01.08.02	Westpac Debit Card Application1(2018-11-26)0001-Gavin Levinsohn	Document

<b>07.01.09</b>	<b>Geoff Grant</b>	Folder
07.01.09.01	Geoff Grant Letter Of Offer Perm Employment_6 Aug 2021	Document
<b>07.01.10</b>	<b>Gilad Hirsh</b>	Folder
07.01.10.01	Gilad Hersch_Letter Of Offer Perm Employment_17 March 2021_Signed	Document
<b>07.01.11</b>	<b>Ian Mirels</b>	Folder
07.01.11.01	Ian Employment Agreement Executed Sept 16	Document
07.01.11.02	Ian Employment Agreement Executed April 19	Document
07.01.11.03	Letter of Employment-Ian Mirels	Document
07.01.11.04	Letter of Employment-Ian Mirels (Signed)	Document
07.01.11.05	Non-Disclosure Deed - Ian Mirels and Eftsure	Document
07.01.11.06	Eftsure Individual Confidentiality and Work Product Agreement - Ian Mirels	Document
<b>07.01.12</b>	<b>Jarrold Stain</b>	Folder
07.01.12.01	Jarrold Stain_Letter Of Offer Perm Employment_3 Nov 2020	Document
<b>07.01.13</b>	<b>Kim Lalor</b>	Folder
07.01.13.01	Kim Lalor - Letter of Offer - SIGNED	Document
<b>07.01.14</b>	<b>Mai Senoue</b>	Folder
07.01.14.01	Dedicated Staffing Proposal for HLB_Support_Operations Lead	Document
07.01.14.02	Detailed Dedicated Staffing Proposal for EFTsure v2	Document
07.01.14.03	Final Dedicated Staffing Proposal_Mai Senoue	Document
07.01.14.04	HLB Mann Judd - Job Advert Support_Operations Lead	Document
07.01.14.05	Master Services Agreement for EFTsure Pty Ltd v2	Document
07.01.14.06	Position Description - Lead Support Desk 13 Mar 16	Document
07.01.14.07	SENOUE, MAI	Document
<b>07.01.15</b>	<b>Mary Italiano</b>	Folder
07.01.15.01	Mary Italiano_Final Signed and Witnessed Offer and Commission Plan	Document
<b>07.01.16</b>	<b>Mendel Gestetner</b>	Folder
07.01.16.01	Menachim Mendel Lipman Gestetner_Contract_5 July 2021	Document
<b>07.01.17</b>	<b>Mike Kontorovich and Mark Chazan</b>	Folder
07.01.17.01	Mark and Mike Employment Agreement Executed Sep 16	Document
07.01.17.02	Mark and Mike Employment Agreement Executed April 19	Document
<b>07.01.18</b>	<b>Millin Capriarra</b>	Folder
07.01.18.01	Millin - Letter Of Offer Employment - 2018-03-28 SIGNED	Document
<b>07.01.19</b>	<b>Nazia Tasnim</b>	Folder
07.01.19.01	Nazia_Tasnim_Letter_Of_Offer_2_August_2021	Document
<b>07.01.20</b>	<b>Niek Dekker</b>	Folder
07.01.20.01	Signed_Letter_of_Offer_of_Employment_Niek_Dekker_EFTSURE	Document
<b>07.01.21</b>	<b>Nishant Chawla</b>	Folder
07.01.21.01	Letter Of Offer Employment - Nishant Chawla - 20200817 - NC Signed	Document
<b>07.01.22</b>	<b>Patricia Cheung-Chin</b>	Folder
07.01.22.01	Patricia Cheung-Chin Executed Agreement	Document
<b>07.01.23</b>	<b>Sewraj Boodhooa</b>	Folder
07.01.23.01	Signed Letter of Offer Employment - Sewraj Boodhooa - Eftsure	Document
<b>07.01.24</b>	<b>Shayne Allan</b>	Folder
07.01.24.01	Shayne Allan eftsure full-time contract	Document
<b>07.01.25</b>	<b>Shelly Pooley</b>	Folder
07.01.25.01	Shelly Pooley - Signed Contract	Document
<b>07.01.26</b>	<b>Tony Traub</b>	Folder
07.01.26.01	Tony Traub_Letter Of Offer Employment_18 June 2021	Document
07.01.26.02	Tony Traub_Commission Plan Overview_18 June 2021	Document
<b>07.01.27</b>	<b>Employee Template Agreement</b>	Folder
07.01.27.01	Letter Of Offer Employment Template-Aug 17	Document
07.01.28	Anita Raoufian	Document
<b>07.02</b>	<b>Employee Listing</b>	Folder
07.02.01	Eftsure Employee Listing	Document
07.02.02	Eftsure Employee Listing (Updated with Reasons for Termination)	Document
07.02.03	Eftsure Sales Staff Schedule	Document
07.02.04	Salary Pay Cut-COVID	Document
<b>07.03</b>	<b>Service Agreements</b>	Folder
07.03.01	Software Dev Agreement - Gemini (South Africa)	Document
07.03.02	Master Services Agreement - Emapta Offshore Staffing (Philippines)	Document
07.03.03	My Online Presence (South Africa) Signed Proposal	Document
07.03.04	eTeam EFTsure signed MOU 18 Dec 14-copy	Document
07.03.05	Eftsure NDA Mark Chazan	Document
07.03.06	Eftsure NDA Michael Kontorovich	Document
07.03.07	Eftsure Individual Confidentiality and Work Product Agreement - Mike Kontorovich	Document
07.03.08	Eftsure Individual Confidentiality and Work Product Agreement - Mark Chazan	Document
<b>07.04</b>	<b>Employee Share Option Plan</b>	Folder
<b>07.04.01</b>	<b>ESOP Template Letter &amp; Plan Rules &amp; Final Plan</b>	Folder
07.04.01.01	TEMPLATE - Employee Option Plan - Draft Letter of Offer - March 2017	Document
07.04.01.02	TEMPLATE - Employee Option Plan - Plan Rules - March 2017	Document
07.04.01.03	Employee Option Plan - Plan Rules	Document
<b>07.04.02</b>	<b>01. Dave Jacobson</b>	Folder
07.04.02.01	Dave Jacobson Directors Resolution -Vesting All Options Executed	Document
07.04.02.02	Please_DocuSign_Resolution_of_Directions_re_-Dave J	Document
07.04.02.03	Application for Shares - Dave Jacobson(515908649.2) - signed	Document
07.04.02.04	Deed of Accession - Dave Jacobson(515908436.2) - signed	Document
07.04.02.05	Share Certificate - Dave Jacobson(515904470.2)-executed	Document
07.04.02.06	EFTsure Option plan application form Dave-executed	Document
07.04.02.07	Employee Option Plan - Letter of Offer -Dave J Jun 2017-U	Document

