



Wameja Limited ("Wameja")

## Scheme of Arrangement- Second Amendment to SIA

24 May 2021

**Wameja** (LSE: WJA.L & ASX: WJA.AX), a joint venture partner with Mastercard in the HomeSend global payment hub, advises that the Sunset Date for the Scheme of Arrangement ("**Scheme**") proposed under the Scheme Implementation Agreement ("**SIA**") with Burst Acquisition Co. Pty. Ltd, a company controlled by Mastercard ("**Mastercard**"), as announced on 10 September 2020 ("**Announcement**") and amended on 9 April 2021, has been extended to 18 June 2021.

The extension is to provide additional time for the documentation and execution of agreements to resolve the Potential Indemnity Claims as announced on 23 October 2020 and 5 November 2020. Wameja understands from Mastercard that agreement in principle has been reached with all relevant parties to resolve the Potential Indemnity Claims (including any potential for further claims against Wameja under the relevant indemnity granted to Seamless in the sale and purchase agreement for the sale of Wameja's core business to Seamless that completed in July 2019) ("**Claims**"), which remains subject to the execution of a final settlement agreement among all relevant parties. On this basis, Mastercard and Wameja will proceed with the Scheme in accordance with the terms and conditions of the SIA once agreements in respect of the Claims are executed by all relevant parties.

The resolution of the Claims will not impact the Scheme Consideration.

An amendment has also been made to the SIA to reduce the Cash Reserve Requirement by the amount of any future capital contributions made by Wameja to HomeSend. The complete Second Deed of Amendment is attached to this announcement.

Authorised by:

Tom Rowe

Company Secretary

*[trowe@capitalcorporatelaw.com.au](mailto:trowe@capitalcorporatelaw.com.au)*

The information contained within this announcement is deemed by the Company to constitute inside information stipulated under the Market Abuse Regulation (EU) No. 596/2014.

### For further information, please contact:

**Wameja Limited**

John Conoley, Non-Executive Chairman

Tom Rowe, Company Secretary

**finnCap Limited (Nomad and Broker)**

Corporate Finance: Jonny Franklin-Adams / Charlie Beeson

Corporate Broking: Tim Redfern / Richard Chambers

**[www.wameja.com](http://www.wameja.com)**

[investors@wameja.com](mailto:investors@wameja.com)

**[www.finnCap.com](http://www.finnCap.com)**

T: +44 (0) 20 7220 0500

### About Wameja

Wameja and Mastercard are joint venture partners of the HomeSend global payment hub. HomeSend enables cross-border transfer between bank accounts, cards, mobile wallets, or cash outlets from anywhere in the world. As a founding partner in the HomeSend hub, Wameja helped conceive and bring the opportunity to market.

---

## **Second Deed of Amendment**

**Wameja Limited (ACN 052 947 743)**

**Burst Acquisition Co. Pty. Ltd (ACN 644 142  
834)**

---

## Table of contents

---

<b>1.</b>	<b>Definitions and Interpretation</b>	<b>1</b>
<b>2.</b>	<b>Amendment to SIA</b>	<b>1</b>
<b>3.</b>	<b>Notices</b>	<b>2</b>
<b>4.</b>	<b>General provisions</b>	<b>2</b>

**Title**                    **Second Deed of Amendment**

**Date**                    23 May                    2021

**Parties**                **Wameja Limited** (ACN 052 947 743) of Level 2, Pier 8/9 23 Hickson Road Millers Point NSW 2000 (**Target**); and

**Burst Acquisition Co. Pty. Ltd** (ACN 644 142 834) of 72 Christie Street, St Leonards, Australia NSW 2065 (**Bidder**),

                              (together the **Parties** and each a **Party**)

---

## Recitals

- A        The Bidder wishes to acquire all of the fully paid ordinary shares of Target by means of a scheme of arrangement under Part 5.1 of the Corporations Act.
- B        The Parties entered into a scheme implementation agreement on 10 September 2020 relating to the proposed implementation of the Scheme and subsequently entered into a deed of amendment and waiver on 8 April 2021 amending the scheme implementation agreement (collectively, the **SIA**).
- C        The Parties wish to amend the terms of the SIA in the manner set out in this Deed.

## Operative provisions

---

### 1. Definitions and Interpretation

Unless the subject or context otherwise requires, all words and expressions defined in the SIA have the same meaning in this Deed.

