

**Form 604**  
Corporations Act 2001  
Section 671B

**Notice of change of interests of substantial holder**

To Company Name/Scheme Pointsbet Holdings Ltd

ACN/ARSN 621 179 351

**1. Details of substantial holder (1)**

Name Easygo Entertainment Pty Ltd and the parties listed in Annexure A

ACN/ARSN (if applicable) 663 685 729

There was a change in the interests of the substantial holder on

6/12/2024

The previous notice was given to the company on

31/05/2024

The previous notice was dated

31/05/2024

**2. Previous and present 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 when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Fully paid ordinary shares	16,317,547	5.01% (based on 325,545,657 shares on issue as per the Appendix 3G announced on 13 May 2024)	16,602,829	5.01% (based on 331,338,695 shares on issue as per Appendix 3H announced on 5 December 2024).

**3. Changes in relevant interests**

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
See Annexure A					

**4. Present relevant interests**

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
See Annexure A					

**5. Changes in association**

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

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

**6. Addresses**

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


Name	Address
See Annexure A	

**Signature**

print name Brais Pena

capacity Director

sign here


Signed by: 

date 10 December 2024

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## Annexure A

This is Annexure A of 2 pages (including this page) referred to in Form 604 (Notice of change of interests of substantial holder) for Easygo Entertainment Pty Ltd ACN 663 685 729 (**Easygo Entertainment**) and the parties referred to in this Annexure A, signed by me and dated 10 December 2024. I certify that the information contained in this Annexure is true and correct.

Signed by:   
 Signature: \_\_\_\_\_  
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Name: Brais Pena

Capacity: Director, Easygo Entertainment

Date: 10 December 2024

### 1. Details of substantial holder

Substantial holder	Address
Edward Craven	Level 2, 287-293 Collins Street, Melbourne VIC 3000
Bijan Tehrani	Level 2, 287-293 Collins Street, Melbourne VIC 3000
Easygo Entertainment	Level 2, 287-293 Collins Street, Melbourne VIC 3000
Easygo World Pty Ltd ACN 663 686 913 (formerly Stake World Pty Ltd)	Level 2, 287-293 Collins Street, Melbourne VIC 3000
Kick Streaming Pty Ltd ACN 663 807 645	Level 2, 287-293 Collins Street, Melbourne VIC 3000
Kick Streaming, Ltd	c/o Ifrac Law 1717 Pennsylvania Avenue, NW, Suite 650 / Washington, DC 20006-2004
Easygo Solutions Pty Ltd (ACN 611 437 668)	Level 2, 287-293 Collins Street, Melbourne VIC 3000
Easygo Group Holdings Pty Ltd (ACN 676 669 686)	Level 2, 287-293 Collins Street, Melbourne VIC 3000
Stake Gaming Pty Ltd (ACN 667 660 737)	Level 2, 287-293 Collins Street, Melbourne VIC 3000
Tofu Betting Pty Ltd (ACN 663 807 896)	Level 2, 287-293 Collins Street, Melbourne VIC 3000
Stake Colombia S.A.S	Carrera 15, #106-32 Oficina PH 3, Bogotá D.C., Colombia
Stake Peru S.A.C.	Dirección Cal. Gabriela Mistral, 292, 1501, Lima, Surquillo
Stake Jogos Holding LTDA	Rua S Bento, 365, 14th floor, cj. 145 room 12 São Paulo Brazil
Stake Brazil LTDA	Rua S Bento, Andar 14 Conj 145 Sala 13 São Paulo Brazil
Stake Latam Pty Ltd (ACN 667 676 413)	2/287-293 Collins Street, Melbourne VIC 3000
STK Tech Mexico DE C.V	Encino Grande 100, Colonia Tetelpan, Alvaro Obregon, Mexico City 01700
EG Admin Mexico S.A. DE C.V	Encino Grande 100, Número Interior 10, Colonia Tetelpan, Alcaldía Álvaro Obregón, Ciudad de México, C.P. 01700
Stake Canada Ltd	199 Bay St, Commerce Court West, Suite 2200 Toronto Ontario MSL 1G4 Canada
Baldo Line. S.R.L.	Bussolengo (VR) at via del Lavoro 10 CAP 37012, Italy
EG Investment Holdings Pty Ltd (ACN 674 759 810)	Level 2, 287-293 Collins Street, Melbourne VIC 3000
Easygo Strategy Pty Ltd (ACN 677 112 140)	Level 2, 287-293 Collins Street, Melbourne VIC 3000
Easygo Care Pty Ltd (ACN 677 108 799)	Level 2, 287-293 Collins Street, Melbourne VIC 3000
Easygo IP Holdings Pty Ltd (ACN 674 674 830)	Level 2, 287-293 Collins Street, Melbourne VIC 3000
Carrot Gaming Pty Ltd (ACN 677 182 553)	Level 2, 287-293 Collins Street, Melbourne VIC 3000
Easygo Innovation Pty Ltd (ACN 677 111 652)	Level 2, 287-293 Collins Street, Melbourne VIC 3000
Easygo Tech Pty Ltd (ACN 677 111 867)	Level 2, 287-293 Collins Street, Melbourne VIC 3000
Massive Studios Pty Ltd (ACN 669 233 354)	Level 2, 287-293 Collins Street, Melbourne VIC 3000
Twist Gaming Pty Ltd (ACN 663 690 060)	Level 2, 287-293 Collins Street, Melbourne VIC 3000

