



Story-i Limited

ACN 163 916 989

PROSPECTUS

**For an offer of up to 1,000 Shares at an issue price of A\$0.02 each
to raise up to approximately A\$20**

IMPORTANT NOTICE

This is an important document and requires your immediate attention. It should be read in its entirety. Please consult your professional adviser(s) if you have any questions about this Prospectus. Investment in the Shares offered pursuant to this Prospectus should be regarded as highly speculative in nature, and investors should be aware that they may lose some or all of their investment. Refer to Section 4 for a summary of the key risks associated with an investment in Shares.

CORPORATE DIRECTORY

Directors

Mr Michael Chan – Managing Director
Mr Djohan Widodo – Non-Executive Chairman
Mr Michael Pixley – Non-Executive Director
Mr Han Peng Lee – Non-Executive Director
Mr Stuart Usher – Non-Executive Director

Company Secretary

Mr Stuart Usher

Registered and Principal Office

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Leederville WA 6007

ASX Code: SRY

Telephone: +61 499 900 044

Email: investor@Story-i.com

Website: <https://www.Story-i.com.au/>

Auditor*

Stantons International Audit and
Consulting Pty Ltd
Level 2, 40 Kings Park Road
West Perth WA 6005

Independent Accountant

Hall Chadwick WA Audit Pty Ltd
283 Rokeby Road
Subiaco WA 6000

Lawyers

Thomson Geer Lawyers
Level 27, Exchange Tower
2 The Esplanade
Perth WA 6000

Share Registry*

Advanced Share Registry Limited
110 Stirling Highway
Nedlands WA 6009

* These entities are included for information purposes only. They have not been involved in any part of this Prospectus.

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IMPORTANT NOTICE

The issuer of this Prospectus is Story-i Limited (ACN 163 916 989) (**Company**).

General

This Prospectus is dated, and was lodged with ASIC on, 16 March 2023. Neither ASIC nor ASX (or their respective officers) take any responsibility for the contents of this Prospectus or the merits of the investment to which this Prospectus relates. The expiry date of this Prospectus is 5.00pm (AWST) on that date which is thirteen (13) months after the date of this Prospectus. No Shares will be issued under this Prospectus after that expiry date.

No person is authorised to give any information or to make any representation in connection with the Offer, other than as is contained in this Prospectus. Any information or representation not detailed in this Prospectus should not be relied on as having been made or authorised by the Company or the Directors or any other person in connection with the Offer. You should rely only on the information in this Prospectus.

It is important that you read this Prospectus in its entirety and seek professional advice where necessary. The Shares the subject of this Prospectus should be considered highly speculative.

No action has been taken to permit the offer of Shares under this Prospectus in any jurisdiction other than Australia.

Applicable law may restrict the distribution of this Prospectus in jurisdictions outside Australia and therefore persons into whose possession this document comes should seek advice on and observe any such restrictions. Any failure to comply with these restrictions may constitute a violation of those laws. This Prospectus does not constitute an offer of Shares in any jurisdiction where, or to any person to whom, it would be unlawful to issue this Prospectus.

Reinstatement Prospectus

This Prospectus is a reinstatement prospectus for the purposes of satisfying the ASX requirements for re-quotations to the Official List following the suspension of the Company's shares from trading on 24 March 2021. Refer to Section 9.3 for details of the reinstatement conditions.

No Investment Advice

The information detailed in this Prospectus is not financial product advice and does not take into account your investment objectives, financial situation or particular needs. This Prospectus should not be construed as financial, taxation, legal or other advice. The Company is not licensed to provide financial product advice in respect of its securities or any other financial products.

This Prospectus is important and should be read in its entirety prior to deciding whether to invest in Shares. There are risks associated with an investment in Shares and some of the key risks are detailed in Section 4. You should carefully consider these risks in light of your personal circumstances (including financial and tax issues) and seek professional guidance from your stockbroker, solicitor, accountant, financial adviser or other independent professional adviser before deciding whether to invest in Shares. There may also be risks in addition to these that should be considered in light of your personal circumstances.

If you do not fully understand this Prospectus or are in doubt as to how to deal with it, you should seek professional guidance from your stockbroker, solicitor, accountant, financial adviser or other independent professional adviser before deciding whether to invest in Shares.

Except as required by law and only to the extent so required, no person named in this Prospectus warrants or guarantees the Company's performance, the repayment of capital by the Company or any return on investment made pursuant to this Prospectus.

Financial Information

The financial information included in this Prospectus has been prepared and presented in accordance with the recognition and measurement principles prescribed by Australian Accounting Standards (which are consistent with International Financial Reporting Standards), except where otherwise stated.

The financial information is presented in abbreviated form. It does not include all of the presentation and disclosures required by Australian Accounting Standards and other mandatory professional reporting requirements applicable to general purpose financial reports. The financial information in this Prospectus should be read in conjunction with, and is qualified by reference to, the information detailed in Sections 5 and 6.

Some numerical figures included in this Prospectus have been subject to rounding adjustments. Any discrepancies between totals and sums of components in tables detailed in this Prospectus are due to rounding.

Past Performance

This Prospectus includes information regarding past performance of the Company. Prospective investors should be aware that past performance should not be relied upon as being indicative of future performance.

Electronic Prospectus

This Prospectus will generally be made available in electronic form by being posted on the Company's website at <https://www.Story-i.com.au/>. Contact details for the Company and details of the Company's registered office are detailed in the Corporate Directory.

Website

No document or information included on the Company's website is incorporated by reference into this Prospectus.

Cooling Off Rights

Cooling off rights do not apply to an investment in Shares acquired under this Prospectus. This means that, in most circumstances, you cannot withdraw your application to acquire Shares under this Prospectus once it has been accepted.

Speculative Investment and Risks

The Shares offered pursuant to this Prospectus should be considered highly speculative. There is no guarantee that the Shares offered pursuant to this Prospectus will make a return on the capital invested, that dividends will be paid on the Shares or that there will be an increase in the value of the Shares in the future.

Prospective investors should carefully consider whether the Shares offered pursuant to this Prospectus are an appropriate investment for them in light of their personal circumstances, including their financial and taxation position. Refer to Section 4 for details relating to the key risks applicable to an investment in the Shares.

Forward-Looking Statements

This Prospectus contains forward-looking statements which are identified by words such as "believes", "estimates", "expects", "targets", "intends", "may", "will", "would", "could", or "should" and other similar words that involve risks and uncertainties.

These statements are based on an assessment of present economic and operating conditions, and on a number of assumptions regarding future events and actions that, at the date of this Prospectus, are expected to take place.

Such forward-looking statements are not guarantees of future performance and involve known and unknown risks, uncertainties, assumptions and other important factors, many of which are beyond the control of the Company, the Directors and management of the Company. Key risk factors associated with an investment in the Company are detailed in Section 4. These and other factors could cause actual results to differ materially from those expressed in any forward-looking statements.

The Company has no intention to update or revise forward-looking statements, or to publish prospective financial information in the future, regardless of whether new information, future events or any other factors affect the information detailed in this Prospectus, except where required by law.

The Company cannot and does not give assurances that the results, performance or achievements expressed or implied in the forward-looking statements detailed in this Prospectus will actually occur and prospective investors are cautioned not to place undue reliance on these forward-looking statements.

Contract Summaries

Summaries of contracts detailed in this Prospectus are included for the information of prospective investors but do not purport to be complete and are qualified by the text of the contracts themselves.

Photographs and Diagrams

Photographs used in this Prospectus which do not have descriptions are for illustration only and should not be interpreted to mean that any person shown endorses this Prospectus or its contents or that the assets shown in them are owned by the Company.

Diagrams used in this Prospectus are illustrative only and may not be drawn to scale. Unless otherwise stated, all data detailed in charts, graphs and tables is based on information available at the date of this Prospectus.

Miscellaneous

All financial amounts detailed in this Prospectus are expressed as Australian currency unless otherwise stated. Conversions may not reconcile due to rounding. All references to '\$' or 'A\$' are references to Australian dollars. All references to time in this Prospectus are references to AWST, being the time in Perth, Western Australia, unless otherwise stated.

Defined terms and abbreviations used in this Prospectus are detailed in the glossary in Section 11.

LETTER FROM THE MANAGING DIRECTOR

Dear Shareholders

Since 24 March 2021, the Company's securities have been suspended from quotation on ASX by reason of (amongst other matters) various Corporations Act and Listing Rules breaches and compliance matters that were identified by the ASX and the Company. These matters included (but were not limited to):

- the Company lodging a 'cleansing notice' under section 708A(5) of the Corporations Act in respect to the issuance of Shares when it did not satisfy the statutory requirements to do so (refer to Section 2.2(a) for further details);
- the Company's previous non-compliance with section 201A(2) of the Corporations Act in failing to have the requisite number of directors 'ordinarily reside' in Australia (refer to Section 2.2(b) for further details);
- the Company undertaking transactions (sale of products) with certain related parties of the Company in contravention of the related party provisions of the Listing Rules (refer to Section 2.2(c) for further details); and
- concerns in respect the adequacy of the Company's existing corporate governance policies and processes (refer to Section 2.2(d) for further details),

(together, the **Compliance Matters**).

Following a period of consultation with the ASX in respect to the Compliance Matters, ASX confirmed that it will be prepared to reinstate the Company's securities to trading, subject to the satisfaction of certain conditions, including (amongst other matters):

- (a) the provision of a report from independent expert, Hall Chadwick, in respect to a review of the Company's corporate governance policies and processes (**Review**), and the lodgement of an announcement providing a summary of the Review's findings and recommendations; and
- (b) lodgement of a full form prospectus pursuant to section 710 of the Corporations Act.

