

ASX ANNOUNCEMENT

Lodgement of Court Orders with ASIC

Sydney, Friday 19 February 2021

Xplore Wealth Limited (ASX:XPL) (**Xplore**) confirms that an office copy of the orders made on 18 February 2021 by the Federal Court of Australia (**Court**) approving the Share Scheme and the Option Scheme has today been lodged with the Australian Securities and Investments Commission (**ASIC**). Capitalised terms not defined in this announcement have the meaning given to them in the Scheme Booklet dated 18 December 2020.

Accordingly, under section 411(10) of the *Corporations Act 2001* (Cth), the Schemes are now legally effective. Accompanying this announcement is an office copy of the Court's orders as lodged with ASIC. The indicative timetable for the implementation of the Schemes is as set out in Xplore's announcement of 18 February 2021.

Authorised by and for enquiries:

Alex Hutchison

Chairman

0404 494 973



Federal Court of Australia

District Registry: New South Wales

Division: General

No: NSD1279/2020

IN THE MATTER OF XPLORE WEALTH LIMITED ACN 128 316 441

XPLORE WEALTH LIMITED ACN 128 316 441 and another named in the schedule
Plaintiff

ORDER

JUDGE: JUSTICE MARKOVIC

DATE OF ORDER: 18 February 2021

WHERE MADE: Sydney

THE COURT ORDERS THAT:

1. Pursuant to s 411(4)(b) of the *Corporations Act 2001* (Cth) (**Corporations Act**), the scheme of arrangement between the plaintiff and its members agreed to by the said members at the meeting held on 12 February 2021 (the terms of which were set out in Annexure A to these Orders) (**Share Scheme**) is approved.
2. Pursuant to s 411(4)(b) of the Corporations Act, the scheme of arrangement between the plaintiff and certain creditors agreed to by the said creditors at the meeting held on 12 February 2021 (the terms of which were set out in Annexure B to these Orders) (**Option Scheme**) is approved.
3. Pursuant to s 411(12) of the Corporations Act, Xplore Wealth Limited be exempted from compliance with s 411(11) of the Corporations Act in relation to the Share Scheme and Option Scheme.

Date that entry is stamped: 18 February 2021


Registrar



Annexure A

Share Scheme of Arrangement

Xplore Wealth Limited ABN 34 128 316 441

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Scheme Shareholders

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Share Scheme of Arrangement

Xplore Wealth Limited ABN 34 128 316 441

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Details

This scheme of arrangement is made under section 411 of the *Corporations Act 2001* (Cth).

Between the parties

Xplore Wealth Limited ABN 34 128 316 441 of Suite 1, Level 5, 28 Margaret Street, Sydney, NSW 2000
(**Xplore**)

and

Each Scheme Shareholder



Agreed terms

1. Defined terms & interpretation

1.1 Definitions

In this Share Scheme, unless the context requires otherwise:

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited ACN 008 624 691, or as the context requires or permits, the financial market known as the Australian Securities Exchange operated by it.

Business Day means a day that is not a Saturday, Sunday or a public holiday or bank holiday in Sydney, New South Wales.

Cash Consideration Share Cap means the greater of:

- (a) zero; and
- (b) the number of Xplore Shares representing 60% of all Xplore Shares on issue as at the Share Scheme Record Date (rounded down to the nearest whole Xplore Share) less the sum of:
 - (i) the Ineligible Shares; and
 - (ii) the number of Scheme Shares in respect of which cash is to be paid as Scheme Consideration under paragraph (d)(ii) of the definition of Share Scheme Consideration (after the operation of the scale back adjustment under paragraph (d)(iii) of the definition of Share Scheme Consideration (if applicable)).

Cash Consideration means \$0.20 for each Scheme Share.

CHESS means the clearing house electronic subregister system of share transfers operated by ASX Settlement Pty Limited ABN 49 008 504 532.

CHESS Holding has the meaning given in the Settlement Rules.

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

Court means the Federal Court of Australia or such other court of competent jurisdiction under the Corporations Act agreed in writing between Xplore and HUB24.

Delivery Time means, in relation to the Second Court Date, two hours before the commencement of the hearing or, if the commencement of the hearing is adjourned, two hours before the commencement of the adjourned hearing, of the Court to approve this Share Scheme in accordance with section 411(4)(b) of the Corporations Act.

Effective means the coming into effect under section 411(10) of the Corporations Act of the order of the Court made under section 411(4)(b) of the Corporations Act in relation to this Share Scheme.

Effective Date means the date on which this Share Scheme becomes Effective.

Election means an election by a Xplore Shareholder, to receive either:

- (i) in relation to 100% of their Scheme Shares, Share Scheme Consideration in the form of HUB24 Consideration Shares (such Election, **Maximum Scrip Election**); or
- (ii) in relation to 100% of their Scheme Shares, Share Scheme Consideration in the form of cash (such Election, **Maximum Cash Election**).

Election Date means 5.00pm on the date that is seven clear days before the Proxy Cut-Off Date.

Election Form means a form issued by Xplore for the purposes of a Xplore Shareholder making an Election.



End Date means the 'End Date' determined in accordance with the Scheme Implementation Agreement.

Foreign Scheme Shareholder means a Scheme Shareholder whose Registered Address is a place outside of:

- (a) Australia or its external territories;
- (b) New Zealand; and
- (c) any other jurisdictions as may be agreed in writing by Xplore and HUB24,

(unless HUB24 determines (in its absolute discretion), that HUB24 is permitted to allot and issue HUB24 Consideration Shares to that Scheme Shareholder under this Share Scheme by the laws of that place either unconditionally or after compliance with conditions that HUB24 considers are not unduly onerous or impracticable).

Governmental Agency means any government or representative of a government or any governmental, semi-governmental, administrative, fiscal, regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity and includes any minister, ASIC, ASX and any regulatory organisation established under statute or any stock exchange.

HUB24 means HUB24 Limited ACN 124 891 685.

HUB24 Consideration Share means a HUB24 Share to be issued under the terms of this Share Scheme as Share Scheme Consideration.

HUB24 Share means an issued fully paid ordinary share in the capital of HUB24.

Implementation Date means the fifth Business Day after the Share Scheme Record Date or such other Business Day after the Share Scheme Record Date agreed to in writing between the relevant parties to the Scheme Implementation Agreement.

Ineligible Shares means the total number of Scheme Shares held by Foreign Scheme Shareholders and Small Shareholders.

Issuer Sponsored Holding has the meaning given in the Settlement Rules.

Listing Rules means the official listing rules of ASX as amended from time to time.

Market Integrity Rules means any rules made by ASIC under section 798G of the Corporations Act that apply to ASX or any other prescribed financial market on which Xplore Shares are quoted.

Maximum Cash Election has the meaning given in the definition of Election.

Maximum Scrip Election has the meaning given in the definition of Election.

No Election Shares means the total number of Scheme Shares which are not held by Foreign Scheme Shareholders or Small Shareholders and in respect of which either:

- (a) no valid Election is made on or before the Election Date; or
- (b) a valid Election is made on or before the Election Date but are subsequently transferred or sold after the Election Date to the effect that under this Scheme they are treated as not being subject to a valid Election.

Proxy Cut-Off Date means the last day on or before which proxies must be lodged for the Share Scheme Meeting.

Registered Address means, in relation to a Xplore Shareholder, the address shown in the Share Register as at the Share Scheme Record Date.

Regulatory Authority means:

- (a) any government or governmental, semi-governmental, administrative, monetary, fiscal or judicial body, tribunal, agency or entity;



(b) a minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government; or

(c) any regulatory organisation established under statute, in Australia whether federal, state, territorial or local.

Scheme Implementation Agreement means the Scheme Implementation Agreement dated 28 October 2020 between Xplore and HUB24.

Scheme Share means a Share on issue as at the Share Scheme Record Date.

Scheme Shareholder means a person who holds one or more Scheme Shares.

Second Court Date means the first day on which an application made to the Court for an order under section 411(4)(b) of the Corporations Act approving this Share Scheme is heard or scheduled to be heard or, if the application is adjourned for any reason, means the date on which the adjourned application is heard or scheduled to be heard.

Settlement Rules means the ASX Settlement Operating Rules.

Scrip Consideration means 0.00926746 HUB24 Consideration Share(s) per Scheme Share.

Scrip Election Shares means the number of Scheme Shares in respect of which Scrip Consideration are to be issued under paragraph (a)(i) of the definition of Share Scheme Consideration (after the operation of the scale back adjustment in paragraph (b) of the definition of Share Scheme Consideration).

Share Cap means the number of Xplore Shares representing 50% of all Xplore Shares on issue as at the Share Scheme Record Date (rounded down to the nearest whole Xplore Share) less the amount equal to 50% of the No Election Shares.

Share Register means the register of members of Xplore maintained in accordance with the Corporations Act.

Share Scheme means this scheme of arrangement under Part 5.1 of the Corporations Act between Xplore and the Scheme Shareholders, subject to any alterations or conditions that are:

- (a) agreed to in writing by Xplore and HUB24 and approved by the Court; or
- (b) made or required by the Court under section 411(6) of the Corporations Act and agreed to by Xplore and HUB24.