**3. Changes in relevant interests**

Date of change	Person whose relevant interest changed	Nature of change	Consideration given in relation to change		Class and number of Securities affected	Person's votes affected
			Cash	Non-Cash		
3 June 2024	Easygo Entertainment, Edward Craven, Bijan Tehrani and Ashwood Holdings Pty Ltd	Acquired shares on market	\$146,689.90	Nil	285,282	285,282
6 December 2024	Edward Craven, Bijan Tehrani, Easygo Solutions Pty Ltd, Easygo Group Holdings Pty Ltd and Ashwood Holdings Pty Ltd	Acquisitions and disposals of relevant interests resulting from intragroup share sale agreement – see Annexure B (SSA) – resulting in Ashwood Holdings Pty Ltd ceasing to have a relevant interest, Easygo Solutions Pty Ltd and Easygo Group Holdings Pty Ltd acquiring a relevant interest, and Edward Craven and Bijan Tehrani holding their relevant interests via the updated group structure.	Nil	5,001,000 fully paid ordinary shares in Easygo Group Holdings Pty Ltd	16,602,829 fully paid ordinary shares	16,602,829

**4 Present Relevant interest**

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
Easygo Entertainment	Easygo Entertainment	Easygo Entertainment	Registered holder	16,602,829 fully paid ordinary shares	16,602,829
Edward Craven, Bijan Tehrani, Easygo Solutions Pty Ltd and Easygo Group Holdings Pty Ltd	Easygo Entertainment	Easygo Entertainment	Pursuant to section 608(3) of the Corporations Act 2001 (Cth)	16,602,829 fully paid ordinary shares	16,602,829

**5 Changes in association**

Name and ACN/ARSN (if applicable)	Nature of association
Easygo Group Holdings Pty Ltd (ACN 676 669 686)	Became a related body corporate of Easygo Entertainment as a result of SSA
Stake Gaming Pty Ltd (ACN 667 660 737)	Became a related body corporate of Easygo Entertainment as a result of SSA
Tofu Betting Pty Ltd (ACN 663 807 896)	Became a related body corporate of Easygo Entertainment as a result of SSA
Stake Colombia S.A.S	Became a related body corporate of Easygo Entertainment as a result of SSA
Stake Peru S.A.C.	Became a related body corporate of Easygo Entertainment as a result of SSA
Stake Jogos Holding LTDA	Became a related body corporate of Easygo Entertainment as a result of SSA
Stake Brazil LTDA	Became a related body corporate of Easygo Entertainment as a result of SSA
Stake Latam Pty Ltd (ACN 667 676 413)	Became a related body corporate of Easygo Entertainment as a result of SSA
STK Tech Mexico DE C.V	Became a related body corporate of Easygo Entertainment as a result of SSA
EG Admin Mexico S.A. DE C.V	Became a related body corporate of Easygo Entertainment as a result of SSA
Stake Canada Ltd	Became a related body corporate of Easygo Entertainment as a result of SSA
Baldo Line. S.R.L.	Became a related body corporate of Easygo Entertainment as a result of SSA
EG Investment Holdings Pty Ltd (ACN 674 759 810)	Became a related body corporate of Easygo Entertainment as a result of SSA
Easygo Strategy Pty Ltd (ACN 677 112 140)	Became a related body corporate of Easygo Entertainment as a result of SSA
Easygo Care Pty Ltd (ACN 677 108 799)	Became a related body corporate of Easygo Entertainment as a result of SSA
Easygo IP Holdings Pty Ltd (ACN 674 674 830)	Became a related body corporate of Easygo Entertainment as a result of SSA
Carrot Gaming Pty Ltd (ACN 677 182 553)	Became a related body corporate of Easygo Entertainment as a result of SSA
Easygo Innovation Pty Ltd (ACN 677 111 652)	Became a related body corporate of Easygo Entertainment as a result of SSA
Easygo Tech Pty Ltd (ACN 677 111 867)	Became a related body corporate of Easygo Entertainment as a result of SSA
Massive Studios Pty Ltd (ACN 669 233 354)	Became a related body corporate of Easygo Entertainment as a result of SSA
Twist Gaming Pty Ltd (ACN 663 690 060)	Became a related body corporate of Easygo Entertainment as a result of SSA