In respect to (a) above, the Company has received, and provided to ASX a copy of, the Review and released an announcement detailing the findings and recommendations of the Review and in respect to (b) above, the Company is lodging this Prospectus.

The Company is seeking to raise only a nominal amount under this Prospectus as the purpose of this Prospectus is to satisfy ASX's reinstatement condition and is not to raise capital.

This Prospectus also provides detailed information about the Company and its business as well as the risks of investing in the Company. These includes risk factors in respect to (amongst other matters) the Company's reliance on the Apple Group arrangements, reliance on suppliers, the Indonesian retail environment, location of assets and operations and reinstatement. I encourage you to read this Prospectus thoroughly and carefully. The Shares offered by this Prospectus should be considered highly speculative.

I look forward to your continued support as a Shareholder and sharing in what we believe are exciting and prospective times ahead for the Company.

Yours faithfully

Mr Michael Chan
Managing Director

PROPOSED TIMETABLE AND REINSTATEMENT INFORMATION

Indicative Timetable¹

Lodgement of this Prospectus with ASIC	16 March 2023
Opening Date of the Offer	17 March 2023
Closing Date of the Offer	17 March 2023
Satisfaction of Reinstatement Conditions	21 March 2023
Target date for reinstatement to ASX and suspension of trading lifted ²	23 March 2023

Notes:

- 1 The above dates are indicative only and may change. The Company reserves the right to amend any and all of the above dates without notice (including, subject to the Listing Rules and the Corporations Act, to close the Offer early, to extend the Closing Date, to accept late Applications (either generally or in particular cases) or to cancel the Offer before Shares are issued by the Company). If the Offer is cancelled before the issue of Shares, then all Application Monies will be refunded in full (without interest) as soon as practicable in accordance with the requirements of the Corporations Act. Investors are encouraged to submit their Applications as soon as possible after the Offer opens.
- 2 This date is an estimate only and is subject to the discretion of ASX.

Reinstatement Conditions

The Shares have been suspended from Official Quotation since 24 March 2021 and will continue to be suspended until the Company satisfies the Reinstatement Conditions. The Reinstatement Conditions are detailed in Section 9.3. One of the conditions imposed by ASX is the Company lodging a full form prospectus pursuant to section 710 of the Corporations Act and, to satisfy this condition, the Company has lodged this Prospectus.

ASX requires satisfaction of the Reinstatement Conditions by 24 March 2023. As detailed above, the Company is targeting Reinstatement on or about 23 March 2023.

1 INVESTMENT OVERVIEW

This Investment Overview is not intended to provide full information for investors intending to acquire Shares. This Prospectus should be read and considered in its entirety.

Topic	Summary	More Information
A. The Company and Details of the Compliance Matters		
Who is the issuer of this Prospectus?	Story-i Limited (ACN 163 916 989) (ASX: SRY).	Section 2
Who is the Company and what does it do?	The Company was incorporated in Australia on 23 May 2013 and operates as an Apple Authorised Reseller, Apple Premium Reseller and Apple Authorised Service Provider in Indonesia. The Company was admitted to the Official List in January 2015.	Section 2.3
Why is the Company suspended from the Official List?	<p>Since 24 March 2021, the Company's securities have been suspended from quotation on ASX by reason of (amongst other matters) various Corporations Act and Listing Rules breaches and compliance matters that were identified by the ASX and the Company. These matters included (but were not limited to):</p> <ul style="list-style-type: none"> the Company lodging a 'cleansing notice' under section 708A(5) of the Corporations Act in respect to the issuance of Shares when it did not satisfy the statutory requirements to do so; the Company's previous non-compliance with section 201A(2) of the Corporations Act in failing to have the requisite number of directors 'ordinarily reside' in Australia; the Company undertaking transactions (sale of products) with certain related parties of the Company in contravention of the related party provisions of the Listing Rules; and concerns in respect to the adequacy of the Company's existing corporate governance policies and processes. 	Section 2.2
What is the Corporate Governance Review?	<p>As part of ASX's requirements for the Shares to be reinstated to Official Quotation, the Company commissioned an independent expert, Hall Chadwick, to undertake a review of the Company's corporate governance policies and processes focussing on, amongst other things, compliance with the Listing Rules. A copy of the Corporate Governance Review was provided to the ASX and, on 9 March 2023, the Company released the findings and recommendations of the Review on its ASX platform.</p> <p>Refer to Section 2.2(d) for details of the findings of the Corporate Governance Review and Section 3.7 for details of the recommendations from Hall Chadwick.</p>	Sections 2.2(d) and 3.7
How will the Company's securities be reinstated to	ASX has provided the Company with the Reinstatement Conditions (being the reinstatement conditions detailed in Section 9.3) and has advised that ASX sees no reason why the securities of the Company should not be reinstated to	Section 9.3

Topic	Summary	More Information
trading?	<p>Official Quotation subject to compliance with the Reinstatement Conditions.</p> <p>The Reinstatement Conditions include:</p> <ul style="list-style-type: none"> the provision to ASX of a report from independent expert, Hall Chadwick, in respect to a review of the Company's corporate governance policies and processes (Corporate Governance Review), and the lodgement of an announcement providing a summary of the Corporate Governance Review findings and recommendations; and lodgement of a full form prospectus pursuant to section 710 of the Corporations Act. <p>In respect to the above two items, the Company has received, and provided to ASX a copy of, the Corporate Governance Review and released an announcement detailing the findings and recommendations of the Corporate Governance Review and the Company is lodging this Prospectus to satisfy a Reinstatement Condition.</p> <p>The Company is also required to comply with the following Reinstatement Conditions:</p> <ul style="list-style-type: none"> demonstrating compliance with Listing Rule 12.1 to the satisfaction of ASX; demonstrating compliance with Listing Rule 12.2 to the satisfaction of ASX, including: <ul style="list-style-type: none"> providing a 'working capital statement' similar to that required by Listing Rule 1.3.3(a) to the effect that the Company will have sufficient working capital at the time of its reinstatement to carry out its objectives (being the objectives detailed in this Prospectus); and providing a reviewed pro forma statement of financial position as at 31 December 2022 to the satisfaction of ASX, illustrating compliance with the 'working capital test' of at least \$1.5 million, similar to that required by Listing Rule 1.3.3(c); demonstrating that, at the time of reinstatement, it will be funded for at least 12 months; lodging any outstanding Appendices 2A and 3B with ASX for any new issues of securities; paying of all ASX fees, including listing fees, applicable and outstanding (if any); lodging any outstanding reports for the period since the securities were suspended and any other outstanding documents required by Listing Rule 17.5; and lodgement of any outstanding Director's Interest Notices, being either Appendices 3X, 3Y or 3Z, as required. <p>Further details in respect to the Reinstatement Conditions are detailed in Section 9.3.</p>	

Topic	Summary	More Information
B. The Business		
What is the corporate structure of the Group?	<p>The Company is a public company incorporated in, and registered under the laws of, Australia and:</p> <ul style="list-style-type: none"> is the holding company of Story-i Pte Ltd, a wholly owned subsidiary incorporated in Singapore (Story-i SG); and via Story-i SG, holds 95% of the shares in PT Inetindo Infocom, a subsidiary incorporated in Indonesia (PT Inetindo), <p>(together, the Story-i Group).</p> <p>PT Inetindo is the operating entity of the Story-i Group and is responsible for all operational matters in respect to the Story-i Group, including managing the Company's 26 consumer electronics retail stores in Indonesia.</p>	Section 2.3
What are the operations of the Group?	<p>The Company undertakes the following operations:</p> <ul style="list-style-type: none"> Apple Authorised Reseller and Premium Reseller – the Company, via PT Inetindo, is a non-exclusive reseller of Authorised Products to Customers in Indonesia from Authorised Locations (being 15 of the Company's stores); Apple Authorised Service Provider – the Company, via PT Inetindo, is a non-exclusive authorised service provider of Authorised Services and seller of Resale Products from Authorised Service Location(s) (being six of the Company's stores); and Apple Authorised Education Reseller – the Company, via PT Inetindo, resells the following products to Education Customers: <ul style="list-style-type: none"> Authorised Products, including Macs, MacBooks, iPads and related accessories; and bundled mobile learning solutions and mobile device management, and has five on-campus stores. <p>At the date of this Prospectus, the Story-i Group has 187 full time employees, with 186 located in Indonesia and one in Singapore.</p>	Section 2.4
What is the Company's business model?	<p>The Company's business model comprises the following:</p> <ul style="list-style-type: none"> Product Focus – the Company operates as an Apple Authorised Reseller, Apple Premium Reseller and Apple Authorised Service Provider. The Company's product offerings comprise the full Apple product suite, including iPhones, Macs, MacBooks, iPads, Apple watches, AirPods and other accessories; Distribution / Reseller Arrangements – the Company has, through PT Inetindo, entered into a series of 	Section 2.5