---

### 2. Amendment to SIA

2.1 On and with effect from the date of this deed:

- (a) the definition of "Sunset Date" in the SIA is amended by inserting the following underlined words and deleting the words struck through:

*Sunset Date means:*

- (a) ~~24 May 2021~~ 18 June 2021, 5.00 pm (Sydney time); or
- (b) *if prior to the time and date set out in paragraph (a) above, Bidder delivers written notice to the Target stating its intention to continue with the implementation of the Scheme in accordance with the terms of this Agreement, 30 September 2021, 5.00 pm (Sydney time); or*
- (c) *if clause 6.4 applies, 5.00 pm (Sydney time) on the date that is three months after the date set out in paragraph (a) or (b) above (as applicable) (or any earlier date agreed between Target and Bidder in accordance with clause 6.4(b)); or*
- (d) *such other date and time agreed in writing between Target and Bidder.*

- (b) the definition of "Cash Reserve Requirement" in clause 1.1 of the SIA is amended by inserting the following underlined words:

*Cash Reserve Requirement means €1.5 million, less the amount of any capital contribution by Target to HomeSend made between 24 May 2021 and prior to 8.00am on the Second Court Date.*

- (c) clause 8.1A of the SIA is amended by inserting the following underlined words and deleting the words struck through:

***Termination for Convenience***

*Without prejudice to any other rights of termination under this Agreement, the Bidder may in its sole discretion terminate for convenience this Agreement at any time up to 5.00pm (Sydney time) on ~~24 May 2021~~ 18 June 2021 by giving written notice to the Target.*

- 2.2 On and with effect from the date of this Deed, the definition of Sunset Date, in clause 1.1 of the Scheme set out in Annexure 5 of the SIA is amended by inserting the underlined words and deleting the words struck through:

***Sunset Date means:***

- (a) ~~24 May 2021~~ 18 June 2021, 5.00 pm (Sydney time); or
- (b) *if prior to the time and date set out in paragraph (a) above, Bidder delivers written notice to the Target stating its intention to continue with the implementation of the Scheme in accordance with the terms of the Scheme Implementation Agreement, 30 September 2021, 5.00 pm (Sydney time); or*
- (c) *if clause 6.4 of the Scheme Implementation Agreement applies, 5.00 pm (Sydney time) on the date that is three months after the date set out in paragraph (a) or (b) above (as applicable) (or any earlier date agreed between Target and Bidder in accordance with clause 6.4(b) of the Scheme Implementation Agreement); or*
- (d) *such other date and time as agreed in writing between Target and Bidder.*

**Effects of amendments**

- 2.3 Each Party is bound by the SIA as amended by this Deed.
- 2.4 Except as amended by clause 2.1 - 2.2, the SIA continues in full force and effect.

---

**3. Notices**

- 3.1 Clause 16 (notices) of the SIA is taken to be incorporated into this Deed and applies *mutatis mutandis* to this Deed as if its provisions were set out in full in this Deed.

---

**4. General provisions**

**Costs**

- 4.1 Each party must pay its own costs in respect of this Deed and the documents and transactions contemplated by this Deed.

## **Counterparts**

4.2 This Deed may be signed in counterparts and all counterparts taken together constitute one document.

## **Governing law and jurisdiction**

4.3 This Deed is governed by the laws of New South Wales, Australia.

4.4 Each party irrevocably and unconditionally:

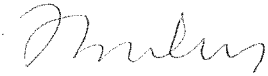
- (a) submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia;  
and
- (b) waives, without limitation, any claim or objection based on absence of jurisdiction or inconvenient forum.

## Execution

Executed and delivered as a deed.

**Signed, sealed and delivered by  
Wameja Limited**

in accordance with section 127 of the  
*Corporations Act 2001* by a director and  
secretary/director:




---

Signature of director

**John Conoley**

---

Name of director (please print)



---

Signature of director/secretary

**Tom Rowe**

---

Name of director/secretary (please print)

**Signed, sealed and delivered by  
Burst Acquisition Co. Pty. Ltd.**  
in accordance with section 127 of the  
*Corporations Act 2001* by a director and  
secretary/director:

\_\_\_\_\_  
Signature of director

*Stephen Grainger*  
\_\_\_\_\_  
Stephen Grainger (May 21, 2021 14:34 GMT+1)

\_\_\_\_\_  
Stephen Grainger

\_\_\_\_\_  
Signature of director

*Scarlet Pereira*  
\_\_\_\_\_  
Scarlet Pereira (May 21, 2021 09:19 EDT)

\_\_\_\_\_  
Scarlet Pereira