

Form 603

Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme IntelliHR Limited (ASX: IHR)

ACN/ARSN 600 548 516

1. Details of substantial holder (1)

Name Humanforce Holdings Pty Ltd (ACN 618 020 401) (**Humanforce**) on behalf of itself and each of its associates identified in section 6 of this notice.

ACN/ARSN (if applicable) N/A

The holder became a substantial holder on 30 January 2023

2. Details of voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Persons' votes (5)	Voting power (6)
Fully paid ordinary shares in IHR (Shares)	51,024,576 Shares	51,024,576	15.01%

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Humanforce	Relevant interest under section 608(2)(b) of the Corporations Act arising from the power to control the exercise of a right to vote or dispose of securities pursuant to an agreement (see note below).	51,024,576 Shares

Note: On 30 January 2023, Humanforce entered into a voting and acceptance deed with Colinton Capital Partners Fund I (A) Pty Ltd as trustee for Colinton Capital Partners Fund I (A) (**CCP**) and Colinton Capital Pty Ltd (ACN 156 276 425) (**Colinton Capital**) in respect of 51,024,576 Shares (**Deed**). A copy of the Deed is included as **Annexure A**.

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Humanforce	Morgans Financial Limited	Morgans Financial Limited	48,879,120 Shares
	Colinton Capital	Colinton Capital	2,145,456 Shares

5. Consideration

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

6. Associates

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

Name and ACN/ARSN (if applicable)	Nature of association
Each of the entities listed in Annexure B (Humanforce Group)	Pursuant to section 12(2)(a) of the <i>Corporations Act 2001</i> (Cth) (Corporations Act), the entities are an associate of Humanforce as they are entities that control Humanforce.
CCP	Pursuant to the Deed and section 12(2)(b) of the <i>Corporations Act</i> . CCP is an associate of Humanforce.
Colinton Capital	Pursuant to the Deed and section 12(2)(b) of the <i>Corporations Act</i> , Colinton is an associate of Humanforce.

7. Addresses

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

Name	Address
Humanforce	Level 14/90 Arthur St, North Sydney NSW 2060
Each member of the Humanforce Group	Level 14/90 Arthur St, North Sydney NSW 2060 or 2180 Sand Hill Rd # 300, Menlo Park, CA 94025, United States
CCP	Suite 2, Level 6, 7 Macquarie Place, Sydney NSW 2000
Colinton Capital	Suite 2, Level 6, 7 Macquarie Place, Sydney NSW 2000

Signature

print name David Puffini capacity Director

sign here  Date 01/02/2023

DIRECTIONS

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

See the definition of "relevant agreement" in section 9 of the *Corporations Act 2001*.
- (8) If the substantial holder is unable to determine the identity of the person (eg. If the relevant interest arises because of an option) write "unknown".
- (9) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

This is Annexure A of 17 pages (including this page) referred to in the Form 603 ('Notice of initial substantial holder') signed by me and dated 01/02/23



.....
Signature

David Pullini

.....
Name

The parties listed in Schedule 1

Humanforce Holdings Pty Ltd

Voting and Acceptance Deed

JOHNSON | WINTER | SLATTERY

Quay Quarter Tower (QQT)
Level 14, 50 Bridge Street
SYDNEY NSW 2000
T +61 2 8274 9555 | F +61 2 8274 9500
www.jws.com.au

Liability limited by a scheme approved under Professional Standards Legislation

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Voting and Acceptance Deed

Date 30 January 2023

Parties

- 1 **The parties listed in Schedule 1 (each a Shareholder)**
- 2 **Humanforce Holdings Pty Ltd (ACN 618 020 401) (Humanforce)**
Address: Level 14, 90 Arthur Street, North Sydney NSW 2060

Recitals

- A The Shareholders have a Relevant Interest in the Colinton Shares.
- B The Shareholders have agreed to vote in favour of a Scheme proposed by the Company subject to the terms of this document.

Operative part

1 Definitions and interpretation

1.1 Definitions

In this document, unless the context otherwise requires:

Associate has the meaning set out in section 12 of the Corporations Act.