Topic	Summary	More Information
	<p>agreements with Apple Group relating to the:</p> <ul style="list-style-type: none"> ○ resale of Authorised Products; ○ resale of Authorised Products as part of the Apple Premium Reseller Program; ○ participation in the Managed Monobrand Program; ○ resale of Authorised Products to Education Customers; and ○ offering of in-warranty and out-of-warranty repair service for Authorised Products; and <ul style="list-style-type: none"> • Customer Loyalty – the Company considers its ability to retain and attract customers to its stores to be a critical part of its business. The Company seeks to ensure customer loyalty and retention by providing: <ul style="list-style-type: none"> ○ a one-stop service via its retail stores that aim to cater to customer's needs through the sale of the full range of Authorised Products; ○ after-sales service offerings, which includes service and maintenance for all Authorised Products; and ○ customers with superior service via its in-store employees who are trained to assist customers by providing product knowledge across all product categories. 	
How does the Company generate revenue?	<p>The Company (via PT Inetindo) generates revenue from:</p> <ul style="list-style-type: none"> • sales of Authorised Products through the Company's retail store network, corporate client list and Education Customers; and • providing Authorised Services and selling Resale Products from Authorised Service Location(s). 	Section 2.6
What is the Company's growth strategy and objectives?	<p>The Company's growth strategy and objectives are multi-faceted and include the following:</p> <ul style="list-style-type: none"> • continuing the Company's disciplined approach to establishing new stores with regarding to location and local demographics; • maintaining the Company's current reseller and supplier partnerships; • continuing to build the Company's online sales platform and expand its e-commerce capability; and • potentially expanding the Company's product offering to include gaming products. 	Section 2.7
What is the financial outlook for the Company?	<p>For the years ended 30 June 2021 (FY2021) and 30 June 2022 (FY2022):</p> <ul style="list-style-type: none"> • the Group achieved revenue of A\$41,909,133 in FY2021 and A\$42,414,602 in FY2022; and • the Group generated a net loss of A\$2,314,320 in 	Sections 5, 6 and 7.5

Topic	Summary	More Information
	<p>FY2021 and A\$2,165,947 in FY2022.</p> <p>For the half-year ending 31 December 2022:</p> <ul style="list-style-type: none"> the Group achieved revenue of A\$20,904,294 (HY2022); and the Group generated a net loss of A\$1,131,766 (HY2022). <p>The pro forma historical consolidated statement of financial position of the Company as at 31 December 2022 is detailed in Section 5.</p> <p>Further relevant financial information in respect to the Company is detailed in Sections 5 and 6. Refer also to Section 7.5, which confirms why the Company is not able to make financial forecasts in this Prospectus.</p>	
What are the corporate governance principles and policies of the Company?	<p>Having regard to the various Corporations Act and Listing Rules breaches and compliance matters and the issues raised by the ASX, the Company has undertaken an extensive review of its corporate governance policies. As part of this, the Company engaged an independent expert (Hall Chadwick) to review the Company's existing corporate governance policies and processes and make recommendations where deficiencies were identified.</p> <p>As a result of this review, and in particular the recommendations of Hall Chadwick, the Company has commenced the process of implementing additional processes and protocols. Refer to the Company's ASX announcement dated 9 March 2023. The Board is committed to administering the Company's policies and procedures with openness and integrity, pursuing the true spirit of corporate governance commensurate with the Company's needs.</p> <p>To the extent applicable, the Company has adopted the ASX Corporate Governance Council's Corporate Governance Principles and Recommendations.</p> <p>In light of the Company's size and nature, the Board considers that the current Board composition and structure is a cost effective and practical method of directing and managing the Company. As the Company's activities develop in size, nature and scope, the size of the Board and the implementation of additional corporate governance policies and structures will be reviewed.</p> <p>The Company's main corporate governance policies and practices at the date of this Prospectus are detailed below. The Company's full Corporate Governance Plan is available in a dedicated corporate governance information section of the Company's website at https://www.Story-i.com.au/.</p>	Sections 2.2(d) and 3.7
C. Key Risks		
What are the key risks of the Company?	<p>Some of the key risks of investing in the Company are detailed below. The list of risks is not exhaustive and further details of these risks and other risks associated with an investment in the Company are detailed in Section 4.</p> <ul style="list-style-type: none"> Reinstatement Risk – The Company has been suspended since 24 March 2021. ASX has provided the Company with a conditional reinstatement letter advising 	Section 4

Topic	Summary	More Information
	<p>that there are a number of conditions that must be satisfied before ASX would reinstate the Shares to the Official List (refer to Section 9.3 for further details). To the best of the Company's knowledge, the Company has no reason to believe that ASX will not reinstate the Shares to the Official List, subject to the Company satisfying the Reinstatement Conditions. The Reinstatement Conditions are subject to any other information or conditions required or imposed by ASX.</p> <p>This Prospectus has been issued to assist the Company to comply with these requirements. There is a risk that the Company may not be able to satisfy the Reinstatement Conditions. Further, ASX may change, vary or impose additional conditions which the Company may not be able to satisfy to enable the Shares to recommence trading on ASX.</p> <p>Reinstatement to the Official List is at the discretion of ASX and will be subject to compliance with the Listing Rules and the Corporations Act. If the Company does not satisfy the Reinstatement Conditions, the Company will not achieve Reinstatement. If the Shares are not reinstated to the Official List by 27 March 2023, the Company will be removed from the Official List.</p> <ul style="list-style-type: none"> Apple Group Arrangements – The ability of the Company to achieve its business objectives significantly depends on the performance by the Group of its contractual obligations pursuant to the Apple Group Arrangements (refer to Section 8.5 for further details). The Group's revenue derived from the Apple Group Arrangements is significant, with: <ul style="list-style-type: none"> 93.5% of the Group's revenue for the half-year ending 31 December 2022 and 93.8% of the Group's revenue for the year ending 30 June 2022 derived from sales of Authorised Products; 1.1% of the Group's revenue for the half-year ending 31 December 2022 and 1.3% of the Group's revenue for the year ending 30 June 2022 derived from providing Authorised Services; and 5.4% of the Group's revenue for the half-year ending 31 December 2022 and 4.9% of the Group's revenue for the year ending 30 June 2022 derived from selling Resale Products. <p>If the Group defaults in the performance of its obligations pursuant to the Apple Group Arrangements, Apple Group may seek a legal remedy and/or may terminate the Apple Group Arrangements, which could be costly for the Group and significantly adversely impact on the Group's operations and performance. Apple Group (and PT Inetindo) may also terminate the Apple Group Arrangements for convenience on 30 days' written notice.</p> <p>Whilst PT Inetindo has a non-exclusive, non-transferable, revocable and limited license to use the Apple Group marks solely to:</p> <ul style="list-style-type: none"> promote and sell Products in Indonesia subject to 	

Topic	Summary	More Information
	<p>PT Inetindo complying with the Reseller Agreement and guidelines issued by Apple; and</p> <ul style="list-style-type: none"> ○ service products and sell Resale Products in Indonesia subject to PT Inetindo complying with the Service Provider Agreement and guidelines issued by Apple Group, <p>there is a risk that any unauthorised use of Apple Group marks may lead to possible legal action and termination of the Apple Group Arrangements by Apple Group.</p> <p>The Apple Arrangements provide that PT Inetindo will defend, hold harmless and indemnify Apple Group, its subsidiaries and affiliates, and their respective officers, directors, employees and agents from and against any claim or threat of claim or proceeding brought by a third party against Apple Group arising out of the acts and/or omissions of PT Inetindo (including its subsidiaries or affiliates and their officers, directors, employees, agents or contractors). Accordingly, PT Inetindo (and accordingly the Group) may be required to indemnify Apple Group in certain circumstances.</p> <p>The Apple Group Arrangements expire and will terminate on 31 December 2023. The Company has no reason to expect that the Apple Group Arrangements will not be renewed or replaced (as they have in the past) but there remains a risk that renewal or replacement may not occur (for whatever reason). There is also a risk that any amendments sought by Apple Group to renew or replace the Apple Group Arrangements may be on less favourable terms for the Group.</p> <ul style="list-style-type: none"> • Indonesian retail environment and general economic conditions may worsen – Many of the Authorised Products are discretionary goods for consumers and, as a result, sales levels are sensitive to consumer sentiment. The Group's offering of Authorised Products, and its financial and operating performance, may be affected by changes in consumers' disposable incomes, or their preferences as to the utilisation of their disposable incomes. Any reduction in the disposable incomes of the Group's customers as a result of changes to factors such as economic outlook, unemployment levels and taxation may decrease consumer confidence and consumer demand, which may subsequently result in lower levels of revenue and profitability. • Requirement to raise additional funds – The Company may seek to raise additional equity, debt or hybrid capital in the future. The Company's ability to raise further capital within an acceptable time, or in sufficient amounts and on terms acceptable to it is not guaranteed, and may vary according to a number of factors specific to the Company and its business and financial and share markets generally. <p>Any additional equity financing may be dilutive to Shareholders, may be undertaken at lower prices than the Company's share price upon Reinstatement or may involve restrictive covenants which may limit the Company's operations and business strategy. Debt</p>	

Topic	Summary	More Information
	<p>financing, if available, may involve restrictions on financing and operating activities. There can be no assurance that such funding will be available on terms suitable to the Company or at all when required. If the Company is unable to obtain additional funding, it may be required to reduce, delay or suspend its operations which may result in a material adverse effect on the Company's activities and its ability to continue as a going concern.</p> <ul style="list-style-type: none"> Reliance on suppliers – The Group is reliant on its major suppliers, in particular Apple Group. The Group's success depends on its ability to maintain good relationships with and retain suppliers. The agreements with suppliers are subject to review and renewal on a periodic basis. In the event that the agreements are terminated or not renewed upon their expiry date, or if the agreements are renewed on less favourable terms, the business and financial performance will be adversely affected. <p>There is also no guarantee that the suppliers will be able to supply sufficient quantities of products to the Group as and when required. In the event that the Group cannot meet the demands of its customers, the business and profitability will be materially affected.</p> <p>The Group's ability to remain as an authorised reseller of Authorised Products, authorised service provider of Authorised Services and seller of Resale Products is very important to the ongoing success of the Group. In the event that the Group was no longer an authorised reseller of Authorised Products, authorised service provider of Authorised Services and/or seller of Resale Products, the Group would lose its main revenue contribution and the profitability, business and financial performance will be significantly adversely affected.</p> <ul style="list-style-type: none"> Location of assets and operations – The assets and operations of the Group are located predominately in Indonesia. The location may create challenges for the Board in managing the Group and maintaining the security of its assets. Indonesia's political institutions and democracy have a relatively short history, increasing the risk of political instability. Indonesia has in the past faced political and militant unrest within several of its regions, and further unrest could present a risk to the local economy and stock markets. The country has also experienced acts of terrorism, predominantly targeted at foreigners, which has had a negative impact on tourism. Corruption and the perceived lack of a rule of law in dealings with international companies in the past may have discouraged much-needed foreign direct investment. Should this issue remain, it could negatively impact the long-term growth of the economy. <p>Many economic development challenges remain, including high unemployment, a developing banking sector, corruption, and unequal resource distribution among regions.</p> <p>The Group is required to comply with a range of laws and regulations which apply in Indonesia. The impact of</p>	

