

Form 603
Corporations Act 2001
Section 671B
Notice of initial substantial holder

To Company Name/Scheme Easton Investments Limited
ACN/ARSN 111 695 357

1. Details of substantial holder (1)

Name HUB24 Limited ACN 124 891 685 (**HUB24**) and each of the entities listed in Annexure A (each a **Group Entity**, and together **Group Entities**)
ACN/ARSN (if applicable) As above or set out in Annexure A

The holder became a substantial holder on 20 / 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)
Fully Paid Ordinary shares	3,411,206	3,411,206	9.95% (based on 34,279,471 ordinary shares on issue)

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
HUB24	Relevant interest under section 608(1)(c) and section 608(8) of the Corporations Act 2001 (Cth) pursuant to a pre-bid acceptance agreement dated 20 December 2020 between HUB24 and John Gregory Hayes, ACN 098 682 556 Pty Ltd ACN 098 682 556 and Marsel Holdings Pty Ltd ACN 002 005 101 as trustee for Hayes Super Fund, a copy of which is attached as Annexure B.	1,977,902 fully paid ordinary shares
HUB24	Relevant interest under section 608(1)(c) and section 608(8) of the Corporations Act 2001 (Cth) pursuant to a pre-bid acceptance agreement dated 20 December 2020 between HUB24 and Carl Frank Scarcella and Roslyn Elizabeth Scarcella as trustees for TCB Superannuation Fund, a copy of which is attached as Annexure C.	66,667 fully paid ordinary shares

HUB24	Relevant interest under section 608(1)(c) and section 608(8) of the Corporations Act 2001 (Cth) pursuant to a pre-bid acceptance agreement dated 20 December 2020 between HUB24 and Grahame Evans and Grahame David Evans and Catherine Jane Evans as trustees for Evans Family Superannuation Fund, a copy of which is attached as Annexure D.	333,304 fully paid ordinary shares
HUB24	Relevant interest under section 608(1)(c) and section 608(8) of the Corporations Act 2001 (Cth) pursuant to a pre-bid acceptance agreement dated 20 December 2020 between HUB24 and Kevin White and Margaret White as trustees for White Family Super Fund, a copy of which is attached as Annexure E.	1,033,333 fully paid ordinary shares

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
HUB24 Limited	John Gregory Hayes ACN 098 682 556 Pty Ltd ACN 098 682 556 Marsel Holdings Pty Ltd ACN 002 005 101 as trustee for Hayes Super Fund	unknown	1,977,902 fully paid ordinary shares
HUB24 Limited	Carl Frank Scarcella and Roslyn Elizabeth Scarcella as trustees for TCB Superannuation Fund	unknown	66,667 fully paid ordinary shares
HUB24 Limited	Grahame Evans Grahame David Evans and Catherine Jane Evans as trustees for Evans Family Superannuation Fund	unknown	333,304 fully paid ordinary shares
HUB24 Limited	Kevin White and Margaret White as trustees for White Family Super Fund	unknown	1,033,333 fully paid ordinary 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	
HUB24 Limited	20 December 2020	As specified in the Pre-bid Acceptance Agreements referred to in section 3 above.		3,411,206 fully paid ordinary shares

ANNEXURE A


This is "Annexure A" of 1 page referred to in Form 603 - Notice of initial substantial holder signed by me and dated 22 December 2020.

Signature: 
Print Name: **Kitrina Shanahan**
Capacity: Secretary
HUB24 Limited ACN 124 891 685