ASX means the Australian Securities Exchange trading as ASX Limited (ABN 98 008 624 691) or the stock exchange operated by it (as the context requires).

Authorisation means any authorisation, consent, approval, registration, filing, agreement, notice of non-objection, notarisation, certificate, licence, permit, authority or exemption from, by or with a Government Agency.

Bidder means Humanforce, or a Related Entity of Humanforce nominated to acquire 100% of the Shares.

Business Day means a day, other than a Saturday, Sunday or public holiday, on which banks are open for business in Sydney, Australia.

CCP means Colinton Capital Partners Fund I (A) Pty Ltd as trustee for Colinton Capital Partners Fund I (A).

CCP Shares means 48,879,120 Shares.

Colinton Capital means Colinton Capital Pty Ltd (ACN 156 276 425).

Colinton Capital Shares means 2,145,456 Shares.

Colinton Shares means the aggregate of the CCP Shares plus the Colinton Capital Shares, being 51,024,576 Shares.

Company means IntelliHR Limited (ACN 600 548 516) (ASX:IHR).

Company Group means the Company and its subsidiaries.

Competing Proposal means a transaction or arrangement, or any proposal, offer or expression of interest in relation to a transaction or arrangement:

- (a) pursuant to which a Third Party will, if the transaction or arrangement is entered into or completed:
 - (i) acquire (whether directly or indirectly) or become the holder of a legal, beneficial or economic interest in, all or a substantial part of the business or assets of the Company Group taken as a whole;
 - (ii) acquire a relevant interest in, or otherwise acquire or have a right to acquire a legal, beneficial or economic interest in, 20% or more of the shares or other securities of the Company or any other member of the Company Group; or
 - (iii) acquire control of the Company or any other member of the Company Group within the meaning of section 50AA of the Corporations Act or otherwise acquire or merge with any member of the Company Group; or
- (b) which would cause the Company or the Bidder not to proceed with the Scheme or as a result of which the Scheme otherwise would not proceed,

whether by way of takeover bid, scheme of arrangement, shareholder approved transaction, capital reduction or buy-back, sale or purchase of shares or assets, joint venture, dual-listed company structure (or other synthetic merger), or other transaction or arrangement.

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

Court means the Supreme Court of Queensland or such other court of competent jurisdiction as the Company and the Bidder agree in writing.

Deal means:

- (a) sell, assign, transfer, declare a trust over or otherwise dispose of;
- (b) agree or offer to sell, assign, transfer or otherwise dispose of;
- (c) enter into any option which, if exercised, enables or requires the person to sell, assign, transfer, declare a trust over or otherwise dispose of;
- (d) create or agree or offer to create or permit to be created any interest or Encumbrance; or
- (e) enter into any relevant agreement, or take any action, that gives rise to any Third Party acquiring any Relevant Interest.

Encumbrance means a mortgage, charge, pledge, lien, hypothecation or third party interest of any kind whatever, or an agreement to create any of them or to allow any of them to exist.

End Date:

- (a) means 30 June 2023; or
- (b) such other date agreed between the parties.

Government Agency means each of the following in Australia:

- (a) a government (whether district, county, federal, provincial, municipal, state, territorial or local);

- (b) a governmental, semi-governmental, administrative or judicial entity, agency or authority including a department, office or minister of a government acting in that capacity;
- (c) a regulatory or self-regulatory entity, agency or organisation established under statute;
- (d) a securities exchange; or
- (e) any other taxing or other authority competent to impose, administer or collect any tax.

Law include any law or legal requirement, including at common law, in equity, under any statute, regulation or by-law, any condition of any Authorisation, and any decision, directive, guidance, guideline or requirements of any Government Agency.

Loss means any claim, demand, damage, loss, cost, expense or liability.

Related Bodies Corporate has the meaning set out in section 50 of the Corporations Act.

Related Entity of a party means another entity which is:

- (a) a Related Body Corporate of the first entity;
- (b) in any consolidated entity (as defined in section 9 of the Corporations Act) which contains the first entity;
- (c) any trust of which the first entity or an entity described in paragraph (a) or (b) above is a trustee.