**6 Addresses**

See above table in 1. Details of substantial holder

## Annexure B

This is Annexure B of 16 pages (including this page) referred to in Form 604 (Notice of change of interests of substantial holder) for Easygo Entertainment Pty Ltd ACN 663 685 729 (**Easygo Entertainment**) and the parties referred to in Annexure A, signed by me and dated 10 December 2024. I certify that the information contained in this Annexure is true and correct.

Signed by:



Signature:

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Name: Brais Pena

Capacity: Director, Easygo Entertainment

Date: 10 December 2024

# Share sale agreement

relating to shares in Easygo Entertainment Pty Ltd ACN 663 685 729

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The persons specified in Schedule 1 (**Vendors**)

Easygo Group Holdings Pty Ltd ACN 676 669 686 (**Purchaser**)

Easygo Entertainment Pty Ltd ACN 663 685 729 (**Company**)

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# Share sale agreement

## relating to shares in Easygo Entertainment Pty Ltd ACN 663 685 729

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# Details

Date 06 December 2024

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## Parties

Name **Each entity specified in Schedule 1**  
Short form name Each a **Vendor**

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Name **Easygo Group Holdings Pty Ltd ACN 676 669 686**  
Short form name **Purchaser**  
Notice details Level 5, 287-293 Collins Street, Melbourne VIC 3000  
Email: j.ooi@easygo.io and n.chamberlain@easygo.io  
Attention: Jeremiah Ooi (Managing Legal Counsel) and Nicole Chamberlain (Group Tax Manager)

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Name **Easygo Entertainment Pty Ltd ACN 663 685 729**  
Short form name **Company**  
Notice details Level 5, 287-293 Collins Street, Melbourne VIC 3000  
Email: j.ooi@easygo.io and n.chamberlain@easygo.io  
Attention: Jeremiah Ooi (Managing Legal Counsel) and Nicole Chamberlain (Group Tax Manager)

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## Background

- A The Shares are legally owned by the Vendors as set out in Schedule 1.
- B The Vendors have agreed to sell and the Purchaser has agreed to purchase the Shares on the terms and conditions set out in this agreement.
- C Each Vendor and the Purchaser, jointly choose for CGT roll-over relief under Subdivision 124-M of the Tax Act to apply and the Purchaser will not make a choice to deny any CGT roll-over relief that is available to a Vendor.

# Agreed terms

## 1. Defined terms & interpretation

### 1.1 Defined terms

In this agreement:

**Asset Sale Agreement** means the document titled 'Asset Sale Agreement' between Easygo Group Holdings Pty Ltd ACN 676 669 686, as purchaser, and Easygo Solutions Pty Ltd ACN 611 437 668 and Bijan Tehrani, as vendors.

**Business Day** means:

- (a) for receiving a notice under clause 11, a day that is not a Saturday, Sunday, public holiday or bank holiday in the place where the notice is received; and
- (b) for all other purposes, a day that is not a Saturday, Sunday, public holiday or bank holiday in Victoria, Australia.

**CGT** means capital gains tax.

**Claim** includes a claim, notice, demand, action, proceeding, litigation, investigation, judgment, damage, loss, cost, expense or liability however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort or statute and whether involving a third party or a party to this agreement.

