

1 July 2019

GBST receives non-binding indicative proposal from SS&C Technologies at \$A3.25 per share and

Board intends to recommend to shareholders

- Non-binding indicative proposal of A\$3.25 cash per share via a scheme of arrangement.
- Represents a 64.6% premium to the undisturbed closing price of GBST shares on 11 April 2019 of A\$1.975.
- Proposal subject to due diligence.
- GBST Board intends to unanimously recommend the Proposal to shareholders subject to the conditions described below.

Overview

GBST Holdings Limited (ASX:GBT, "**GBST**") advises that it has received a non-binding indicative proposal (the "**Proposal**") to acquire all of the shares in GBST at a price of A\$3.25 cash per share from SS&C Technologies, Inc. (Nasdaq: SSNC) or one of its designated subsidiaries ("**SS&C**") by way of a scheme of arrangement (the "**Proposed Scheme**").

SS&C is a global provider of investment and financial services and software for the financial services and healthcare industries. Founded in 1986, SS&C is headquartered in Windsor, Connecticut and has offices around the world. Some 18,000 financial services and healthcare organisations, from the world's largest institutions to local firms, manage and account for their investments using SS&C's products and services.

Details of the Proposal

The price of A\$3.25 per share values the equity of GBST at approximately A\$221 million and represents a:

- 64.6% premium to the undisturbed closing price of GBST shares on 11 April 2019, being the last close price prior to the initial proposal from Bravura Solutions Limited ("**Bravura**") dated 12 April 2019;
- 74.1% premium to the 30 trading day volume weighted average price to 11 April 2019; and
- A\$0.25 increase per GBST share relative to Bravura's revised proposal of A\$3.00 cash per share announced on 27 June 2019.

The Proposal follows an initial period of value based due diligence undertaken by SS&C, including a management presentation and CFO session.

The Proposal is conditional on several matters, including satisfactory completion of confirmatory due diligence and entering into mutually acceptable transaction documentation (including a scheme implementation agreement).

The Proposed Scheme is expected to be conditional on all required regulatory approvals being obtained, as well as other usual scheme conditions including court and shareholder approval, and will not be subject to any financing condition.

Intention to recommend

The GBST Board, in consultation with its professional advisers, has determined that it is in the best interest of shareholders to allow SS&C to undertake due diligence and to engage further with SS&C in order to determine if a transaction capable of Board recommendation can be developed and presented to shareholders.

If following completion of SS&C's due diligence activities the parties enter into a binding scheme implementation agreement on terms consistent with the Proposal, then the GBST Board intends to unanimously recommend the Proposal to shareholders in the absence of a superior proposal and subject to an independent expert concluding (and continuing to conclude) that the Proposal is in the best interests of GBST shareholders.

Process and Exclusivity Deed

GBST has entered into a Process and Exclusivity Deed with SS&C pursuant to which it has undertaken to grant SS&C four weeks to complete its due diligence (unless extended by agreement) from the time information is substantially provided to SS&C (the "**Exclusivity Period**"). The Exclusivity Period will, if required, be extended by up to 5 business days if SS&C confirms that it is willing and able to proceed with the Proposed Scheme, in order to enable completion of final phase due diligence and entry into a binding scheme implementation agreement.

GBST has agreed to certain customary exclusivity provisions during the Exclusivity Period, including no-shop, no-talk and no-due diligence restrictions, and notification and matching rights (the no-talk and no-due diligence restrictions being subject to a customary fiduciary carve-out).

A summary of the key terms of the Process and Exclusivity Deed is **attached** to this announcement.

Next steps

Following the Exclusivity Period, if GBST and SS&C enter into a binding scheme implementation agreement, GBST shareholders will receive a scheme booklet including an Independent Expert's Report and, subject to court approval, will be given the opportunity to vote on the Proposed Scheme at a shareholder meeting to be scheduled at a later date.

The Board of GBST notes that there is no certainty that the Proposal will result in an agreed transaction and will continue to keep the market informed of any material developments in accordance with its continuous disclosure obligations. GBST shareholders are advised to take no action in response to the Proposal at this stage.

– Ends –

About GBST

GBST is a specialist financial technology company which provides administration and transaction processing software for retail wealth management organisations and global and regional investment banks. Founded in 1983, the company operates in Australia, Asia, Europe and North America. GBST is listed on the Australian Securities Exchange under ASX ticker code GBT.

