

17th September 2020

Sydney, Australia

Please find attached:

Access Innovation Holdings Limited (AIM)

Form 603 – Access Innovation Holdings Limited

Comments:

Authorised for release by

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

Tony Abrahams,
Chief Executive Officer

Access Innovation Holdings Limited ABN 12 122 058 078 ACN 122 058 708

Registered address: LEVEL 6, 277 WILLIAM STREET MELBOURNE VIC 3000 AUSTRALIA
Principal place of business: LEVEL 1, 103 MILLER STREET NORTH SYDNEY NSW 2060 AUSTRALIA

Form 603Corporations Act 2001
Section 671B**Notice of initial substantial holder**To Company Name/Scheme Access Innovation Holdings LimitedACN/ARSN ACN 122 058 708**1. Details of substantial holder (1)**Name Access Innovation Holdings LimitedACN/ARSN (if applicable) 122 058 708The holder became a substantial holder on As at listing: 15/09/2020
(Relevant Interests acquired at or prior to listing)**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 (Escrowed Shares)	94,183,444	94,183,444	65.2%

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
Access Innovation Holdings Limited	Restriction of disposal of securities which are subject to the Escrow Deed (as set out in Annexures A and B), attached.	ORD 94,024,909
Access Innovation Holdings Limited	Restriction of disposal of securities issued pursuant to the Employee Gift Offer, as set out in the Prospectus issued by Access Innovation Holdings Limited and Ai-Media SaleCo Limited on or about 10 August 2020	ORD 158,353

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
Access Innovation Holdings Limited	As listed in the schedule to Annexure A	As listed in the schedule to Annexure A	ORD 94,024,909, in aggregate
Access Innovation Holdings Limited	Employees of Access Innovation Holdings Limited (or its subsidiaries) (none holding in excess of 5%)	Employees of Access Innovation Holdings Limited (or its subsidiaries) (none holding in excess of 5%)	ORD 158,353, in aggregate

5. Consideration

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

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

6. Associates

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

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

7. Addresses

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

Name	Address
Access Innovation Holdings Limited	Level 6, 277 Williams Street, Melbourne, VIC 3000

Signature

print name **Anthony Abrahams** capacity **Director**

sign here


Anthony Abrahams (Sep 17, 2020 17:56 GMT+10)

date **September 17, 2020** /

DIRECTIONS

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

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.

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

ANNEXURE TO FORM 603 – ACCESS INNOVATION HOLDINGS LIMITED

Escrow

Each Escrowed Shareholder has entered into a voluntary escrow deed with the Company in relation to Shares they will hold on Completion of the Offer. Under each voluntary escrow deed, the relevant Escrowed Shareholder agrees, subject to certain limited exceptions, not to deal in those Shares until the end of the relevant escrow period, as described below:

Category	Escrowed Shareholder	Escrowed Shares*	Escrowed Period
1	Founders, Directors, senior management and the ACS Vendor	20,721,543 20,721,543 20,721,543	From Completion of the Offer to (and including) the FY21 Results Date. From Completion of the Offer to (and including) the FY22 Results Date. From the issue and transfer of the Shares to (and including) the FY23 Results Date.
2	Holders of convertible notes in the Company which converted into Shares prior completion of the Offer (other than those in Category 1)	10,244,920	From Completion of the Offer to (and including) the later of 6 months after Completion of the Offer and the 1H FY21 Results Date.
3	Employees (other than those in Category 1) and certain Existing Shareholders	18,561,373	From Completion of the Offer to (and including) the FY21 Results Date.
4	Other Escrowed Shareholders (other than those in Categories 1, 2, or 3)	3,053,987	From Completion of the Offer to (and including) the 1H FY21 Results Date.
	Total	94,024,909	

*Escrowed Shares includes Shares allocated to Escrowed Shareholders under the Priority Offer, where applicable. This includes 250,000 Shares allocated to Alison Loan, a Director of the Company.



28 August 2020

Escrow Deed

Access Innovation Holdings Limited (ACN 122 058 708) (Ai-Media or Company)

Jones Day
Aurora Place
Level 41, 88 Phillip Street
Sydney NSW 2000

Tel: 61.2.8272.0500
Fax: 61.2.8272.0599

www.jonesday.com

Escrow Deed

Parties

Company **Access Innovation Holdings Limited ACN 122 058 708**

of Level 6, 277 William Street, Melbourne VIC 3000

Holder **Each party listed in Column 1 of Schedule 1**

This deed sets out the Escrow Terms for each Holder, as contemplated by the Implementation Deed.