Name	Interest Held	Address
HUB24 Custodial Services Limited (formerly ANZIEX Ltd)	100%	Level 2, 7 Macquarie PI Sydney, NSW 2000
HUB24 Share Ownership Trust	100%	Level 2, 7 Macquarie PI Sydney, NSW 2000
HUB24 Management Services Pty Ltd	100%	Level 2, 7 Macquarie PI Sydney, NSW 2000
HUB24 Administration Pty Ltd	100%	Level 2, 7 Macquarie PI Sydney, NSW 2000
HUB24 Services Pty Ltd	100%	Level 2, 7 Macquarie PI Sydney, NSW 2000
Firstfunds Ltd	100%	Level 2, 7 Macquarie PI Sydney, NSW 2000
HUBConnect Pty Ltd (formerly ConnectHUB Pty Ltd)	100%	Level 2, 7 Macquarie PI Sydney, NSW 2000
Marketsplus Australia Pty Ltd	100%	Level 2, 7 Macquarie PI Sydney, NSW 2000
Paragem Pty Ltd	100%	Level 2, 7 Macquarie PI Sydney, NSW 2000
Agility Applications Pty Ltd	100%	Level 2, 7 Macquarie PI Sydney, NSW 2000
HUB24 International Nominees Pty Ltd (formerly ANZIEX Nominees Ltd)	100%	Level 2, 7 Macquarie PI Sydney, NSW 2000
HUB24 Nominees Pty Ltd (formerly Kardinia Nominees Pty Ltd)	100%	Level 2, 7 Macquarie PI Sydney, NSW 2000
AT Pty Ltd*	100%	Level 2, 7 Macquarie PI Sydney, NSW 2000
Investorfirst Securities Ltd	100%	Level 2, 7 Macquarie PI Sydney, NSW 2000
Researchfirst Pty Ltd	100%	Level 2, 7 Macquarie PI Sydney, NSW 2000
Captain Starlight Nominees Pty Ltd	100%	Level 2, 7 Macquarie PI Sydney, NSW 2000
Findlay & Co Stockbrokers Ltd	100%	Level 2, 7 Macquarie PI Sydney, NSW 2000
HTH Nominees Pty Ltd	100%	Level 2, 7 Macquarie PI Sydney, NSW 2000

ANNEXURE B

This is "Annexure B" of 7 pages referred to in Form 603 - Notice of initial substantial holder signed by me and dated 22 December 2020.

Signature: 

Print Name: **Kitrina Shanahan**

Capacity: Secretary
HUB24 Limited ACN 124 891 685



20 December 2020

To: John Gregory Hayes and
Marsel Holdings Pty Ltd ACN 002 005 101
as trustee for Hayes Super Fund
6 Mount View Place
Wahroonga NSW, 2076

and to:
ACN 098 682 556 Pty Ltd
Level 2, 115 Pitt St
Sydney NSW 2000

Dear Mr Hayes

Pre-Bid acceptance agreement – Easton Investments Limited (ABN 48 111 695 357)

1. Consideration and terms of takeover offer

In consideration of the payment of A\$10 by HUB24 Limited (ACN 124 891 685) (**Bidder**) to John Gregory Hayes, ACN 098 682 556 Pty Ltd ACN 098 682 556 and Marsel Holdings Pty Ltd ACN 002 005 101 as trustee for Hayes Super Fund (collectively, **Shareholder**) (receipt of which is acknowledged), Shareholder agrees that, if Bidder publicly announces an intention to make the Offer within 2 Business Days of the date of this document, it will accept a proportional public takeover offer to be made to shareholders of Easton Investments Limited (**Easton**) under **Chapter 6** of the *Corporations Act 2001* (Cth) for 1 out of every 3 of the issued Target Shares by Bidder (**Offer**), with 1 out of every 3 Target Shares held by the Shareholder being 1,977,902 Target Shares (**Acceptance Shares**), comprising 5.77% of Easton's issued ordinary shares at the date of this agreement:

- (a) at a price per share (**Offer Price**); and
- (b) subject to conditions,

no less favourable to offerees than the terms set out in the annexure to this agreement (**Annexure**).

Nothing in this agreement obliges Bidder to announce or proceed with the Offer.

2. Variation of terms

Bidder may vary the terms and conditions of the Offer, provided that the varied terms and conditions are not less favourable to Easton's shareholders than those set out in the Annexure. Bidder also has the right, subject to the *Corporations Act 2001* (Cth), to vary or

waive any condition of the Offer, declare the Offer unconditional or extend the Offer at any time.

3. Acceptance arrangements

Shareholder must accept the Offer in respect of the Acceptance Shares by the Acceptance Date. For this purpose, a day is regarded as a business day if it is a day that is not a weekend or a public holiday in Australia.

Shareholder must do everything (including execute any document) that Bidder may reasonably require to give full effect to its obligation to accept the Offer in respect of the Acceptance Shares.

4. Restriction on dealing in Acceptance Shares

Shareholder undertakes that it will not sell, transfer or otherwise dispose of (including through creation of a security interest) any of the Acceptance Shares, other than pursuant to the Offer, until the termination of this agreement.

Nothing in this agreement affects any right of Shareholder or any of its related bodies corporate to exercise voting rights in respect of any shares in Easton.

5. Announcement

Shareholder must keep and must procure that their related bodies corporate and their respective directors, employees, agents and advisers keep, this agreement and its terms confidential until Bidder lodges a substantial holding notice with Easton and the Australian Securities Exchange annexing a copy of this agreement.