Topic	Summary	More Information
	<p>actions by the government of Indonesia and local governments and regulatory authorities may affect the Group's operations, including matters such as changes to Indonesia's fiscal and taxation laws, company laws, contract and occupational health and safety laws and regulations.</p> <ul style="list-style-type: none"> • Imitation – The Group is susceptible to others imitating Apple Group's brands and infringing its intellectual property rights. Imitation or counterfeiting of Authorised Products would diminish the value of Apple Group's brands and negatively affect the Group's revenue. <p>In addition, should there be any adverse publicity against any of Apple Group's brands that may erode consumer confidence and perception of the products, or decreased customer acceptance of the brands, it may have a negative impact on the business and financial performance of the Group.</p> <ul style="list-style-type: none"> • Direct sales by suppliers – Apple Group does not sell directly to consumers in Indonesia. There is no assurance that Apple Group will not do so in the future, which will be likely to reduce the Group's share of the market. Customers are able to buy direct from Apple Group online. If more customers buy directly online from Apple Group (as opposed to the Group's online store), it will reduce the Group's share of the market. • New store locations – Expansion of the Group's business is dependent on the securing of good store locations. The expansion of the business depends on securing further sites for stores within large shopping malls. Inability to continue to secure stores in large shopping malls will hinder the expansion of the business. 	
D. Summary of the Offer		
What is the Offer and the purpose of this Prospectus?	<p>The Offer is for up to approximately 1,000 Shares at an issue price of A\$0.02.</p> <p>The purpose of the Offer is not to raise capital. The purpose of this Prospectus is to assist the Company in satisfying certain Reinstatement Conditions to enable the Shares to be reinstated to the Official List.</p>	Sections 7.1 and 7.2
Who is eligible to participate in the Offer?	The Company is only extending the Offer to specific parties on invitation from the Directors. The Company will only provide Application Forms to these parties.	Section 7.1
Is the Offer underwritten?	The Offer is not underwritten.	Section 7.1
What is the minimum subscription to the Offer?	There is no minimum subscription for the Offer.	Section 7.3
Will the Company be adequately funded?	The Board believes that its current cash reserves (and cash flow derived through its operations) will provide the Company with sufficient working capital to achieve its stated objectives as detailed in this Prospectus.	Sections 5, 6 and 7.4

Topic	Summary	More Information												
What will be the capital structure of the Company following completion of the Offer?	<p>The Company's capital structure following completion of the Offer is detailed below:</p> <table><tr><th colspan="2">Shares</th></tr><tr><td>On issue at the date of this Prospectus</td><td>376,404,857</td></tr><tr><td>Shares issued under the Offer¹</td><td>1,000</td></tr><tr><td>Total</td><td>376,405,857</td></tr></table> <p>Note: 1. Refer to Section 7.1 for further details.</p> <p>Following completion of the Offer, the Company's free float will not be less than 20%.</p>	Shares		On issue at the date of this Prospectus	376,404,857	Shares issued under the Offer ¹	1,000	Total	376,405,857	Section 7.6				
Shares														
On issue at the date of this Prospectus	376,404,857													
Shares issued under the Offer ¹	1,000													
Total	376,405,857													
What rights and liabilities attach to the Shares being offered?	All new Shares issued under the Offer will rank equally in all respects with existing Shares on issue. The rights and liabilities attaching to Shares are summarised in Section 9.1.	Section 9.1												
Is there any brokerage, commission or duty payable by Applicants?	No brokerage, commission or stamp duty is payable by Applicants on an acquisition of Shares under the Offer.	-												
Can the Offer be withdrawn?	<p>The Company may at any time decide to withdraw this Prospectus and/or the Offer in which case the Company will return all Application Monies (without interest) in accordance with the requirements of the Corporations Act.</p> <p>No interest will be repaid on any Application Monies refunded as a result of the withdrawal of the Offer.</p>	Section 7.12												
E. Directors and Related Party Interests and Arrangements and Other Significant Interests														
Who are the Directors?	<p>The Board comprises:</p> <ul style="list-style-type: none">• Mr Michael Chan – Managing Director;• Mr Djohan Widodo – Non-Executive Chairman;• Mr Michael Pixley – Non-Executive Director;• Mr Han Peng Lee – Non-Executive Director; and• Mr Stuart Usher – Non-Executive Director.	Section 3.1 and 3.2												
What interests do the Directors have in the securities of the Company?	<p>As at the date of this Prospectus, the securities held by each of the Directors are as follows:</p> <table><tr><th>Director¹</th><th>Shares</th></tr><tr><td>Mr Michael Chan</td><td>47,509,646²</td></tr><tr><td>Mr Djohan Widodo</td><td>-</td></tr><tr><td>Mr Michael Pixley</td><td>988,750</td></tr><tr><td>Mr Han Peng Lee</td><td>19,309,090</td></tr><tr><td>Mr Stuart Usher</td><td>-</td></tr></table> <p>Note: 1. Subject to the Company obtaining the requisite shareholder approvals, the Company intends to issue 5,000,000 performance rights each to Messrs Chan, Pixley and Usher. It is presently envisaged that the</p>	Director ¹	Shares	Mr Michael Chan	47,509,646 ²	Mr Djohan Widodo	-	Mr Michael Pixley	988,750	Mr Han Peng Lee	19,309,090	Mr Stuart Usher	-	Section 3.4
Director ¹	Shares													
Mr Michael Chan	47,509,646 ²													
Mr Djohan Widodo	-													
Mr Michael Pixley	988,750													
Mr Han Peng Lee	19,309,090													
Mr Stuart Usher	-													

Topic	Summary	More Information
	<p>performance rights will vest into Shares upon the satisfaction of the following milestones:</p> <p>(a) 1/3 of the performance rights will vest if the VWAP of Shares for 15 consecutive trading days before the date that is 5 years from the date of grant is at least A\$0.026 (or the equivalent in the event of a capital reorganisation);</p> <p>(b) 1/3 of the performance rights will vest upon 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); and</p> <p>(c) 1/3 of the performance rights will vest upon 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).</p> <p>2. Comprises:</p> <p>(a) 24,199,646 Shares held by Mr Chan directly; and</p> <p>(b) 23,310,000 Shares held by HSBC Custody Nominees (Australia) Ltd on behalf of Mr Chan.</p>	
What significant benefits and interests are payable to Directors and other persons connected with the Company or the Offer?	<p>The interests of the Directors are detailed in the table above.</p> <p>Mr Michael Chan receives annual remuneration of A\$120,000 in respect to his role as Managing Director.</p> <p>Mr Djohan Widodo receives annual fees of A\$36,000 in respect to his role as Non-Executive Chairman.</p> <p>Mr Michael Pixley receives annual fees of A\$36,000 in respect to his role as Non-Executive Director.</p> <p>Mr Han Peng Lee receives annual fees of A\$36,000 in respect to his role as Non-Executive Director.</p> <p>Mr Stuart Usher receives annual fees of A\$24,000 in respect to his role as Non-Executive Director and A\$36,000 in respect to his role as Company Secretary.</p> <p>Advisers and other service providers are entitled to fees for services and other interests detailed in Section 9.5.</p>	Section 3.5 and 9.5
What material contracts and/or arrangements with related parties is the Company a party to?	<p>The material contracts of the Company and its subsidiaries are detailed in Section 8 of this Prospectus. These material contracts include (amongst others) a series of agreements with Apple Group relating to the Company's business.</p> <p>The Company has entered into the following contracts with related parties:</p> <ul style="list-style-type: none"> • executive services agreement with Mr Michael Chan; • letters of appointment with Messrs Djohan Widodo, Michael Pixley, Han Peng Lee and Stuart Usher; • deeds of indemnity, insurance and access with each of the Directors; and • an agreement with Geneva Partners, an entity that Mr Stuart Usher (a Director) is a director of, for the provision of the company secretarial services. <p>Refer to Section 8 for a summary of the material contracts.</p>	Section 8
What is the effect of the Offer on control and substantial	Those Shareholders (and their associated entities) holding an interest in 5% or more of the Shares on issue at the date of this Prospectus are detailed in Section 9.4.	Section 9.4

