

# Appendix 3Y

## Change of Director's Interest Notice

*Information or documents not available now must be given to ASX as soon as available. Information and documents given to ASX become ASX's property and may be made public.*

Introduced 30/09/01 Amended 01/01/11

<b>Name of entity</b> Judo Capital Holdings Limited
<b>ABN</b> 71 612 862 727

We (the entity) give ASX the following information under listing rule 3.19A.2 and as agent for the director for the purposes of section 205G of the Corporations Act.

<b>Name of Director</b>	Christopher James Bayliss
<b>Date of last notice</b>	19 March 2024

### Part 1 - Change of director's relevant interests in securities

*In the case of a trust, this includes interests in the trust made available by the responsible entity of the trust*

Note: In the case of a company, interests which come within paragraph (i) of the definition of "notifiable interest of a director" should be disclosed in this part.

<b>Direct or indirect interest</b>	Direct
<b>Nature of indirect interest (including registered holder)</b> <small>Note: Provide details of the circumstances giving rise to the relevant interest.</small>	
<b>Date of change</b>	23 August 2024
<b>No. of securities held prior to change</b>	Direct interests <ul style="list-style-type: none"> <li>• 4,601,730 Fully Paid Ordinary Shares</li> <li>• 1,200,148 Deferred Share Rights awarded under the IPO Top-Up Award and Judo Grows (Judo's short-term incentive program)</li> <li>• 7,092,505 Premium Priced Options awarded under the IPO Top-Up Award and Judo Grows+ (Judo's long-term incentive plan)</li> </ul>
<b>Class</b>	Fully Paid Ordinary Shares

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+ See chapter 19 for defined terms.

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<b>Number acquired</b>	N/A
<b>Number disposed</b>	Legal title to 2,000,000 fully paid ordinary shares
<b>Value/Consideration</b> <small>Note: If consideration is non-cash, provide details and estimated valuation</small>	N/A
<b>No. of securities held after change</b>	<p>Direct interests</p> <ul style="list-style-type: none"> <li>• 2,601,730 Fully Paid Ordinary Shares</li> <li>• 1,200,148 Deferred Share Rights awarded under the IPO Top-Up Award and Judo Grows (Judo's short-term incentive program)</li> <li>• 7,092,505 Premium Priced Options awarded under the IPO Top-Up Award and Judo Grows+ (Judo's long-term incentive plan)</li> </ul> <p>Indirect interests</p> <ul style="list-style-type: none"> <li>• 2,000,000 Fully Paid Ordinary Shares as beneficial holder</li> </ul>
<b>Nature of change</b> <small>Example: on-market trade, off-market trade, exercise of options, issue of securities under dividend reinvestment plan, participation in buy-back</small>	Off-market transfer of legal title to 2,000,000 fully paid ordinary shares from Christopher James Bayliss to HSBC, Australia as security for a loan. Mr Bayliss retains beneficial ownership and economic exposure to the shares under the arrangement. The loan funds will be used to meet Mr Bayliss's tax liabilities.

**Part 2 – Change of director's interests in contracts**

Note: In the case of a company, interests which come within paragraph (ii) of the definition of "notifiable interest of a director" should be disclosed in this part.

<b>Detail of contract</b>	Master Loan Agreement and Deed of Security between Christopher James Bayliss and Equities First Holdings, LLC under which Mr Bayliss transfers legal title to 2,000,000 fully paid ordinary shares to HSBC, Australia. Mr Bayliss retains beneficial ownership and economic exposure to the shares under the arrangement.
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<b>Nature of interest</b>	Mr Bayliss has the right to have the legal title to the shares transferred back to him after discharging the loan and any remaining obligations under the arrangement at the repayment date (3 year term). In some circumstances, beneficial ownership of the shares can transfer to the lender in the event of default under the loan agreement (including failing to meet a margin call made under the loan agreement).
<b>Name of registered holder (if issued securities)</b>	HSBC, Australia
<b>Date of change</b>	23 August 2024
<b>No. and class of securities to which interest related prior to change</b> Note: Details are only required for a contract in relation to which the interest has changed	N/A
<b>Interest acquired</b>	N/A
<b>Interest disposed</b>	N/A
<b>Value/Consideration</b> Note: If consideration is non-cash, provide details and an estimated valuation	N/A
<b>Interest after change</b>	N/A

**Part 3 – <sup>+</sup>Closed period**

<b>Were the interests in the securities or contracts detailed above traded during a <sup>+</sup>closed period where prior written clearance was required?</b>	No
<b>If so, was prior written clearance provided to allow the trade to proceed during this period?</b>	N/A
<b>If prior written clearance was provided, on what date was this provided?</b>	N/A

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<sup>+</sup> See chapter 19 for defined terms.