<b>07.04.03</b>		Folder
07.04.03.01	<b>02. Ed Elliff</b>	Document
07.04.03.02	Ed Elliff Directors Resolution-Vesting All Options Executed	Document
07.04.03.03	Please_DocuSign_Resolution_of_Directions_re_(1)-Ed Elliff	Document
07.04.03.04	EFTsure Options acceptance - 2017-08-11-executed by Ed	Document
07.04.03.05	Board Resolution - Ed Elliff Share Issue(515675640.1)-Aug 2021-executed	Document
07.04.03.06	Employee Option Plan - Notice to Exercise - Edward Elliff	Document
07.04.03.07	Share Certificate - Ed Elliff(515675660.1)-Aug 2021-executed	Document
07.04.03.08	EFTsure Options acceptance - Ed Elliff - 2017-08-11	Document
07.04.03.08	Employee Option Plan - Letter of Offer -Ed Elliff-Aug 2017	Document
<b>07.04.04</b>	<b>03. Denis Sazonov</b>	Folder
07.04.04.01	Employee Option Plan - Letter of Offer -Denis Sazonov-17 October 2017	Document
07.04.04.02	Resolution of Directors re ESOP - Denis Sazanov-17 October 2017 EXECUTED	Document
07.04.04.03	Denis Executed ESOP	Document
<b>07.04.05</b>	<b>04. Kim Lalor</b>	Folder
<b>07.04.05.01</b>	<b>First Allocation</b>	Folder
07.04.05.01.01	Employee Option Plan - Letter of Offer -Kim Lalor -30 May 2018	Document
07.04.05.01.02	Resolution of Directors re ESOP -Kim Lalor-22 May 18-executed	Document
07.04.05.01.03	Employee Option Plan Application Form - Kim Lalor - Signed	Document
<b>07.04.05.02</b>	<b>Second Allocation</b>	Folder
07.04.05.02.01	Employee Option Plan - Letter of Offer -Kim Lalor -1 Jan 20	Document
07.04.05.02.02	Employee Option Plan - Plan Rules - Kim Lalor -1 Jan 20	Document
07.04.05.02.03	Resolution of Directors re ESOP -Kim Lalor-1 Jan 20 C Executed	Document
07.04.05.02.04	Option Certificate - Kim Lalor 1 Jan 20	Document
<b>07.04.06</b>	<b>05. Gavin Levinsohn</b>	Folder
07.04.06.01	Employee Option Plan - Gavin Letter of Offer - October 2018	Document
07.04.06.02	Gavin Levinsohn ESOP Offer 1 Sept 2018-executed MI	Document
07.04.06.03	Resolution of Directors re ESOP -Gavin Levinsohn-1 Sep 18-EXECUTED	Document
<b>07.04.07</b>	<b>06. Daniel Hareb</b>	Folder
<b>07.04.07.01</b>	<b>First Allocation</b>	Folder
07.04.07.01.01	Employee Option Plan - Letter of Offer -Daniel Hareb Sep 19	Document
07.04.07.01.02	Employee Option Plan - Plan Rules - Daniel Hareb Sep 19	Document
07.04.07.01.03	Resolution of Directors re ESOP -Daniel Hareb-Sep 19	Document
07.04.07.01.04	Resolution of Directors re ESOP-Daniel Hareb Sep 19 incl Appendix A and B	Document
07.04.07.01.05	Employee Option Plan Application Form - Daniel Hareb - Signed	Document
<b>07.04.07.02</b>	<b>Second Allocation</b>	Folder
07.04.07.02.01	Employee Option Plan - Letter of Offer -Daniel Hareb Oct 20-clean	Document
07.04.07.02.02	Employee Option Plan - Plan Rules - Daniel Hareb Oct 20	Document
07.04.07.02.03	Employee_Option_Plan_-_Letter_of_Offer_-_Daniel_Hareb_Oct_20-clean executes 2020-10-11 10_28_13	Document
07.04.07.02.04	Option Certificate - Daniel Hareb Oct 20_ (002) 2020-10-11 10_29_06	Document
07.04.07.02.05	Resolution of Directors re ESOP -Daniel Hareb-Oct 20 incl Appendix A and B and Cert. executed	Document
<b>07.04.08</b>	<b>07. Millin Suraj Cariappa</b>	Folder
07.04.08.01	Employee Option Plan - Letter of Offer -Millin Suraj Cariappa May 20	Document
07.04.08.02	Employee Option Plan - Plan Rules -Millin Suraj Cariappa May 20	Document
07.04.08.03	Option Certificate - Millin Suraj Cariappa 20	Document
07.04.08.04	Resolution of Directors re ESOP -Millin Suraj Cariappa 20	Document
07.04.08.05	Employee Option Plan - Letter of Offer - Signature	Document
<b>07.04.09</b>	<b>08. Patricia Cheung Chin</b>	Folder
07.04.09.01	Employee Option - Letter of Offer -Patricia Cheung Chin June 20	Document
07.04.09.02	Employee Option Plan - Plan Rules - Patricia Cheung Chin June 20	Document
07.04.09.03	Employee Option Plan Patricia 2020-06-11 10_45_34	Document
07.04.09.04	Option Certificate - Patricia Cheung Chin June 20	Document
07.04.09.05	Resolution of Directors re ESOP -Patricia Cheung Chin June 20	Document
07.04.09.06	Resolution of Directors re ESOP -Patricia Cheung Chin June 20 Signed	Document
<b>07.04.10</b>	<b>09. David Feinberg</b>	Folder
07.04.10.01	Employee Option Plan - Letter of Offer -David Feinberg Jan 21 COMBINED-executed	Document
07.04.10.02	Employee Option Plan - Letter of Offer -David Feinberg Jan 21-clean	Document
07.04.10.03	Employee Option Plan - Plan Rules - David Feinberg Jan 21	Document
07.04.10.04	Employee Option Plan Letter of Offer - David Feinberg Jan 21 (COMBINED executed Signed David)	Document
07.04.10.05	Option Certificate - David Feinberg Jan 21	Document
07.04.10.06	Resolution of Directors re ESOP -David Feinberg-18 Jan 21	Document
<b>07.04.11</b>	<b>10. Niek Dekker</b>	Folder
07.04.11.01	Employee Option Plan - Letter of Offer -Niek Dekker Jan 21 COMBINED-executed	Document
07.04.11.02	Employee Option Plan - Letter of Offer -Niek Dekker Jan 21-clean	Document
07.04.11.03	Employee Option Plan - Plan Rules - Niek Dekker Jan 21	Document
07.04.11.04	Option Certificate - Niek Dekker Jan 21	Document
07.04.11.05	Resolution of Directors re ESOP -Niek Dekker Jan 21	Document
07.04.11.06	Employee Option Plan - Letter of Offer -Signed	Document
<b>07.04.12</b>	<b>11. Mai Martin</b>	Folder
07.04.12.01	A. Resolution of Directors re ESOP -Mai Martin Feb 21	Document
07.04.12.02	B. Employee Option Plan - Plan Rules - Mai Martin Feb 21	Document
07.04.12.03	D. Option Certificate - Mai Martin Feb 21	Document
07.04.12.04	E. Employee Option Plan - Letter of Offer -Mai Martin Feb 21-COMBINED	Document
07.04.12.05	Please_DocuSign_Employee_Option_Plan_-Mai_Ma-executed	Document
07.04.12.06	Mai Martin Share Certificate (1)	Document
07.04.12.07	C. Employee Option Plan - Letter of Offer -Mai Martin Feb 21-clean V2_signed	Document
<b>07.04.13</b>	<b>12. Stephen Allen</b>	Folder
07.04.13.01	Employee Option Plan - Letter of Offer - Stephen Allen(515882285.1)	Document
07.04.13.02	Option Certificate - Stephen Allen(515882308.1)	Document
07.04.13.03	Resolutions of Directors re ESOP - Stephen Allen(515882241.1)	Document