6. Termination

This agreement will terminate (and Shareholder's obligations under it will be released) in the event that:

- (a) Bidder does not issue an announcement of an Offer on terms and conditions no less favourable to offerees than those set out in the Annexure within 2 business days after execution and exchange of this agreement;
- (b) Bidder does not dispatch Offers to Easton shareholders within the time period specified by section 631(1) of the *Corporations Act 2001* (Cth) (which is 2 months from the announcement by Bidder that it intends to make an Offer) or Bidder makes but subsequently withdraws the Offers;
- (c) a defeating condition to the Offers is triggered and is not waived by Bidder within 7 days;
- (d) the Offer becomes incapable of acceptance; or

- (e) Bidder reduces the Offer Price.

7. Governing law

This agreement is governed by the laws of New South Wales, and Shareholder and Bidder irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of New South Wales.

8. Acceptance

Please indicate your acceptance of these terms by signing this letter where indicated below.

9. Bidder warranties

Bidder represents and warrants to Shareholder that as at the date of this agreement:

- (a) it has the power to execute, deliver and to perform its obligations under this agreement, and has taken all necessary corporate action to authorise such execution, delivery and the performance of such obligations; and
- (b) its obligations under this agreement are legal, valid and binding obligations enforceable in accordance with their terms.

10. Shareholder warranty

Shareholder represents and warrants to Bidder that, at the date of this agreement and at the Acceptance Date, Shareholder is the registered holder of 5,933,705 Target Shares and has the power and authority to execute, deliver and perform its obligations under this agreement including to dispose of all legal interests in the Acceptance Shares.

11. Definitions

In this document:

Acceptance Date means 7.00 pm AEDT on the date which is 5 Business Days after the despatch of the Bidder's Statement in respect of the Offer.

Bidder means HUB24 Limited (ACN 124 891 685).

Bidder Share means a fully paid ordinary share or equivalent issued in the capital of Bidder.

Corporations Act means the Corporations Act 2001 (Cth).

Offer means the proportional public takeover offer by Bidder to acquire 1 out of every 3 Target Shares (including all rights attaching to them).

Offer Period means the period during which the Offer remains open for acceptance by Target Shareholders.

Target means Easton Investments Limited (ABN 48 111 695 357).

Target Share means a fully paid ordinary share in Target.

Target Shareholders means the persons who are registered in the register of Target Shares maintained by the share registry on behalf of Target as the holders of Target Shares from time to time.

Third Party means a person other than Bidder or its related entities.

12. Rules of interpretation and construction

In this document:

- (a) singular words include the plural and vice versa;
- (b) a word of any gender includes the corresponding words of any other gender;
- (c) if a word or phrase is defined, other grammatical forms of that word have a corresponding meaning;
- (d) general words must not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words;
- (e) nothing is to be construed adversely to a party just because that party put forward this agreement or the relevant part of this agreement;
- (f) the headings do not affect interpretation; and
- (g) a reference to a document includes the document as novated, altered, supplemented or replaced from time to time.

Yours faithfully

Executed in accordance with section 127 of the Corporations Act 2001 by HUB24 Limited (ACN 124 891 685)

DocuSigned by:

8E6792B8773B4BD...
Signature of Director

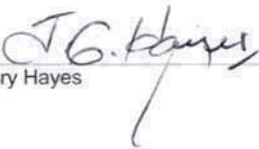
Andrew Alcock
Name

DocuSigned by:

9D3AA405BECE4E1...
Signature of Director
Company Secretary

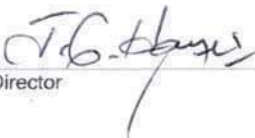
Kitrina Shanahan
Name

Agreed to and accepted by Shareholder



John Gregory Hayes

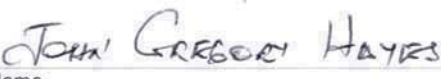
Executed in accordance with section 127 of the Corporations Act 2001 by ACN 098 682 556 (ACN 098 682 556)



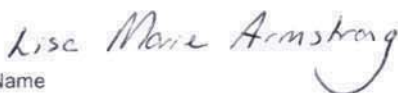
Signature of Director



Signature of Director

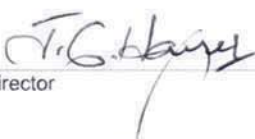


Name



Name

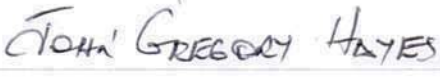
Executed in accordance with section 127 of the Corporations Act 2001 by Marsel Holdings Pty Ltd (ACN 002 005 101) as trustee for Hayes Super Fund



Signature of Director



Signature of Director



Name



Name

Annexure

PRINCIPAL TERMS AND CONDITIONS OF HUB24 LIMITED'S OFFER TO ACQUIRE 1 OUT OF EVERY 3 OF THE ISSUED FULLY PAID ORDINARY SHARES IN EASTON

Offer price: A\$1.20 for every 1 out of 3 Easton Shares payable in cash

Defeating Conditions:

1. During the period beginning on the date of announcement of HUB's intention to make the Offer and ending on the last day of the Offer Period, none of the events referred to in sections 652C(1) and (2) of the *Corporations Act 2001* (Cth) occur in relation to Easton or a Subsidiary of Easton.