Topic	Summary	More Information
Shareholders?		
F. Further Information		
How does the Company report to Shareholders on the performance of its activities?	<p>The Company sends to the Shareholders an annual report and releases information to Shareholders in accordance with the continuous and periodic disclosure requirements of the Listing Rules.</p> <p>Further information regarding the Company is available on the ASX announcements platform at www.asx.com.au and the Company's website at https://www.Story-i.com.au/.</p>	Important Information and Section 9.8
Will the Company pay dividends?	<p>The extent, timing and payment of any dividends in the future will be determined by the Directors based on a number of factors, including future earnings and the financial performance and position of the Company.</p> <p>While it is the aim of the Company that, in the longer term, its financial performance and position will enable the payment of dividends, at the date of this Prospectus, the Company does not intend, or expect, to declare or pay any dividends in the immediately foreseeable future, given that its focus will be on long term growth.</p>	Section 7.20
What are the tax implications of investing in Shares?	<p>The acquisition and disposal of Shares will have tax consequences, which will differ depending on the individual financial affairs of each investor. All potential investors in the Company are urged to obtain independent financial advice about the consequences of acquiring Shares, pursuant to the Offer, from a taxation viewpoint and generally.</p> <p>To the maximum extent permitted by law, the Company, its officers and each of their respective advisers accept no liability or responsibility with respect to the taxation consequences of subscribing for Shares under this Prospectus.</p>	Section 7.17
How can I obtain further information?	<p>All enquiries in relation to this Prospectus should be directed to the Company Secretary on +61 499 900 044, from 9.00am until 5.00pm (AWST), Monday to Friday.</p> <p>If you are unclear in relation to any matter, or are uncertain as to whether the Company is a suitable investment for you, you should seek professional guidance from your solicitor, stockbroker, accountant or other independent and qualified professional adviser before deciding whether to invest.</p>	Corporate Directory

2 COMPANY OVERVIEW

2.1 Background

The Company was incorporated in Australia on 23 May 2013 and operates as an Apple Authorised Reseller, Apple Premium Reseller and Apple Authorised Service Provider in Indonesia. The Company was admitted to the Official List in January 2015.

Since 24 March 2021, the Company's securities have been suspended from quotation on ASX by reason of (amongst other matters) various Corporations Act and Listing Rules breaches and compliance matters that were identified by the ASX and the Company. These matters included (but were not limited to):

- (a) the Company lodging a 'cleansing notice' under section 708A(5) of the Corporations Act in respect to the issuance of Shares when it did not satisfy the statutory requirements to do so;
- (b) the Company's previous non-compliance with section 201A(2) of the Corporations Act in failing to have the requisite number of directors 'ordinarily reside' in Australia;
- (c) the Company undertaking transactions (sale of products) with certain related parties of the Company in contravention of the related party provisions of the Listing Rules; and
- (d) concerns in respect to the adequacy of the Company's existing corporate governance policies and processes,

(together, the **Compliance Matters**). Further details in respect to the Compliance Matters are detailed in Section 2.2.

The Company has addressed the Compliance Matters and has sought guidance from ASX in respect to the conditions to the reinstatement of the Shares to the Official List. Following a period of consultation with ASX, ASX has advised that on the satisfaction of the Reinstatement Conditions, which includes the lodgement of this Prospectus, the Shares will be reinstated to trading on the Official List. Further details of the Reinstatement Conditions are detailed in Section 9.3.

2.2 Prior Compliance Matters

(a) Cleansing Notice

In March 2021, the Company identified that:

- (i) in July 2018, it had issued 24,000,000 Shares to certain sophisticated and professional investors without disclosure and did not lodge a 'cleansing notice' under section 708A(5) of the Corporations Act; and
- (ii) in February 2021, it had lodged a 'cleansing notice' under section 708A(5) of the Corporations Act in respect to the issue of 6,488,068 Shares, however the cleansing notice was not valid because trading in Shares had been suspended for more than five days in the period of 12 months before the date of issue.

The Company subsequently lodged a cleansing prospectus pursuant to section 708A(11) of the Corporations Act and made an application to the Supreme Court of Western Australia (**Court**) under section 1322(4)(a) of the Corporations Act seeking orders that any offer for sale, or sale of, Shares was not invalid by reason of:

- (i) the failure of the Company to issue a valid cleansing notice pursuant to section 708A(6) of the Corporations Act or to issue a cleansing prospectus pursuant to section 708A(11) of the Corporations Act to exempt the sellers from the obligation of disclosure under the Corporations Act; or
- (ii) a defect in such notice, or the sellers' consequent failure to comply with sections 707(3) and 727(1) of the Corporations Act.

The Court heard the application on 11 May 2022 and the relevant Court orders were granted.

(b) **Australian Resident Directors**

Section 201A of the Corporations Act provides that a public company must have at least three directors (not counting alternative directors) and that at least two of those directors must 'ordinarily reside' in Australia.

The Company was prima facie in breach of section 201A of the Corporations Act during the period between 12 January 2020 and 4 August 2020 and also between 29 March 2021 and 30 April 2021 (**Relevant Periods**) as it did not have two Directors that were ordinarily resident in Australia.

The Company considers that (amongst other things):

- (i) the Company was in prima facie breach of section 201A of the Corporations Act during the Relevant Periods;
- (ii) there are no implications (or potential implications) for the various agreements and arrangements that the Company entered into during the Relevant Periods, as the Company's actions were protected and not invalidated by the operation of the common law, the Company's constitution, section 201M of the Corporations Act and section 129 of the Corporations Act;
- (iii) there are no implications (or potential implications) for the validity of the meetings of Directors and resolutions put to and passed at those meetings during the Relevant Periods, as the Board's actions were protected and not invalidated by the common law, the Company's constitution and section 201M of the Corporations Act; and
- (iv) the Company has the option, pursuant to section 1322(4) of the Corporations Act, to seek from the Federal Court a declaration which validates all actions, contracts, meetings or arrangements which it undertook during the Relevant Periods. However, there is no requirement for the Company to seek such a declaration.

In August 2020, the Company appointed Mr Chek Ming Cheng, an Australian resident, to the Board as a non-executive Director. Mr Cheng resigned as a Director in March 2021 and the Company appointed Mr Kiap Khee Lim, an Australian resident, to the Board as a non-executive Director in April 2021. Mr Lim resigned as a Director in August 2022 and the Company appointed Mr Stuart Usher, an Australian resident, as a non-executive Director.

The Company confirms, at the date of this Prospectus, that it is not currently in breach of section 201A of the Corporations Act and does not intend to take this matter any further.

(c) **Related party transactions**

During the period commencing:

- (i) on 1 July 2019 to 30 June 2021, the Company sold goods (namely robotic products and accessories) to PT Inetdata Indonesia totalling A\$1,693,107 (**PT Inetdata Transactions**). PT Inetdata Indonesia is 62% owned by PT Sigmanet, and PT Sigmanet is owned and controlled by the Company's Chair, Mr Djohan Widodo, and Ms Betty Widodo (related party of Mr Widodo). Mr Djohan Widodo and Ms Betty Widodo are related parties of the Company;
- (ii) on 1 July 2016 to 30 June 2021, the Company sold goods (namely Authorised Products) to PT Sigmadata Indonesia totalling A\$1,755,881 (**PT Sigmadata Transactions**). PT Sigmadata Indonesia is 70% owned by PT Simanet, and PT Sigmanet is owned and controlled by the Company's Chair, Mr Djohan Widodo and Ms Betty Widodo. Mr Djohan Widodo and Ms Betty Widodo are related parties of the Company.

ASX had determined that the goods sold pursuant to the PT Sigmadata Transactions and PT Inetdata Transactions were deemed to be substantial assets exceeding 5% of the total equity interest in the Company as at 30 June of the relevant financial years during the period of the transactions.

Having regard to the quantum (of the consideration received) of the PT Sigmadata Transactions and PT Inetdata Transactions, ASX determined that the Company should:

- (i) obtain Shareholder ratification under Listing Rule 10.1 in relation to the PT Sigmadata Transactions; and
- (ii) obtain Shareholder ratification under Listing Rule 10.1 in relation to the PT Inetdata Transactions.

In November 2022, the Company sought, and obtained, Shareholder approval to ratify the PT Sigmadata Transactions and PT Inetdata Transactions.

(d) **Corporate Governance**

The Company commissioned Hall Chadwick, an independent accounting firm, to undertake a review of the Company's corporate governance policies and processes focussing on compliance with the Listing Rules (**Corporate Governance Review or Review**). A copy of the Corporate Governance Review has been provided to the ASX and, on 9 March 2023, the Company released the findings and recommendations of the Review on its ASX platform.

The key findings of the Corporate Governance Review are that:

- (i) although the Board adopted most of the ASX Corporate Governance Council's Corporate Governance Principles and Recommendations (4th Edition) (the **Recommendations**), the Board's understanding of the Recommendations was not at a sufficient level;
- (ii) the Company's documentation to assist in compliance with the Recommendations was deficient in a number of areas; and
- (iii) the Board's practices, processes and systems for ensuring compliance with the Listing Rules (including in relation to the Company's continuous disclosure obligations pursuant to Chapter 3 of the Listing Rules) were deficient in a number of areas, noting that (amongst other things):
 - (A) the lack of a proper risk management plan and risk strategy left the Board in the situation where required regulatory compliance matters were overlooked or not attended to. Ongoing breaches of regulatory compliance matters were not being actioned or formal legal advice was not sought to provide the Board information as to ramifications of these breaches and the possible methods available to mitigate the effects of the breaches and prevent future breaches;
 - (B) the Board did not have proper systems in place to track or note changes in interests of the Directors;
 - (C) the Board did not have any practices, processes or systems (including, but not limited to checklists) for considering significant acquisitions, contracts or transactions to assist the Board in ensuring that, when entering into those transactions, it considered the requirements of good governance and compliance matters with regard to the Corporations Act, the Listing Rules and the Constitution (amongst other laws), including shareholder approval, related party transaction compliance requirements, disclosure requirements and its internal risk management practices, processes and systems;
 - (D) the Directors did not appropriately consider the possibility of related party transactions with the Company. A register of related parties for

each Director was not maintained nor were the shareholdings in the Company of these related parties; and

- (E) the Board did not have any formal practices, processes or systems for properly monitoring the incidence of related party transactions with the Company and when making decisions concerning entering into transactions with known related parties, did not have proper practices, processes or systems in place to identify and manage potential conflicts of interest.