Relevant Interest has the meaning given to that term in sections 608 and 609 of the Corporations Act.

Scheme means a scheme of arrangement under Part 5.1 of the Corporations Act pursuant to which the Bidder will acquire 100% of the Shares.

Share means an ordinary share in the capital of the Company.

SID means the Scheme Implementation Deed dated on or about 30 January 2023 between the Company and Humanforce in relation to implementation of the Scheme.

Superior Proposal means a bona fide, written Competing Proposal which is received by the Company and which the board of the Company determines, acting in good faith and in order to satisfy what the board of the Company considers to be its fiduciary or statutory duties (after having obtained written advice from the Company's external legal adviser and financial advisers):

- (a) is reasonably capable of being valued and implemented taking into account all aspects of the Competing Proposal, including its conditions, the identity, reputation and financial condition of the person making such proposal, and all other relevant legal, regulatory and financial matters; and
- (b) would, if completed in accordance with its terms, be more favourable to the Company's shareholders than the latest proposal provided by the Bidder or any of its Related Entities, taking into account all aspects of the Competing Proposal and the latest proposal provided by the Bidder or its Related Entity to the Company, including the identity, reputation and financial condition of the person making such proposal, legal, regulatory and financial matters, certainty and any other matters

affecting the probability of the relevant proposal being completed in accordance with its terms.

Third Party means a person other than the Shareholders, the Bidder or their respective Related Bodies Corporate, Related Entities or Associates.

1.2 Interpretation

In this document, unless provided otherwise:

- (a) a reference to:
 - (i) the singular includes the plural and vice versa;
 - (ii) a gender includes all genders;
 - (iii) a person includes an individual, corporation or other body corporate, partnership, trust, joint venture, unincorporated body, government agency or other entity, whether or not it comprises a separate legal entity;
 - (iv) a clause, schedule or annexure is a reference to a clause, schedule or annexure of this document;
 - (v) this document includes any schedule or annexure to it;
 - (vi) a party includes that party's successors, permitted substitutes and permitted assigns;
 - (vii) dollars or \$ is a reference to Australian dollars;
 - (viii) this document or another document includes that document as amended, supplemented, novated or replaced from time to time;
 - (ix) legislation or a provision of legislation includes all regulations, orders or instruments issued under that legislation or provision and any modification, consolidation, amendment, re-enactment, replacement or codification of it;
 - (x) subsidiary, holding company, related body corporate or relative has the same meaning as in the Corporations Act;
 - (xi) a day, month, quarter or year means a calendar day, calendar month, calendar quarter or calendar year respectively;
 - (xii) time is to the time in Sydney, New South Wales; and
 - (xiii) writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible or tangible form (and includes communication by email);
- (b) where a word or expression is defined or given meaning, another grammatical form has a corresponding meaning;
- (c) any recital, heading or table of contents is for convenience only and does not affect the interpretation of this document;
- (d) a provision of this document must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this document or the inclusion of the provision in this document;

- (e) where an act would be required to be done, or a time limit or period would expire, on a day which is not a Business Day, the act must be done, or the limit or period will expire, on the following Business Day;
- (f) if a period of time is specified from or after a given day, the period is to be calculated exclusive of that day;
- (g) any phrase introduced by the terms “**including**”, “**include**”, “**in particular**” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (h) references to “the parties” are to the parties to this document and include their respective permitted successors in title and permitted assignees.

2 Dealing in Colinton Shares

The Shareholders must not Deal in the Colinton Shares, except as expressly permitted by clause 3.

3 Voting and conduct

3.1 *Obligation to vote in favour of Scheme*

Subject to there being no Superior Proposal that remains a Superior Proposal after giving effect to any matching rights available to the Bidder under the SID, the Shareholders irrevocably undertake that they will, or will procure, that:

- (a) all of the Colinton Shares are voted (whether in person or by proxy) in favour of the Scheme, and will not revoke or vary such vote; and
- (b) the holders of the Colinton Shares reject, or vote against (as applicable) any Competing Proposal.