<b>07.04.14</b>	<b>13. Russel Pillemer and Dave Jacobson</b>	Folder
<b>07.04.14.01</b>	<b>Board Resolution</b>	Folder
07.04.14.01.01	Board Resolution - Russel and Dave Share Issuances(515905105.3)-Executed	Document
<b>07.04.14.02</b>	<b>Shareholder Resolution</b>	Folder
07.04.14.02.01	EFTsure Shareholder Resolution-signed HLB Mann Judd-executed	Document
07.04.14.02.02	Shareholders Resolution - Russel and Dave Share Issuances-Jason Lenga-executed	Document
07.04.14.02.03	Shareholders Resolution - Russel Pillemer and Dave Jacobson Share Issue-Executed	Document
07.04.14.02.04	Shareholders Resolution - Russel Pillemer and Dave Jacobson Share Issue-Executed COMBINED	Document
07.04.14.02.05	Signed acceptance of share issue to Russ and Dave-Sophie Allen-executed	Document
<b>07.05</b>	<b>BDM Information</b>	Folder
07.05.00	BDM Info File Note re Folders 07.05.01 to 07.05.04	Document
<b>07.05.01</b>	<b>2021_Aug</b>	Folder
07.05.01.01	Bill Willcocks 2021 - Sales Commission Calculator - 2021-08	Document
07.05.01.02	Daniel Hareb 2021 - Sales Commission Calculator - 2021-08	Document
07.05.01.03	Daniel On Tony - Sales Commission Calculator - 2021-08	Document
07.05.01.04	Mary Italiano 2021 - Sales Commission Calculator - 2021-08	Document
07.05.01.05	Tony Traub 2021 - Sales Commission Calculator - 2021-08	Document
<b>07.05.02</b>	<b>2020_Dec</b>	Folder
07.05.02.01	Bill Willcocks 2020 - Sales Commission Calculator - 2020-12	Document
07.05.02.02	Carey McLaren 2019-2020 - Sales Commission Calculator - 2020-07	Document
07.05.02.03	Daniel Hareb 2020 - Sales Commission Calculator - 2020-12	Document
<b>07.05.03</b>	<b>2019_Dec</b>	Folder
07.05.03.01	Bill Willcocks 2019 - Sales Commission Calculator - 2019-12	Document
07.05.03.02	Calvin Woo 2019 - Sales Commission Calculator - 2019-08	Document
07.05.03.03	Daniel Hareb 2019 - Sales Commission Calculator - 2019-12	Document
<b>07.05.04</b>	<b>2018_Dec</b>	Folder
07.05.04.01	Bill Willcocks 2018 - Sales Commission Calculator - 2018-12	Document
07.05.04.02	Calvin Woo 2018 - Sales Commission Calculator - 2018-12	Document
<b>07.06</b>	<b>Casual Employment Agreement Examples</b>	Folder
07.06.01	Contract Signed For Kirillos Mesiha	Document
07.06.02	Letter Of Offer Employment - Sandra Youssif - 2020-03-16 SIGNED	Document
07.07	Note on current hiring actions	Document
<b>08</b>	<b>Technology</b>	<b>Main Folder</b>
<b>08.01</b>	<b>Security</b>	Folder
<b>08.01.01</b>	<b>Designs, Policies &amp; Procedures</b>	Folder
08.01.01.01	2020_eftsure Defensive Design_v1.1	Document
08.01.01.02	2020_eftsure Mutual NDA Template_v1.1	Document
08.01.01.03	2020_eftsure_BCP-Business_Continuity_Plan_v1.7	Document
08.01.01.04	2020_eftsure_Change_Management_Document_v1.2	Document
08.01.01.05	2020_eftsure_Data_Classification and Handling_Procedures_v1.2	Document
08.01.01.06	2020_eftsure_Health and Safety Policy Document_v1.3	Document
08.01.01.07	2020_eftsure_RiskManagement_Procedures_v1.3	Document
08.01.01.08	2020_eftsure_Security_Awareness_Training_v1.1	Document
08.01.01.09	2020_eftsure_Security_Incident_Management_v1.2	Document
08.01.01.10	2021_eftsure policies_v5.0	Document
<b>08.01.02</b>	<b>Reports and Tests</b>	Folder
08.01.02.01	202107 eftsure Letter of Attestation Web Application	Document
08.01.02.02	eftsure VRM Risk & Compliance Assessment 2021	Document
08.01.02.03	Transport for NSW security Sign off	Document
08.01.02.04	CARR Report - eftsure - December 2020 Final	Document
08.01.02.05	Westpac source review sign off	Document
08.01.02.06	Security Scorecard - External review of eftsure security	Document
<b>08.01.03</b>	<b>AWS Audits &amp; Certificates</b>	Folder
08.01.03.01	AWS_kms-crypto-details	Document
08.01.03.02	AWS_Risk_and_Compliance_Whitepaper	Document
08.01.03.03	AWS_SOC3	Document
08.01.03.04	introduction-aws-security	Document
08.01.03.05	iso_27001_global_certification	Document
08.01.03.06	iso_27017_certification	Document
08.01.03.07	iso_27018_certification	Document
08.01.03.08	iso_9001_certification	Document
<b>08.02</b>	<b>Network</b>	Folder
08.02.01	Monthly Supplier Numbers	Document
<b>08.03</b>	<b>Software Licences</b>	Folder
08.03.01	open_source_licences	Document
08.03.02	licenses	Document
08.03.03	ThirdPartyLicense	Document
08.03.04	Creditor Watch NDA	Document
08.03.05	CreditorWatch Invoice	Document
08.03.06	AddressFinder invoice	Document
08.03.08	License Statement HighCharts	Document
<b>08.04</b>	<b>Technology Questionnaire / DD</b>	Folder
<b>08.04.01</b>	<b>02.1 Application</b>	Folder
08.04.01.01	eftsure integration api	Document
08.04.01.02	eftsureAPI v1.20	Document
<b>08.04.02</b>	<b>09.3 Source Control and Release Management</b>	Folder
08.04.02.01	eftsure_development_process	Document
<b>08.04.03</b>	<b>10. Policy, Regulations, Compliance, Legal</b>	Folder
08.04.03.01	Eftsure PNew - Software Partner Agreement (FINAL) 31 August 2021	Document