Definitions used in Defeating Conditions:

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

Offer Period means the period during which the Offer remains open for acceptance by Target Shareholders.


Subsidiary has the meaning given in the Corporations Act.

Target Shares means fully paid ordinary shares in Target.

Target Shareholders means the persons who are registered in the register of Target Shares maintained by the share registry on behalf of Target as the holders of Target Shares from time to time.

ANNEXURE C

This is "Annexure C" of 7 pages referred to in Form 603 - Notice of initial substantial holder signed by me and dated 22 December 2020.

Signature: 
Print Name: Kitrina Shanahan
Capacity: Secretary
HUB24 Limited ACN 124 891 685

20 December 2020

To: Carl Frank Scarcella & Roslyn Elizabeth Scarcella
as trustees for TCB Superannuation Fund
21 Rowley Street
Camperdown, NSW 2050

Dear Mr and Mrs Scarcella

Pre-Bid acceptance agreement – Easton Investments Limited (ABN 48 111 695 357)

1. Consideration and terms of takeover offer

In consideration of the payment of A\$10 by HUB24 Limited (ACN 124 891 685) (**Bidder**) to Carl Frank Scarcella and Roslyn Elizabeth Scarcella as trustees for TCB Superannuation Fund (**Shareholder**) (receipt of which is acknowledged), Shareholder agrees that, if Bidder publicly announces an intention to make the Offer within 2 Business Days of the date of this document, it will accept a proportional public takeover offer to be made to shareholders of Easton Investments Limited (**Easton**) under **Chapter 6** of the *Corporations Act 2001* (Cth) for 1 out of every 3 of the issued Target Shares by Bidder (**Offer**), with 1 out of every 3 Target Shares held by the Shareholder being 66,667 Target Shares (**Acceptance Shares**), comprising 0.19% of Easton's issued ordinary shares at the date of this agreement:

- (a) at a price per share (**Offer Price**); and
- (b) subject to conditions,

no less favourable to offerees than the terms set out in the annexure to this agreement (**Annexure**).

Nothing in this agreement obliges Bidder to announce or proceed with the Offer.

2. Variation of terms

Bidder may vary the terms and conditions of the Offer, provided that the varied terms and conditions are not less favourable to Easton's shareholders than those set out in the Annexure. Bidder also has the right, subject to the *Corporations Act 2001* (Cth), to vary or waive any condition of the Offer, declare the Offer unconditional or extend the Offer at any time.

3. Acceptance arrangements

Shareholder must accept the Offer in respect of the Acceptance Shares by the Acceptance Date. For this purpose, a day is regarded as a business day if it is a day that is not a weekend or a public holiday in Australia.

Shareholder must do everything (including execute any document) that Bidder may reasonably require to give full effect to its obligation to accept the Offer in respect of the Acceptance Shares.

4. Restriction on dealing in Acceptance Shares

Shareholder undertakes that it will not sell, transfer or otherwise dispose of (including through creation of a security interest) any of the Acceptance Shares, other than pursuant to the Offer, until the termination of this agreement.

Nothing in this agreement affects any right of Shareholder or any of its related bodies corporate to exercise voting rights in respect of any shares in Easton.

5. Announcement

Shareholder must keep and must procure that their related bodies corporate and their respective directors, employees, agents and advisers keep, this agreement and its terms confidential until Bidder lodges a substantial holding notice with Easton and the Australian Securities Exchange annexing a copy of this agreement.

6. Termination

This agreement will terminate (and Shareholder's obligations under it will be released) in the event that:

- (a) Bidder does not issue an announcement of an Offer on terms and conditions no less favourable to offerees than those set out in the Annexure within 2 business days after execution and exchange of this agreement;
- (b) Bidder does not dispatch Offers to Easton shareholders within the time period specified by section 631(1) of the *Corporations Act 2001* (Cth) (which is 2 months from the announcement by Bidder that it intends to make an Offer) or Bidder makes but subsequently withdraws the Offers;
- (c) a defeating condition to the Offers is triggered and is not waived by Bidder within 7 days;
- (d) the Offer becomes incapable of acceptance; or
- (e) Bidder reduces the Offer Price.