3.2 *Other conduct*

The Shareholders undertake that they will not, and will procure that their Related Bodies Corporate, Related Entities and Associates do not:

- (a) Deal in the Colinton Shares, except pursuant to the implementation of the Scheme;
- (b) acquire any Shares (or any interest in them);
- (c) without the prior written consent of Humanforce, requisition or join in the requisition of any general or class meeting of the Company (nor permit any of its subsidiaries or Related Bodies Corporate to do so);
- (d) take any action or make any statement which is or may be prejudicial to the success of the Scheme; or
- (e) enter into any discussions or negotiations relating to any of the matters contemplated in clauses 3.2(a), 3.2(b), 3.2(c) or 3.2(d).

3.3 **Public statements**

Each Shareholder consents to the Company including in any public announcement or other document issued by the Company in connection with the Scheme, a statement, attributed to it, to the effect that, subject to no Superior Proposal arising, it:

- (a) will, or will procure, that all of the Colinton Shares are voted in favour of the Scheme; and
- (b) will not, and will procure that any entity holding the Colinton Shares on its behalf does not, Deal, or agree to Deal, in the Colinton Shares, except pursuant to the implementation of the Scheme.

4 **Representations and warranties**

4.1 **Representations and warranties**

Humanforce represents and warrants to each Shareholder, and each Shareholder represents and warrants to Humanforce, that:

- (a) **(incorporation and existence)** it has been incorporated as a company limited by shares in accordance with the laws of its place of incorporation, is validly existing under those laws and has power and authority to carry on its business as it is now being conducted;
- (b) **(power)** it has power to enter into this document and comply with its obligations under it;
- (c) **(no contravention or exceeding power)** this document and the transactions under it which involve it do not contravene its constituent documents (if any) or any Law or obligation by which it is bound or to which any of its assets are subject or cause a limitation on its powers (or, to the extent applicable, the powers of its directors) to be exceeded;
- (d) **(authorisations)** it has in full force and effect the authorisations necessary for it to enter into this document, to comply with its obligations and exercise its rights under it, and allow it to be enforced;
- (e) **(validity of obligations)** its obligations under this document are valid and binding and are enforceable against it in accordance with its terms;
- (f) **(solvency)** there are no reasonable grounds to suspect that it is unable to pay its debts as and when they become due and payable;
- (g) **(no steps to wind up)** no meeting has been convened or resolution proposed or petition presented and no order has been made for its winding up;
- (h) **(no agreement with creditors)** no voluntary arrangement has been proposed or reached with any of its creditors; and
- (i) **(litigation)** there is no pending or threatened proceeding affecting it or any of its assets before a court, governmental agency, commission or arbitrator except those in which a decision against it (either alone or together with other decisions) would be insignificant.

4.2 Representations and warranties from the Shareholders

- (a) CCP represents and warrants to Humanforce that:
 - (i) **(title)** Morgans Financial Limited is the registered owner of the CCP Shares, for and on behalf of CCP;
 - (ii) **(no Encumbrances)** there are no Encumbrances over or affecting the CCP Shares; and
 - (iii) **(fully paid)** the CCP Shares are fully paid.
- (b) Colinton Capital represents and warrants to Humanforce that:
 - (i) **(title)** it is the registered and beneficial owner of the Colinton Capital Shares;
 - (ii) **(no Encumbrances)** there are no Encumbrances over or affecting the Colinton Capital Shares; and
 - (iii) **(fully paid)** the Colinton Capital Shares are fully paid.

4.3 Continuation of representations and warranties

The representations and warranties in clause 4 are taken to be made on:

- (a) the date of this document; and
- (b) the record date for voting in respect of any Scheme that the Shareholders are required to vote in favour of under clause 3.1.

4.4 Survival of warranties

The representations and warranties in this clause 4 survive the execution of this document.

4.5 Reliance

Each party acknowledges that the other party has entered into this document and agreed to take part in the transactions that it contemplates in reliance on the warranties made or repeated in this clause.