Share Scheme Consideration in respect of a Scheme Shareholder means:

- (a) if the Scheme Shareholder is not a Foreign Scheme Shareholder or a Small Shareholder and has made a valid Election on or before the Election Date, then
 - (i) if the Scheme Shareholder has made a Maximum Scrip Election, subject to paragraph (b), the Scrip Consideration multiplied by each Scheme Share held by the Scheme Shareholder; or
 - (ii) if the Scheme Shareholder has made a Maximum Cash Election, subject to paragraph (c), the Cash Consideration multiplied by every Scheme Share held by the Scheme Shareholder,
- (b) if the total number of Scheme Shares in respect of which Scrip Consideration are to be issued in aggregate exceeds the Share Cap, then the number of Share Scheme Shares in respect of which Scrip Consideration are to be issued under paragraph (a)(i) will be subject to a scale back adjustment as set out below:
 - (i) Scrip Consideration for the number of Scheme Shares calculated as:
 $(B/A) \times C$,
where:
A = the total number of Scheme Shares in respect of which Scrip Consideration are to be issued under paragraph (a)(i);
B = the Share Cap; and



- C = the number of Scheme Shares held by the Scheme Shareholder in respect of which Scrip Consideration are to be issued under (a)(i); and
- (ii) the Cash Consideration for each of the Scheme Shares held by the Scheme Shareholder less the number of Scheme Shares held by the Scheme Shareholder in respect of which Scrip Consideration are to be issued as calculated in accordance with paragraph (b)(i);
- (c) if the total number of Scheme Shares in respect of which cash is to be paid as Scheme Consideration in aggregate exceeds the Cash Consideration Share Cap, then number of Scheme Shares in respect of which cash is to be paid as Share Scheme Consideration under paragraph (a)(ii) will be subject to a scale back adjustment as set out below:
- (i) the Cash Consideration for the number of Scheme Shares calculated as:
- $$(B/A) \times C,$$
- where:
- A = the total number of Scheme Shares in respect of which cash is to be paid as Share Scheme Consideration under paragraph (a)(ii);
- B = the Cash Consideration Share Cap; and
- C = the number of Scheme Shares held by the Scheme Shareholder in respect of which cash is to be paid as Scheme Consideration under paragraph (a)(ii); and
- (ii) the Scrip Consideration for each Scheme Share held by the Scheme Shareholder less the number of Scheme Shares held by the Scheme Shareholder in respect of which cash is to be paid as calculated in accordance with paragraph (c)(i);
- (d) if the Scheme Shareholder is not a Foreign Scheme Shareholder or a Small Shareholder and has not made a valid Election on or before the Election Date:
- (i) in relation to 50% of their Scheme Shares, the Scrip Consideration for each Scheme Share held by the Scheme Shareholder; and
- (ii) in relation to 50% of their Scheme Shares, the Cash Consideration for each Scheme Share held by the Scheme Shareholder,
- unless the total number of Ineligible Shares less the number of Xplore Shares representing 10% of all Xplore Shares on issue as at the Share Scheme Record Date (rounded down the nearest whole Xplore Share) exceed the Scrip Election Shares, in which case:
- (iii) the number of Scheme Shares in respect of which cash is to be paid as Scheme Consideration under paragraph (d)(ii) will be subject to a scale back adjustment as set out below:
- (A) the Cash Consideration for the number of Scheme Shares calculated as:
- $$(B/A) \times C,$$
- where:
- A = 50% of the No Election Shares
- B = the greater of zero and the sum of G + (50% multiplied by the sum of (D+E-F))
- C = the number of Scheme Shares held by the Scheme Shareholder in respect of which cash is to be paid as Scheme Consideration under paragraph (d)(ii);
- D = the No Election Shares;
- E = the Scrip Election Shares;
- F = the Ineligible Shares; and
- G = the number of Xplore Shares representing 10% of all Xplore Shares on issue as at the Share Scheme Record Date (rounded down to the nearest whole Xplore Share),



provided that B does not exceed A. If B exceeds A, then the scale back adjustment in this paragraph (d)(iii) will not apply; and

- (B) the Scrip Consideration for each Scheme Share held by the Scheme Shareholder less the number of Scheme Shares held by the Scheme Shareholder in respect of which cash is to be paid as calculated in accordance with paragraph (d)(iii); or
- (e) if the Scheme Shareholder is a Foreign Scheme Shareholder or a Small Shareholder, the Cash Consideration for each Scheme Share held by the Scheme Shareholder.

Share Scheme Deed Poll means the deed poll dated 15 December 2020 executed by Xplore and HUB24 under which HUB24 among other things covenant in favour of the Scheme Shareholders to perform the actions attributed to it respectively under this Share Scheme.

Share Scheme Meeting means the meeting of Xplore Shareholders ordered by the Court to be convened under section 411(1) of the Corporations Act to consider and vote on this Share Scheme and includes any meeting convened following any adjournment or postponement of that meeting.

Share Scheme Record Date means 7.00pm on the second Business Day after the Effective Date or such other time and date agreed to in writing between Xplore and HUB24.

Small Shareholders means a Scheme Shareholder who is entitled to receive HUB24 Consideration Shares equal to a value of less than \$500 (or such other amount as may be agreed between HUB24 and Xplore) on the Share Scheme Record Date, whether or not the Scheme Shareholder has made an Election.

Trust Account means an Australian dollar denominated trust account operated by Xplore as trustee for the benefit of Scheme Shareholders.

Xplore Registry means Registry Direct or any replacement provider of share registry services to Xplore.

Xplore Share means an issued fully paid ordinary share in the capital of Xplore.

Xplore Shareholder means a person who is registered in the register maintained by Xplore under section 168(1) of the Corporations Act as a holder of one or more Xplore Shares.

1.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise.

- (a) The singular includes the plural, and the converse also applies.
- (b) A gender includes all genders.
- (c) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them.
- (e) A reference to a clause or schedule is a reference to a clause of or schedule to this Share Scheme.
- (f) A reference to an **agreement** or **document** (including a reference to this Share Scheme) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Share Scheme or that other agreement or document, and includes, except to the extent this Share Scheme expressly provides otherwise the recitals, schedules and annexures to that agreement or document.



- (g) A reference to a party to this Share Scheme or an agreement or document includes the party's executors, administrators, successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
- (h) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- (i) A reference to conduct includes an omission, statement or undertaking, whether or not in writing.
- (j) A reference to an agreement includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a document includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind.
- (k) A reference to **dollars** or **\$** is to Australian currency.
- (l) All references to time are to Sydney, New South Wales time.
- (m) Mentioning anything after *includes, including, for example*, or similar expressions, does not limit what else might be included.
- (n) A word or expression defined in the Corporations Act has the meaning given to it in the Corporations Act.
- (o) A reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity.

1.3 Business Day

Where the day on or by which any act, matter or thing under this Share Scheme is to be done is not a Business Day, that act, matter or thing must be done on or by the next Business Day.

1.4 Listing requirements included as law

A listing rule or operating rule of a financial market and a Market Integrity Rule will be regarded as a law and a reference to legislation (as appropriate), and a reference to such a rule is to be taken to be subject to any waiver or exemption granted to the compliance of those rules by a party.

2. Preliminary

2.1 Xplore

- (a) Xplore is a public company limited by shares, registered in New South Wales and admitted to the official list of ASX.
- (b) The Xplore Shares are officially quoted on ASX. As at the date of the Scheme Implementation Agreement 297,536,240 Xplore Shares were on issue which are officially quoted on ASX.

2.2 HUB24

HUB24 is a public company limited by shares, registered in Victoria and admitted to the official list of ASX.

2.3 General

- (a) Xplore and HUB24 have agreed by executing the Scheme Implementation Agreement to implement this Share Scheme subject to the terms and conditions of this Share Scheme.
- (b) This Share Scheme attributes actions to HUB24 but does not itself impose an obligation on it to perform those actions, as HUB24 is not a party to this Share Scheme. HUB24 has agreed, by executing the Share Scheme Deed Poll, to perform the actions attributed to it under this Share Scheme (including the provision of the Share Scheme Consideration to the Scheme Shareholders subject to the terms and conditions of this Share Scheme).



2.4 Consequence of this Share Scheme becoming Effective

If this Share Scheme becomes Effective:

- (a) HUB24 will provide or procure the provision of the Share Scheme Consideration to Scheme Shareholders in accordance with this Share Scheme; and
- (b) all the Scheme Shares, together with all rights and entitlements attaching to the Scheme Shares at the Implementation Date, will be transferred to HUB24, and Xplore will enter HUB24 in the Share Register as the holder of the Scheme Shares with the result that Xplore will become a wholly-owned subsidiary of HUB24.