7. Governing law

This agreement is governed by the laws of New South Wales, and Shareholder and Bidder irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of New South Wales.

8. Acceptance

Please indicate your acceptance of these terms by signing this letter where indicated below.

9. Bidder warranties

Bidder represents and warrants to Shareholder that as at the date of this agreement:

- (a) it has the power to execute, deliver and to perform its obligations under this agreement, and has taken all necessary corporate action to authorise such execution, delivery and the performance of such obligations; and
- (b) its obligations under this agreement are legal, valid and binding obligations enforceable in accordance with their terms.

10. Shareholder warranty

Shareholder represents and warrants to Bidder that, at the date of this agreement and at the Acceptance Date, Shareholder is the registered holder of 200,000 Target Shares and has the power and authority to execute, deliver and perform its obligations under this agreement including to dispose of all legal interests in the Acceptance Shares.

11. Definitions

In this document:

Acceptance Date means 7.00 pm AEDT on the date which is 5 Business Days after the despatch of the Bidder's Statement in respect of the Offer.

Bidder means HUB24 Limited (ACN 124 891 685).

Bidder Share means a fully paid ordinary share or equivalent issued in the capital of Bidder.

Corporations Act means the Corporations Act 2001 (Cth).

Offer means the proportional public takeover offer by Bidder to acquire 1 out of every 3 Target Shares (including all rights attaching to them).

Offer Period means the period during which the Offer remains open for acceptance by Target Shareholders.

Target means Easton Investments Limited (ABN 48 111 695 357).

Target Share means a fully paid ordinary share in Target.

Target Shareholders means the persons who are registered in the register of Target Shares maintained by the share registry on behalf of Target as the holders of Target Shares from time to time.

Third Party means a person other than Bidder or its related entities.

12. Rules of interpretation and construction

In this document:

- (a) singular words include the plural and vice versa;
- (b) a word of any gender includes the corresponding words of any other gender;
- (c) if a word or phrase is defined, other grammatical forms of that word have a corresponding meaning;
- (d) general words must not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words;
- (e) nothing is to be construed adversely to a party just because that party put forward this agreement or the relevant part of this agreement;
- (f) the headings do not affect interpretation; and
- (g) a reference to a document includes the document as novated, altered, supplemented or replaced from time to time.

Yours faithfully

Executed in accordance with section 127 of the Corporations Act 2001 by HUB24 Limited (ACN 124 891 685)

DocuSigned by:

8E679288773B1BD...
Signature of Director

Andrew Alcock
Name

DocuSigned by:

9D3AA105BECE4E1...
Signature of Director
Company Secretary

Kitrina Shanahan
Name

Agreed to and accepted by Shareholder

DocuSigned by:
Carl Frank Scarcella
A722887DFEF3132...
Carl Frank Scarcella

DocuSigned by:
Roslyn Elizabeth Scarcella
7F2151BCDC6E4A6...
Roslyn Elizabeth Scarcella

as trustees for TCB Superannuation Fund

Annexure

PRINCIPAL TERMS AND CONDITIONS OF HUB24 LIMITED'S OFFER TO ACQUIRE 1 OUT OF EVERY 3 OF THE ISSUED FULLY PAID ORDINARY SHARES IN EASTON

Offer price: A\$1.20 for every 1 out of 3 Easton Shares payable in cash

Defeating Conditions:

1. During the period beginning on the date of announcement of HUB's intention to make the Offer and ending on the last day of the Offer Period, none of the events referred to in sections 652C(1) and (2) of the *Corporations Act 2001* (Cth) occur in relation to Easton or a Subsidiary of Easton.

Definitions used in Defeating Conditions:

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

Offer Period means the period during which the Offer remains open for acceptance by Target Shareholders.

Subsidiary has the meaning given in the Corporations Act.

Target Shares means fully paid ordinary shares in Target.

Target Shareholders means the persons who are registered in the register of Target Shares maintained by the share registry on behalf of Target as the holders of Target Shares from time to time.