5 Termination

5.1 Termination

This document:

- (a) automatically terminates on the earlier of the following to occur:
 - (i) the SID terminates; or
 - (ii) Court approval for the Scheme has not been granted by the End Date; and
- (b) may be terminated by Humanforce at any time by written notice to the Shareholders.

5.2 Survival

Clauses 1, 6, 7, 8 and 9 survive termination or expiry of this document as do any other clauses that are by their nature intended to survive the termination or expiry of this document.

6 Notices

6.1 General

A notice, demand, certification, process or other communication (**Notice**) relating to this document must be in writing in English and may be given by an agent of the sender.

6.2 How to give a Notice

In addition to any other lawful means, a Notice may be given by being:

- (a) personally delivered;
- (b) left at the party's current delivery address for notices;
- (c) sent to the party's current postal address for notices by pre-paid ordinary mail or, if the address is outside Australia, by pre-paid airmail; or
- (d) attached to an email that states that the attachment is a communication under this document.

6.3 Particulars for delivery of Notices

- (a) The particulars for delivery of Notices are, as at the date of this document are as previously disclosed by the parties.
- (b) Each party may change its particulars for delivery of Notices by Notice to each other party.

6.4 Notices by post

Subject to clause 6.7, a Notice is given if posted:

- (a) within Australia to an Australian postal address, five Business Days after posting; or
- (b) outside of Australia to an Australian postal address, outside of Australia to an address outside of Australia or within Australia an address outside of Australia, 10 Business Days after posting.

6.5 Notices by email

Subject to clause 6.7, a Notice is given if sent by email and the sender does not receive an email receipt or other confirmation from the recipient to the sender which indicates that the email was not received at the email address of the recipient.

6.6 Process service

Any process or other document relating to litigation, administrative or arbitral proceedings in relation to this document may be served by any method contemplated by this clause 6 or in accordance with any applicable Law.

6.7 After hours Notices

If a Notice is given:

- (a) after 5:00pm in the place of receipt; or
- (b) on a day which is a Saturday, Sunday or bank or public holiday in the place of receipt,

it is taken to have been given at 9:00am on the next day which is not a Saturday, Sunday or bank or public holiday in that place.

7 Governing law and jurisdiction

This document is governed by the laws of Queensland. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of, and Commonwealth courts having jurisdiction in that place and waives any right to object to proceedings being brought in those courts on the basis that proceedings have been brought in an inconvenient forum.

8 General

8.1 *Entire agreement*

This document embodies the entire agreement between the parties in respect of its subject matter.

8.2 *Variation*

This document can only be varied by a document signed by all of the parties.

8.3 *Further acts*

Each party must, at its own expense, do all things (including the execution and delivery of documents) required by Law or reasonably requested by another party to give effect to this document and the transactions contemplated by it.

8.4 *No assignment*

A party cannot assign or otherwise deal with its rights under this document without the consent of each other party.

8.5 *Waiver and exercise of rights*

- (a) A single or partial exercise or waiver of a right relating to this document does not prevent any other exercise of that right or the exercise of any other right.
- (b) No party will be liable for any Loss or expenses incurred by another party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

8.6 *No merger*

The warranties and undertakings in this document do not merge on completion of any transaction under or contemplated by this document.

8.7 *Severance*

If a provision of this document would, but for this clause 8.7, be void, unenforceable or illegal in a jurisdiction:

- (a) the provision is read down to the extent necessary to avoid that result; and
- (b) if the provision cannot be read down, to that extent, it is severed in that jurisdiction,

without affecting the validity and enforceability of that provision in any other jurisdiction or any other provisions of this document. This clause 8.7 has no effect if its operation alters the basic nature of this document or is contrary to public policy.

8.8 Clauses benefiting third parties

If a provision of this document is expressed to be for the benefit of a person that is not a party to this document, the party to this document that receives that promise (the **promisee**):

- (a) does so not only in its own capacity but also as trustee for that third party;
- (b) must permit that third party to enforce the provision in the promisee's name on giving full indemnity and any reasonable security the promisee requires; and
- (c) assumes no other duty or liability whatever to the third party such as to inform the third party of anything, to supervise, to monitor or to claim anything.

