

**Form 603**Corporations Act 2001  
Section 671B**Notice of initial substantial holder**To Company Name/Scheme **Booktopia Group Limited**ACN/ARSN **612 421 388****1. Details of substantial holder (1)**Name **Booktopia Group Limited (Booktopia)**ACN/ARSN (if applicable) **612 421 388**The holder became a substantial holder on **3/12/2020****2. Details of voting power**

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
<b>Fully paid ordinary shares (Shares)</b>	<b>109,535,020</b>	<b>109,535,020</b>	<b>79.7%</b>

**3. Details of relevant interests**

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
<b>Booktopia</b>	<b>Interest held under section 608(8) of the Corporations Act through voluntary escrow deeds in the form attached in the Annexure</b>	<b>109,535,020</b>

**4. Details of present registered holders**

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
<b>Booktopia and Tony Nash Enterprises Pty Ltd in its capacity as trustee</b>	<b>Tony Nash Enterprises Pty Ltd in its capacity as trustee</b>	<b>Tony Nash Enterprises Pty Ltd) in its capacity as trustee</b>	<b>25,536,192 Shares</b>
<b>Booktopia and Nashtopia Pty Ltd in its capacity as trustee</b>	<b>Nashtopia Pty Ltd in its capacity as trustee</b>	<b>Nashtopia Pty Ltd in its capacity as trustee</b>	<b>12,728,173 Shares</b>
<b>Booktopia and Roxygal Pty Ltd in its capacity as</b>	<b>Roxygal Pty Ltd in its capacity as trustee</b>	<b>Roxygal Pty Ltd in its capacity as trustee</b>	<b>20,691,877 Shares</b>

trustee			
Booktopia and Wayne Baskin	Wayne Baskin	Wayne Baskin	5,442,978 Shares
Booktopia and Tania Johnston	Tania Johnston	Tania Johnston	493,676 Shares
Booktopia and Phillip Maundrell	Phillip Maundrell	Phillip Maundrell	1,768,799 Shares
Booktopia and Ainsley Frederick James Henderson	Ainsley Frederick James Henderson	Ainsley Frederick James Henderson	2,468,387 Shares
Booktopia and Australian Direct Investments Pty Ltd in its capacity as trustee	Australian Direct Investments Pty Ltd in its capacity as trustee	Australian Direct Investments Pty Ltd in its capacity as trustee	4,151,868 Shares
Booktopia and Clifro Pty Ltd in its capacity as trustee	Clifro Pty Ltd in its capacity as trustee	Clifro Pty Ltd in its capacity as trustee	508,953 Shares
Booktopia and David Greatorex	David Greatorex	David Greatorex	85,000 Shares
Booktopia and HG Investments Australia Pty Ltd in its capacity as trustee	HG Investments Australia Pty Ltd in its capacity as trustee	HG Investments Australia Pty Ltd in its capacity as trustee	203,582 Shares
Booktopia and Klatzko Investments Pty Ltd	Klatzko Investments Pty Ltd	Klatzko Investments Pty Ltd	255,000 Shares
Booktopia and M & S Skyleisure Pty Ltd in its capacity as trustees	M & S Skyleisure Pty Ltd in its capacity as trustees	M & S Skyleisure Pty Ltd in its capacity as trustees	2,035,810 Shares
Booktopia and Mark Paton Super Fund Pty Ltd in its capacity as trustee	Mark Paton Super Fund Pty Ltd in its capacity as trustee	Mark Paton Super Fund Pty Ltd in its capacity as trustee	340,000 Shares
Booktopia and Rondeau Pty Ltd in its capacity as trustee	Rondeau Pty Ltd in its capacity as trustee	Rondeau Pty Ltd in its capacity as trustee	340,000 Shares
Booktopia and SLM Custodians Pty Ltd in its capacity as trustee	SLM Custodians Pty Ltd in its capacity as trustee	SLM Custodians Pty Ltd in its capacity as trustee	600,000 Shares
Booktopia and Stafford Growth Fund 6, LP	Stafford Growth Fund 6, LP	Stafford Growth Fund 6, LP	1,700,000 Shares
Booktopia and National Nominees Ltd in its capacity as Investment Manager	National Nominees Ltd in its capacity as Investment Manager	National Nominees Ltd in its capacity as Investment Manager	5,806,584 Shares
Booktopia and BNP Paribas Nominees Pty Ltd in its capacity as custodian	BNP Paribas Nominees Pty Ltd in its capacity as custodian	BNP Paribas Nominees Pty Ltd in its capacity as custodian	1,189,301 Shares
Booktopia and CS Third Nominees Pty Limited	CS Third Nominees Pty Limited	CS Third Nominees Pty Limited	4,197,531 Shares
Booktopia and Ellerston Capital Limited in its capacity as trustee and responsible entity for various trusts and managed investments schemes	Ellerston Capital Limited in its capacity as trustee and responsible entity for various trusts and managed investments schemes	Ellerston Capital Limited in its capacity as trustee and responsible entity for various trusts and managed investments schemes	3,497,942 Shares