**Company** means Easygo Entertainment Pty Ltd ACN 663 685 729.

**Completion** means completion of the sale and purchase of the Shares contemplated by this agreement.

**Completion Time** means the time at which Completion occurs.

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

**Loss** includes any loss, damage, cost, Claim, liability or expense.

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

**Purchaser Shares** means fully paid ordinary shares in the capital of the Purchaser.

**Respective Share Consideration** means, in respect of each Vendor, the number of Purchaser Shares specified in the column headed 'Respective Share Consideration' in relation to that Vendor, as set out in Schedule 1.

**Security Interest** means a 'security interest' as defined in the PPSA.

**Shares** means all the fully paid ordinary shares in the capital of the Company.

**Tax Act** means the *Income Tax Assessment Act 1997* (Cth).

### 1.2 Interpretation

In this agreement, unless expressly stated in this agreement or where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph or schedule is to a clause or paragraph of, or schedule to, this agreement, and a reference to this agreement includes any schedule;
- (d) a reference to **A\$, \$A, dollar** or **\$** is to Australian currency;
- (e) a reference to time is to Melbourne, Australia time;
- (f) a reference to a party is to a party to this agreement;

- (g) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (h) a reference to 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;
- (i) the meaning of general words is not limited by specific examples introduced by **including, for example** or similar expressions;
- (j) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (k) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (l) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this agreement or any part of it; and
- (m) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

### 1.3 Headings

Headings are for ease of reference only and do not affect interpretation.

## 2. Sale and purchase

### 2.1 Agreement to sell and purchase

Each Vendor as legal and beneficial owner agrees to sell to the Purchaser and the Purchaser agrees to buy from each Vendor those Shares listed against the Vendor's name in Schedule 1:

- (a) for, in respect of each Vendor, the relevant Respective Share Consideration;
- (b) free from Security Interests;
- (c) with all rights, including dividend and voting rights, attached or accrued to them on or after the Completion Time; and
- (d) subject to this agreement.

## 3. Consideration

### 3.1 Relevant consideration

The consideration for each Vendor's Shares is their relevant Respective Share Consideration.

### 3.2 Issue of the Purchaser Shares

- (a) The Purchaser must issue to each Vendor that Vendor's Respective Share Consideration, on Completion, in accordance with clause 5.3(a).
- (b) The Vendors acknowledge and agree that the only consideration to be received by the Vendors in respect of the sale and purchase of the Shares comprises the Purchaser Shares (and for the avoidance of doubt, the only consideration to be received by each Vendor is that Vendor's Respective Share Consideration) and nothing else.

## 4. Vendor actions

Execution of this agreement by the Vendors constitutes an irrevocable and unconditional:

- (a) application by each Vendor for the relevant number of Purchaser Shares to be issued and allotted to that Vendor (being their Respective Share Consideration);
- (b) consent to being named in the register of members of the Purchaser in respect of their Respective Share Consideration;
- (c) consent to being bound by the constitution of the Purchaser; and
- (d) waiver, in favour of the Purchaser, of any and all rights of pre-emption which any person has in respect of any of the Vendors' Shares (if any).

## 5. Completion

### 5.1 Time and place

Completion will take place at 11.58pm on 6 December 2024, after 'Completion' (as that term is defined) under the Asset Sale Agreement, at the offices of MinterEllison at, Level 19, 447 Collins Street, Melbourne, Victoria, Australia, or on any other date and at any other place or time as the parties agree.

### 5.2 Obligations of the Vendors

At or before Completion, each Vendor must:

- (a) in respect of only the Shares it is selling:
  - (i) deliver to the Purchaser duly executed and completed transfers in favour of the Purchaser of those Shares in registrable form together with the relevant share certificates (if any); and
  - (ii) produce to the Purchaser any power of attorney or other authority under which the transfers of the Shares are executed;
- (b) cause the board of directors of the Company to resolve that the transfers of the Shares be approved and registered;
- (c) enter the name of the Purchaser in the Company's register of members in respect of the Shares; and
- (d) do all other things necessary or desirable to transfer the Shares and to complete any other transaction contemplated by this agreement.

### 5.3 Obligations of the Purchaser

The Purchaser must:

- (a) at Completion, issue to each Vendor that Vendor's Respective Share Consideration in accordance with the terms of this agreement;
- (b) at or before Completion, deliver to the Vendors counterparts of all documents that the Vendor is required to deliver under clause 5.2 to which the Purchaser is a party or which otherwise contemplate execution by the Purchaser, duly executed by the Purchaser; and
- (c) enter each Vendor in the register of members of the Purchaser as the holder of the that Vendor's Respective Share Consideration in accordance with the terms of this agreement and issue a share certificate to each Vendor for their Respective Share Consideration.