Agreed terms

1 **Definitions and interpretation**

1.1 **Definitions**

In this document, terms defined in the Listing Rules have the same meanings when used in this document, and:

Term	Definition
Allotment	means the issue and transfer of Shares pursuant to the Prospectus.
ASIC	means the Australian Securities and Investments Commission.
ASX	means ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the case requires).
ASX Settlement	means ASX Settlement Pty Ltd ABN 49 008 504 532.
Business Day	means a day that is not a Saturday, Sunday or public holiday in Sydney Australia.
Category 1 Holder	means a Holder of Shares who is a founder, director of the Company, or member of senior management of the Company (including the ACS Vendor) – as listed in Column 2 in Schedule 1.
Category 2 Holder	means a Holder of Shares which were issued on conversion of convertible notes around the time of IPO (other than Category 1 Holders), as listed in Column 2 in Schedule 1 – and in respect of those Shares only.
Category 3 Holder	means Holders of Shares (other than Category 1 Holders): <ul style="list-style-type: none"> (a) which were issued to or held by employees of the Company and its subsidiaries at completion of the IPO – to the extent that they hold those Shares; or (b) who were existing shareholders at the time of the IPO who held more than 300,000 Shares (on a fully diluted basis) at

Term	Definition
	completion of the IPO, as listed in Column 2 in Schedule 1, and other than in respect of any Shares held as a Category 2 Holder.
Category 4 Holder	means Holders of Shares who were existing shareholders who held Shares at completion of the IPO (other than Category 1 or Category 3 Holders), as listed in Column 2 in Schedule 1 and other than in respect of any Shares held as a Category 2 Holder.
Corporations Act	means the <i>Corporations Act 2001</i> (Cth).
Deal	means: (a) sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, that Restricted Share or any legal, beneficial or economic interest in that Restricted Share; (b) create, or agree or offer to create, any Security Interest in that Restricted Share or any legal, beneficial or economic interest in that Restricted Share; (c) enter into any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise Dispose of that Restricted Share; or (d) do, omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Share or any legal, beneficial or economic interest in that Restricted Share,
	and Dealing and Dealt have the same corresponding meaning.
Dispose	has the meaning given to that term in the Listing Rules.
Escrow Deed	means an escrow deed entered into in connection with the initial public offering of Shares in the Company.
First Tranche Restricted Shares	for a Category 1 Holder, means 33.3% of the Restricted Shares held by the Holder at the completion of the Offer.
Governmental Agency	means any government (in any jurisdiction, whether federal, state, territorial or local), or representative of a government (including any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or in which any government is interested) or any governmental, semi-governmental, administrative, fiscal, regulatory, self-regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity in Australia. It includes without limitation, ASIC, any non-government regulatory authority including the ASX and any other stock exchange.
Holder	means the party specified in Column 1 of Schedule 1.
Holding Lock	has the meaning in Section 2 of the Settlement Operating Rules.
Immediate Family Member	means a spouse or child over 18 years of age.
Implementation Deed	means the implementation deed entered into between the Company and SaleCo, and other persons including the Holders, in connection with Offer.
Issuer Sponsored Subregister	means the part of the Company's register for shares that is administered by the Company (and not ASX Settlement) and records uncertificated holdings of Shares.