3. Conditions

- (a) This Share Scheme is conditional on, and will have no force or effect until, the satisfaction of each of the following conditions precedent:
 - (i) all the conditions precedent in clause 3.1 of the Scheme Implementation Agreement (other than the condition in clause 3.1(h) of the Scheme Implementation Agreement (Court approval)) having been satisfied or waived in accordance with the terms of the Scheme Implementation Agreement by no later than the Delivery Time on the Second Court Date;
 - (ii) neither the Scheme Implementation Agreement nor the Share Scheme Deed Poll having been terminated in accordance with their terms by no later than the Delivery Time on the Second Court Date;
 - (iii) approval of this Share Scheme by the Court under section 411(4)(b) of the Corporations Act, including with any alterations made or required by the Court under section 411(6) of the Corporations Act as are agreed to in writing by Xplore and HUB24;
 - (iv) such other conditions imposed by the Court under section 411(6) of the Corporations Act, as are agreed to in writing by Xplore and HUB24, having been satisfied; and
 - (v) the orders of the Court made under section 411(4)(b) (and if applicable section 411(6)) of the Corporations Act approving this Share Scheme coming into effect, pursuant to section 411(10) of the Corporations Act, on or before the End Date (or any later date Xplore and HUB24 agree in writing).
- (b) The satisfaction of the conditions referred to in clause 3(a) of this document is a condition precedent to the operation of clauses 4.2 and 5.

4. Implementation

4.1 Lodgement of Court orders

Subject to the Listing Rules, Xplore must lodge with ASIC office copies of any Court orders under section 411(4)(b) (and if applicable section 411(6)) of the Corporations Act approving this Share Scheme as soon as reasonably practicable after the Court approves this Share Scheme and in any event no later than by 5.00pm on the first Business Day after the Court approves this Share Scheme.

4.2 Transfer of Scheme Shares

On the Implementation Date:

- (a) subject to:
 - (i) the payment by Xplore of the cash component of the Share Scheme Consideration in the manner contemplated by clause 5.4(c); and
 - (ii) HUB24 confirming in writing to Xplore by no later than 12 noon (or such later time as HUB24 and Xplore may agree) on the Implementation Date that the HUB24



Consideration Shares component of the Share Scheme Consideration has been provided in the manner contemplated by clause 5.4(b),

the Scheme Shares, together with all rights and entitlements attaching to the Scheme Shares at the Implementation Date, will be transferred to HUB24, without the need for any further act by any Scheme Shareholder (other than acts performed by Xplore or its officers as agent and attorney of the Scheme Shareholders under clause 8.6 or otherwise), by:

- (iii) Xplore delivering to HUB24 a duly completed and executed share transfer form to transfer all the Scheme Shares to HUB24, executed on behalf of the Scheme Shareholders by Xplore; and
 - (iv) HUB24 duly executing such transfer form and delivering it to Xplore for registration; and
- (b) immediately after receipt of the transfer form in accordance with clause 4.2(a)(iv), Xplore must enter, or procure the entry of, the name of HUB24 in the Share Register in respect of the Scheme Shares transferred to HUB24 in accordance with this Share Scheme.

5. Share Scheme Consideration

5.1 Amount of Share Scheme Consideration

Each Scheme Shareholder is entitled to receive the Share Scheme Consideration.

5.2 Election procedure

- (a) Each Xplore Shareholder other than Foreign Scheme Shareholder will be entitled to make an Election. All Elections will take effect in accordance with this Share Scheme to the extent that any Xplore Shareholder who makes an Election qualifies as a Scheme Shareholder.
- (b) A Xplore Shareholder which makes an Election may vary, withdraw or revoke that Election by lodging a replacement Election Form, subject to that replacement Election Form being received on or before the Election Date.
- (c) An Election must be made in accordance with the terms and conditions of the Election Form and this clause 5.2, and an Election not so made will not be a valid election for the purpose of this Share Scheme and will not be recognised by HUB24 or Xplore for any purpose (provided that HUB24 may, with the agreement of Xplore, waive this requirement and may, with the agreement of Xplore, settle as it thinks fit any difficulty, matter of interpretation or dispute which may arise in connection with determining the validity of any Election, and any such decision will be conclusive and binding on HUB24, Xplore and the relevant Scheme Shareholder).
- (d) Clause 5.3 will apply to any Xplore Shareholder who purports to make an Election but who qualifies as a Foreign Scheme Shareholder or a Small Shareholder.
- (e) Subject to clause 5.2(f), if a Xplore Shareholder makes a valid Election, that Election will be deemed to apply in respect of the Xplore Shareholder's registered holding of Xplore Shares at the Share Scheme Record Date, regardless of whether the Xplore Shareholder's holding of Xplore Shares at the Share Scheme Record Date is greater or less than the Xplore Shareholder's holding at the time it made its Election.
- (f) A Xplore Shareholder who is noted on the Share Register as holding one or more parcels of Xplore Shares as trustee or nominee for, or otherwise on account of, another person, may make separate Elections under this clause 5.2 in relation to each of those parcels of Xplore Shares (subject to it providing to HUB24 and Xplore any substantiating information they reasonably require), and if it does so it will be treated as a separate Xplore Shareholder in respect of each such parcel in respect of which a separate Election is made (and in respect of any balance of its holding), provided that if, at the Share Scheme Record Date, it holds fewer Xplore Shares than it held at the time it made the Election, then, unless it has at the time of any sale of Xplore Shares notified Xplore whether the Xplore Shares sold relate to any such separate Election (and if so which separate Election the Xplore Shares sold relate to), it will be treated as not having made a valid Election in respect of any of its Xplore Shares (or will be treated in any other manner that HUB24 and Xplore agree is fair to the Xplore Shareholder in all the circumstances acting reasonably).



5.3 Foreign Scheme Shareholders and Small Shareholders

HUB24 will be under no obligation to issue, and must not issue, any HUB24 Consideration Shares under the Share Scheme to Foreign Scheme Shareholders or Small Shareholders. All Foreign Scheme Shareholders and Small Shareholders will receive the Cash Consideration for all of their Scheme Shares.

5.4 Provision of Share Scheme Consideration

- (a) The obligation of HUB24 to provide the Cash Consideration under this Share Scheme and the Share Scheme Deed Poll will be satisfied by HUB24, no later than the Business Day before the Implementation Date, depositing in cleared funds into the Trust Account an amount equal to the aggregate amount of the Cash Consideration payable to Scheme Shareholders who are entitled to the Cash Consideration under this Share Scheme, such amount to be held by Xplore on trust for the Scheme Shareholders and for the purpose of sending the aggregate amount of the Cash Consideration to the Scheme Shareholders (except that any interest on the amount will be for the account of HUB24).
- (b) HUB24 must before 12 noon (or such later time as HUB24 and Xplore may agree) on the Implementation Date procure that the name of each Scheme Shareholder (if any) entitled to receive HUB24 Consideration Shares under this Share Scheme is entered in HUB24's register of members as the holder of those HUB24 Consideration Shares (having the same holding name and address and other details as the holding of the relevant Scheme Shares).
- (c) On the Implementation Date and subject to funds having been deposited in accordance with clause 5.4(a), Xplore must pay or procure the payment of the Cash Consideration to each Scheme Shareholder who is entitled to the Cash Consideration under this Share Scheme from the Trust Account by doing any of the following at its election:
 - (i) sending (or procuring the Xplore Registry to send) it to the Scheme Shareholder's Registered Address by cheque (in the name of that Scheme Shareholder) in Australian currency drawn out of the Trust Account; or
 - (ii) depositing (or procuring the Xplore Registry to deposit) it into an account with any Australian ADI (as defined in the Corporations Act) notified to Xplore (or the Xplore Registry) by an appropriate authority from the Scheme Shareholder.
- (d) If:
 - (i) a Scheme Shareholder does not have a Registered Address and no account has been notified in accordance with clause 5.4(c)(ii) or a deposit into such an account is rejected or refunded; or
 - (ii) a cheque issued under this clause 5 has been cancelled in accordance with clause 5.8(a),

Xplore as the trustee for the Scheme Shareholders may credit the amount payable to the relevant Scheme Shareholder to a separate bank account of Xplore (**Separate Account**) to be held until the Scheme Shareholder claims the amount or the amount is dealt with under the *Unclaimed Money Act 1995* (NSW). To avoid doubt, if the amount is not credited to a Separate Account, the amount will continue to be held in the Trust Account until the Scheme Shareholder claims the amount or the amount is dealt with under *Unclaimed Money Act 1995* (NSW). Until such time as the amount is dealt with under *Unclaimed Money Act 1995* (NSW), Xplore must hold the amount on trust for the relevant Scheme Shareholder, but any interest or other benefit accruing from the amount will be to the benefit of HUB24. An amount credited to the Separate Account or Trust Account (as applicable) is to be treated as having been paid to the Scheme Shareholder when credited to the Separate Account or Trust Account (as applicable). Xplore must maintain records of the amounts paid, the people who are entitled to the amount and any transfers of the amounts.

- (e) On or before the date that is five Business Days after the Implementation Date, HUB24 must send or procure the sending of a share certificate or holding statement (or equivalent



document) to each Scheme Shareholder entitled to receive HUB24 Consideration Shares under this Share Scheme, reflecting the issue of such HUB24 Consideration Shares.

- (f) To the extent that, following satisfaction of Xplore's obligations under clause 5.2(c), there is a surplus in the amount held in the Trust Account, that surplus may be paid by Xplore to HUB24.

