

Story-i Limited  
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247 Oxford Street  
Leederville WA 6007

ASX Release  
16 March 2023

ASX Code: SRY

## Corporate Update – Managing Director Appointment, Reinstatement Update and Corporate Adviser Engaged

Story-i Limited (ASX:SRY) (Story-i or the Company) is pleased to announce that it:

- has appointed Mr Michael Chan, previously Executive Director of the Company, as Managing Director of the Company effective immediately;
- is preparing to lodge a full form prospectus in satisfaction of a condition to reinstatement of the Company's shares to trading on ASX; and
- has engaged EverBlu Capital Corporate Pty Ltd (**EverBlu**) to provide corporate advisory services.

### Managing Director Appointment

The Company is pleased to announce Mr Michael Chan's transition to Managing Director of the Company.

Mr Michael Chan is the founder of the Company. Starting with one store in mid-2010, he has built up the Company to its current network of 26 stores in over 9 cities in Indonesia. His primary responsibility is working with the management team to expand the store network in Indonesia and development of the educational market in Indonesia.

Mr Chan has over 22 years of business experience and has held various management positions in companies within the telecommunications and IT industry in Malaysia and Indonesia.

The material terms of Mr Chan's executive service agreement with the Company (**Agreement**) are provided in Annexure A, including the proposed issue, subject to shareholder approval, of 5,000,000 performance rights to Mr Chan under the Company's proposed equity incentive plan (**Plan**) (the adoption of which is subject to shareholder approval). Other than as detailed in Annexure A, the Agreement is on standard terms for an agreement of this nature.

The Company also intends, subject to shareholder approval, to issue 5,000,000 performance rights to each of Messrs Michael Pixley and Stuart Usher, directors of the Company, on the same terms as the performance rights proposed to be issued to Mr Chan pursuant to the Agreement

## Reinstatement Conditions Update

The Company refers to its ASX announcements dated 31 October 2022 and 9 March 2023 relating to (amongst other things) its suspension from quotation pursuant to ASX Listing Rule 17.2 (since 24 March 2021) by reason of (amongst other matters) ASX and the Company identifying various *Corporations Act 2001* (Cth) (**Corporations Act**) and ASX Listing Rules (**Listing Rules**) breaches and compliance matters. As noted in those announcements, the Company's securities will not be reinstated to trading until (amongst other things), the Company has prepared and released a full form prospectus pursuant to section 710 of the Corporations Act (**Prospectus**). The Company's reinstatement to trading remains subject to satisfaction of certain additional conditions (at the discretion of ASX), which will be detailed in the Prospectus.

The Company is progressing with its preparation of the Prospectus, and its indicatively intending to lodge the Prospectus with the Australian Securities and Investments Commission (and thereafter release it to ASX) shortly.

## Corporate Adviser Engaged

The Company is pleased to announce that it has engaged EverBlu to provide corporate advisory services in connection with the Company's ongoing corporate matters and any future capital raising transaction undertaken by the Company (**Capital Raising Transactions**) pursuant to a mandate (**Mandate**).

The Mandate provides that EverBlu will be:

- paid a corporate advisory fee of \$10,000 per month;
- paid a fee of 6% of the gross proceeds of any Capital Raising Transaction; and
- issued subject to the Company obtaining shareholder approval:
  - one fully paid ordinary share in the Company per \$1 raised under a Capital Raising Transaction; and
  - 23 broker options per \$1 raised under a Capital Raising Transaction (each with a strike price at a 100% premium to the issue price of shares under that Capital Raising Transaction and with a 2 year expiry date).

The Mandate is for a term of 12 months and may be terminated by EverBlu for convenience at any time (pursuant to which the obligation to pay the monthly retainer fees ceases). The Mandate is otherwise on standard terms for an agreement of this nature.

Authorised for release by Mr Michael Chan, Managing Director.

For more information please contact Michael Chan at [michael@story-i.com](mailto:michael@story-i.com).

## Forward looking statements

Certain information in this document refers to the intentions of Story-i, but these are not intended to be forecasts, forward looking statements or statements about the future matters for the purposes of the Corporations Act or any other applicable law. The occurrence of the events in the future are subject to risk, uncertainties and other actions that may cause Story-i's actual results, performance or achievements to differ from those referred to in this document. Accordingly, Story-i and its affiliates and their directors, officers, employees and agents do not give any assurance or guarantee that the occurrence of these events referred to in the document will actually occur as contemplated. Statements contained in this document, including but not limited to those regarding the possible or assumed future costs, performance, dividends, returns, revenue, exchange rates, potential growth of Story-i, industry growth or other projections and any estimated company earnings are or may be forward looking statements.

Forward-looking statements can generally be identified by the use of words such as 'project', 'foresee', 'plan', 'expect', 'aim', 'intend', 'anticipate', 'believe', 'estimate', 'may', 'should', 'will' or similar expressions. These statements relate to future events and expectations and as such involve known and unknown risks and significant uncertainties, many of which are outside the control of Story-i. Actual results, performance, actions and developments of Story-i may differ materially from those expressed or implied by the forward-looking statements in this document. Such forward-looking statements speak only as of the date of this document.

There can be no assurance that actual outcomes will not differ materially from these statements. To the maximum extent permitted by law, Story-i and any of its affiliates and their directors, officers, employees, agents, associates and advisers:

- disclaim any obligations or undertaking to release any updates or revisions to the information to reflect any change in expectations or assumption;
- do not make any representation or warranty, express or implied, as to the accuracy, reliability or completeness of the information in this document, or likelihood of fulfilment of any forward-looking statement or any event or results expressed or implied in any forward-looking statement; and disclaim all responsibility and liability for these forward-looking statements (including, without limitation, liability for negligence).

## ANNEXURE A

### Key terms of the Agreement

- **(Role)** Managing Director of the Company.
- **(Commencement Date)** 16 March 2023.
- **(Term)** No fixed term. Mr Chan's appointment ongoing until terminated by either party in accordance with the Agreement.
- **(Remuneration)**
  - A\$120,000 (exclusive of any superannuation) per annum.
  - subject to shareholder approval, 5,000,000 performance rights in the Company (**Performance Rights**) issued under Plan (the adoption of which is subject to shareholder approval) on the following key terms:

Tranche	Performance Criteria	Expiry Date	% of Performance Rights
1.	The VWAP of the Shares for 15 consecutive trading days before the Expiry Date is at least A\$0.026 (or the equivalent in the event of a capital reorganisation).	Five (5) years from grant	33.4
2.	The achievement of annual Group revenue for any financial year before 30 June 2027 is at least A\$50,000,000 (as independently verified by the Company's auditor).		33.3
3.	The achievement of at least a 10% increase in annual Group revenue for any financial year before 30 June 2027 that is directly attributable to a new business segment or offering (as independently verified by the Company's auditor).		33.3

- **(Termination)**
  - The Company may terminate the Agreement by providing three months' written notice to Mr Chan.
  - Mr Chan may terminate the Agreement by providing three months' written notice to the Company.
  - The Company may require Mr Chan to serve out all or part of his notice period or may make a payment to him in lieu or all or part of his notice period. Any payment in lieu of notice will be calculated on the basis of his salary payable on the termination date and in compliance with applicable laws (including any required shareholder approval(s)).
  - The Company may summarily terminate Mr Chan's employment on the grounds of (amongst other matters) serious or persistent breach of the Agreement, serious misconduct, breach of confidentiality or misusing the Company's intellectual property or behaviour that would damage the reputation, standing or goodwill of the Company.