Term	Definition
Liability	means any liability or obligation (whether actual, contingent or prospective), including for any Loss irrespective of when the acts, events or things giving rise to the liability occurred.
Listing Rules	means the listing rules of ASX which govern, among other things, the admission of entities to the official list of ASX, disclosure and some aspects of a listed company's conduct, and any other rules of the ASX that are applicable while the Company is admitted to the official list of the ASX, as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.
Loss	means any cost (including legal costs and expenses of whatsoever nature or description), damages, debt, expense, liability or loss and includes taxes and duties.
Offer	means the offer of Shares pursuant to the Prospectus.
Prospectus	means the prospectus to be issued by the Company and SaleCo dated on or about 10 August 2020 and lodged with ASIC on or about that date.
Restricted Period	for each category of Holder, and (for Category 1 Holders) in respect of each relevant tranche of Restricted Shares, has the meaning given in Schedule 1, and applies to each Holder as identified in Column 3 of Schedule 1.
Restricted Shares	means all of the Shares in the Company held by the relevant Holder immediately following completion of Allotment (including any Shares acquired under the Offer, but excluding Shares acquired under the Employee Gift Offer which have separate restrictions as a term of their issue).
SaleCo	means Ai Media SaleCo Limited ACN 643 045 961.
Second Tranche Restricted Shares	for a Category 1 Holder, means 33.3% of the Restricted Shares held by the Holder at the completion of the Offer, still held at the Third Release Date.
Security Interest	means an interest or power: <ul style="list-style-type: none"> (a) reserved in or over an interest in any securities including, but not limited to, any retention of title; (b) created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge or lien, pledge, trust or power, and (c) any agreement to grant or create any interest or power referred to in paragraphs (a) or (b) of this definition.
Settlement Operating Rules	means the operating rules of ASX Settlement.
Share	means a fully paid ordinary share in the Company.
Third Tranche Restricted Shares	for a Category 1 Holder, means the remaining Restricted Shares held by the Holder at the Fourth Release Date (after release of the First Tranche Restricted Shares and Second Tranche Restricted Shares).
Trust	Has the same meaning given to that term in clause 4.1(a) of this deed.
Trustee	has the same meaning given to that term in clause 4.1(a) of this deed.

1.2 Interpretation

In this document:

- (a) a singular word includes the plural and vice versa;
- (b) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (c) words and expressions defined in the Implementation Deed, and not in this deed, have the meanings given to them in the Implementation Deed;
- (d) words and expressions defined in the Listing Rules, and not in this deed, have the meanings given to them in the Listing Rules;
- (e) every warranty or agreement (express or implied) in which more than one person is joined, binds them individually and any combination of them as a group;
- (f) references to "applicable law" include all laws and regulations or jurisdictions applicable to the Company (including the Corporations Act and any other laws and regulations of a jurisdiction outside Australia), and rules, policies, official directives, orders or requirements of any Governmental Agency, including the Listing Rules, Settlement Operating Rules and the applicable listing requirements of the ASX, except to the extent compliance is modified, waived or exempted in favour of a person in the relevant circumstances; and
- (g) the schedules form part of this deed.

1.3 Compliance with listing rules

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

- (a) notwithstanding anything contained in this deed, if the Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this deed prevents an act being done that the Listing Rules require to be done;
- (c) if the Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;
- (e) if the Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and
- (f) if any provision of this deed is or becomes inconsistent with the Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

2 Restrictions

2.1 Escrow Category

The Company determines the Escrow Category applicable to a Holder having regard to the Escrow Categories set out in the Implementation Deed, and in the case of any ambiguity or uncertainty as to interpretation or applicability, may clarify and resolve the applicability of an

Escrow Category (including by amending Schedule 1) at its discretion, with such determination being final.

2.2 Restricted Shares

The Company Secretary will determine (within 2 business days after the issue and transfer of Shares at completion of the Offer) the Restricted Shares for each Holder as at completion of the Offer based on the Company's Share register. The number of Restricted Shares for each Holder will be identified in an Exhibit to this deed, certified by the Company Secretary for identification purposes.

2.3 Restrictions during Restricted Period

Subject to clause 2.5, the Holder must not Deal in the Restricted Shares during the Restricted Period.

2.4 Escrow restrictions

The parties acknowledge and agree that:

- (a) as soon as practicable following completion of the Offer, the Restricted Shares will be registered (if required) and held for the Holder on the Issuer Sponsored Subregister;
- (b) the Company will apply a Holding Lock to the Restricted Shares as soon as practicable after registration of the Restricted Shares on the Issuer Sponsored Subregister and the Holder hereby agrees to the application of the Holding Lock; and
- (c) the Company will do all things necessary to ensure that the Holding Lock is released:
 - (i) to the extent necessary to permit Dealing in Restricted Shares permitted by this deed; and
 - (ii) in respect of First Tranche Restricted Shares, on the Second Release Date;
 - (iii) in respect of Second Tranche Restricted Shares, on the Third Release Date;
 - (iv) in respect of Third Tranche Restricted Shares, on the Fourth Release Date;
 - (v) and otherwise, in full at the conclusion of the relevant Restriction Period for the relevant Restricted Shares,

including notifying ASX that the relevant Restricted Shares will be released from the Holding Lock, in accordance with the timing requirements set out in Listing Rule 3.10A.