<b>08.04.04</b>		Folder
08.04.04.01	2021_eftsurre policies_v5.1	Document
08.04.04.02	eftsurre Org Chart_27 Sept 2021_For DD	Document
08.04.04.03	The Gemini Solution Staff Handbook	Document
<b>08.04.05</b>	<b>12.2 Product</b>	Folder
<b>08.04.05.01</b>	<b>DB Schema</b>	Folder
08.04.05.01.01	Database schema for two or three tables	Document
08.04.05.01.02	onboardings_table	Document
08.04.05.01.03	payment_methods_table	Document
08.04.05.01.04	suppliers_table	Document
08.04.05.01.05	verifications_table	Document
08.04.05.01.06	whitelist_table	Document
<b>08.04.05.02</b>	<b>Packages</b>	Folder
08.04.05.02.01	Package files	Document
08.04.05.02.02	packages	Document
08.04.05.02.03	packages (1)	Document
08.04.05.02.04	packages (2)	Document
08.04.05.02.05	packages (3)	Document
08.04.05.02.06	packages (4)	Document
08.04.05.02.07	pom	Document
08.04.05.02.08	Root of source control system showing list of repos	Document
08.04.05.03	eftsurre application architecture	Document
08.04.05.04	eftsurre repos	Document
08.04.05.05	readme	Document
<b>08.04.05.06</b>	<b>Front End Package</b>	Folder
08.04.05.06.01	bundleconfig	Document
<b>08.04.06</b>	<b>12.3 Infrastructure</b>	Folder
08.04.06.01	11_COMPLIANCE	Document
08.04.06.02	16_17_ThreatIntelligence	Document
08.04.06.03	16_AWS_Alerts	Document
08.04.06.04	16_logs	Document
08.04.06.05	16_SOPHOS	Document
08.04.06.06	16_TREND_MICRO	Document
08.04.06.07	19_DLP_Policy_Log	Document
08.04.06.08	19_DLP_Rules	Document
08.04.06.09	202107 - eftsurre - Web Application Penetration Retest Report ID11188 v3.0	Document
08.04.06.10	2021_eftsurre_BCP-Business_Continuity_Plan_v2.0	Document
08.04.06.11	3_CloudTrail	Document
08.04.06.12	8_AWS_Network_Diagram2	Document
08.04.06.13	CloudWatch Dashboard	Document
08.04.06.14	OTRS	Document
08.04.06.15	RDS_Dashboard	Document
08.04.06.16	WAF_Dashboard	Document
<b>08.04.07</b>	<b>12.4 Process</b>	Folder
<b>08.04.07.01</b>	<b>Roadmap</b>	Folder
<b>08.04.07.01.01</b>	<b>Roadmap referenced documents</b>	Folder
08.04.07.01.01.01	B2B Link	Document
08.04.07.01.01.01.01	Eftsurre - Payment Times Reporting	Document
08.04.07.01.01.01.01.01	Payment Risk Score - Sample_(003) 2	Document
08.04.07.01.01.01.01.01.01	Project Global reach	Document
08.04.07.01.01.01.01.01.01.01	PTRS and Modern Slavery	Document
08.04.07.01.01.01.01.01.01.01.01	Product Roadmap Discussion July 2021	Document
08.04.07.02	2021_eftsurre Defensive Design_v2.0	Document
08.04.07.03	Dev backlog	Document
08.04.07.04	eftsurre_development_process	Document
08.04.07.05	In-progress dev work-list	Document
08.04.07.06	Sample PR with comments	Document
08.04.07.07	spec1	Document
08.04.07.08	spec2	Document
08.04.07.09	spec3	Document
08.04.07.10	Sprint	Document
<b>08.04.08</b>	<b>12.5 Other</b>	Folder
<b>08.04.08.01</b>	<b>Patents</b>	Folder
<b>08.04.08.01.01</b>	<b>Australia and PCT</b>	Folder
<b>08.04.08.01.01.01</b>	<b>eftsurre mobile patent</b>	Folder
08.04.08.01.01.01.01	P109487.AU - Provisional Speci, drawings as filed 04.09.2018	Document
<b>08.04.08.01.01.01.01</b>	<b>eftsurre system patent</b>	Folder
08.04.08.01.01.01.01.01	P99954.PCT - Publication WO 2015_176105 A1	Document
<b>08.04.08.01.01.01.01.01</b>	<b>Supplier onboarding</b>	Folder
08.04.08.01.01.01.01.01.01	P107395.PCT - Formal Drawings as filed on 1.4.2019	Document
08.04.08.01.01.01.01.01.01.01	P107395.PCT-Specification as filed	Document
<b>08.04.08.01.02</b>	<b>Europe</b>	Folder
08.04.08.01.02.01	P99954.EP - Clean amendments as filed_From assoc 17-Nov-2017	Document
08.04.08.01.02.01.01	P99954.EP - Current Drawings	Document
<b>08.04.08.01.03</b>	<b>Europe inc HK</b>	Folder
08.04.08.01.03.01	P99954.EP - Clean amendments as filed_From assoc 17-Nov-2017	Document
08.04.08.01.03.01.01	P99954.EP - Current Drawings	Document
<b>08.04.08.01.04</b>	<b>New Zealand</b>	Folder
08.04.08.01.04.01	P99954.NZ - Specification as filed at IPONZ (downloaded from IPONZ)	Document