Booktopia and Washington H. Soul Pattinson & Company Limited	Washington H. Soul Pattinson & Company Limited	Washington H. Soul Pattinson & Company Limited	2,763,373 Shares
Booktopia and McNeil Nominees Pty Ltd	McNeil Nominees Pty Ltd	McNeil Nominees Pty Ltd	349,795 Shares
Booktopia and Berne No 132 Nominees Pty Ltd	Berne No 132 Nominees Pty Ltd	Berne No 132 Nominees Pty Ltd	349,795 Shares
Booktopia and Morningside Heights Pty Ltd acting in its capacity as trustee	Morningside Heights Pty Ltd acting in its capacity as trustee	Morningside Heights Pty Ltd acting in its capacity as trustee	34,981 Shares
Booktopia and LA&MDP Pty Limited in its capacity as trustee	LA&MDP Pty Limited in its capacity as trustee	LA&MDP Pty Limited in its capacity as trustee	263,570 Shares
Booktopia and Libertopia Management Pty Ltd	Libertopia Management Pty Ltd	Libertopia Management Pty Ltd	3,374,899 Shares
Booktopia and Libertopia Management Pty Ltd	Libertopia Management Pty Ltd	Libertopia Management Pty Ltd	1,955,604 Shares
Booktopia and JBS Investment Partners LP	JBS Investment Partners LP	JBS Investment Partners LP	335,810 Shares
Booktopia and Primus Trust Bizalmi Vagyonkezelő Zrt.	Primus Trust Bizalmi Vagyonkezelő Zrt.	Primus Trust Bizalmi Vagyonkezelő Zrt.	2,014,865 Shares
Booktopia and Primus Trust Bizalmi Vagyonkezelő Zrt.	Primus Trust Bizalmi Vagyonkezelő Zrt.	Primus Trust Bizalmi Vagyonkezelő Zrt.	2,014,865 Shares

## 5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
N/A				

## 6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
N/A	

## 7. Addresses

The addresses of persons named in this form are as follows:

Name	Address
Booktopia Group Limited	Unit E1, 3-29 Birnie Avenue, Lidcombe NSW 2141 Australia

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**Signature**

print name	<b>Anna Sandham</b>	capacity	<b>Company Secretary</b>
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sign here		date	<b>08/12/2020</b>
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**DIRECTIONS**

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
  - (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
  - (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
  - (4) The voting shares of a company constitute one class unless divided into separate classes.
  - (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
  - (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
  - (7) Include details of:
    - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
    - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

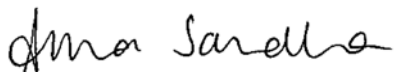
See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
  - (8) If the substantial holder is unable to determine the identity of the person ( eg. if the relevant interest arises because of an option) write "unknown".
  - (9) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
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Booktopia Group Limited (ACN 612 421 388)

Annexure

This is Annexure of 14 pages referred to in Form 603 – Notice of initial substantial holder

Signed:

A handwritten signature in black ink, appearing to read 'Anna Sandham', written in a cursive style.