2.5 Exceptions

- (a) During the Restriction Period, the Holder may Deal in any of its Restricted Shares if the Dealing arises solely as a result of:
 - (i) a requirement of applicable law (including an order of a court of competent jurisdiction);
 - (ii) subject to clause 2.5(b) the acceptance of a bona fide third party takeover bid made under chapter 6 of the Corporations Act in respect of the Shares, provided that the holder of at least half of the Shares (excluding any Shares subject to any Voluntary Escrow Deed), and to which the offers under the bid relate, have accepted the bid;

- (iii) subject to clause 2.5(b), the transfer or cancellation of the Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act; or
 - (iv) a Disposal of, but not the creation of a Security Interest in, some or all of the Restricted Shares to:
 - (A) any Immediate Family Member;
 - (B) a company wholly-owned by the Holder; or
 - (C) a trust in relation to which the Holder or, in the case of a Holder that is an individual, their immediate Family Member is the beneficiary,provided that the transferee accedes to this deed in place of the Holder;
 - (v) where the Holder is an individual, a transfer of Restricted Shares necessitated by the death, serious disability or incapacity of the Holder provided that the transfer is to the estate or guardian of the Holder (as the case may be), provided that the transferee accedes to this deed in place of the Holder;
 - (vi) a Dealing in connection with an:
 - (A) equal access share buyback; or
 - (B) equal capital return; or
 - (C) equal capital reduction,in each case, effected by the Company in accordance with the Corporations Act.
- (b) If for any reason any or all Restricted Shares are not transferred or cancelled in accordance with a takeover bid as described in section 2.5(a)(ii), scheme of arrangement as described in 2.5(a)(iii), or buy-back, capital return or capital reduction as described in section 2.3(a)(vi) then the Holder agrees that the restrictions applying to the Restricted Shares under this deed 2.4 will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Restricted Shares not so transferred or cancelled.

2.6 Notice

If the Holder becomes aware:

- (a) that it has Dealt in any Restricted Shares, or that it is likely to Deal, during the relevant Restriction Period; or
- (b) of any matter which is likely to give rise to the Holder taking part in Dealing in any Restricted Shares during the relevant Restriction Period,

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

3 Termination

This deed terminates with respect to a Holder:

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

- (b) at the expiry of the relevant Restricted Period for all Restricted Shares held by that Holder, and for Category 1 Holders only at expiry of the Restricted Period for its Third Tranche Restricted Shares; or
- (c) if the Holder does not hold any Restricted Shares, immediately after completion of the Offer.

4 Warranties

4.1 Holder's warranties

The Holder represents, warrants and undertakes that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed (including, if the Holder has entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust, fund, self-managed superannuation fund or otherwise (**Trust**));
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this deed does not and will not violate, breach or result in a contravention of:
 - (i) any applicable law, regulation or authorisation;
 - (ii) its constitution or other constituent documents (or, if the Holder is a Trustee, the trust deed for the Trust); or
 - (iii) any agreement, undertaking, Security Interest or document that is binding on it;
- (e) prior to the Restriction Period, it has not done, or omitted to do, any act that would result in it Dealing in Restricted Shares such that it will take effect during the Restriction Period;
- (f) the Restricted Shares are free from all Security Interests and other third party interests or rights and will remain so during the Restriction Period;
- (g) immediately following completion of the Offer, the Holder will hold the Restricted Shares;
- (h) other than any Shares acquired by the Holder under the Employee Gift Offer (if applicable), the Restricted Shares are all the securities, economic interests or other interests that the Holder has directly or indirectly in the Company immediately following completion of the Offer (other than any LTIP entitlements);
- (i) if the Holder is a Trustee, the Trustee is the trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove it as trustee of the Trust;
- (j) if the Holder is a Trustee:
 - (i) the Holder has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Holder has not released or disposed of its equitable lien over that trust; and

- (ii) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, reconstitute or resettle the Trust.

4.2 Survival of representations and warranties

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

4.3 Breach of warranties

A breach of the warranties in clause 4.1 is a breach of this deed.

5 Consequences of breaching this document

5.1 Enforcement

If the Company anticipates that the Holder may breach this document, the Company may take steps necessary to prevent the breach or to enforce the document.

5.2 Consequences of breach

If either of the Holder breaches this document, each of the following applies:

- (a) the Company may take the steps necessary against the relevant Holder to enforce the document or to rectify the breach; and
- (b) the Company may (in addition to other rights and remedies of the Company), refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Securities unless the Company is prohibited from doing so by the Listing Rules.

The parties agree that damages would be an insufficient remedy for breach of this deed and the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligations under this deed without proof of actual damage and without prejudice to any of its other rights or remedies.