<b>08.04.08.01.05</b>	<b>South Africa</b>	<b>Folder</b>
08.04.08.01.05.	P99954.ZA - Clean Amendment as filed	Document
08.04.08.01.05.	P99954.ZA - Current Drawings (Amendment as filed)	Document
08.04.08.01.05.	P99954.ZA - Specification including amendments as filed on 12.06.2018	Document
08.04.08.01.06	EFTSure Patent Status Report - GH Standard - Patent Portfolio Report - B as at 28 Sep 2021	Document
08.04.08.01.07	IPRP11 1-Sep 16	Document
08.04.08.01.08	Letter from Associate - Letters Patent	Document
08.04.08.01.09	PCT Drawings as filed	Document
08.04.08.01.10	PCT Specification as filed	Document
08.04.08.01.11	Reporting Letter	Document
08.04.08.02	2021_eftsure policies_v5.1	Document
08.04.08.03	2021_eftsure_Data_Classification and Handling_Procedures_v2.1	Document
08.04.08.04	2021_eftsure_Employee_Offboarding_Checklist_v1.0	Document
08.04.08.05	2021_eftsure_Employee_Offboarding_Checklistv1.1	Document
08.04.08.06	2021_eftsure_Security_Incident_Management_v1.3	Document
08.04.08.07	CARR Report - eftsure - December 2020 Final (3)	Document
08.04.09	Commercial and OSS components - Eftsure	Document
08.04.10	Corporate Tech and Software - Eftsure	Document
08.04.11	Employees - Eftsure	Document
08.04.12	Integrations - Eftsure	Document
08.04.13	Technical Questionnaire - Eftsure - Complete	Document
<b>08.05</b>	<b>Security Policies and Privacy question</b>	<b>Folder</b>
08.05.01	2021_eftsure Defensive Design_v2.0	Document
08.05.02	2021_eftsure policies_v5.1	Document
08.05.03	2021_eftsure_Data_Classification and Handling_Procedures_v2.0	Document
08.05.04	2021_eftsure_Security_and_Service_InfoGuide_v1.3	Document
08.05.05	2021_eftsure_Security_Incident_Management_v1.3	Document
08.05.06	2021_eftsure_Third_Party_Supplier_Questionnaire_v1.2	Document
08.05.07	Eftsure_Letter_030521	Document
<b>09</b>	<b>Intellectual Property</b>	<b>Main Folder</b>
<b>09.01</b>	<b>Domains</b>	<b>Folder</b>
09.01.01	List of Eftsure Domains	Document
09.01.02	Domain ownership	Document
09.01.03	eftsure domain evidence	Document
<b>09.02</b>	<b>Patent Status</b>	<b>Folder</b>
09.02.01	Patent Portfolio Report for EFTSure Pty Ltd as at 12.04.2021	Document
<b>09.02.02</b>	<b>Patents</b>	<b>Folder</b>
<b>09.02.02.01</b>	<b>Australia and PCT</b>	<b>Folder</b>
<b>09.02.02.01.01</b>	<b>eftsure mobile patent</b>	<b>Folder</b>
09.02.02.01.01.	P109487.AU - Provisional Speci, drawings as filed 04.09.2018	Document
<b>09.02.02.01.02</b>	<b>eftsure system patent</b>	<b>Folder</b>
09.02.02.01.02.	P99954.PCT - Publication WO 2015_176105 A1	Document
<b>09.02.02.01.03</b>	<b>Supplier onboarding</b>	<b>Folder</b>
09.02.02.01.03.	P107395.PCT - Formal Drawings as filed on 1.4.2019	Document
09.02.02.01.03.	P107395.PCT-Specification as filed	Document
<b>09.02.02.02</b>	<b>Europe</b>	<b>Folder</b>
09.02.02.02.01	P99954.EP - Clean amendments as filed_From assoc 17-Nov-2017	Document
09.02.02.02.02	P99954.EP - Current Drawings	Document
<b>09.02.02.03</b>	<b>Europe inc HK</b>	<b>Folder</b>
09.02.02.03.01	P99954.EP - Clean amendments as filed_From assoc 17-Nov-2017	Document
09.02.02.03.02	P99954.EP - Current Drawings	Document
<b>09.02.02.04</b>	<b>New Zealand</b>	<b>Folder</b>
09.02.02.04.01	P99954.NZ - Specification as filed at IPONZ (downloaded from IPONZ)	Document
<b>09.02.02.05</b>	<b>South Africa</b>	<b>Folder</b>
09.02.02.05.01	P99954.ZA - Clean Amendment as filed	Document
09.02.02.05.02	P99954.ZA - Current Drawings (Amendment as filed)	Document
09.02.02.05.03	P99954.ZA - Specification including amendments as filed on 12.06.2018	Document
09.02.02.06	EFTSure Patent Status Report - GH Standard - Patent Portfolio Report - B as at 28 Sep 2021	Document
09.02.02.07	IPRP11 1-Sep 16	Document
09.02.02.08	Letter from Associate - Letters Patent	Document
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<b>09.03</b>	<b>Trademarks</b>	<b>Folder</b>
09.03.01	Eftsure Trademarks Schedule	Document
09.03.02	New Zealand IP Office - Notice of Trademark Acceptance	Document
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09.03.04	Letter to Eftsure from Griffith Hack - NZ Trademark (Jun 2015)	Document
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<b>10</b>	<b>Legal</b>	<b>Main Folder</b>
<b>10.01</b>	<b>Leases</b>	<b>Folder</b>
<b>10.01.01</b>	<b>Sydney (Head Office)</b>	<b>Folder</b>
10.01.01.01	Lease - Level 6, 122 Walker St (Mar 2020)	Document