Name: Anna Sandham

Date: 8 December 2020

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HERBERT  
SMITH  
FREEHILLS

# Voluntary Escrow Deed

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## Contents

<b>1</b>	<b>Definitions and interpretation</b>	<b>1</b>
1.1	Definitions .....	1
1.2	Interpretation .....	3
1.3	Compliance with Listing Rules .....	3
<b>2</b>	<b>Escrow</b>	<b>4</b>
2.1	Holder restrictions during Escrow Period .....	4
2.2	Controller restrictions during Escrow Period .....	4
2.3	Escrow restrictions .....	4
2.4	Exceptions .....	4
2.5	Notice .....	5
<b>3</b>	<b>Termination</b>	<b>5</b>
<b>4</b>	<b>Warranties and acknowledgment</b>	<b>6</b>
4.1	Giving of warranties .....	6
4.2	Warranties .....	6
4.3	Acknowledgment .....	7
4.4	Survival of representations and warranties .....	7
<b>5</b>	<b>Consequences of breaching this deed</b>	<b>7</b>
<b>6</b>	<b>Amendment</b>	<b>8</b>
<b>7</b>	<b>General</b>	<b>8</b>
7.1	Governing law and jurisdiction .....	8
7.2	Counterparts .....	8
7.3	Further assurances .....	8
7.4	Notices .....	8
7.5	Time of Essence .....	9
<b>Schedule 1</b>		
<b>Holder and Restricted Share details</b>		<b>10</b>
<b>Signing page</b>		<b>11</b>



## Voluntary Escrow Deed

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Date ► 2020

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Between the parties

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Company **Booktopia Group Limited** (ACN 612 421 388)  
of Unit E1, 3-29 Birnie Avenue, Lidcombe NSW 2141 Australia

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Holder The party identified in Item 1 of Schedule 1

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Controller The party identified in Item 4 of Schedule 1 (if any)

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Background

- 1 The Company intends to list on the ASX and undertake the Offer.
- 2 Certain Shares and other interests in the Company that the Holder holds or will hold following the Offer will be held by the Holder as Restricted Shares for the Escrow Period on the terms set out in this deed.

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This deed witnesses as follows:





# 1 Definitions and interpretation

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## 1.1 Definitions

The meanings of the terms used in this deed are set out below.

Term	Meaning
<b>ASX</b>	ASX Limited (ACN 008 624 691) or the market it operates as the context requires.
<b>ASX Settlement</b>	ASX Settlement Pty Ltd (ABN 49 008 504 532).
<b>Business Day</b>	a day on which banks are open for business in Sydney, other than a Saturday, Sunday or public holiday in Sydney.
<b>Business Hours</b>	9.00 am to 5.00 pm on any Business Day.
<b>Company</b>	Booktopia Group Limited (ACN 612 421 388).
<b>Completion</b>	the completion of the issue of new Shares in the Company to investors under the Offer.
<b>Controller</b>	the party specified in Item 4 of Schedule 1 (if any).
<b>Controller Interest</b>	the securities, economic interests or other interests in the Holder or the Restricted Shares in which the Controller (if any) has a direct or indirect interest and each intermediate entity through which that interest occurs, as set out in Item 4 of Schedule 1.
<b>Corporations Act</b>	<i>Corporations Act 2001</i> (Cth).
<b>Dealing</b>	in respect of any Restricted Shares or Controller Interest, means to: <ol style="list-style-type: none"><li>1. sell, assign, transfer or otherwise dispose of, or agree or offer to sell, assign, transfer or otherwise dispose of, that Restricted Share or Controller Interest or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;</li><li>2. create, or agree or offer to create, any Security Interest in that</li></ol>