20 December 2020

To: Grahame Evans (in his personal capacity) and
Grahame David Evans and Catherine Jane Evans
as trustees for Evans Family Superannuation Fund
392 Moore Park Rd
Paddington, NSW 2021

Dear Mr Evans and Mrs Evans

Pre-Bid acceptance agreement – Easton Investments Limited (ABN 48 111 695 357)

1. Consideration and terms of takeover offer

In consideration of the payment of A\$10 by HUB24 Limited (ACN 124 891 685) (**Bidder**) to Grahame Evans (in his personal capacity) and Grahame David Evans and Catherine Jane Evans as trustees for Evans Family Superannuation Fund (collectively, **Shareholder**) (receipt of which is acknowledged), Shareholder agrees that, if Bidder publicly announces an intention to make the Offer within 2 Business Days of the date of this document, it will accept a proportional public takeover offer to be made to shareholders of Easton Investments Limited (**Easton**) under **Chapter 6** of the *Corporations Act 2001* (Cth) for 1 out of every 3 of the issued Target Shares by Bidder (**Offer**), with 1 out of every 3 Target Shares held by the Shareholder being 333,304 Target Shares (**Acceptance Shares**), comprising 0.97% of Easton's issued ordinary shares at the date of this agreement:

- (a) at a price per share (**Offer Price**); and
- (b) subject to conditions,

no less favourable to offerees than the terms set out in the annexure to this agreement (**Annexure**).

Nothing in this agreement obliges Bidder to announce or proceed with the Offer.

2. Variation of terms

Bidder may vary the terms and conditions of the Offer, provided that the varied terms and conditions are not less favourable to Easton's shareholders than those set out in the Annexure. Bidder also has the right, subject to the *Corporations Act 2001* (Cth), to vary or waive any condition of the Offer, declare the Offer unconditional or extend the Offer at any time.

3. Acceptance arrangements

Shareholder must accept the Offer in respect of the Acceptance Shares by the Acceptance Date. For this purpose, a day is regarded as a business day if it is a day that is not a weekend or a public holiday in Australia.

Shareholder must do everything (including execute any document) that Bidder may reasonably require to give full effect to its obligation to accept the Offer in respect of the Acceptance Shares.

4. Restriction on dealing in Acceptance Shares

Shareholder undertakes that it will not sell, transfer or otherwise dispose of (including through creation of a security interest) any of the Acceptance Shares, other than pursuant to the Offer, until the termination of this agreement.

Nothing in this agreement affects any right of Shareholder or any of its related bodies corporate to exercise voting rights in respect of any shares in Easton.

5. Announcement

Shareholder must keep and must procure that their related bodies corporate and their respective directors, employees, agents and advisers keep, this agreement and its terms confidential until Bidder lodges a substantial holding notice with Easton and the Australian Securities Exchange annexing a copy of this agreement.

6. Termination

This agreement will terminate (and Shareholder's obligations under it will be released) in the event that:

- (a) Bidder does not issue an announcement of an Offer on terms and conditions no less favourable to offerees than those set out in the Annexure within 2 business days after execution and exchange of this agreement;
- (b) Bidder does not dispatch Offers to Easton shareholders within the time period specified by section 631(1) of the *Corporations Act 2001* (Cth) (which is 2 months from the announcement by Bidder that it intends to make an Offer) or Bidder makes but subsequently withdraws the Offers;
- (c) a defeating condition to the Offers is triggered and is not waived by Bidder within 7 days;
- (d) the Offer becomes incapable of acceptance; or
- (e) Bidder reduces the Offer Price.

7. **Governing law**

This agreement is governed by the laws of New South Wales, and Shareholder and Bidder irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of New South Wales.

8. **Acceptance**

Please indicate your acceptance of these terms by signing this letter where indicated below.

9. **Bidder warranties**

Bidder represents and warrants to Shareholder that as at the date of this agreement:

- (a) it has the power to execute, deliver and to perform its obligations under this agreement, and has taken all necessary corporate action to authorise such execution, delivery and the performance of such obligations; and
- (b) its obligations under this agreement are legal, valid and binding obligations enforceable in accordance with their terms.

10. **Shareholder warranty**

Shareholder represents and warrants to Bidder that, at the date of this agreement and at the Acceptance Date, Shareholder is the registered holder of 999,912 Target Shares and has the power and authority to execute, deliver and perform its obligations under this agreement including to dispose of all legal interests in the Acceptance Shares.

11. **Definitions**

In this document:

Acceptance Date means 7.00 pm AEDT on the date which is 5 Business Days after the despatch of the Bidder's Statement in respect of the Offer.

Bidder means HUB24 Limited (ACN 124 891 685).

Bidder Share means a fully paid ordinary share or equivalent issued in the capital of Bidder.

Corporations Act means the Corporations Act 2001 (Cth).

Offer means the proportional public takeover offer by Bidder to acquire 1 out of every 3 Target Shares (including all rights attaching to them).