5.5 Foreign resident capital gains withholding

- (a) If HUB24 determines, having regard to legal advice, that HUB24 is either:

- (i) required by law to withhold any amount from a payment or an issue of HUB24 Consideration Shares (or a combination) to a Scheme Shareholder; or
- (ii) liable to pay an amount to the Commissioner of Taxation under Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) in respect of the acquisition of Scheme Shares from a Scheme Shareholder,
- (either of the above being the **Relevant Amount**),

then HUB24 is entitled to:

- (iii) withhold the Relevant Amount before making the payment or issuing the HUB24 Consideration Shares to the Scheme Shareholder (as applicable); and
- (iv) where the Share Scheme Consideration consist of only HUB24 Consideration Shares (i.e. there is no Cash Consideration), reduce the number of HUB24 Consideration Shares issued by a number calculated by the following factor, RA/VS, rounded up to the nearest whole number of HUB24 Consideration Shares, where:
- (A) RA means the Relevant Amount; and
- (B) VS means the value (as reasonably assessed by HUB24) of one HUB24 Consideration Shares; and
- (v) where the Share Scheme Consideration is a combination of Cash Consideration and HUB24 Consideration Shares, first withhold the Relevant Amount from any Cash Consideration,

and payment of the reduced amount or issue of the reduced number of HUB24 Consideration Shares (or a combination) and payment of the Relevant Amount to the relevant taxation authority pursuant to clause 5.5(b) shall be taken to be full payment of the Relevant Amount for the purposes of this Share Scheme, including clause 5.4.

- (b) HUB24 must pay any Relevant Amount so withheld to the relevant taxation authority within the time permitted by law, and, if requested in writing by the relevant Scheme Shareholder, provide a receipt or other appropriate evidence (or procure the provision of such receipt or other evidence) of such payment to the relevant Scheme Shareholder.

5.6 Joint holders

In the case of Scheme Shares held in joint names:

- (a) any HUB24 Consideration Shares comprised in the Share Scheme Consideration are to be registered in the names of the joint holders;
- (b) any cheque required to be sent under this Share Scheme will be made payable to the joint holders and sent at the sole discretion of Xplore, either to the holder whose name appears first in the Share Register as at the Share Scheme Record Date or to the joint holders; and
- (c) any other document required to be sent under this Share Scheme, will be forwarded, at the sole discretion of Xplore, either to the holder whose name appears first in the Share Register as at the Share Scheme Record Date or to the joint holders.

5.7 Fractional entitlements

- (a) Where the calculation of the Share Scheme Consideration to be provided to a Scheme Shareholder would result in the Scheme Shareholder becoming entitled to a fraction of a cent or a fraction of a HUB24 Consideration Share, that fractional entitlement will be



rounded down to the nearest whole cent or HUB24 Consideration Share as the case may be.

- (b) Any fraction of a HUB24 Consideration Share arising as provided under clause 5.7(a) will be paid in cash of an amount equal to the fraction multiplied by the issue price of one HUB24 Consideration Share (calculated as the closing price per share of HUB24 Shares on ASX as at the Share Scheme Record Date) and rounded down to the nearest whole cent.
- (c) If HUB24 is of the reasonable opinion that two or more Scheme Shareholders (each of whom holds a number of Scheme Shares which results in rounding in accordance with clause 5.7(a) or each of whom holds less than or equal to the number of Scheme Shares required to classify as a Small Shareholder) have, before the Share Scheme Record Date, been party to shareholding splitting or division in an attempt to obtain unfair advantage by reference to such rounding or shareholding splitting or division, HUB24 may give notice to those Scheme Shareholders:
 - (i) setting out their names and Registered Addresses;
 - (ii) stating that opinion; and
 - (iii) attributing to one of them specifically identified in the notice the Scheme Shares held by all of them,

and, after such notice has been given, the Scheme Shareholder specifically identified in the notice as the deemed holder of all the specified Scheme Shares will, for the purposes of the other provisions of this Share Scheme, be taken to hold all of those Scheme Shares and each of the other Scheme Shareholders whose names and Registered Addresses are set out in the notice will, for the purposes of the other provisions of this Share Scheme, be taken to hold no Scheme Shares. HUB24, in complying with the other provisions of this Share Scheme relating to it in respect of the Scheme Shareholder specifically identified in the notice as the deemed holder of all the specified Scheme Shares, will be taken to have satisfied and discharged its obligations to the other Scheme Shareholders named in the notice under the terms of this Share Scheme.

5.8 Unclaimed monies

- (a) Xplore may cancel a cheque sent under this clause 5 if the cheque:
 - (i) is returned to Xplore; or
 - (ii) has not been presented for payment within six months after the date on which the cheque was sent.
- (b) During the period of 11 months commencing on the Implementation Date, on request in writing from a Scheme Shareholder to Xplore (or the Share Registry) (which request may not be made until the date which is 20 Business Days after the Implementation Date), Xplore must reissue a cheque that was previously cancelled under clause 5.8(a).
- (c) The *Unclaimed Money Act 1995* (NSW) will apply in relation to any Share Scheme Consideration which becomes "unclaimed money" (as defined in section 7 of the *Unclaimed Money Act 1995* (NSW)).
- (d) Any interest or other benefit accruing from unclaimed Share Scheme Consideration will be to the benefit of HUB24.

5.9 Status of HUB24 Consideration Shares

Subject to this Share Scheme becoming Effective, HUB24 must:

- (a) issue the HUB24 Consideration Shares required to be issued under this Share Scheme on terms such that each such HUB24 Consideration Shares will rank equally in all respects with each other HUB24 Share then on issue; and
- (b) ensure that each HUB24 Consideration Share required to be issued under this Share Scheme is duly issued and is fully paid and free from any mortgage, charge, lien, encumbrance or other security interest (except for any lien arising under the constitution of HUB24); and



- (c) use all reasonable endeavours to ensure that such HUB24 Consideration Shares are, from the Business Day following the date this Share Scheme becomes Effective (or such later date as ASX requires), quoted for trading on the ASX initially on a deferred settlement basis and thereafter on an ordinary settlement basis.

5.10 Order of a court or Regulatory Authority

If:

- (a) written notice is given to Xplore (or the Share Registry) of an order or direction made by a court of competent jurisdiction or by another Regulatory Authority that requires payment to a third party of a sum in respect of Scheme Shares held by a particular Scheme Shareholder, which would otherwise be payable to that Scheme Shareholder by Xplore in accordance with this clause 5, then Xplore may procure that payment is made in accordance with that order or direction; or
- (b) written notice is given to Xplore (or the Share Registry) of an order or direction made by a court of competent jurisdiction or by another Regulatory Authority that prevents Xplore from making a payment to any particular Scheme Shareholder in accordance with clause 5.4(c), or such payment is otherwise prohibited by applicable law, Xplore may retain an amount equal to the number of Scheme Shares held by that Scheme Shareholder for which Cash Consideration is payable multiplied by the applicable Cash Consideration to be paid as a portion of the Share Scheme Consideration until such time as payment in accordance with this clause 5 is permitted by that order or direction or otherwise by law,

and the payment or retention by Xplore (or the Share Registry) will constitute the full discharge of Xplore's obligations under clause 5.4(c) with respect of the amount so paid or retained until, in the case of clause 5.10(b), it is no longer required to be retained.

5.11 Definition of *sending*

For the purposes of clause 5, the expression *sending* means, in relation to each Scheme Shareholder:

- (a) sending by ordinary pre-paid post or courier to the Registered Address of that Scheme Shareholder as at the Share Scheme Record Date; or
- (b) delivery to the Registered Address of that Scheme Shareholder as at the Share Scheme Record Date by any other means at no cost to the recipient.

6. Dealings in Xplore Shares

6.1 Determination of Scheme Shareholders

To establish the identity of the Scheme Shareholders, dealings in Xplore Shares or other alterations to the Share Register will only be recognised if:

- (a) in the case of dealings of the type to be effected using CHESS, the transferee is registered in the Share Register as the holder of the relevant Xplore Shares on or before 7.00pm on the Share Scheme Record Date; and
- (b) in all other cases, registrable transmission applications or transfers in respect of those dealings are received on or before 5.00pm on the day on which the Share Scheme Record Date occurs at the place where the Share Register is kept,

and Xplore will not accept for registration, nor recognise for any purpose (except a transfer to HUB24 under this Share Scheme and any subsequent transfer by HUB24 or its successors in title), any transfer or transmission application or other request received after such times, or received prior to such times but not in registrable or actionable form, as appropriate.

6.2 Register

- (a) **(Registration of transfers)** Xplore must register registrable transmission applications or transfers of the kind referred to in clause 6.1(b) by or as soon as reasonably practicable after the Share Scheme Record Date (provided that for the avoidance of doubt nothing in this clause 6.2 requires Xplore to register a transfer that would result in a Xplore



Shareholder holding a parcel of Xplore Shares that is less than a 'marketable parcel' (as defined in the Settlement Rules)).