6 General

6.1 Governing law and jurisdiction

This document is governed by the laws of Victoria, Australia. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of that place, and any court that may hear appeals from any of those courts, for any proceedings in connection with this document.

Each party waives any right it has to object to an action being brought in those courts, including without limitation, by claiming that an action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

6.2 Counterparts

This document may be signed in any number of counterparts. All counterparts together make one instrument.

6.3 Electronic execution

To the extent permitted by law, the parties agree that counterparts may be signed, witnessed and delivered in electronic form, including by use of any appropriate electronic signature platform (including Adobe Sign or DocuSign).

The parties agree that electronic execution will be accepted, and (in the absence of fraud) will not be disputed on grounds merely of electronic execution.

6.4 Amendments and waivers

- (a) Subject to paragraph (b), this document, as it applies to a Holder, may only be amended by written agreement between the Company and the relevant Holder (including by the Holders' duly appointed attorney). Where an amendment does not affect other Holders, it does not need consent of other Holders.
- (b) Minor corrections or clarifications, including corrections to the appropriate Escrow Category or Restriction Period Option can be made by the Company without consent of Holders.

6.5 Further assurances

Each party must do all things and execute all further documents necessary to give full effect to this agreement and use reasonable endeavours to cause relevant third parties to do the same.

6.6 No partnership or agency

Nothing this document is to be treated as creating a partnership and, except as expressly set out in this document (including any Schedule to this document), no party may act as agent or in any way to bind another party to any obligation.

7 Trustees

7.1 Capacity

- (a) Notwithstanding any other provision of this deed to the contrary, and to the extent the Holder is acting in the capacity as Trustee of a Trust, the Holder enters into and incurs liability under this deed, solely in its capacity as Trustee for that Trust and in no other capacity.
- (b) A Liability may be enforced against the Holder only to the extent which:
 - (i) the Holder is actually indemnified in respect of that Liability out of the property of the Trust; and
 - (ii) there is sufficient property held by the Holder in its capacity as Trustee of the Trust at the time, which is available to meet that indemnity (after all Trust assets have been allocated to meet the indemnity and any other valid claims).

7.2 Claims etc.

Subject to clause 7.3(a), no person will be entitled to:

- (a) claim from or commence proceedings against the Holder in respect of any Liability in any capacity other than as Trustee for the Trust;
- (b) enforce or seek to enforce any judgement in respect of any Liability against any property of the Holder other than property held by the Holder in its capacity as Trustee for the Trust;
- (c) take any steps to procure or support the appointment of a liquidator, administrator or any other similar office holder to the Holder on the basis of a Liability, or prove in any liquidation, administration or arrangement of or affecting the Holder; or

- (d) in respect of a Liability, appoint or take any steps to procure or support the appointment of a receiver or receiver and manager to any property of the Holder, other than property which is held by it in its capacity as Trustee for the Trust.

7.3 Application

- (a) The restrictions in clauses 7.1(b) and 7.2 do not apply to any Liability to the extent to which the Holder is not entitled to be indemnified out of the property of the Trust as a result of the Holder's fraud, negligence, or breach of trust.
- (b) The Company agrees that no act or omission of the Holder will constitute fraud, negligence or breach of trust of the Holder for the purposes of clause 7.3(a) to the extent to which the act or omission was caused or contributed to by any failure of any other party to fulfil its obligations relating to the Trust or by any other act or omission of that party.
- (c) This limitation of liability applies despite any other provision of this deed and extends to all Liabilities of the Holder in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this deed or its performance.

7.4 Survival

This clause 7 survives termination of this deed.

8 Notice

8.1 Method of giving notice

A notice, consent or communication under this document is only effective if it is:

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) given as follows:
 - (i) delivered by hand to that person's address;
 - (ii) sent by prepaid mail (and by prepaid airmail if the person is overseas) to that person's address;
 - (iii) sent by email (including an email containing a link to an electronic webpage or platform) to that person's email address (and the Company can send any notices, consents or communications to the Holder's email address in Column 2 of Schedule 1, unless updated contact details are notified to the Company); or
 - (iv) sent by fax to that person's fax number where the sender receives a transmission confirmation report from the despatching machine indicating the transmission has been made without error and showing the relevant number of pages and the correct destination fax number or name of recipient; or
 - (v) delivered by any of these means to a duly appointed Representative for a Holder under the Implementation Deed.