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Annexure A – SS&C Process and Exclusivity Deed key terms summary

- GBST and SS&C have entered into a Process and Exclusivity Deed ("**Exclusivity Deed**") under which GBST has agreed to grant SS&C exclusive access to conduct due diligence to facilitate further negotiations between the parties in relation to the proposed entry into a Scheme Implementation Agreement ("**SIA**") to give effect to the transaction described in SS&C's non-binding indicative proposal (the "**Proposal**") described in this announcement (the "**Proposed Transaction**"). Key terms of the Exclusivity Deed are set out below.
- **Proposed Transaction:** The parties expect to proceed with the Proposed Transaction by way of a SIA, but may agree to implement the Proposed Transaction via a takeover bid or other alternative transaction structure. In either case, the Proposed Transaction will not become binding on the parties until it has been approved by both the boards of GBST and SS&C, and the transaction documents have been duly executed.
- **Exclusivity period:** The exclusivity period will expire 4 weeks following the date on which SS&C confirms that GBST has made available to SS&C substantially all of the confidential information SS&C requires for the first phase of due diligence or on such later date as may be agreed between the parties. If, before the end of the exclusivity period expires, SS&C confirms in writing to GBST that it has completed its Phase 1 due diligence and that it is willing and able to proceed with the Proposed Transaction then the exclusivity period will be extended by up to 5 business days in order to enable the completion of Phase 2 due diligence and entry into a SIA.
- **Exclusivity obligations:** During the exclusivity period, GBST covenants in favour of SS&C that it and its representatives will not engage in certain conduct relating to any actual or potential competing transaction, including no-shop, no-talk and no-due diligence restrictions (the no-talk and no-due diligence restrictions being subject to a customary fiduciary carve-out). GBST must notify SS&C if it receives any superior proposal during the exclusivity period in which case SS&C has the right to match any such superior proposal within 5 business days after it receives notice of the superior proposal from GBST (the "**Matching Deadline**").
- **Due diligence:** During the exclusivity period the parties agree to commit all reasonably necessary resources to allow SS&C to conduct due diligence to determine whether to proceed with the Proposed Transaction. Due diligence will be conducted in two phases:
 - **Phase 1** – GBST will provide SS&C and its representatives with access to certain confidential business information in accordance with a pre-agreed due diligence request list for Phase 1 due diligence and will arrange for management presentations to be delivered to SS&C and its representatives covering key business areas including HR, technology and finance and operations.
 - **Phase 2** – Subject to SS&C confirming in writing to GBST that it is willing and able to proceed with the Proposed Transaction and having agreed (but not entered into) the form of a SIA, GBST will provide SS&C and its representatives with access to additional confidential and commercially sensitive information over a 5 business day period in accordance with a pre-agreed due diligence request list for Phase 2 due diligence.

The parties have separately entered a Confidentiality Deed the terms of which will apply to all information received during both phases of due diligence.

- **Negotiation of SIA:** GBST and SS&C have agreed to commit all reasonably necessary resources to negotiate a SIA and related transaction documents prior to the end of the exclusivity period.
- **Break fee:** Where SS&C does not offer to enter into a SIA consistent with the terms in the Proposal on or before 2 days prior to the expiry of the exclusivity period, it will be required to pay GBST a break fee within 10 business days after the end of the exclusivity period. The break fee is not payable by SS&C to GBST in any of the following circumstances:
 - GBST takes any action with respect to a competing proposal that would otherwise be prohibited under the no-talk and no-due diligence restrictions in reliance on the fiduciary carve-out, i.e. if the board of GBST determines (after obtaining written advice from its legal and, if appropriate, financial adviser) that the competing proposal would, if completed substantially in accordance with its terms, result in a superior proposal;
 - GBST gives notice to SS&C that it has received a superior proposal;
 - the Exclusivity Deed is terminated because a superior proposal is received by GBST, and notified to SS&C, during the exclusivity period and SS&C fails to provide GBST with a revised proposal in writing that is equally as favourable, or more favourable, to GBST shareholders than the superior proposal by the Matching Deadline;
 - any information provided by GBST to SS&C or released by GBST on the announcements platform of ASX is, or becomes, materially incorrect or misleading; or
 - GBST commits a material breach of the Exclusivity Deed.
- **Termination:** The Exclusivity Deed terminates on the earlier to occur of the following:
 - the end of the exclusivity period;
 - the time that a SIA is executed; and
 - the Matching Deadline in the event that a superior proposal is received by GBST during the exclusivity period and SS&C fails to provide GBST with a revised proposal in writing that is equally as favourable, or more favourable, to GBST shareholders than the superior proposal prior to the Matching Deadline.