Term	Meaning
	<p>Restricted Share or Controller Interest or any legal, beneficial or economic interest in that Restricted Shares or Controller Interest;</p> <p>3. enter into any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise dispose of that Restricted Share or Controller Interest; or</p> <p>4. do, or omit to do, any act if the act or omission would have the effect of transferring, directly or indirectly, effective ownership or control of that Restricted Share or Controller Interest or any legal, beneficial or economic interest in that Restricted Share or Controller Interest, or represent an agreement to do any of those things.</p> <p><b>Deal</b> and <b>Dealt</b> each have a corresponding meaning.</p>
<b>Escrow Period</b>	the period set out in Item 3 of Schedule 1.
<b>Holder</b>	the party specified in Item 1 of Schedule 1.
<b>Holding Lock</b>	has the meaning in Section 2 of the ASX Settlement Operating Rules.
<b>Issuer Sponsored Subregister</b>	the part of the Company's register for shares that is administered by the Company (and not ASX Settlement) and records uncertificated holdings of Shares.
<b>Listing</b>	the admission of the Company to the official list of the ASX.
<b>Listing Rules</b>	the listing rules of the ASX (or such other financial market on which the Company is listed) and any other rules of the ASX (or such other financial market as the Company is listed) which are applicable while the Company is admitted to the official list of the ASX (or such other financial market on which the Company is listed), each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX (or such other financial market on which the Company is listed).
<b>Offer</b>	the offer of Shares pursuant to the Prospectus.
<b>Operating Rules</b>	the official operating rules of ASX.
<b>Prospectus</b>	the prospectus to be issued by the Company and SaleCo dated on or around 2 November 2020 and lodged with the Australian Securities



Term	Meaning
	and Investments Commission in connection with the Offer.
<b>Restricted Shares</b>	the Shares specified in Item 2 of Schedule 1.
<b>SaleCo</b>	Bookopia SaleCo Limited (ACN 612 413 395)
<b>Security Interest</b>	<p>an interest or power:</p> <ol style="list-style-type: none"><li>reserved in or over an interest in any securities including, but not limited to, any retention of title;</li><li>created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power,</li></ol> <p>and any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.</p>
<b>Share</b>	an ordinary share in the Company.
<b>Voluntary Escrow Deed</b>	a voluntary escrow deed entered into in connection with the initial public offering of Shares (including this deed).

## 1.2 Interpretation

In this deed (including the recitals) unless the contrary intention appears:

- the singular includes the plural and vice versa;
- a reference to a party includes its successors, personal representatives and transferees;
- words and expressions defined in the Listing Rules, and not in this deed, have the meanings given to them in the Listing Rules;
- every warranty or agreement (expressed or implied) in which more than one person is joined, binds them individually and any combination of them as a group; and
- the schedules form part of this deed.

## 1.3 Compliance with Listing Rules

For so long as the Company is listed on the official list of the ASX:

- notwithstanding anything contained in this deed, if the Listing Rules prohibit an act being done, that act must not be done;
- nothing contained in this deed prevents an act being done that the Listing Rules require to be done;



- (c) if the Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;
- (e) if the Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and
- (f) if any provision of this deed is or becomes inconsistent with the Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

## 2 Escrow

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### 2.1 Holder restrictions during Escrow Period

Subject to clause 2.4, the Holder must not Deal in the Restricted Shares during the Escrow Period.

### 2.2 Controller restrictions during Escrow Period

Subject to clause 2.4, the Controller must not Deal in the Controller Interests during the Escrow Period.

### 2.3 Escrow restrictions

The parties acknowledge and agree that:

- (a) as soon as practicable following the issue of the Restricted Shares to the Holder or the commencement of trading of the Restricted Shares on the ASX pursuant to the Offer, as applicable, the Restricted Shares will be registered and held for the Holder on the Issuer Sponsored Subregister;
- (b) the Company will apply a Holding Lock to the Restricted Shares as soon as practicable after registration of the Restricted Shares on the Issuer Sponsored Subregister and the Holder hereby agrees to the application of the Holding Lock; and
- (c) the Company will do all things necessary to ensure that the Holding Lock is released:
  - (1) to the extent necessary to permit Dealings in Restricted Shares permitted by this deed; and
  - (2) in full at the conclusion of the Escrow Period,including notifying ASX that the Restricted Shares will be released from the Holding Lock, in accordance with the timing requirements set out in Listing Rule 3.10A.