As part of the Corporate Governance Review, Hall Chadwick has provided the Company with a number of recommendations pursuant to which the Board has agreed to implement in full. Refer to Section 3.7 for further details in respect to these recommendations.

2.3 Corporate Structure

The Company is a public company which is incorporated in, and registered under the laws of, Australia and:

- (a) is the holding company of Story-i Pte Ltd, a wholly owned subsidiary incorporated in Singapore (**Story-i SG**); and
- (b) via Story-i SG, holds 95% of the shares of PT Inetindo Infocom, a subsidiary incorporated in Indonesia (**PT Inetindo**),

(together, the **Story-i Group**). The Story-i Group corporate structure is provided in Figure 1.

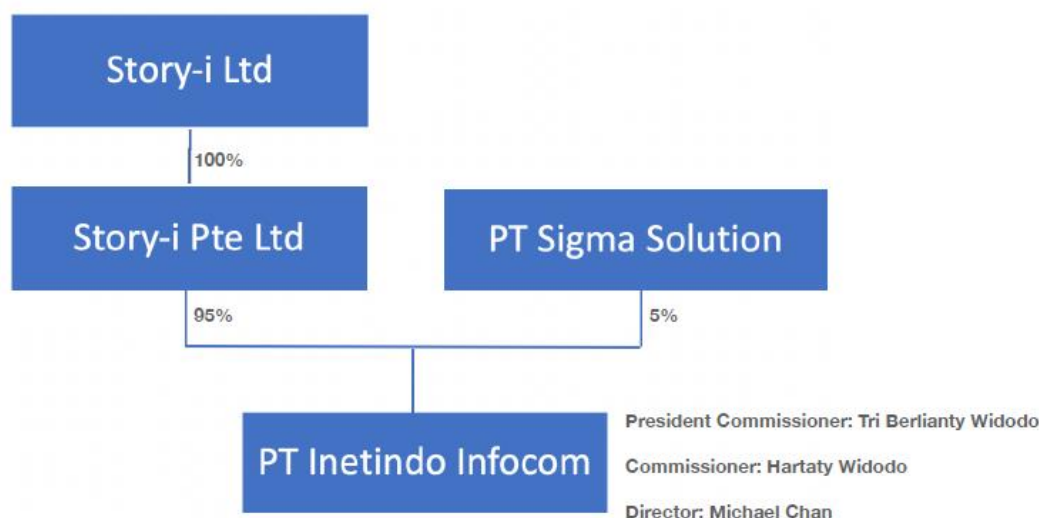


Figure 1 - Story-i Group Corporate Structure

PT Inetindo is the operating entity of the Story-i Group and is responsible for all operational matters in respect to the Story-i Group, including managing the Company's 26 consumer electronics retail stores in nine cities in Indonesia. Figure 2 details the geographic locations of a selection of the Company's stores.

At the date of this Prospectus, the Story-i Group has 187 full time employees, with 186 located in Indonesia and one in Singapore.

2.4 Business Operations

The Company's stores undertake the operations detailed below:

(a) **Apple Authorised Reseller and Premium Reseller**

The Company, via PT Inetindo, is a non-exclusive reseller of Authorised Products to Customers in Indonesia from Authorised Locations (being fifteen of the Company's stores).

PT Inetindo also enjoys the benefits from participating in the Apple Premium Reseller Program and Managed Monobrand Program.

The Company has four premium stores, being:

- (i) Story-i Paris Van Java, Bandung;
- (ii) Story-i Imam Bonjol, Bali;
- (iii) Story-i Paragon Mall Semarang; and
- (iv) Story-i Mall Alam Sutra, Tangerang.

(b) **Apple Authorised Service Provider**

The Company, via PT Inetindo, is a non-exclusive authorised service provider of Authorised Services and seller of Resale Products from Authorised Service Location(s) (being six of the Company's stores). The Company may also acquire Service Products and Resale Products from an Apple Group Authorised Parts Distributor for servicing and resale purposes.

(c) **Apple Authorised Education Reseller**

The Company, via PT Inetindo, resells the following products to Education Customers:

- (i) Authorised Products, including Macs, MacBooks, iPads and related accessories; and
- (ii) bundled mobile learning solutions and mobile device management,

and has five on-campus stores.

The Company's most significant Education Customers are Indonesian schools and education institutions, such as universities. In association with reselling to Education Customers, the Company provides training to local educators and students regarding effective and creative use of the Company's product offering when applied in learning and teaching environments.

Selected Story-i Stores

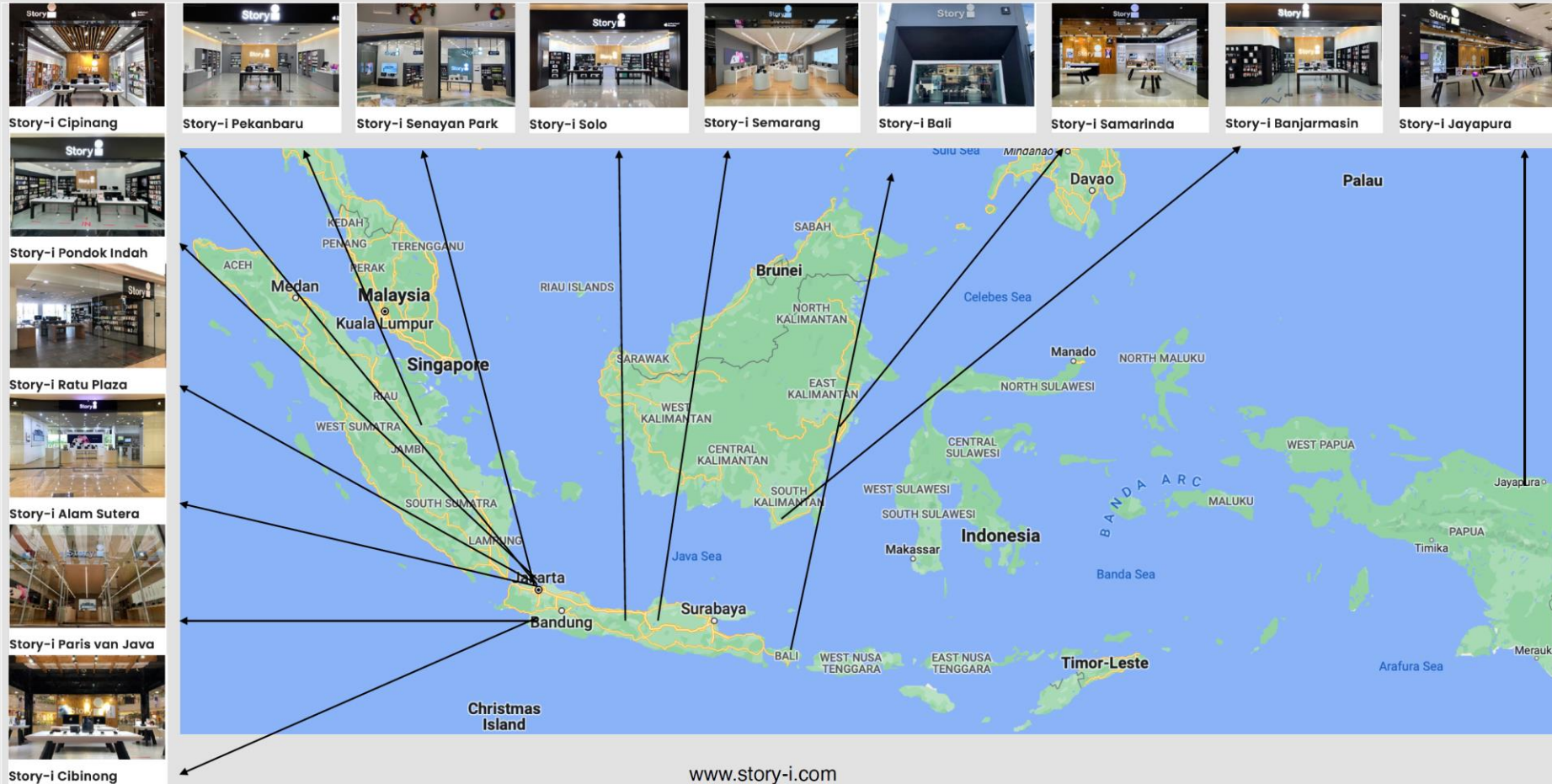


Figure 2 – Geographic Location of Selected Stores

2.5 Business Model

The Company's business model comprises the following:

(a) Product Focus

The Company is a participant in the Indonesian consumer electronics market, operating as an Apple Authorised Reseller, Apple Premium Reseller and Apple Authorised Service Provider. The Company's product offerings comprise the full Apple Group product suite, including iPhones, Macs, MacBook, iPads, Apple watches, AirPods and other accessories.

(b) Distribution / Reseller Arrangements

The Company has, through PT Inetindo, entered into a series of agreements with Apple Group relating to the:

- (i) resale of Authorised Products by PT Inetindo;
- (ii) resale of Authorised Products as part of the Apple Premium Reseller Program by PT Inetindo;
- (iii) participation in the Managed Monobrand Program by PT Inetindo;
- (iv) resale of Authorised Products to Education Customers by PT Inetindo; and
- (v) offering of in-warranty and out-of-warranty repair service for Products by PT Inetindo.