Offer Period means the period during which the Offer remains open for acceptance by Target Shareholders.

Target means Easton Investments Limited (ABN 48 111 695 357).

Target Share means a fully paid ordinary share in Target.

Target Shareholders means the persons who are registered in the register of Target Shares maintained by the share registry on behalf of Target as the holders of Target Shares from time to time.

Third Party means a person other than Bidder or its related entities.

12. Rules of interpretation and construction

In this document:

- (a) singular words include the plural and vice versa;
- (b) a word of any gender includes the corresponding words of any other gender;
- (c) if a word or phrase is defined, other grammatical forms of that word have a corresponding meaning;
- (d) general words must not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words;
- (e) nothing is to be construed adversely to a party just because that party put forward this agreement or the relevant part of this agreement;
- (f) the headings do not affect interpretation; and
- (g) a reference to a document includes the document as novated, altered, supplemented or replaced from time to time.

Yours faithfully

Executed in accordance with section 127 of the Corporations Act 2001 by HUB24 Limited (ACN 124 891 685)

DocuSigned by:
Andrew Alcock
8E679288773B4BD...

Signature of Director

Andrew Alcock

Name

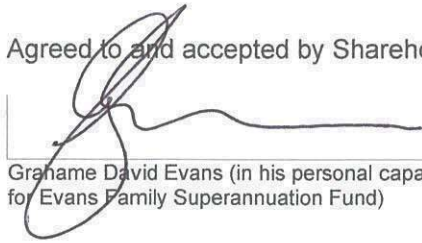
DocuSigned by:
Kitrina Shanahan
9D3AA405BECE4E1...

Signature of Director
Company Secretary

Kitrina Shanahan

Name

Agreed to and accepted by Shareholder



Grahame David Evans (in his personal capacity and as trustee for Evans Family Superannuation Fund)



Catherine Jane Evans (as trustee for Evans Family Superannuation Fund)

Annexure

PRINCIPAL TERMS AND CONDITIONS OF HUB24 LIMITED'S OFFER TO ACQUIRE 1 OUT OF EVERY 3 OF THE ISSUED FULLY PAID ORDINARY SHARES IN EASTON

Offer price: A\$1.20 for every 1 out of 3 Easton Shares payable in cash

Defeating Conditions:

1. During the period beginning on the date of announcement of HUB's intention to make the Offer and ending on the last day of the Offer Period, none of the events referred to in sections 652C(1) and (2) of the *Corporations Act 2001* (Cth) occur in relation to Easton or a Subsidiary of Easton.

Definitions used in Defeating Conditions:

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

Offer Period means the period during which the Offer remains open for acceptance by Target Shareholders.

Subsidiary has the meaning given in the Corporations Act.

Target Shares means fully paid ordinary shares in Target.

Target Shareholders means the persons who are registered in the register of Target Shares maintained by the share registry on behalf of Target as the holders of Target Shares from time to time.

20 December 2020

To: Kevin White and Margaret White
as trustees for White Family Super Fund
14 Wallace Grove
Brighton, Victoria, 3186

Dear Mr and Mrs White

Pre-Bid acceptance agreement – Easton Investments Limited (ABN 48 111 695 357)

1. Consideration and terms of takeover offer

In consideration of the payment of A\$10 by HUB24 Limited (ACN 124 891 685) (**Bidder**) to Kevin White and Margaret White as trustees for White Family Super Fund (**Shareholder**) (receipt of which is acknowledged), Shareholder agrees that, if Bidder publicly announces an intention to make the Offer within 2 Business Days of the date of this document, it will accept a proportional public takeover offer to be made to shareholders of Easton Investments Limited (**Easton**) under **Chapter 6** of the *Corporations Act 2001* (Cth) for 1 out of every 3 of the issued Target Shares by Bidder (**Offer**), with 1 out of every 3 Target Shares held by the Shareholder being 1,033,333 Target Shares (**Acceptance Shares**), comprising 3.01% of Easton's issued ordinary shares at the date of this agreement:

- (a) at a price per share (**Offer Price**); and
- (b) subject to conditions,

no less favourable to offerees than the terms set out in the annexure to this agreement (**Annexure**).

Nothing in this agreement obliges Bidder to announce or proceed with the Offer.

2. Variation of terms

Bidder may vary the terms and conditions of the Offer, provided that the varied terms and conditions are not less favourable to Easton's shareholders than those set out in the Annexure. Bidder also has the right, subject to the *Corporations Act 2001* (Cth), to vary or waive any condition of the Offer, declare the Offer unconditional or extend the Offer at any time.