### 2.4 Exceptions

During the Escrow Period, the Holder may Deal in any of its Restricted Shares if the Dealing arises solely as a result of:

- (1) the acceptance of a bona fide takeover bid made under chapter 6 of the Corporations Act in respect of the Shares, provided that the holders of at least half of the Shares that are not subject to any Voluntary Escrow



- Deed, and to which the offers under the bid relate, have accepted the bid;
- (2) the transfer or cancellation of the Shares as part of a scheme of arrangement relating to the Company under Part 5.1 of the Corporations Act;
  - (3) a disposal of, but not the creation of a Security Interest in, some or all of the Restricted Shares or Controller Interests (as the case may be) to a company or other entity controlled by the Controller (a **Transferee**) where the Transferee also enters into an escrow arrangement with the Company in respect of those securities or interests on the same terms as this deed for the remainder of the Escrow Period and provided that from an economic perspective, there is no effective disposal by the Holder and the Controller arising from this Dealing;
  - (4) an:
    - (A) equal access share buyback;
    - (B) equal access capital return; or
    - (C) equal access capital reduction,in each case made in accordance with the Corporations Act; or
  - (5) the death or incapacity of the Holder or a Controller, provided that the Transferee has agreed to be bound by a deed in substantially the same terms as this deed in respect of the Restricted Shares,
- or if the Dealing is required by applicable law (including an order of a court of competent jurisdiction) provided that:
- (6) in the case of an off-market bid, if the offer is conditional, the Restricted Entity and the Holder agree in writing that the Holding Lock will be applied for each Restricted Share that is not bought by the bidder under the off-market takeover bid; and
  - (7) if the case of a merger by scheme of arrangement under Part 5.1 of the Corporations Act, the Holder agrees in writing that the Holding Lock will be applied if the merger does not take effect.

## 2.5 Notice

If the Holder or Controller becomes aware:

- (a) that a Dealing in any Restricted Shares or Controller Interests has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Restricted Shares or Controller Interests during the Escrow Period,

it must notify the Company as soon as practicable after becoming aware of the Dealing or the matters giving rise to the possible Dealing, providing full details.

## 3 Termination

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Subject to clause 4.4, this deed terminates on the earlier of:

- (a) if the Company is not admitted to the official list of the ASX by 31 December 2020; and



- (b) at the expiry of the Escrow Period.

## 4 Warranties and acknowledgment

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### 4.1 Giving of warranties

The Holder and the Controller each give the warranties and representations in favour of the Company as at:

- (a) the date of this deed; and
- (b) at all times until expiry of the Escrow Period.

### 4.2 Warranties

Each of the Holder and Controller jointly and severally represents and warrants that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed (including, if the Holder or Controller have entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this deed does not and will not violate, breach or result in a contravention of:
  - (1) any applicable law, regulation or authorisation;
  - (2) its constitution or other constituent documents (or, if the Holder or Controller is a Trustee, the trust deed for the Trust); or
  - (3) any agreement, undertaking, Security Interest or document which is binding on it;
- (e) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Shares such that it will take effect during the Escrow Period;
- (f) the Restricted Shares are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) there is no person who has, or will have at or immediately following completion of the Offer, any economic or beneficial interest in the equity or Restricted Shares of the Holder other than the Controller or any intermediate holding company as set out in item 4 of Schedule 1;
- (h) the Holder holds the Restricted Shares set out in Item 2 of Schedule 1 and the Controller holds the Controller Interests set out in Item 4 of Schedule 1;
- (i) the Restricted Shares, as set out in Item 2 of Schedule 1 are all the securities, economic interests or other interests that the Holder has directly or indirectly in the Company at Completion (other than any Shares acquired by the Holder under the Offer);



- (j) the Controller Interests set out in Item 4 of Schedule 1 are all the securities, economic interests or other interests in the Holder or the Restricted Shares in which the Controller has an interest;
- (k) if the Holder or Controller is a Trustee, the Trustee is the trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove it as trustee of the Trust; and
- (l) if the Holder or Controller is a Trustee:
  - (1) the Holder or Controller (as applicable) has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Holder or the Controller (as applicable) has not released or disposed of its equitable lien over that trust; and
  - (2) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

#### 4.3 Acknowledgment

The Holder and the Controller each acknowledge that a breach of any of the representations and warranties set out in this clause 4 is a breach of this deed.