### 5.4 Simultaneous actions at Completion

In respect of Completion:

- (a) the obligations of the parties under this agreement are interdependent;
- (b) all actions required to be performed will be taken to have occurred simultaneously at the Completion Time;

- (c) a party need not complete the sale or purchase of any of the Shares unless the sale and purchase of all the Shares is completed simultaneously; and
- (d) subject to Completion occurring in accordance with the terms of this agreement, the Company agrees to do all things necessary to give effect to the transfer of the Shares in accordance with the terms of this agreement.

## 6. Conduct until the Shares are registered

After Completion and until the Shares are registered in the name of the Purchaser, the Vendors must (while any Vendor is registered as the owner of any of the Shares) do all things it is reasonably able to do to:

- (a) convene and attend general meetings of the Company;
- (b) vote at general meetings, execute and pass written shareholder resolutions and take all other action in the capacity of the registered holder of the Shares in accordance with the directions and instructions of the Purchaser; and
- (c) assist the Purchaser to obtain registration by the Company of the transfer of all of the Shares as soon as practicable after Completion.

## 7. Warranties

### 7.1 General

Each party represents and warrants to the other that, as at the date of this agreement and as at Completion:

- (a) it is validly existing under the laws of its place of incorporation or registration (as applicable);
- (b) it has the power to enter into and perform its obligations under this agreement and to carry out the transactions contemplated by this agreement;
- (c) it has taken all necessary action to authorise its entry into and performance of this agreement and to carry out the transactions contemplated by this agreement;
- (d) its obligations under this agreement are valid and binding and enforceable against it in accordance with their terms; and
- (e) the execution, delivery and performance by it of this agreement (and any other agreement required to be entered into by it in connection with this agreement) will not:
  - (i) result in a breach of, or constitute a default under, any agreement or arrangement to which it is party or by which it is bound; or
  - (ii) result in a breach of any law or order, judgment or decree of any court, governmental agency or regulatory body to which it is a party or by which it is bound.

### 7.2 Vendor warranties

The Vendors represent and warrant to the Purchaser that, as at the date of this agreement and as at Completion:

- (a) the Shares are, in aggregate, all of the securities on issue in the capital of the Company;
- (b) each Vendor has complete and unrestricted power and right to sell, assign and transfer its Shares to the Purchaser;
- (c) there are no:
  - (i) securities convertible into Shares;
  - (ii) options or other entitlements:

- (A) over the Shares; or
- (B) to have Shares or other securities in the Company issued; or
- (iii) restrictions on the transfer of any Shares in the Company in accordance with the terms of this agreement; and
- (d) there is no Security Interest over or affecting their Shares (or any of them).

## 8. GST

### 8.1 Interpretation

In this clause 8, a word or expression defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) has the meaning given to it in that Act.

### 8.2 GST gross up

If a party (**Supplier**) makes a supply under or in connection with this agreement in respect of which GST is payable, the consideration for the supply but for the application of this clause 8.2 (**GST exclusive consideration**) is increased by, and the recipient of the supply (**Recipient**) must also pay to the Supplier, an amount equal to the GST payable on the supply at the same time as the GST exclusive consideration is payable or to be provided, subject to the Supplier giving the Recipient a tax invoice in respect of that taxable supply.

### 8.3 Reimbursements

If a party must reimburse or indemnify another party for a loss, cost or expense, the amount to be reimbursed or indemnified is first reduced by any input tax credit the other party is entitled to for the loss, cost or expense, and then increased in accordance with clause 8.2.

## 9. Capital gains tax roll-over choice

- (a) Pursuant to paragraph 124-780(3)(d) and section 124-782 of the Tax Act, each Vendor and the Purchaser jointly choose for CGT roll-over relief to apply under Subdivision 124-M of the Tax Act (**Roll-over Relief**) in respect of each Vendor's exchange of the Shares listed against the Vendor's name in Schedule 1 for the Respective Share Consideration.
- (b) For the purpose of paragraph 124-780(3)(e) of the Tax Act, each Vendor informs and notifies the Purchaser of their cost base in the Shares as set out in Schedule 2.
- (c) The Purchaser warrants and represents that it has not made, and will not make, a choice under subsection 124-795(4) of the Tax Act that the Roll-over Relief does not apply.