8.9 Remedies cumulative

The rights and remedies provided in this document are in addition to other rights and remedies given by Law independently of this document, unless this document expressly provides otherwise.

8.10 Accrued rights

Termination or expiry of this document for any reason does not affect the accrued rights of the parties under it.

8.11 Costs and expenses

- (a) Unless otherwise provided for in this document, each party must bear its own costs in relation to the negotiation, preparation, execution and performance of this document and any further document required in connection with it.
- (b) Any action to be taken by a party in performing their obligations under this document must be taken at its own cost and expense unless otherwise provided in this document.

8.12 Publicity

Except as contemplated by this document, a party may not make press or other announcements or releases (not including any substantial holder notice) relating to this document and the transactions the subject of this document without the approval of the other parties to the form and manner of the announcement or release unless that announcement or release is required to be made by law or by a stock exchange.

8.13 Disclosure

The Shareholders consent to the Bidder attaching a copy of this document to any substantial holding notice required to be filed with ASX under Part 6C.1 of the Corporations Act.

8.14 Damages

The Shareholders acknowledge that monetary damages alone would not be adequate compensation to the Bidder for breach by a Shareholder of clause 2 or clause 3 and that the Bidder is entitled to seek an injunction from a court of competent jurisdiction if:

- (a) a Shareholder fails to comply or threatens to fail to comply with clauses 2 or 3; or
- (b) the Bidder has reason to believe that a Shareholder will not comply with clauses 2 or 3.

9 Counterparts and execution

This document may be executed in counterparts which together constitute one instrument but is not effective until each party has executed at least one counterpart and the counterparts have been exchanged. Each party consents to the exchange of counterparts by email or other electronic means.

Schedule 1 – Shareholders

1. Colinton Capital Partners Fund I (A) Pty Ltd as trustee for Colinton Capital Partners Fund I (A)

Address: Suite 2, Level 6, 7 Macquarie Place, Sydney NSW 2000

2. Colinton Capital Pty Ltd (ACN 156 276 425)

Address: Suite 2, Level 6, 7 Macquarie Place, Sydney NSW 2000

Execution

EXECUTED as a deed

Shareholders

Executed by Colinton Capital Partners Fund I (A) Pty Ltd as trustee for **Colinton Capital Partners Fund I (A)** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



Sole director and sole secretary signature



Full name
(BLOCK LETTERS)

Executed by Colinton Capital Pty Ltd in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



Sole director and sole secretary signature




Full name
(BLOCK LETTERS)

JOHNSON | WINTER | SLATTERY

Voting and Acceptance Deed


Executed by Humanforce Holdings Pty Ltd
in accordance with section 127 of the
Corporations Act 2001 (Cth) by:

DocuSigned by:

39E7DE52D8AE483...

Director signature

Joseph Porten

Director full name
(BLOCK LETTERS)

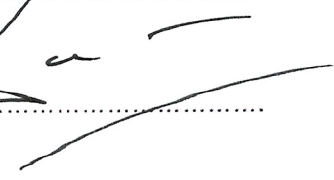
DocuSigned by:

50172F2828BC48E...

Director/Secretary signature

David Pullini

Director/Secretary full name
(BLOCK LETTERS)

This is Annexure B of 1 page (including this page) referred to in the Form 603 ('Notice of initial substantial holder') signed by me and dated 01/02/23


.....
Signature

David Pullini

.....
Name

Humanforce Group

No.	Entity	Country of Incorporation
1.	HF Dundee Purchaser Pty Ltd (ACN 657 308 346)	Australia
2.	HF Dundee Parent Pty Ltd (ACN 657 304 231)	Australia
3.	Accel-KKR Growth Capital Partners IV LP	United States
4.	Accel-KKR Growth Capital Partners, II LP	United States
5.	Accel-KKR Growth Capital Partners II Strategic Fund, LP	United States
6.	Accel-KKR Members Fund, LLC	United States
7.	KKR-AKI Investors, LLC	United States