8.2 When is notice given

A notice, consent or communication delivered under clause 8.1 is given and received:

- (a) if it is hand delivered or sent by

- (b) email:
 - (i) by 5.00pm (local time in the place of receipt) on a Business Day – on that day; or
 - (ii) after 5.00pm (local time in the place of receipt) on a Business Day, or at any time on a day that is not a Business Day – on the next Business Day; and
- (c) if it is sent by post:
 - (i) within Australia – three Business Days after posting; or
 - (ii) to or from a place outside Australia – seven Business Days after posting.

8.3 Time of essence

Time is of the essence to this deed.

8.4 Address for notices

A person's address, fax number and email address (as the case may be) are those set out below, or as the person notifies the sender:

Company

Level 1, 103 Miller Street, North Sydney NSW 2060

Attention: Company Secretary

Holder

The email address and any other contact details provided by a Holder in their Accession Deed to the Implementation Deed, or the notice details for the Holders' Representative under the Implementation Deed.



Schedule 1 Holders, Categories and Restricted Periods

Particulars (clause 1)

Definitions in this Schedule 1:	
First Release Date	means the date the reviewed financial accounts of the Company for the half year ended 31 December 2020 have been released to the ASX.
Second Release Date	means the date the audited financial accounts of the Company for the financial year ended 20 June 2021 have been released to the ASX.
Third Release Date	means the date the audited financial accounts of the Company for the financial year ended 20 June 2022 have been released to the ASX.
Fourth Release Date	means the date the audited financial accounts of the Company for the financial year ended 20 June 2023 have been released to the ASX.
Restricted Period	means: <p>Option 1 – for Category 1 Holders:</p> <p>(a) in respect of the First Tranche Escrow Shares, the period from the completion of the Offer to (and including) the Second Release Date.</p> <p>(b) in respect of the Second Tranche Escrow Shares, the period from the completion of the Offer to (and including) the Third Release Date.</p> <p>(c) in respect of the Third Tranche Escrow Shares, the period from the date of Allotment to (and including) the Fourth Release Date.</p> <p>Option 2 – for Category 2 Holders: for Category 2 Restricted Shares, the period from the completion of the Offer to (and including) the later of 6 months after completion of the Offer and First Release Date.</p> <p>Option 3 - for Category 3 Holders: for all Restricted Shares (excluding Category 2), the period from the completion of the Offer to (and including) the Second Release Date.</p> <p>Option 4 – for Category 4 Holders: for all Restricted Shares (excluding Category 2), the period from the completion of the Offer to (and including) the First Release Date.</p>

1. Holder	2. Holder Category	3. Restricted Period - Option
Founders, Directors, Senior management*	Category 1	Option 1
143 Pty Ltd (J Pearce)	Category 1	Option 1
PATRICK FOK	Category 1	Option 1
JOHN MARTIN	Category 1	Option 1
SUE SANOSSIAN	Category 1	Option 1
DEANNE WEIR	Category 1	Option 1
ICONIC INVESTMENTS PTY LIMITED	Category 1	Option 1
JADW NOMINEES PTY LTD <JADW FAMILY TRUST	Category 1	Option 1
LEONIE JACKSON	Category 1	Option 1
PARAPET INVESTMENTS PTY LTD	Category 1	Option 1
PEARLIROSE PTY LIMITED	Category 1	Option 1
SHAHE SANOSSIAN + SUZANNE SANOSSIAN <SANOSSIAN FAMILY SUPER FUND>	Category 1	Option 1
SHAHE SANOSSIAN <SANOSSIAN FAMILY TRUST>	Category 1	Option 1
TYLER LEE PTY LIMITED	Category 1	Option 1
VIRENDRA RAHEJA <VAMA SUPERANNUATION FUND>	Category 1	Option 1
WILD ROSE PTY LIMITED	Category 1	Option 1
Philip A. Hyssong	Category 1	Option 1

