



Wameja Limited ("Wameja")

## Scheme of Arrangement- Third Amendment to SIA

18 June 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 and 24 May 2021, has been extended to 2 July 2021.

The extension is to provide additional time for the execution of an agreement to resolve the Potential Indemnity Claims as announced on 23 October 2020 and 5 November 2020 (including any potential for further claims against Wameja under the relevant indemnity granted to Seamless Distribution Systems AB ("**Seamless**") in the sale and purchase agreement for the sale of Wameja's core business to Seamless that completed in July 2019) ("**Settlement Agreement**"). The Settlement Agreement has been executed by Wameja, Mastercard and the third party provider of intellectual property relevant to the indemnity. Wameja and Mastercard are awaiting the execution of the Settlement Agreement by Seamless and its relevant subsidiaries.

On this basis, Mastercard and Wameja will proceed with the Scheme in accordance with the terms and conditions of the SIA once the Settlement Agreement is executed by Seamless.

The terms of the Settlement Agreement do not impact the Scheme Consideration and it does not require any settlement payment by Wameja.

The complete Deed of Amendment is attached to this announcement.

Authorised by:

Tom Rowe

Company Secretary

*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:

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Tom Rowe, Company Secretary

**finnCap Limited (Nomad and Broker)**

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### 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.

## **Third Deed of Amendment**

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

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

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<b>Title</b>	<b>Third Deed of Amendment</b>
<b>Date</b>	18 June 2021
<b>Parties</b>	<p><b>Wameja Limited</b> (ACN 052 947 743) of Level 2, Pier 8/9 23 Hickson Road Millers Point NSW 2000 (<b>Target</b>); and</p> <p><b>Burst Acquisition Co. Pty. Ltd</b> (ACN 644 142 834) of 72 Christie Street, St Leonards, Australia NSW 2065 (<b>Bidder</b>),</p> <p>(together the <b>Parties</b> and each a <b>Party</b>)</p>

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## 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 and a second deed of amendment on 23 May 2021 each of which amended 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

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### 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.

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### 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) ~~18 June 2021~~, 2 July 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) 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 ~~18 June 2021~~ 2 July 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) ~~18 June 2021~~, 2 July 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.

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**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.

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**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.

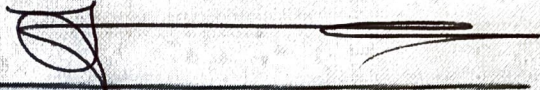
Signed, sealed and delivered by  
**Wameja Limited**  
in accordance with section 127 of the  
*Corporations Act 2001* by a director and  
secretary/director:



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

**STEPHEN JOHN BALDWIN**

\_\_\_\_\_  
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:

  
Scarlet Pereira (Jun 17, 2021 08:19 EDT)

Signature of director

**Scarlet Pereira**

Name of director (please print)

  
Stephen Grainger (Jun 17, 2021 13:06 GMT+1)

Signature of secretary OR director

**Stephen Grainger**

Name of secretary OR director (please print)