10.01.01.02	Occupation Licence - Suite 1, Level 5, 122 Walker Street (Mar 2021)	Document
10.01.01.03	Incentive Deed - EFTsure - Level 5 Suite 1 Level 6 Suite 2 122 Walker St (execution 08.10.21)	Document
10.01.01.04	Lease - EFTsure - Level 5 Suite 1 Level 6 Suite 2, 122 Walker St, North Sydney (execution 08.10.21)	Document
10.01.01.05	Car Parking Licence_FULLY EXECUTED_Basement_118 Walker St_EFTsure Pty Ltd	Document
10.01.01.06	Email re additional 2 months incentive 9 Nov 21 and Dec 21 given by landlord-122 Walker St North Sydney	Document
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10.01.01.08	Incentive Deed - EFTsure Pty Ltd - Level 5 Suite 1 Level 6 Suite 2 122 Walker St (execution 08.10.2)	Document
10.01.01.09	Lease - EFTsure Pty Ltd - Level 5 Suite 1 Level 6 Suite 2, 122 Walker St, North Sydney (execution 08.10.21)	Document
10.01.01.10	Westpac Bank Guarantee for Office 122 Walker Street	Document
10.01.01.11	EFTsure Pty Ltd - Letter Confirming Offer - 20211020	Document
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10.01.01.13	(amended in mark-up 22.10.21) Lease - EFTsure Pty Ltd - Level 5 Suite 1 Level 6 Suite 2, 122 Walker St (execution 22.10.21)	Document
10.01.01.14	Lease - EFTsure Pty Ltd - Level 5 Suite 1 Level 6 Suite 2, 122 Walker St, North Sydney (execution 08.10.21)	Document
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10.01.01.16	EFTsure Pty Ltd - Letter Confirming Offer of rent assistance- 20211020	Document
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10.01.02.02	Servcorp Brisbane Directory Board Listing	Document
10.01.02.03	Executed agreement-servcorp Brisbane	Document
<b>10.01.03</b>	<b>Melbourne (Servcorp)</b>	Folder
10.01.03.01	Servcorp Melbourne Agreement	Document
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<b>10.01.04</b>	<b>Perth (Servcorp)</b>	Folder
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<b>10.02</b>	<b>South Africa</b>	Folder
10.02.01	Aligned Capital Distribution Agreement (South Africa)	Document
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10.02.03	EFTsure Africa Email (Part 1 of 2)	Document
10.02.04	EFTsure Africa Email (Part 2 of 2) (Attachment as Referred to in Part 1 of 2)	Document
<b>10.03</b>	<b>MOGO</b>	Folder
10.03.01	MOGO AU MSA & SOW - EFTsure V3 20210830 FINAL signed	Document
<b>10.05</b>	<b>IT Systems List</b>	Folder
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<b>10.06</b>	<b>Interactive Accounting</b>	Folder
10.06.01	Interactive Accounting Engagement Letter	Document
<b>10.07</b>	<b>ChurnZero</b>	Folder
10.07.01	ChurnZero_Customer_Agreement_for_eftsure	Document
<b>10.08</b>	<b>Zendes</b>	Folder
10.08.01	Zendes_Documents_for_your_DocuSign_Signature (1)	Document
<b>10.09</b>	<b>PwC Legal</b>	Folder
10.09.01	PwC Legal Engagement Letter	Document
<b>10.10</b>	<b>Legal DD Checklist &amp; RFI</b>	Folder
10.10.01	Vector - JWS Legal DD Checklist and RFI	Document
10.10.02	EFTsure PL Data Synergies Comments	Document
<b>10.11</b>	<b>The Specialist</b>	Folder
10.11.01	Credit Note	Document
10.11.02	Tax Invoice 00324163	Document
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10.11.04	Tax Invoice 00316102	Document
10.11.05	Tax Invoice 00316155	Document
10.11.06	Tax Invoice 00316175	Document
10.11.07	Tax Invoice 00317551	Document
10.11.08	Tax Invoice 00318479	Document
10.11.09	Tax Invoice 00321148	Document
10.11.10	Tax Invoice 00322189	Document
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10.11.12	Tax Invoice 00322468	Document
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10.11.14	Tax Invoice 00322829	Document
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10.11.19	Tax Invoice 00323112	Document
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10.11.21	Tax Invoice 00323281	Document
10.11.22	Tax Invoice 00323321	Document
10.11.23	Tax Invoice 00323493	Document
10.11.24	Tax Invoice 00323635	Document
10.11.25	Tax Invoice 00323711	Document
10.11.26	Tax Invoice 00323748	Document
10.11.27	Tax Invoice 00323790	Document
10.11.28	Tax Invoice 00323892	Document
10.11.29	Tax Invoice 00323963	Document
10.11.30	Tax Invoice 00323990	Document
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10.11.34	SO-300103	Document
10.11.35	SO-300126	Document
10.11.36	SO-300141	Document
10.11.37	SO-300165	Document
10.11.38	SO-300166	Document
10.11.39	SO-300188	Document
10.11.40	SO-300215	Document
10.11.41	SO-300239	Document
10.11.42	SO-300273	Document
10.11.43	SO-300281	Document
10.11.44	SO-300290	Document
10.11.45	SO-300294	Document
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10.11.47	SO-300322	Document
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10.12	2021_eftsurre_BCP-Business_Continuity_Plan_v2.0	Document
<b>11</b>	<b>Insurance</b>	<b>Main Folder</b>
<b>11.01</b>	<b>Business Insurance</b>	Folder
<b>11.01.01</b>	<b>FY2019</b>	Folder
11.01.01.01	Business Package Insurance Letter (Sep 2018)	Document
11.01.01.02	Business Package Insurance Confirmation of Cover (Sep 2018)	Document
<b>11.01.02</b>	<b>FY2020</b>	Folder
11.01.02.01	Business Package Insurance Renewal Letter (Aug 2019)	Document
<b>11.01.03</b>	<b>FY2021</b>	Folder
11.01.03.01	Business Package Insurance Confirmation of Cover (2021)	Document
11.01.03.02	Business Package Insurance and ITL (2021)	Document