- (b) **(No registration after Share Scheme Record Date)** Xplore will not accept for registration or recognise for any purpose any transmission application or transfer in respect of Xplore Shares received after 5.00pm on the day on which the Share Scheme Record Date occurs, other than to HUB24 in accordance with this Share Scheme and any subsequent transfer by HUB24 or its successors in title.
- (c) **(Maintenance of Share Register)** For the purpose of determining entitlements to the Share Scheme Consideration, Xplore must maintain the Share Register in accordance with the provisions of this clause until the Share Scheme Consideration has been delivered to the Scheme Shareholders. The Share Register in this form will solely determine entitlements to the Share Scheme Consideration.
- (d) **(No disposal after Share Scheme Record Date)** From the Share Scheme Record Date until registration of HUB24 in respect of all Scheme Shares under clause 4, no Xplore Shareholder may dispose or otherwise deal with Xplore Shares (or purport to do so) in any way except as set out in this Share Scheme and any attempt to do so will have no effect and Xplore shall be entitled to disregard any such disposal or dealing.
- (e) **(Statements of holding from Share Scheme Record Date)** All statements of holding for Xplore Shares will cease to have effect from the Share Scheme Record Date as documents of title in respect of those shares. As from the Share Scheme Record Date, each entry current at that date on the Share Register will cease to have effect except as evidence of entitlement to the Share Scheme Consideration in respect of the Xplore Shares relating to that entry.
- (f) **(Provision of Scheme Shareholder details)** As soon as practicable on or after the Share Scheme Record Date and in any event within one Business Day after the Share Scheme Record Date, Xplore will ensure that details of the names, Registered Addresses and holdings of Xplore Shares for each Scheme Shareholder are available to HUB24 in the form HUB24 reasonably requires.

7. Suspension and delisting

- (a) Xplore will apply to ASX to suspend trading on the ASX in Xplore Shares with effect from the close of trading on the Effective Date.
- (b) On a date after the Implementation Date to be determined by HUB24, and to take effect only after the transfer of the Scheme Shares has been registered in accordance with clause 4.2(b), Xplore will apply:
 - (i) for termination of the official quotation of Xplore Shares on ASX; and
 - (ii) to have itself removed from the official list of ASX.

8. General Share Scheme provisions

8.1 Consent to amendments to this Share Scheme

If the Court proposes to approve this Share Scheme subject to any alterations or conditions:

- (a) Xplore may, by its counsel or solicitors, consent on behalf of all persons concerned to those alterations or conditions to which HUB24 has consented in writing; and
- (b) each Scheme Shareholder agrees to any such alterations or conditions to which counsel for Xplore has consented.



8.2 Binding effect of Share Scheme

This Share Scheme binds Xplore and all Scheme Shareholders (including those who did not attend the Share Scheme Meeting, those who did not vote at that meeting, or voted against this Share Scheme at that meeting) and, to the extent of any inconsistency, overrides the constitution of Xplore.

8.3 Scheme Shareholders' agreements and acknowledgment

Each Scheme Shareholder:

- (a) agrees to the transfer of their Xplore Shares together with all rights and entitlements attaching to those Xplore Shares in accordance with this Share Scheme;
- (b) who holds their Shares in a CHES Holding agrees to the conversion of those Shares to an Issuer Sponsored Holding and irrevocably authorises Xplore to do anything necessary or expedient (whether required by the Settlement Rules or otherwise) to effect or facilitate such conversion;
- (c) agrees to any variation, cancellation or modification of the rights attached to their Xplore Shares constituted by or resulting from this Share Scheme;
- (d) agrees to, on the direction of HUB24, destroy any holding statements or share certificates relating to their Xplore Shares;
- (e) to the extent they are to receive HUB24 Consideration Shares as a component of the Share Scheme Consideration to which they are entitled, agrees to become a shareholder of HUB24, have their name and address entered in HUB24's register of members (and other details as the holding of the relevant Scheme Shares), and to be bound by its constitution; and
- (f) acknowledges and agrees that this Share Scheme binds Xplore and all Scheme Shareholders (including those who did not attend the Share Scheme Meeting or did not vote at that meeting or voted against this Share Scheme at that Share Scheme Meeting).

8.4 Warranties by Scheme Shareholders

- (a) Each Scheme Shareholder is deemed to have warranted to Xplore, in its own right and for the benefit of HUB24, that as at the Implementation Date:
 - (i) all of its Xplore Shares which are transferred to HUB24 under this Share Scheme, including any rights and entitlements attaching to those Xplore Shares, will, at the time of transfer, be free from all mortgages, charges, liens, encumbrances, pledges, security interests (including any "security interests" within the meaning of section 12 of the *Personal Property Securities Act 2009* (Cth)) and interests of third parties of any kind, whether legal or otherwise, and restrictions on transfer of any kind;
 - (ii) all of its Xplore Shares which are transferred to HUB24 under this Share Scheme will, on the date on which they are transferred to HUB24, be fully paid;
 - (iii) it has full power and capacity to transfer its Xplore Shares to HUB24 together with any rights attaching to those shares; and
 - (iv) it has no existing right to be issued any Xplore Shares, options exercisable into Xplore shares, Xplore convertible notes or any other Xplore securities.
- (b) Xplore undertakes that it will provide the warranties in clause 8.4(a) to HUB24 as agent and attorney of each Scheme Shareholder.

8.5 Title to and rights in Scheme Shares

- (a) To the extent permitted by law, the Scheme Shares (including all rights and entitlements attached to Scheme Shares) transferred under this Share Scheme will be transferred free from all mortgages, charges, liens, encumbrances, pledges, security interests (including



any "security interests" within the meaning of section 12 of the *Personal Property Securities Act 2009* (Cth) and interests of third parties of any kind, whether legal or otherwise, and restrictions on transfer of any kind.

- (b) On and from the Implementation Date, subject to the provision of the Share Scheme Consideration to each Scheme Shareholder in the manner contemplated by clauses 5.4(b) and 5.4(c), HUB24 will be beneficially entitled to the Scheme Shares transferred to it under this Share Scheme pending registration by Xplore of HUB24 in the Share Register as the holder of the Scheme Shares.

8.6 Authority given to Xplore

- (a) Scheme Shareholders will be deemed to have authorised Xplore to do and execute all acts, matters, things and documents on the part of each Scheme Shareholder necessary for or incidental to the implementation of this Share Scheme, including executing and delivering, as agent and attorney of each Scheme Shareholder:
 - (i) a share transfer or transfers in relation to Scheme Shares as contemplated by clause 4.2; and
 - (ii) any deed or document required by Xplore or HUB24 that causes each Scheme Shareholder entitled to HUB24 Consideration Shares to be bound by the constitution of HUB24.
- (b) Each Scheme Shareholder, without the need for any further act, irrevocably appoints Xplore and all of its directors, secretaries and officers (jointly and severally) as its attorney and agent for the purpose of:
 - (i) on the Effective Date, enforcing the Share Scheme Deed Poll against HUB24 and Xplore accepts such appointment; and
 - (ii) on the Implementation Date, executing any document necessary to give effect to this Share Scheme including, a proper instrument of transfer of its Scheme Shares for the purposes of section 1071B of the Corporations Act which may be a master transfer of all the Scheme Shares and Xplore accepts such appointment.

8.7 Appointment of sole proxy

Immediately after the provision of the Share Scheme Consideration to each Scheme Shareholder in the manner contemplated by clauses 5.4(b) and 5.4(c) until Xplore registers HUB24 as the holder of all Xplore Shares in the Share Register, each Scheme Shareholder:

- (a) is deemed to have irrevocably appointed HUB24 as its attorney and agent (and directed HUB24 in such capacity) to appoint an officer or agent nominated by HUB24 as its sole proxy and, where applicable, corporate representative to attend shareholders' meetings of Xplore, exercise the votes attaching to the Scheme Shares registered in its name and sign any shareholders' resolution;
- (b) undertakes not to otherwise attend Shareholders' meetings, exercise the votes attaching to Scheme Shares registered in their names or sign or vote on any resolutions (whether in person, by proxy or by corporate representative) other than pursuant to clause 8.7(a);
- (c) must take all other actions in the capacity of a registered holder of Scheme Shares as HUB24 reasonably directs; and
- (d) acknowledges and agrees that in exercising the powers referred to in clause 8.7(a), HUB24 and any officer or agent nominated by HUB24 under clause 8.7(a) may act in the best interests of HUB24 as the intended registered holder of the Scheme Shares.

8.8 Instructions and elections

If not prohibited by law (and including where permitted or facilitated by relief granted by a Regulatory Authority), all instructions, notifications or elections by a Scheme Shareholder to Xplore binding or deemed binding between the Scheme Shareholder and Xplore relating to Xplore or Xplore Shares (including any email addresses, instructions relating to communications from Xplore, whether dividends are to be paid by cheque or into a specific bank account, notices of



meetings or other communications from Xplore) will be deemed from the Implementation Date (except to the extent determined otherwise by HUB24 and in its sole discretion), by reason of this Share Scheme, to be made by the Scheme Shareholder to HUB24, and will be accepted by HUB24 until that instruction, notification or election is revoked or amended in writing addressed to HUB24 at the relevant registry, provided that any such instructions or notifications accepted by HUB24 will apply to and in respect of the issue of HUB24 Consideration Shares as part of the Share Scheme Consideration only to the extent that they are not inconsistent with the other provisions of the Share Scheme.

9. General

9.1 Stamp duty

HUB24 must pay all stamp duty payable in connection with the transfer of the Share Scheme Shares to HUB24 pursuant to this Share Scheme.

9.2 Notices

- (a) If a notice, transfer, transmission application, direction or other communication referred to in this document is sent by post to Xplore, it will not be taken to be received in the ordinary course of post or on a date and time other than the date and time (if any) on which it is actually received at Xplore's registered office or at the office of the Xplore Registry.
- (b) The accidental omission to give notice of the Share Scheme Meeting or the non-receipt of such a notice by any Shareholder may not, unless so ordered by the Court, invalidate the Share Scheme Meeting or the proceedings of the Share Scheme Meeting.