## 10. Further action

Each party must do all things requested by the other which are necessary or desirable (in the reasonable opinion of the requesting party), including signing documents, to give full effect to this agreement (including after Completion). To the extent that it is not possible to transfer title and ownership to any of the Shares to the Purchaser at the Completion Time, the Vendors shall hold legal title to the Shares on trust for the benefit of the Purchaser until the necessary formalities have been completed to effect the transfer of legal title.

## 11. Notices and other communications

### 11.1 Service of notices

A notice, demand, consent, approval or communication under this agreement (**Notice**) must be:

- (a) in writing, in English and signed by a person duly authorised by the sender; and

- (b) hand delivered or sent by prepaid post, facsimile or email to the recipient's address for Notices specified in Schedule 1, as varied by any Notice given by the recipient to the sender.

## **11.2 Effective on receipt**

A Notice given in accordance with clause 11.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, the second Business Days after the date of posting (or the seventh Business Day after the date of posting if posted to or from a place outside Australia); and
- (c) if sent by email, when sent by the sender unless the sender receives a delivery failure notification indicating that the email has not been delivered to the addressee,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

## **12. Miscellaneous**

### **12.1 Alterations**

This agreement may be altered only in writing signed by each party.

### **12.2 Approvals and consents**

Except where this agreement expressly states otherwise, a party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this agreement.

### **12.3 Assignment**

A party may only assign this agreement or a right under this agreement with the prior written consent of each other party.

### **12.4 Costs**

Each party must pay its own costs of negotiating, preparing and executing this agreement.

### **12.5 Stamp duty**

Any stamp duty, duties or other taxes of a similar nature (including fines, penalties and interest) in connection with this agreement or any transaction contemplated by this agreement, must be paid by the Purchaser.

### **12.6 Survival**

Any indemnity or any obligation of confidence under this agreement is independent and survives termination of this agreement. Any other term by its nature intended to survive termination of this agreement survives termination of this agreement.

### **12.7 Counterparts**

This agreement may be executed in counterparts. All executed counterparts constitute one document.

### **12.8 No merger**

The rights and obligations of the parties under this agreement do not merge on completion of any transaction contemplated by this agreement.

### **12.9 Entire agreement**

This agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

### 12.10 Severability

A term or part of a term of this agreement that is illegal or unenforceable may be severed from this agreement and the remaining terms or parts of the term of this agreement continue in force.

### 12.11 Waiver

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

### 12.12 Relationship

Except where this agreement expressly states otherwise, it does not create a relationship of employment, trust, agency or partnership between the parties.

### 12.13 Confidentiality

A party may only use confidential information of another party for the purposes of this agreement, and must keep (and must procure that its related bodies corporate also keep) the existence and the terms of this agreement, related agreements annexed to this agreement, the transactions contemplated by those agreements and any other confidential information of another party confidential except where:

- (a) the information is public knowledge (but not because of a breach of this agreement) or the party has independently created the information;
- (b) disclosure is required by law or a regulatory body (including a relevant stock exchange) and (if practicable) the notifying party has taken reasonable action to minimise the extent of such disclosure and has given the other party a reasonable opportunity to comment on the contents of, and the requirement for, the disclosure; or
- (c) disclosure is made to a Representative of that party who must know for the purposes of this agreement on the basis that the person keeps the information confidential.

### 12.14 Governing law and jurisdiction

This agreement is governed by the law of the State of Victoria and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the State of Victoria.

### 12.15 Electronic signing

- (a) A party may electronically sign an electronic copy of this document and bind itself accordingly. This will satisfy any statutory or other requirement for this agreement to be in writing and signed by that party. The parties intend that:
  - (i) any electronic copy so signed will constitute an executed original counterpart, and any print-out of the electronic copy with the relevant signatures appearing will also constitute an executed original counterpart; and
  - (ii) where a party prints out this document after all parties that are signing electronically have done so, the first print-out by that party after all signatories who are signing electronically will also be an executed original counterpart of this document.
- (b) Each signatory confirms that their signature appearing in this agreement, including any print-out of this agreement that is contemplated by this clause 12.15 (irrespective of which party printed it), is their personal signature authenticating it.