3. Acceptance arrangements

Shareholder must accept the Offer in respect of the Acceptance Shares by the Acceptance Date. For this purpose, a day is regarded as a business day if it is a day that is not a weekend or a public holiday in Australia.

Shareholder must do everything (including execute any document) that Bidder may reasonably require to give full effect to its obligation to accept the Offer in respect of the Acceptance Shares.

4. Restriction on dealing in Acceptance Shares

Shareholder undertakes that it will not sell, transfer or otherwise dispose of (including through creation of a security interest) any of the Acceptance Shares, other than pursuant to the Offer, until the termination of this agreement.

Nothing in this agreement affects any right of Shareholder or any of its related bodies corporate to exercise voting rights in respect of any shares in Easton.

5. Announcement

Shareholder must keep and must procure that their related bodies corporate and their respective directors, employees, agents and advisers keep, this agreement and its terms confidential until Bidder lodges a substantial holding notice with Easton and the Australian Securities Exchange annexing a copy of this agreement.

6. Termination

This agreement will terminate (and Shareholder's obligations under it will be released) in the event that:

- (a) Bidder does not issue an announcement of an Offer on terms and conditions no less favourable to offerees than those set out in the Annexure within 2 business days after execution and exchange of this agreement;
- (b) Bidder does not dispatch Offers to Easton shareholders within the time period specified by section 631(1) of the Corporations Act 2001 (Cth) (which is 2 months from the announcement by Bidder that it intends to make an Offer) or Bidder makes but subsequently withdraws the Offers;
- (c) a defeating condition to the Offers is triggered and is not waived by Bidder within 7 days;
- (d) the Offer becomes incapable of acceptance; or
- (e) Bidder reduces the Offer Price.

7. Governing law

This agreement is governed by the laws of New South Wales, and Shareholder and Bidder irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of New South Wales.

8. Acceptance

Please indicate your acceptance of these terms by signing this letter where indicated below.

9. Bidder warranties

Bidder represents and warrants to Shareholder that as at the date of this agreement:

- (a) it has the power to execute, deliver and to perform its obligations under this agreement, and has taken all necessary corporate action to authorise such execution, delivery and the performance of such obligations; and
- (b) its obligations under this agreement are legal, valid and binding obligations enforceable in accordance with their terms.

10. Shareholder warranty

Shareholder represents and warrants to Bidder that, at the date of this agreement and at the Acceptance Date, Shareholder is the registered holder of 3,100,000 Target Shares and has the power and authority to execute, deliver and perform its obligations under this agreement including to dispose of all legal interests in the Acceptance Shares.

11. Definitions

In this document:

Acceptance Date means 7.00 pm AEDT on the date which is 5 Business Days after the despatch of the Bidder's Statement in respect of the Offer.

Bidder means HUB24 Limited (ACN 124 891 685).

Bidder Share means a fully paid ordinary share or equivalent issued in the capital of Bidder.

Corporations Act means the Corporations Act 2001 (Cth).

Offer means the proportional public takeover offer by Bidder to acquire 1 out of every 3 Target Shares (including all rights attaching to them).

Offer Period means the period during which the Offer remains open for acceptance by Target Shareholders.

Target means Easton Investments Limited (ABN 48 111 695 357).

Target Share means a fully paid ordinary share in Target.

Target Shareholders means the persons who are registered in the register of Target Shares maintained by the share registry on behalf of Target as the holders of Target Shares from time to time.

Third Party means a person other than Bidder or its related entities.

12. Rules of interpretation and construction

In this document:

- (a) singular words include the plural and vice versa;
- (b) a word of any gender includes the corresponding words of any other gender;
- (c) if a word or phrase is defined, other grammatical forms of that word have a corresponding meaning;
- (d) general words must not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words;
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Yours faithfully

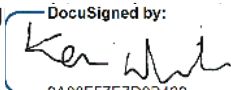
Executed in accordance with section 127 of the Corporations Act 2001 by HUB24 Limited (ACN 124 891 685)

Signature of Director

Signature of Director

Name

Name

Ag  by Shareholder

Kevin White
9A88F57E7D0B420...



Margaret White
0633ECA9DDBF455...

as trustees for White Family Super Fund

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Andrew Alcock
8E679288773B4BD...

Signature of Director

Andrew Alcock

Name

DocuSigned by:
Kitrina Shanahan
9D3AA105BECE1E1...

Signature of Director
Company Secretary

Kitrina Shanahan

Name

Agreed to and accepted by Shareholder

Kevin White

as trustees for White Family Super Fund

Margaret White

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