9.3 Further assurances

- (a) Xplore must do anything necessary (including executing agreements and documents) or incidental to give full effect to this Share Scheme and the transactions contemplated by it.
- (b) Each Scheme Shareholder consents to Xplore doing all things necessary or incidental to give full effect to this Share Scheme and the transactions contemplated by it.

9.4 Governing law and jurisdiction

- (a) This Share Scheme is governed by the laws of New South Wales.
- (b) The parties irrevocably submit to the non-exclusive jurisdiction of courts exercising jurisdiction in New South Wales and courts of appeal from them in respect of any proceedings arising out of or in connection with this Share Scheme.

9.5 No liability when acting in good faith

None of HUB24 nor any of its directors, officers, secretaries or employees, will be liable for anything done or omitted to be done in the performance of this Share Scheme or the Share Scheme Deed Poll in good faith.



Annexure B

Option Scheme of Arrangement

Xplore Wealth Limited ABN 34 128 316 441

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Scheme Optionholders

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Option Scheme of Arrangement

Xplore Wealth Limited ABN 34 128 316 441

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Details

This scheme of arrangement is made under section 411 of the *Corporations Act 2001* (Cth).

Between the parties

Xplore Wealth Limited ABN 34 128 316 441 of Suite 1, Level 5, 28 Margaret Street, Sydney, NSW 2000
(**Xplore**)

and

Each Scheme Optionholder



Agreed terms

1. Defined terms & interpretation

1.1 Definitions

In this Option Scheme, unless the context requires otherwise:

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited ACN 008 624 691, or as the context requires or permits, the financial market known as the Australian Securities Exchange operated by it.

Business Day means a day that is not a Saturday, Sunday or a public holiday or bank holiday in Sydney, New South Wales.

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

Court means the Federal Court of Australia or such other court of competent jurisdiction under the Corporations Act agreed in writing between Xplore and HUB24.

Delivery Time means, in relation to the Second Court Date, two hours before the commencement of the hearing or, if the commencement of the hearing is adjourned, two hours before the commencement of the adjourned hearing, of the Court to approve this Option Scheme in accordance with section 411(4)(b) of the Corporations Act.

Effective means the coming into effect under section 411(10) of the Corporations Act of the order of the Court made under section 411(4)(b) of the Corporations Act in relation to this Option Scheme.

Effective Date means the date on which this Option Scheme becomes Effective.

End Date means the 'End Date' determined in accordance with the Scheme Implementation Agreement.

HUB24 means HUB24 Limited ACN 124 891 685.

Implementation Date means the fifth Business Day after the Option Scheme Record Date or such other Business Day after the Option Scheme Record Date agreed to in writing between the relevant parties to the Scheme Implementation Agreement.

Registered Address means, in relation to an Xplore Optionholder, the address shown in the Option Register as at the Option Scheme Record Date.

Regulatory Authority means:

- (a) any government or governmental, semi-governmental, administrative, monetary, fiscal or judicial body, tribunal, agency or entity;
- (b) a minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government; or
- (c) any regulatory organisation established under statute,

in Australia whether federal, state, territorial or local.

Scheme Implementation Agreement means the Scheme Implementation Agreement dated 28 October 2020 between Xplore and HUB24.

Option Register means the register of optionholders of Xplore maintained in accordance with the Corporations Act.

Option Scheme means this scheme of arrangement under Part 5.1 of the Corporations Act between Xplore and the Scheme Optionholders, subject to any alterations or conditions that are:



- (a) agreed to in writing by Xplore and HUB24 and approved by the Court; or
- (b) made or required by the Court under section 411(6) of the Corporations Act and agreed to by Xplore and HUB24.

Option Scheme Consideration means the consideration to be provided to Scheme Optionholders under the terms of this Option Scheme, being the amount set out in Schedule 1 to this Option Scheme.

Option Scheme Deed Poll means the deed poll dated 15 December 2020 executed by Xplore and HUB24 under which HUB24 among other things covenant in favour of the Scheme Optionholders to perform the actions attributed to it respectively under this Option Scheme.

Option Scheme Meeting means the meeting of Xplore Optionholders ordered by the Court to be convened under section 411(1) of the Corporations Act to consider and vote on this Option Scheme and includes any meeting convened following any adjournment or postponement of that meeting.

Option Scheme Record Date means 7.00pm on the second Business Day after the Effective Date or such other time and date agreed to in writing between Xplore and HUB24.

Scheme Options means an Xplore Option on issue as at the Option Scheme Record Date.

Scheme Optionholder means a person who holds one or more Scheme Options.

Second Court Date means the first day on which an application made to the Court for an order under section 411(4)(b) of the Corporations Act approving this Option Scheme is heard or scheduled to be heard or, if the application is adjourned for any reason, means the date on which the adjourned application is heard or scheduled to be heard.

Share Scheme has the meaning given in the Scheme Implementation Agreement.

Trust Account means an Australian dollar denominated trust account operated by Xplore as trustee for the benefit of Scheme Optionholders.

Xplore Option means an option to acquire by way of issue one Xplore Share, which option is not listed for quotation on ASX.

Xplore Optionholder means a person who is registered in the register maintained by Xplore under section 168(1) of the Corporations Act as a holder of one or more Xplore Options.

Xplore Registry means Registry Direct or any replacement provider of option registry services to Xplore.

Xplore Share means an issued fully paid ordinary share in the capital of Xplore.

1.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise.

- (a) The singular includes the plural, and the converse also applies.
- (b) A gender includes all genders.
- (c) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them.
- (e) A reference to a clause or schedule is a reference to a clause of or schedule to this Option Scheme.



- (f) A reference to an **agreement or document** (including a reference to this Option Scheme) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Option Scheme or that other agreement or document, and includes, except to the extent this Option Scheme expressly provides otherwise the recitals, schedules and annexures to that agreement or document.
- (g) A reference to a party to this Option Scheme or an agreement or document includes the party's executors, administrators, successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
- (h) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- (i) A reference to conduct includes an omission, statement or undertaking, whether or not in writing.
- (j) A reference to an agreement includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a document includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind.
- (k) A reference to **dollars or \$** is to Australian currency.
- (l) All references to time are to Sydney, New South Wales time.
- (m) Mentioning anything after *includes, including, for example,* or similar expressions, does not limit what else might be included.
- (n) A word or expression defined in the Corporations Act has the meaning given to it in the Corporations Act.
- (o) A reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity.

1.3 Business Day

Where the day on or by which any act, matter or thing under this Option Scheme is to be done is not a Business Day, that act, matter or thing must be done on or by the next Business Day.

2. Preliminary

2.1 Xplore

- (a) Xplore is a public company limited by shares, registered in New South Wales and admitted to the official list of ASX.
- (b) As at the date of the Scheme Implementation Agreement, 11,066,409 Xplore Options were on issue which are not quoted any financial market and a further 11,506,400 Xplore Options are intended to be issued to Xplore employees and executives after release of the Announcements (as defined in the Scheme Implementation Agreement).

2.2 HUB24

HUB24 is a public company limited by shares, registered in Victoria and admitted to the official list of ASX.

2.3 General

- (a) Xplore and HUB24 have agreed by executing the Scheme Implementation Agreement to implement this Option Scheme subject to the terms and conditions of this Option Scheme.
- (b) This Option Scheme attributes actions to HUB24 but does not itself impose an obligation on it to perform those actions, as HUB24 is not a party to this Option Scheme. HUB24 has agreed, by executing the Option Scheme Deed Poll, to perform the actions attributed to it



under this Option Scheme (including the provision of the Option Scheme Consideration to the Scheme Optionholders subject to the terms and conditions of this Option Scheme).

2.4 Consequence of this Option Scheme becoming Effective

If this Option Scheme becomes Effective:

- (a) HUB24 will provide or procure the provision of the Option Scheme Consideration to Scheme Optionholders in accordance with this Option Scheme; and
- (b) all the Scheme Options, together with all rights and entitlements attaching to the Scheme Options at the Implementation Date, will be cancelled, and Xplore will remove the names of all Scheme Optionholders from the Option Register.

3. Conditions

- (a) This Option Scheme is conditional on, and will have no force or effect until, the satisfaction of each of the following conditions precedent:
 - (i) all the conditions precedent in clause 3.3 of the Scheme Implementation Agreement (other than the condition in clause 3.3(d) of the Scheme Implementation Agreement (Court approval)) having been satisfied or waived in accordance with the terms of the Scheme Implementation Agreement by no later than the Delivery Time on the Second Court Date;
 - (ii) neither the Scheme Implementation Agreement nor the Option Scheme Deed Poll having been terminated in accordance with their terms by no later than the Delivery Time on the Second Court Date;
 - (iii) approval of this Option Scheme by the Court under section 411(4)(b) of the Corporations Act, including with any alterations made or required by the Court under section 411(6) of the Corporations Act as are agreed to in writing by Xplore and HUB24;
 - (iv) such other conditions imposed by the Court under section 411(6) of the Corporations Act, as are agreed to in writing by Xplore and HUB24, having been satisfied; and
 - (v) the orders of the Court made under section 411(4)(b) (and if applicable section 411(6)) of the Corporations Act approving this Option Scheme coming into effect, pursuant to section 411(10) of the Corporations Act, on or before the End Date (or any later date Xplore and HUB24 agree in writing).
- (b) The satisfaction of the conditions referred to in clause 3(a) of this document is a condition precedent to the operation of clauses 4.2 and 5.