1. Holder	2. Holder Category	3. Restricted Period - Option
Convertible Noteholders – to the extent holding Shares on conversion of Convertible Notes	As noted below	
ADITI RAHEJA	Category 2	Option 2
ANMOL RAHEJA	Category 2	Option 2
Anzu APAC SPV I LP	Category 2	Option 2
Frank Mahlab Pty Ltd ATF The Frank Mahlab Trust	Category 2	Option 2
G&L Capon Super Co Pty Ltd ATF G&L Capon Super Fund	Category 2	Option 2
JOHNNYCAKES PTY LTD <FLIPPERSIX A/C>	Category 2	Option 2
MCGUIRE MEDIA PTY LTD <THE MCGUIRE FAMILY A/C>	Category 2	Option 2
Meeta Holdings Pty Ltd (Meena Sethi)	Category 2	Option 2
G & S SPARKE SUPER PTY LIMITED	Category 2	Option 2
Raheja Holdings Pty Ltd ATF Raheja Family Trust*	Category 1	Option 1
ROBIN MAHLAB	Category 2	Option 2
Roxbury 1 Pty Ltd ATF Lewis Family Trust (Paul Lewis)	Category 2	Option 2
Sahagian Family Super Fund (Warton Sahagian)	Category 2	Option 2
Sanu Pepper Aust Pty Ltd ATF Sardinha Superannuation Fund	Category 2	Option 2
Thomas David Cooper	Category 2	Option 2
Toloula PL ATF the Louise Capon Financial Trust	Category 2	Option 2
VAMA Group Holdings Pty Ltd ATF VAMA Superannuation Fund*	Category 1	Option 1
Walsh & Company Investments Limited ACN 152 367 649 as trustee for the CVC Emerging Companies Fund	Category 2	Option 2
EMI Optionholders – include only to the extent hold Shares following exercise of 2019 EMI Options, or take up Shares under the Priority Offer	As noted below	
Eileen Hopkins	Category 3	Option 3
Eline Henrikson	Category 3	Option 3
James Ward	Category 1	Option 1
Laura Burfoot (nee Dempster)	Category 3	Option 3
Laura Dempster	Category 3	Option 3
Mark Lovatt	Category 3	Option 3
Martin Cornwall	Category 3	Option 3
Max Deacon	Category 3	Option 3
Robert Potter	Category 3	Option 3
ESS Optionholders - include only to the extent take up Shares under the Priority Offer	As noted below	
CHRISTOPHER ADAMS	Category 3	Option 3
MUHAMMAD AYAZ ASLAM	Category 3	Option 3
ANDREW BERMAN	Category 3	Option 3
MITCH BOWEY	Category 3	Option 3
TIM BRAND	Category 3	Option 3
DARREN GIBBS	Category 3	Option 3
NICOLE GOODFELLOW	Category 3	Option 3
KIM HARDING	Category 3	Option 3
MELISSA HAWKINS	Category 3	Option 3
YVONNE HAYES	Category 3	Option 3
SERKAN HONEINE	Category 3	Option 3
ISHAN KARUNANAYAKE	Category 1	Option 1

1. Holder	2. Holder Category	3. Restricted Period - Option
CHUN YIN (DAVID) LEE	Category 3	Option 3
SUSSAN LEE	Category 3	Option 3
MARKUS LESSING	Category 1	Option 1
DAVID PURCELL	Category 3	Option 3
VIRENDRA RAHEJA*	Category 1	Option 1
BLAIR RILEY	Category 3	Option 3
GARY SPRANGER	Category 3	Option 3
MARTIN THOMAS	Category 3	Option 3
STEPHEN THOMPSON	Category 1	Option 1
DORENS SUSAN VAN ERVEN	Category 3	Option 3
SOPHIE WALLER	Category 3	Option 3
JENNIFER WARDLE	Category 3	Option 3
CRAIG WARE	Category 3	Option 3
ROHAN WILLIAMS	Category 3	Option 3
JEFF FOSTER	Category 2	Option 2
Existing Shareholders – larger holdings	As noted below	Option 3
G & S SPARKE SUPER PTY LIMITED	Category 3	Option 3
ADITI RAHEJA	Category 3	Option 3
ANGELA ABRAHAMS + GEOFFREY ABRAHAMS	Category 1	Option 1
ANGELA ABRAHAMS + GEOFFREY ABRAHAMS <G&A ABRAHAMS SUPER FUND>	Category 1	Option 1
DEAL (AUSTRALIA) PTY LIMITED <PORTER NO 1 TRUST>	Category 3	Option 3
DRISH INFOTECH LIMITED	Category 3	Option 3
G&L CAPON SUPER CO PTY LTD <THE G & L CAPON SUPERANNUATION FUND>	Category 3	Option 3
GREG SIRTES <SIRTES SUPERANNUATION FUND>	Category 3	Option 3
HOWARD IRVIN CREME + MICHELE BRENDA CREME	Category 3	Option 3
LOUISE CAPON	Category 3	Option 3
MANISHA KUMAR	Category 3	Option 3
MARKUS LESSING	Category 1	Option 1
MONASH LIMITED	Category 3	Option 3
PAUL KELLY <PAUL KELLY SUPERANNUATION FUND>	Category 3	Option 3
PEGGOTTY GRAHAM	Category 3	Option 3
TOWER PENSION TRUSTEES LTD	Category 3	Option 3
Existing Shareholders – smaller holdings	As noted below	
ANDREW W M GRAHAM	Category 4	Option 4
ANMOL RAHEJA	Category 4	Option 4
ANUPAM SETHI + SAVIO SARDINHA	Category 4	Option 4
ASSUMO (NOMINEES) PTY LTD <ATF ASSUMO SUPERFUND>	Category 4	Option 4
BRUCE MANN	Category 4	Option 4
CHIDSTER PTY LTD <PEAK INVESTMENTS SUPER FUND>	Category 4	Option 4
COFT BOSS PTY LTD <THE CASS O'CONNOR FAMILY TRUST>	Category 4	Option 4
CON DIAVATIOTIS	Category 4	Option 4
CRAIG HAMILTON + CLAIRE HAMILTON	Category 4	Option 4
DAVID A MOSES (NOMINEES) PL <DAVID MOSES FAMILY TRUST AC>	Category 4	Option 4
DENNIS ALEMIS	Category 4	Option 4
EDWARD ALLYN TINKER	Category 4	Option 4