11.01.03.03	Business Package Insurance Renewal Letter (Aug 2020)	Document
<b>11.02</b>	<b>Cybercrime Insurance</b>	Folder
11.02.01	Cybercrime Certificate of Currency (Dec 2019 to Dec 2020)	Document
11.02.02	Cyber Insurance Letter (Dec 2019)	Document
<b>11.03</b>	<b>PI and DO Insurance</b>	Folder
<b>11.03.01</b>	<b>FY2019</b>	Folder
11.03.01.01	Information Technology Liability Certificate of Currency (June 2018 to June 2019)	Document
11.03.01.02	GL Only Lessor Certificate of Currency (June 2017 to June 2018)	Document
11.03.01.03	GL Only Lessor Certificate of Currency (June 2018 to June 2019)	Document
11.03.01.04	ITL and ML Insurance Renewal Letter (May 2018)	Document
11.03.01.05	Uninsured Risk (May 2018)	Document
<b>11.03.02</b>	<b>FY2020</b>	Folder
11.03.02.01	ITL Certificate of Currency (June 2019 to June 2020)	Document
11.03.02.02	ITL and ML Insurance Renewal Letter (May 2019)	Document
11.03.02.03	ITL Confirmation of Cover (June 2020 to June 2021)	Document
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11.03.03.01	ITL and ML Insurance Renewal Letter (May 2020)	Document
11.03.03.02	Certificate of Currency FY21 Professional, Product and Public Liability and Cyber	Document
11.05	Claim for Laptop Feb 21	Document
<b>12</b>	<b>Tax</b>	<b>Main Folder</b>
<b>12.00</b>	<b>Tax Compendium</b>	Folder
12.00.01	2018 Return	Document
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12.00.03	2020 Return	Document
12.00.04	EFTSurre BAS - Apr 2019 (ATO)	Document
12.00.05	EFTSurre BAS - Apr 2020 (ATO)	Document
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12.00.09	EFTSurre BAS - Aug 2019 (ATO)	Document
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12.00.15	EFTSurre BAS - Dec 2018 (ATO)	Document
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12.00.23	EFTSurre BAS - Feb 2021 (ATO)	Document
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12.00.25	EFTSurre BAS - Jan 2019 (ATO)	Document
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12.00.27	EFTSurre BAS - Jan 2020 (Xero)	Document
12.00.28	EFTSurre BAS - Jan 2021 (ATO)	Document
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12.00.33	EFTSure BAS - Jul 2021 (ATO)	Document
12.00.34	EFTSure BAS - Jul 2021 (Xero)	Document
12.00.35	EFTSure BAS - Jun 2019 (ATO)	Document
12.00.36	EFTSure BAS - Jun 2020 (ATO)	Document
12.00.37	EFTSure BAS - Jun 2020 (Xero)	Document
12.00.38	EFTSure BAS - Jun 2021 (ATO)	Document
12.00.39	EFTSure BAS - Jun 2021 (Xero)	Document
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12.00.55	EFTSure BAS - Oct 2018 (ATO)	Document
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12.00.59	EFTSure BAS - Oct 2020 (Xero)	Document
12.00.60	EFTSure BAS - Sep 2018 (ATO)	Document
12.00.61	EFTSure BAS - Sep 2019 (ATO)	Document
12.00.62	EFTSure BAS - Sept 2019 (Xero)	Document
12.00.63	EFTSure BAS - Sept 2020 (ATO)	Document
12.00.64	EFTSure BAS - Sept 2020 (Xero)	Document
<b>12.01</b>	<b>Income Tax</b>	Folder
<b>12.01.01</b>	<b>FY2018</b>	Folder
12.01.01.01	2018 Cover Letter	Document
12.01.01.02	2018 Electronic Lodgement Declaration	Document
12.01.01.03	2018 Income Tax Return	Document
<b>12.01.02</b>	<b>FY2019</b>	Folder
12.01.02.01	2019 Management Representation Letter	Document
12.01.02.02	2019 Income Tax Return	Document
12.01.02.03	2019 Electronic Lodgement Declaration	Document
12.01.02.04	2019 Combined Income Tax Return & ELD	Document
<b>12.01.03</b>	<b>FY2020</b>	Folder
12.01.03.01	2020 Cover Letter	Document
12.01.03.02	2020 Governance Communication	Document
12.01.03.03	2020 Management Represeantation Letter	Document
12.01.03.04	2020 Income Tax Return	Document
12.01.03.05	2020 Electronic Lodgement Declaration	Document
<b>12.02</b>	<b>General Taxes</b>	Folder
12.02.01	EFTSure Pty Ltd - Enrolment for JobKeeper	Document
12.02.02	EFTsure Pty Ltd - Income Tax Account	Document
12.02.03	EFTsure Pty Ltd - 2018 Cover Letter	Document
12.02.04	EFTsure Pty Ltd - 2019 Cover Letter	Document
12.02.05	EFTsure Pty Ltd - 2020 Cover Letter	Document
12.02.06	EFTsure Pty Ltd - Critical Response Account	Document
12.02.07	EFTsure Pty Ltd - Intergrated Client Account	Document
12.02.08	EFTsure Pty Ltd - Superannuation Guarantee Employer Account	Document
<b>12.03</b>	<b>Payroll Tax</b>	Folder
<b>12.04</b>	<b>R&amp;D Tax Incentives</b>	Folder
12.04.01	R & D Tax Incentive Schedule 2016	Document
12.04.02	R & D Tax Incentive Schedule 2017	Document
<b>12.05</b>	<b>Employment Taxes</b>	Folder
12.05.01	Eftsure FY20 PRT WP	Document
12.05.02	Eftsure FY21 PRT Reconciliation WP	Document
12.05.03	Eftsure NSW PRT AR FY20	Document
12.05.04	Eftsure NSW PRT AR FY21	Document
12.05.05	Eftsure PRT July 2021	Document
12.05.06	Eftsure QLD PRT AR FY21	Document
12.05.07	Eftsure September 2021 NSW	Document
12.05.08	Eftsure VIC PRT AR FY20	Document
12.05.09	Eftsure VIC PRT AR FY21	Document
12.05.10	QLD FY20 return	Document
12.05.11	Revenue NSW - PRT August 2021 Eftsure	Document
12.05.12	WA PRT Lodgement	Document
12.05.13	Eftsure FY20 PayrollEmployeeSummary	Document
12.05.14	Eftsure FY21 PayrollEmployeeSummary	Document
12.05.15	Eftsure FY22 PayrollEmployeeSummary	Document
12.05.16	Payroll Tax Advice - HLB to EftSure - RE - Directors Payments - Exempt from PRT	Document
12.05.17	Eftsure Pty Ltd - Contractors 30 Jun 2020	Document