4. Implementation

4.1 Lodgement of Court orders

Xplore must lodge with ASIC office copies of any Court orders under section 411(4)(b) (and if applicable section 411(6)) of the Corporations Act approving this Option Scheme as soon as reasonably practicable after the Court approves this Option Scheme and in any event no later than by 5.00pm on the first Business Day after the Court approves this Option Scheme.

4.2 Cancellation of Scheme Options

- (a) On the Implementation Date:
 - (i) subject to the payment by Xplore of the Option Scheme Consideration in the manner contemplated by clause 5.2(b), the Scheme Options, together with all rights and entitlements attaching to the Scheme Options at the Implementation Date, will be cancelled without the need for any further act by any Scheme Optionholder (other than acts performed by Xplore or its officers as agent and



attorney of the Scheme Optionholders under clause 7.6 or otherwise) and each Scheme Optionholder:

- (A) releases Xplore from all liabilities and obligations in relation to those Scheme Options;
- (B) releases and waives any and all rights they may have had (including to be issued Xplore Shares) in relation to those Scheme Options (including under the terms of the relevant Scheme Options); and
- (C) authorises Xplore to update the Option Register recording the cancellation of the Scheme Options.

(b) Under clause 4.2(a), Xplore will ensure the cancellation of the Scheme Options.

5. Option Scheme Consideration

5.1 Amount of Option Scheme Consideration

Each Scheme Optionholder is entitled to receive the Option Scheme Consideration.

5.2 Provision of Option Scheme Consideration

- (a) The obligation of HUB24 to provide the Option Scheme Consideration under this Option Scheme and the Option Scheme Deed Poll will be satisfied by HUB24, no later than the Business Day before the Implementation Date, depositing in cleared funds into the Trust Account an amount equal to the aggregate amount of the Option Scheme Consideration payable to Scheme Optionholders who are entitled to the Option Scheme Consideration under this Option Scheme, such amount to be held by Xplore on trust for the Scheme Optionholders and for the purpose of sending the aggregate amount of the Option Scheme Consideration to the Scheme Optionholders (except that any interest on the amount will be for the account of HUB24).
- (b) On the Implementation Date and subject to funds having been deposited in accordance with clause 5.2(a), Xplore must pay or procure the payment of the Option Scheme Consideration to each Scheme Optionholder who is entitled to the Option Scheme Consideration under this Option Scheme from the Trust Account by doing any of the following at its election:
 - (i) sending (or procuring the Xplore Registry to send) it to the Scheme Optionholder's Registered Address by cheque (in the name of that Scheme Optionholder) in Australian currency drawn out of the Trust Account; or
 - (ii) depositing (or procuring the Xplore Registry to deposit) it into an account with any Australian ADI (as defined in the Corporations Act) notified to Xplore (or the Xplore Registry) by an appropriate authority from the Scheme Optionholder.
- (c) If:
 - (i) a Scheme Optionholder does not have a Registered Address and no account has been notified in accordance with clause 5.2(b)(ii) or a deposit into such an account is rejected or refunded; or
 - (ii) a cheque issued under this clause 5 has been cancelled in accordance with clause 5.6(a),

Xplore as the trustee for the Scheme Optionholders may credit the amount payable to the relevant Scheme Optionholder to a separate bank account of Xplore (**Separate Account**) to be held until the Scheme Optionholder claims the amount or the amount is dealt with under the *Unclaimed Money Act 1995* (NSW). To avoid doubt, if the amount is not credited to a Separate Account, the amount will continue to be held in the Trust Account until the Scheme Optionholder claims the amount or the amount is dealt with under *Unclaimed Money Act 1995* (NSW). Until such time as the amount is dealt with under *Unclaimed Money Act 1995* (NSW), Xplore must hold the amount on trust for the relevant Scheme Optionholder, but any interest or other benefit accruing from the amount will be to the benefit of HUB24. An amount credited to the Separate Account or Trust Account (as



applicable) is to be treated as having been paid to the Scheme Optionholder when credited to the Separate Account or Trust Account (as applicable). Xplore must maintain records of the amounts paid, the people who are entitled to the amount and any transfers of the amounts.

- (d) To the extent that, following satisfaction of Xplore's obligations under clause 5.2(b), there is a surplus in the amount held in the Trust Account, that surplus may be paid by Xplore to HUB24.

5.3 Foreign resident capital gains withholding

- (a) If HUB24 determines, having regard to legal advice, that HUB24 is either:
- (i) required by law to withhold any amount from a payment to a Scheme Optionholder; or
 - (ii) liable to pay an amount to the Commissioner of Taxation under Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) in respect of the cancellation of Scheme Options,
- (either of the above being the **Relevant Amount**),

then HUB24 is entitled to withhold the Relevant Amount before making the payment to the Scheme Optionholder and payment of the reduced amount shall be taken to be full payment of the Relevant Amount for the purposes of this Option Scheme, including clause 5.2

- (b) HUB24 must pay any Relevant Amount so withheld to the relevant taxation authority within the time permitted by law, and, if requested in writing by the relevant Scheme Optionholder, provide a receipt or other appropriate evidence (or procure the provision of such receipt or other evidence) of such payment to the relevant Scheme Optionholder.

5.4 Joint holders

In the case of Scheme Options held in joint names:

- (a) any cheque required to be sent under this Option Scheme will be made payable to the joint holders and sent at the sole discretion of Xplore, either to the holder whose name appears first in the Option Register as at the Option Scheme Record Date or to the joint holders; and
- (b) any other document required to be sent under this Option Scheme, will be forwarded, at the sole discretion of Xplore, either to the holder whose name appears first in the Option Register as at the Option Scheme Record Date or to the joint holders.

5.5 Fractional entitlements

Where the calculation of the Option Scheme Consideration to be provided to a Scheme Optionholders would result in the Scheme Optionholder becoming entitled to a fraction of a cent, that fractional entitlement will be rounded down to the nearest whole cent.

5.6 Unclaimed monies

- (a) Xplore may cancel a cheque sent under this clause 5 if the cheque:
- (i) is returned to Xplore; or
 - (ii) has not been presented for payment within six months after the date on which the cheque was sent.
- (b) During the period of 11 months commencing on the Implementation Date, on request in writing from a Scheme Optionholder to Xplore (or the Xplore Registry) (which request may not be made until the date which is 20 Business Days after the Implementation Date), Xplore must reissue a cheque that was previously cancelled under clause 5.6(a).
- (c) The *Unclaimed Money Act 1995* (NSW) will apply in relation to any Option Scheme Consideration which becomes "unclaimed money" (as defined in section 7 of the *Unclaimed Money Act 1995* (NSW)).



- (d) Any interest or other benefit accruing from unclaimed Option Scheme Consideration will be to the benefit of HUB24.

5.7 Order of a court or Regulatory Authority

If:

- (a) written notice is given to Xplore (or the Xplore Registry) of an order or direction made by a court of competent jurisdiction or by another Regulatory Authority that requires payment to a third party of a sum in respect of Scheme Options held by a particular Scheme Optionholder, which would otherwise be payable to that Scheme Optionholder by Xplore in accordance with this clause 5, then Xplore may procure that payment is made in accordance with that order or direction; or
- (b) written notice is given to Xplore (or the Xplore Registry) of an order or direction made by a court of competent jurisdiction or by another Regulatory Authority that prevents Xplore from making a payment to any particular Scheme Optionholder in accordance with clause 5.2(b), or such payment is otherwise prohibited by applicable law, Xplore may retain an amount equal to the number of Scheme Options held by that Scheme Optionholder multiplied by the applicable Option Scheme Consideration until such time as payment in accordance with this clause 5 is permitted by that order or direction or otherwise by law,

and the payment or retention by Xplore (or the Xplore Registry) will constitute the full discharge of Xplore's obligations under clause 5.2(b) with respect of the amount so paid or retained until, in the case of clause 5.7(b), it is no longer required to be retained.

5.8 Definition of *sending*

For the purposes of clause 5 the expression *sending* means, in relation to each Scheme Optionholder:

- (a) sending by ordinary pre-paid post or courier to the Registered Address of that Scheme Optionholder as at the Option Scheme Record Date; or
- (b) delivery to the Registered Address of that Scheme Optionholder as at the Option Scheme Record Date by any other means at no cost to the recipient.

6. Dealings in Xplore Options

6.1 Determination of Scheme Optionholders

To establish the identity of the Scheme Optionholders, any dealings in Xplore Options (including the exercise of Xplore Options) or other alterations to the Option Register will only be recognised if the notices of exercise, registrable transmission applications or transfers in respect of those dealings are received on or before 5.00pm on the day on which the Option Scheme Record Date occurs at the place where the Option Register is kept and Xplore will not accept for registration, nor recognise for any purpose, any exercise, transfer or transmission application or other request received after such times, or received prior to such times but not in registrable or actionable form, as appropriate.