# Schedule 1 - Vendor Details

Vendor		Shares	Respective Share Consideration
<b>Name</b>	Bijan Tehrani		
<b>Notice details</b>	Address: Level 5, 287 - 293 Collins Street Melbourne VIC 3000 Email: j.ooi@easygo.io and n.chamberlain@easygo.io Attention: Jeremiah Ooi (Managing Legal Counsel) and Nicole Chamberlain (Group Tax Manager)	2,500,500	11,609,008 Purchaser Shares
<b>Name</b>	Ashwood Holdings Pty Ltd ACN 654 911 547		
<b>Notice details</b>	Address: Level 5, 287 - 293 Collins Street Melbourne VIC 3000 Email: j.ooi@easygo.io and n.chamberlain@easygo.io Attention: Jeremiah Ooi (Managing Legal Counsel) and Nicole Chamberlain (Group Tax Manager)	2,500,500	11,609,008 Purchaser Shares
<b>TOTAL</b>		<b>5,001,000</b>	<b>23,218,016 Purchaser Shares</b>

## Schedule 2 – Cost bases

For the purposes of paragraph 124-780(3)(e) of the Tax Act, the Vendors set out the respective cost bases of their Shares in the Company in the following table:

Entity	Original Interest	Cost bases in the Original Interests
Bijan Tehrani	2,500,500 Shares in the Company	Cost base of \$1 per Share totalling 2,500,500.
Ashwood Holdings Pty Ltd ACN 654 911 547	2,500,500 Shares in the Company	Cost base of \$1 per Share totalling 2,500,500.

# Signing page

**EXECUTED** as an agreement.

**Executed by Ashwood Holdings Pty Ltd ACN 654 911 547** in accordance with Section 127 of the *Corporations Act 2001*

Signed by:  
  
79FE4F296CDC46C...  
Signature of sole director and sole company secretary

who states that he or she is the sole director and the sole company secretary of the company

Edward James Macarthur Craven  
Name of sole director and sole company secretary (print)

*By signing above, each director or secretary (as applicable) consents to electronic execution of this deed (in whole or in part), represents that they hold the position or are the person named with respect to their execution and authorises any other director or secretary (as applicable) to produce a copy of this deed bearing his or her signature for the purpose of signing the copy to complete its execution under section 127 of the Corporations Act 2001 (Cth). The copy of the signature appearing on the copy so executed is to be treated as his or her original signature.*

**Signed by Bijan Tehrani** in the presence of


Signed by:  
  
3D4E88DFD8EF4CC...  
Signature of witness

Signed by:  
  
6058364C6E18443...  
Bijan Tehrani

Oscar Tuckfield  
Name of witness (print)

*By signing above, each individual (as applicable) consents to electronic execution of this deed (in whole or in part), represents that they hold the position or are the person named with respect to their execution. The copy of the signature appearing on the copy so executed is to be treated as his or her original signature.*

**Executed by Easygo Group Holdings Pty Ltd ACN 676 669 686** in accordance with Section 127 of the *Corporations Act 2001*


Signed by:  
  
79FE4F296CDC46C...  
Signature of sole director and sole company secretary

who states that he or she is the sole director and the sole company secretary of the company

Edward James Macarthur Craven  
Name of sole director and sole company secretary (print)

*By signing above, each director or secretary (as applicable) consents to electronic execution of this deed (in whole or in part), represents that they hold the position or are the person named with respect to their execution and authorises any other director or secretary (as applicable) to produce a copy of this deed bearing his or her signature for the purpose of signing the copy to complete its execution under section 127 of the Corporations Act 2001 (Cth). The copy of the signature appearing on the copy so executed is to be treated as his or her original signature.*

**Executed by Easygo Entertainment Pty Ltd**  
**ACN 663 685 729** in accordance with Section 127  
of the *Corporations Act 2001*

Signed by:  
  
7EF200151A2C40A...  
\_\_\_\_\_  
Signature of sole director and sole company secretary

who states that he or she is the sole director and the sole  
company secretary of the company

\_\_\_\_\_  
**Brais Pena Sanchez**  
Name of sole director and sole company secretary (print)

*By signing above, each director or secretary (as applicable) consents to electronic execution of this deed (in whole or in part), represents that they hold the position or are the person named with respect to their execution and authorises any other director or secretary (as applicable) to produce a copy of this deed bearing his or her signature for the purpose of signing the copy to complete its execution under section 127 of the Corporations Act 2001 (Cth). The copy of the signature appearing on the copy so executed is to be treated as his or her original signature.*