12.05.18	Eftsure Pty Ltd - Contractors 30 Jun 2021	Document
12.05.19	Eftsure Pty Ltd - Contractors 31 Aug 2021	Document
<b>12.06</b>	<b>Payslips</b>	Folder
12.06.01	Payslips - Aug	Document
12.06.02	Payslips - July	Document
<b>12.07</b>	<b>GST</b>	Folder
12.07.01	RCTI Example 1 - Procure July 2021 Commissions	Document
12.07.02	RCTI Example 2 - Technology Governance April 2021 Commissions	Document
<b>12.08</b>	<b>Deloitte Tax Follow Up RFI and Questions</b>	Folder
12.08.00	Deloitte Tax Follow Up Questions and Responses	Document
12.08.01	Actual Monthly Results	Document
12.08.02	April 2020 Monthly JobKeeper Declaration	Document
12.08.03	August 2020 Monthly JobKeeper Declaration	Document
12.08.04	David F - JobKeeper Nomination Form-signed	Document
12.08.05	Employee Nomination forms - EFTSure	Document
12.08.06	Enrolment for JobKeeper - EFTSure Pty Limited	Document
12.08.07	JobKeeper Turnover Test_Calculator (1)	Document
12.08.08	July 2020 Monthly Declaration	Document
12.08.09	June 2020 JobKeeper Declaration	Document
12.08.10	May 2020 JobKeeper Declaration	Document
12.08.11	September 2020 JobKeeper Monthly Declaration	Document
12.08.12	2018 Blackhole expenditure	Document
12.08.13	2019 Blackhole expenditure	Document
12.08.14	2020 Blackhole expenditure	Document
12.08.15	Deloitte Tax Follow Up Questions and Responses Round II	Document
<b>13</b>	<b>Miscellaenous</b>	<b>Main Folder</b>
<b>13.01</b>	<b>Mobile Videos</b>	Folder
13.01.01	eftsure Mobile app with real invoice	Document
13.01.02	eftsure Mobile with fraud invoice	Document
<b>13.02</b>	<b>Initial Deloitte RFI and Questions</b>	Folder
13.02.01	Project Vector - Deloitte RFI 141021 v4	Document
13.03	Payee onboarding invitation - Outlook	Document
13.04	Schedule of Staff Transaction Bonuses	Document
13.05	New Supplier email - Locked Template - DET	Document
13.06	Supplier Onboarding Guide	Document
13.07	Supplier Verification Email Template_DET	Document

**Annexure B**  
**Shareholders Deed**

**Annexure C**  
**Escrow Deed**

**Annexure D**  
**Option Cancellation Deed**

**Annexure E**  
**Option Invitation Letter**



**Annexure F**  
**Ratchet Ordinary Cancellation Deed**

**Annexure G**  
**Ratchet Preference A Cancellation Deed**

**Annexure H**  
**W&I Insurance Policy 1**

**Annexure I**  
**W&I Insurance Policy 2**

**Annexure J**  
**Deed of Termination**