6.2 Registration as holder of Xplore Shares

Xplore will issue, and register the Optionholder as the holder of, a Xplore Share in respect of any valid exercise of a Xplore Option registered in the name of the Optionholder permitted by clause 6.1 and in accordance with the terms of grant of the Xplore Option, and the Optionholder acknowledges and agrees that, if the Share Scheme becomes Effective and the Optionholder has validly exercised a Xplore Option in accordance with the foregoing, the Optionholder will be bound by the terms of the Share Scheme in respect of each such Xplore Share and, accordingly, each



such Xplore Share will be transferred to HUB24 in accordance with the Share Scheme on the Implementation Date.

6.3 Register

- (a) **(Registration of transfers)** Xplore must register registrable transmission applications or transfers of the kind referred to in clause 6.1 by or as soon as reasonably practicable after the Option Scheme Record Date.
- (b) **(No registration after Option Scheme Record Date)** Xplore will not accept for registration or recognise for any purpose any exercise, transmission application or transfer in respect of Xplore Options received after 5.00pm on the day on which the Option Scheme Record Date occurs.
- (c) **(Maintenance of Option Register)** For the purpose of determining entitlements to the Option Scheme Consideration, Xplore must maintain the Option Register in accordance with the provisions of this clause until the Option Scheme Consideration has been paid to the Scheme Optionholders. The Option Register in this form will solely determine entitlements to the Option Scheme Consideration.
- (d) **(No disposal after Option Scheme Record Date)** From the Option Scheme Record Date, no Xplore Optionholder may dispose or otherwise deal with Xplore Options (or purport to do so) in any way except as set out in this Option Scheme and any attempt to do so will have no effect and Xplore shall be entitled to disregard any such disposal or dealing.
- (e) **(Statements of holding from Option Scheme Record Date)** All statements of holding for Xplore Options will cease to have effect from the Option Scheme Record Date as documents of title in respect of those options. As from the Option Scheme Record Date, each entry current at that date on the Option Register will cease to have effect except as evidence of entitlement to the Option Scheme Consideration in respect of the Xplore Options relating to that entry.
- (f) **(Provision of Scheme Optionholder details)** As soon as practicable on or after the Option Scheme Record Date and in any event within one Business Day after the Option Scheme Record Date, Xplore will ensure that details of the names, Registered Addresses and holdings of Xplore Options for each Scheme Optionholder are available to HUB24 in the form HUB24 reasonably requires.

7. General Scheme provisions

7.1 Consent to amendments to this Option Scheme

If the Court proposes to approve this Option Scheme subject to any alterations or conditions:

- (a) Xplore may, by its counsel or solicitors, consent on behalf of all persons concerned to those alterations or conditions to which HUB24 has consented in writing; and
- (b) each Scheme Optionholder agrees to any such alterations or conditions to which counsel for Xplore has consented.

7.2 Binding effect of Option Scheme

This Option Scheme binds Xplore and all Scheme Optionholders (including those who did not attend the Option Scheme Meeting, those who did not vote at that meeting, or voted against this Option Scheme at that meeting) and, to the extent of any inconsistency, overrides the constitution of Xplore.

7.3 Scheme Optionholders' agreements and acknowledgment

Each Scheme Optionholder:

- (a) agrees to the cancellation of their Xplore Options together with all rights and entitlements attaching to those Xplore Options in accordance with this Option Scheme;



- (b) agrees to, on the direction of HUB24, destroy any holding statements or option certificates relating to their Xplore Options; and
- (c) acknowledges and agrees that this Option Scheme binds Xplore and all Scheme Optionholders (including those who did not attend the Option Scheme Meeting or did not vote at that meeting or voted against this Option Scheme at that Option Scheme Meeting).

7.4 Warranties by Scheme Optionholders

- (a) Each Scheme Optionholder is deemed to have warranted to Xplore, in its own right and for the benefit of HUB24, that as at the Implementation Date:
 - (i) all of its Xplore Options which are cancelled under this Option Scheme, including any rights and entitlements attaching to those Xplore Option, will, at the time of transfer, be free from all mortgages, charges, liens, encumbrances, pledges, security interests (including any "security interests" within the meaning of section 12 of the *Personal Property Securities Act 2009* (Cth)) and interests of third parties of any kind, whether legal or otherwise, and restrictions on transfer of any kind;
 - (ii) it has no existing right to be issued any Xplore Shares, Xplore Options or any other Xplore securities other than the right to be issued Xplore Shares on the exercise of their Xplore Options in accordance with their terms.
- (b) Xplore undertakes that it will provide the warranties in clause 7.4(a) to HUB24 as agent and attorney of each Scheme Optionholder.

7.5 Title to and rights in Scheme Options

To the extent permitted by law, the Scheme Options (including all rights and entitlements attached to Scheme Options) cancelled under this Option Scheme will be transferred free from all mortgages, charges, liens, encumbrances, pledges, security interests (including any "security interests" within the meaning of section 12 of the *Personal Property Securities Act 2009* (Cth)) and interests of third parties of any kind, whether legal or otherwise, and restrictions on transfer of any kind.

7.6 Authority given to Xplore

- (a) Scheme Optionholders will be deemed to have authorised Xplore to do and execute all acts, matters, things and documents on the part of each Scheme Optionholder necessary for or incidental to the implementation of this Option Scheme, including cancellation of the Scheme Options.
- (b) Each Scheme Optionholder, without the need for any further act, irrevocably appoints Xplore and all of its directors, secretaries and officers (jointly and severally) as its attorney and agent for the purpose of:
 - (i) on the Effective Date, enforcing the Option Scheme Deed Poll against HUB24 and Xplore accepts such appointment; and
 - (ii) on the Implementation Date, executing any document necessary to give effect to this Option Scheme including the cancellation of the Scheme Options,and Xplore accepts such appointment.

7.7 Instructions and elections

If not prohibited by law (and including where permitted or facilitated by relief granted by a Regulatory Authority), all instructions, notifications or elections by a Scheme Optionholder to Xplore binding or deemed binding between the Scheme Optionholder and Xplore relating to Xplore or Xplore Options (including any email addresses, instructions relating to communications from Xplore, whether dividends are to be paid by cheque or into a specific bank account, notices of meetings or other communications from Xplore) will be deemed from the Implementation Date (except to the extent determined otherwise by HUB24 and in its sole discretion), by reason of this Option Scheme, to be made by the Scheme Optionholder to HUB24, and will be accepted by HUB24 until that instruction, notification or election is revoked or amended in writing addressed to HUB24 at the relevant registry.



8. General

8.1 Stamp duty

HUB24 must pay all stamp duty payable in connection with the cancellation of the Scheme Options pursuant to this Option Scheme.

8.2 Notices

- (a) If a notice, transfer, transmission application, direction or other communication referred to in this document is sent by post to Xplore, it will not be taken to be received in the ordinary course of post or on a date and time other than the date and time (if any) on which it is actually received at Xplore's registered office or at the office of the Xplore Registry.
- (b) The accidental omission to give notice of the Option Scheme Meeting or the non-receipt of such a notice by any Optionholder may not, unless so ordered by the Court, invalidate the Option Scheme Meeting or the proceedings of the Option Scheme Meeting.

8.3 Further assurances

- (a) Xplore must do anything necessary (including executing agreements and documents) or incidental to give full effect to this Option Scheme and the transactions contemplated by it.
- (b) Each Scheme Optionholder consents to Xplore doing all things necessary or incidental to give full effect to this Option Scheme and the transactions contemplated by it.

8.4 Governing law and jurisdiction

- (a) This Option Scheme is governed by the laws of New South Wales.
- (b) The parties irrevocably submit to the non-exclusive jurisdiction of courts exercising jurisdiction in New South Wales and courts of appeal from them in respect of any proceedings arising out of or in connection with this Option Scheme.

8.5 No liability when acting in good faith

None of HUB24 nor any of its directors, officers, secretaries or employees, will be liable for anything done or omitted to be done in the performance of this Option Scheme or the Option Scheme Deed Poll in good faith.



Schedule 1 – Option Scheme Consideration

Option tranche and number of Xplore Options in the relevant tranche	Expire date of Xplore Options in the relevant tranche	Exercise price of Xplore Options in the relevant tranche	Aggregate Option Scheme Consideration per Xplore Option tranche (A\$)	Option Scheme Consideration per Xplore Option in the relevant tranche (A\$)
2017 ESOP 278,735	15 Sept '21	0.35	\$252	\$0.00090
2019 ESOP 1,506,816	15 Feb '23	0.28	\$10,277	\$0.00682
2020 ESOP 3,021,732	12 Mar '24	0.18	\$62,171	\$0.02057
2021 ESOP 5,821,500	15 Oct '24	0.18	\$133,548	\$0.02209
2017 XSOP 856,666	29 Jan '22	0.35	\$1,576	\$0.00184
2020 XSOP 3,402,100	13 Mar '24	0.18	\$69,995	\$0.02057
2020 XSOP 1,000,000	16 Mar '24	0.25	\$16,481	\$0.01648
2020 XSOP 1,000,000	16 Mar '24	0.30	\$14,224	\$0.01422
2021 XSOP 5,460,000	15 Oct '24	0.18	\$120,596	\$0.02209



Schedule

No: NSD1279/2020

Federal Court of Australia

District Registry: New South Wales

Division: General

Interested Person HUB24 LIMITED