Proposed Authorised Locations and Authorised Service Locations are subject to approval from Apple Group with regarding to guidelines relating to the demographics of the location, quality of the mall, types of tenants and other requirements similar for arrangements of this nature. When applying in respect to a proposed Authorised Location or Authorised Service Location, the Company is required to submit layout and design plans with Apple Group for approval to ensure that any store complies with Apple Group's design kit.

Through the Company's arrangements with Apple Group, the Company may receive a number of additional benefits including:

- (i) PT Inetindo may use the Apple Premium Reseller Program mark in Authorised Premium Location communications in furtherance of PT Inetindo's appointment provided that that all such use complies with Apple Group's marketing guidelines, the terms and conditions of the Apple Group Arrangements and any communications from Apple Group;
- (ii) Apple Group may provide funding for flooring, fixtures, lighting, security alarms and visitor counter machines;
- (iii) Apple Group will provide store design requirements and a design kit through Apple Group's store design service. PT Inetindo may qualify for certain funding incentives provided by Apple Group provided that PT Inetindo complies with the requirements of the Apple Premium Reseller Program, uses only Apple Group approved suppliers and implements all of the features of Apple Group's store design requirements;
- (iv) Apple Group may provide other benefits such as the opportunity to participate in marketing activities and receive best-practice guidelines;
- (v) PT Inetindo may receive the opportunity to receive best-practice recommendations for the development of its business, such recommendations and guidance may include store layout, fixture design and merchandising; and
- (vi) PT Inetindo may receive design guidance including without limitation any and all specifications relating to fixtures for displaying Products.

(c) Customer Loyalty

The Company considers its ability to retain and attract customers to its stores to be a critical part of its business. The Company seeks to ensure customer loyalty and retention by providing:

- (i) a one-stop service via its retail stores that aim to cater to customer's needs through the sale of the full range of Authorised Products;
- (ii) after-sales service offerings, which includes service and maintenance for all Authorised Products; and
- (iii) customers with superior service via its in-store employees who are trained to assist customers by providing product knowledge across all product categories.

2.6 How the Group generates revenue

The Company (via PT Inetindo) generates revenue from:

- (a) sales of Authorised Products through the Company's retail store network, corporate client list and Education Customers; and
- (b) providing Authorised Services and selling Resale Products from Authorised Service Location(s).

Some of the Company's major business-to-business clients include PT Fast Retailing (Uniqlo), DBS Bank, Jakarta International School and Binus University.

The Group's revenue for the years ending 30 June 2021 and 30 June 2022 increased from A\$41,909,133 (FY2021) to A\$42,414,602 (FY2022) and the Group achieved revenue of A\$20,904,294 (HY2022) for the half-year period ending 31 December 2022.

Further details regarding the Group's financial performance are provided in Sections 5 and 6.

2.7 Strategy and Objectives

The Company's growth strategy and objectives are multi-faceted and include the following:

- (a) continuing the Company's disciplined approach to establishing new stores with regard to location and local demographics;
- (b) maintaining the Company's current reseller and supplier partnerships;
- (c) continuing to build the Company's online sales platform and expand its e-commerce capability; and
- (d) potentially expanding the Company's product offering to include gaming products.

The Company is currently investigating opportunities to be a reseller of gaming products, including but not limited to gaming headsets, keyboards, devices. The Company advises that its investigations are still at an early stage and, as at the date of this Prospectus, there is no certainty that the Company's business will expand to include gaming products.

2.8 Market Segment and Competitive Landscape

(a) Market Segment

Detailed below is an overview of key market segments in Indonesia that are relevant to the Company's business:

(i) Mobile

Indonesia is characterised by widespread mobile phone ownership, including relatively high smartphone usage, with mobile handsets forecast to account for approximately 60% of total consumer electronics spending over the next five years. Consumption patterns have been highly impacted by the COVID-19 pandemic and its associated lockdowns, which on the whole deferred consumption decisions for many households and disrupted supply chains. Between 2020 and 2021, Indonesian mobile sales increased from approximately US\$7,115.32 million to US\$7,542.24 million, including smartphone sales increasing from approximately US\$6,621.60 million to US\$7,124.84 million.

Rising incomes and population growth will likely see mobile handsets sales increase over the next five years, which will largely be directed towards the largest brands in the market, being Samsung, Xiaomi, Oppo and Vivo. Whilst its market share is much less than the

brands using the Android operating system, the iPhone has experienced steady growth in 2020 and 2021, possibly reflecting a higher number of wealthy households in Indonesia.

(ii) **PC**

The PC market is on a growth trend following the COVID-19 pandemic, with notebook sales likely to see the most significant increases in demand. This trend will be more subdued in Indonesia compared to its more developed Southeast Asian peers because of the lower proportion of its labour force working digitised jobs. A 2020 World Bank SDI survey found that only 15% of urban households and 9% of rural households have a computer in Indonesia, which by income quintile equates to the wealthiest households having an ownership rate of 29% compared to 2% for the least affluent quintile. Despite this discrepancy, the higher incidence of working from home for those in PC-facing roles will increase the attractiveness of households owning a PC vis-à-vis exclusively smartphones. Between 2020 and 2021, Indonesian PC sales increased from:

- (A) approximately 3,268,450 to 4,173,930 units; and
- (B) approximately US\$1,664.48 million to US\$2,748.78 million.

Indonesia's positive GDP growth and economic modernisation trajectory will likely increase demand for PCs as well.

The Indonesian PC market is highly competitive due to the high price-sensitivity of Indonesian consumers. The Windows operating system dominates the marketplace, with particularly strong growth in 2021 due to demand shifts caused by some households working from home. The dominant brands in this market are ASUS, Acer, Lenovo and HP, with competitive pricing usually being the dominant selling point.

(iii) **Audio**

Audio accessories complimentary to smartphone products, such as wireless speakers and wireless headphones and earphones, may grow in the next five year period due to a broad-based appeal and relatively quick replacement cycles. Between 2020 and 2021, Indonesian audio application sales increased from approximately US\$330.55 million to US\$364.93 million. Although demand for headphones grew steadily in Indonesia in 2021, the sales for Apple AirPods in more developed economies was more significant.

(b) **Competitive Landscape**

The price-sensitive nature of Indonesian consumers makes the Indonesian consumer electronics market very competitive and comprised of a number of large and well-resourced businesses. The Company faces competition from:

- (i) Other Apple retailers: iBox and Infinite;
- (ii) bricks-and-mortar retailers such as Erajaya (936 stores), Electronic City (76 stores) and Best Denki (24 stores); and
- (iii) e-commerce retailers such as Shopee, Agoda, Bilibi.com and Lazada.

3 BOARD, MANAGEMENT AND CORPORATE GOVERNANCE

3.1 Board of Directors

At the date of this Prospectus, the Board comprises of:

- (a) Mr Michael Chan – Managing Director;
- (b) Mr Djohan Widodo – Non-Executive Chairman;
- (c) Mr Michael Pixley – Non-Executive Director;
- (d) Mr Han Peng Lee – Non-Executive Director; and
- (e) Mr Stuart Usher – Non-Executive Director.

3.2 Directors' Profiles

Details of the Directors comprising the Board on Reinstatement are as follows:

(a) **Mr Michael Chan – Managing Director**

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 Board considers Mr Chan to be a non-independent executive director.

(b) **Mr Djohan Widodo – Non-Executive Chairman**

Mr Djohan Widodo is currently the Chief Executive Officer of the Senopati Group whose activities include logistics, warehousing and distribution of automotive parts for Mitsubishi vehicles in Indonesia. Mr Widodo has over 15 years of working experience with the group.

Mr Widodo graduated from the University of Southern California with a Master of Science in Industrial Engineering.

The Board considers Mr Widodo to be a non-independent non-executive director.

(c) **Mr Michael Pixley – Non-Executive Director**

Mr Michael Pixley has worked as a merchant banker specialising in strategic corporate development, joint ventures and acquisitions. Mr Pixley has over 20 years' experience in the Asian business sector and has extensive networks and relationships with key personnel in government, corporate and private sectors in the Asia Pacific region.

Mr Pixley was part of the management team of a prominent Asian group that over a period of 10 years oversaw the development of industrial properties throughout China, developments in Australia and the expansion of industrial manufacturing plants in Asia.

Mr Pixley is also a non-executive director of Credit Intelligence Ltd (ASX: CI1), Eneco Refresh Ltd (ASX: ERG), Haodex Limited (NSX: HAO) and Smart Auto Australia Limited (NSX: SAL).

The Board considers Mr Pixley to be an independent non-executive director.

(d) **Mr Han Peng Lee – Non-Executive Director**

Mr Lee is an experienced corporate executive having 15 years' experience in improving processes and cost cutting while efficiently managing office environments. Mr Lee has held the position of General Manager of HH Cement Sdn Bhd and has previously been employed by Chop Hock Huat and Standard Chartered Bank.

The Board considers Mr Lee to be a non-independent non-executive director.

(e) **Mr Stuart Usher – Non-Executive Director and Company Secretary**

Mr Stuart Usher is a certified public accountant and chartered company secretary with 25 years of broad experience in the management and corporate affairs of public listed companies. Mr Usher holds a Masters of Business Administration from the University of Western Australia and has extensive experience across many industries focusing on corporate and financial management, strategy and planning, mergers and acquisitions, and investor relations and corporate governance. Mr Usher is a director of Geneva Partners, which provides full customer focused corporate advisory service offerings.

Mr Usher is also a director and company secretary of Skin Elements Ltd (ASX: SKN) and Tian Poh Resources Ltd (ASX TPO) and a company secretary of Agency Group Ltd (ASX: AU1), Firefinch Ltd (ASX: FFX), Norwood Systems Ltd (ASX: NOR), Ozz Resources Ltd (ASX: OZZ) and Tennant Minerals Ltd (ASX: TMS).