#### 4.4 Survival of representations and warranties

The representations and warranties in this clause 4 survive termination of this deed.

### 5 Consequences of breaching this deed

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- (a) If the Holder or Controller breaches this deed (a **Defaulting Party**), each of the following applies:
  - (1) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach; and
  - (2) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Defaulting Party's Restricted Shares (this is in addition to other rights and remedies of the Company).
- (b) If the Holder or Controller breach this deed, the Holder and Controller each acknowledge and agree that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (c) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 or clause 2.2 and each of the Holder and Controller agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder and/or Controller's obligation under clause 2.1 or clause 2.2 without proof of actual damage and without prejudice to any of its other rights or remedies.



## 6 Amendment

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This deed may not be amended without the prior written consent of the parties.

## 7 General

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### 7.1 Governing law and jurisdiction

- (a) This deed is governed by the law in force in New South Wales.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in New South Wales and courts of appeal from them in respect of any proceedings arising out of or in connection with this deed. Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

### 7.2 Counterparts

- (a) This deed may be executed in any number of counterparts that together will constitute one instrument. A party may execute this deed by signing any counterpart. Delivery of an executed counterpart of a signature page of this deed by PDF file (portable document format file) will be effective as delivery of a manually executed counterpart of this deed.
- (b) This deed may be executed electronically in accordance with the *Conveyancing Act 1919 No 6* and *Corporations (Coronavirus Economic Response) Determination (No. 3) 2020*.
- (c) Each person who witnesses a signature to this deed by audio visual link does so in accordance with the *Stronger Communities Legislation Amendment (Courts and Civil) Act 2020 No 24*.

### 7.3 Further assurances

Each party must do all things and execute all further documents required to give full effect to this deed.

### 7.4 Notices

A Notice is regarded as given by a party to another party, at the time of delivery of that Notice to the address, or transmission of that Notice by facsimile to the facsimile number, which is specified in the address of that other party, unless in the case of a transmission by facsimile:

- (a) the machine from which that Notice is transmitted indicates a malfunction in that transmission;
- (b) that other party gives Notice within the next Business Day, to the first-mentioned party of an incomplete transmission to that other party of the Notice of the first-mentioned party; or
- (c) that Notice is delivered or transmitted by facsimile, other than during Business Hours, in which case, that Notice is regarded as given by that party at the beginning of the next Business Hour.





## **7.5 Time of Essence**

Time is of the essence to this deed.



## Schedule 1

### Holder and Restricted Share details

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<b>Item 1</b>	1	Holder	[insert]
	2	Holder address	of [insert]

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<b>Item 2</b>	Restricted Shares	[insert]
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<b>Item 3</b>	Escrow Period	[insert]
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<b>Item 4</b>	1	Controller	[insert if applicable]
	2	Controller Interests	[insert if applicable]

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# Signing page

Executed as a deed

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## Company

Signed sealed and delivered by  
**Booktopia Group Limited** ACN  
612 421 388  
by

sign here ► \_\_\_\_\_  
Company Secretary/Director

sign here ► \_\_\_\_\_  
Director

print name \_\_\_\_\_

print name \_\_\_\_\_

***[Escrowed Shareholder and Controller signature blocks to be included – see options below for companies (including corporate trustees) and individuals.]***

## Escrowed Party

Signed sealed and delivered by  
**[insert name of company or trust]** ACN [insert]  
by

sign here ► \_\_\_\_\_  
Company Secretary/Director

sign here ► \_\_\_\_\_  
Director

print name \_\_\_\_\_

print name \_\_\_\_\_

## Escrowed Party

Signed sealed and delivered by  
**[name of individual]**

in the presence of

sign here ► \_\_\_\_\_

sign here ► \_\_\_\_\_  
Witness

print name \_\_\_\_\_

print name \_\_\_\_\_