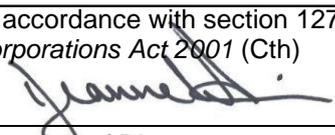
1. Holder	2. Holder Category	3. Restricted Period - Option
FRANK MAHLAB <THE FRANK MAHLAB TRUST>	Category 4	Option 4
GERARD HEADS + JULIE HEADS	Category 4	Option 4
HTTA PTY LTD	Category 4	Option 4
JAMES PATRICK SHORT + ROSEMARY ANNE RUSSELL <THE SHORT-RUSSELL SUPER FUND>	Category 4	Option 4
JUDITH CULLEN	Category 4	Option 4
KRISTI ANN MANSFIELD	Category 4	Option 4
MEETA PTY LTD <SETHI RETIREMENT FUND>	Category 4	Option 4
MEGAN LOUISE ROBERTS	Category 4	Option 4
MICHAEL JOHN COLLINGS + MARILYN STEPHANIE COLLINGS	Category 4	Option 4
MICHAEL ROBERT DYE	Category 4	Option 4
MOONDELL PTY LIMITED <STILWELL FAMILY TRUST>	Category 4	Option 4
MOUNTAINMIST PTY LTD <PERRAM SUPERANNUATION FUND>	Category 4	Option 4
PAUL LEWIS	Category 4	Option 4
REBECCA HEAP	Category 4	Option 4
ROBIN MAHLAB	Category 4	Option 4
RUTH OSEN PTY LTD <OSEN SUPERANNUATION FUND>	Category 4	Option 4
SANU PEPPER AUST PTY LTD <SARDINHA SUPERANNUATION FUND>	Category 4	Option 4
SIMON BRIGGS EMPLOYER SUPERANNUATION PTY LIMITED <SIMON BRIGGS EMPLOYER SUPERANNUATION FUND>	Category 4	Option 4
STEFAN WISNIOWSKI	Category 4	Option 4
SUSAN MARY ANDERSON	Category 4	Option 4
TAYLADALE PTY LIMITED <KNOX FAMILY TRUST>	Category 4	Option 4
THOMAS COOPER	Category 4	Option 4
WARTON SAHAGIAN + NORA SAHAGIAN <SAHAGIAN FAMILY SUPER FUND>	Category 4	Option 4

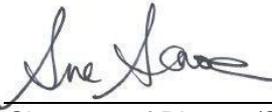
Execution

EXECUTED as a deed

Executed by Access Innovation Holdings Limited ACN 122 058 708:

in accordance with section 127 of the Corporations Act 2001 (Cth)


Signature of Director
Deanne Weir


Signature of Director/Secretary
Suzanne Sanossian

Name of Director

Name of Director/Secretary

Signed, sealed and delivered by:
(Attorney)
Deanne Weir
Suzanne Sanossian

appointed under the Implementation Deed on behalf of, and as attorney for each of the Holders, in the presence of:



Signature of Witness
Ishan Karunanayake




Signature of the Attorney

Name of Witness