The Board considers Mr Usher to be an independent non-executive director.

3.3 Interests of Directors

No Director of the Company (or entity in which they are a partner or director) has, or has had in the two years before the date of this Prospectus, any interests in:

- (a) the formation or promotion of the Company;
- (b) property acquired or proposed to be acquired by the Company in connection with its formation or promotion of the Offer; or
- (c) the Offer, and

no amounts have been paid or agreed to be paid and no value or other benefit has been given or agreed to be given to:

- (d) any Director to induce him to become, or to qualify as, a Director; or
- (e) any Director for services which he (or an entity in which they are a partner or director) has provided in connection with the formation or promotion of the Company or the Offer,

except as disclosed in this Prospectus.

3.4 Security holdings of Directors

As at the date of this Prospectus, the securities held by each of the Directors are as follows:

Director ¹	Shares
Mr Michael Chan	47,509,646 ²
Mr Djohan Widodo	-
Mr Michael Pixley	988,750
Mr Han Peng Lee	19,309,090
Mr Stuart Usher	-

Notes:

1. Subject to the Company obtaining the requisite shareholder approvals, the Company intends to issue 5,000,000 performance rights each to Messrs Chan, Pixley and Usher. It is presently envisaged that the performance rights will vest into Shares upon the satisfaction of the following milestones:
 - (a) 1/3 of the performance rights will vest if the VWAP of Shares for 15 consecutive trading days before the date that is 5 years from the date of grant is at least A\$0.026 (or the equivalent in the event of a capital reorganisation);
 - (b) 1/3 of the performance rights will vest upon 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); and
 - (c) 1/3 of the performance rights will vest upon 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).
2. Comprises:
 - (a) 24,199,646 Shares held by Mr Chan directly; and
 - (b) 23,310,000 Shares held by HSBC Custody Nominees (Australia) Ltd on behalf of Mr Chan.

Directors may hold their interests in the Company's securities shown above directly or indirectly through holdings by companies or trusts.

3.5 Remuneration of Directors

The Company has entered into:

- (a) executive services agreement with Mr Michael Chan as detailed in Section 8.1; and
- (b) letters of appointment with Messrs Djohan Widodo, Michael Pixley, Han Peng Lee and Stuart Usher as detailed in Section 8.2.

A summary of the remuneration and fees of the Directors as at the date of this Prospectus is as follows:

Director	A\$
Mr Michael Chan	120,000
Mr Djohan Widodo	36,000
Mr Michael Pixley	36,000
Mr Han Peng Lee	36,000
Mr Stuart Usher	24,000

3.6 Related Party Transactions

The Company has entered into the following related party transactions:

- (a) executive services agreement with Mr Michael Chan (refer to Section 8.1 for details);
- (b) letters of appointment with Messrs Djohan Widodo, Michael Pixley, Han Peng Lee and Stuart Usher (refer to Section 8.2 for details);
- (c) deeds of indemnity, insurance and access with each of the Directors (refer to Section 8.3 for details); and
- (d) an agreement with Geneva Partners, an entity that Mr Stuart Usher (a Director) is a director of, for the provision of the company secretarial services (refer to Section 8.4 for details).

At the date of this Prospectus, no other material transactions with related parties and Directors' interests exist that the Directors are aware of, other than those disclosed in the Prospectus.

3.7 Corporate Governance Review

The Company has undertaken an extensive review of its corporate governance policies and processes. Refer to Section 2.2(d) for the key findings of the Corporate Governance Review.

The key recommendations of the Corporate Governance Review are that:

- (a) the Board and senior executives engage in professional development to ensure all Directors are aware of their obligations and duties;
- (b) Board meetings occur every month (and more frequently as required), and must be properly structured with a Board pack to be circulated ahead of the Board meetings that is retained on company secretarial files. The monthly pack should include as standing items of business:
 - (i) a personal interest register for all Directors and key management personnel which they are obligated to keep up to date with any disclosures with regard to said register being the first item of business at each Board meeting;
 - (ii) a register which lists all parties falling under Chapter 2E of the Corporations Act and/or Chapter 10 of the Listing Rules;
 - (iii) reporting of any matters that may relate to the Company's continuous disclosure obligations; and

- (iv) reporting of any non-compliance with any corporate governance practices, processes or systems;
- (c) the Board implement internal controls at each corporate level in the corporate group to ensure that related party transactions / sales are not entered into without express Board consent, including but not limited to:
 - (i) instructing all senior operational personnel not to undertake any transactions, irrespective of transaction value, with certain people (such as those parties detailed on the register referred to Section 3.7(b)(ii) above) without express Board approval; and
 - (ii) ensuring that all senior key management personnel are aware of which persons are related parties of the Company;
- (d) Board practices, processes and systems are implemented to assist in ensuring compliance with statutory and fiduciary duties, such as duties to avoid conflicts of interest. For example, section 195 of the Corporations Act and the common law must be complied with (in relation to disclosure and management of conflicts) and any conflicted matters must be dealt with by independent Directors with no personal interest or (in the absence of a quorum of independent Directors) by Shareholders in a general meeting under the Corporations Act;
- (e) when considering the appointment of a new Director, the Board identify at the beginning of the process before considering any new appointees, the needs of the Board in terms of:
 - (i) needed skills to assist in the strategic direction of the Company;
 - (ii) the need for the Company to comply with the requirements under section 201A(2) of the Corporations Act;
 - (iii) consideration of the diversity of the Board;
 - (iv) how potential conflicts will be noted and then addressed;
 - (v) identifying candidate's directorships in other public companies;
 - (vi) determining the appropriate independent checks that will be required; and
 - (vii) developing an appropriate induction program for a successful candidate;
- (f) the Board undertake appropriate checks for each candidate for the Board and the Company's senior management regarding (non-exhaustively) a candidate's:
 - (i) bankruptcy history;
 - (ii) criminal / police history;
 - (iii) relevant qualifications (i.e. require that candidates provide authorised copies of any evidentiary documents);
 - (iv) any applicable professional organisation history (i.e. require references from relevant legal practice boards, international accounting associations etc.);
 - (v) citizenship or residency status; and
 - (vi) reference checks,

before appointing a candidate, particularly with regard to Director appointments so that security holders are provided with all material information in the Company's possession relevant to security holders' decision to elect or re-elect a Director;
- (g) prior to entering into any proposed transaction (particularly any related party transaction), the Board conduct a legal and regulatory compliance review, such as concerning fiduciary duties, Listing Rules, Corporations Act, constitution and common law compliance including, but not limited to, continuous disclosure requirements (in conjunction with critical analysis of the personal interests register, conducting relevant due diligence and obtaining relevant legal, tax, financial, accounting and other advice);

- (h) prepare all ASX announcements in accordance with ASX Guidance Note 8, and ensure practices, processes and systems are in place to release announcements immediately and without delay when required for continuous disclosure or periodic disclosure purposes (noting that these requirements continue to apply during SRY's suspension from trading on ASX);
- (i) the Company ensures legal compliance and, as appropriate, undertakes due diligence when lodging any ASX announcements or documents to be lodged with the ASX and other regulatory agencies such as ASIC (whilst also ensuring compliance with applicable legal requirements at all times – e.g. requesting trading halts in the appropriate circumstances when needed for the purpose of managing the Company's continuous disclosure obligations);
- (j) having regard to:
 - (i) the Company's Corporate Governance Plan which requires that the Board monitor the need for a formal internal audit function and its scope; and
 - (ii) the Board's lack of an internal audit function,

the Board consider appointing an internal auditor/consultant to assist the Board in the implementation of the matters raised in the Review (as summarised in this announcement);
- (k) having regard to the Board's responsibility for determining the risk management system and overseeing the management practices, processes and systems to ensure effective risk identification and management and compliance with internal guidelines and external guidelines:
 - (i) the Board engage a consultant to prepare a risk management plan and strategy. This will require the identification of risks in all operating areas, the potential impact of those identified risks, the likelihood of the risks occurring and the impact of the risks. Practices, processes and systems can be identified that mitigate the identified risks;
 - (ii) the risk management plan and strategy consider other legislative and regulatory requirements of the other countries in which the Group operates. The development of the risk management plan and strategy needs to ensure the risks from all countries in which the Group has a presence are properly considered and assessed. The Group also take appropriate legal advice in each relevant jurisdiction; and
 - (iii) as a part of the consultant's brief detailed in Sections 3.7(k)(i) and 3.7(k)(ii), the reporting process required once the risk management plan and strategy has been completed can be developed to reflect best practice and the requirements of the Company's Risk Management Policy and the Corporate Governance Plan;
- (l) noting that:
 - (i) the Company's Nomination Committee, or in this the case the Board, has a duty and responsibility to "identify and recommend to the Board candidates for the Board after considering the necessary and desirable competencies of new Board members to ensure the appropriate mix of skills and experience and after assessment of how the candidates can contribute to the strategic direction of the Company"; and
 - (ii) the Board has a skills matrix which has not been formally reviewed or tabled at the time of any new Director appointments or on an annual basis,

the Board should develop a succession plan to maintain an appropriate balance of skills and experience on the Board based upon a review of the skills matrix. Should gaps be identified, the Board should consider supplementing those gaps via sourcing internal or external expertise;
- (m) the format of the Board's minutes of meetings are improved to reflect the Australian Institute of Company Directors (AICD) / Governance Institute of Australia – Joint Statement on Board minutes August 2019, which provides that board minutes include details regarding minutes of the previous meetings, materials distributed before and during the meeting, proceedings of the meeting and resolutions made, closing time and chair signature; and
- (n) having regard to the broad findings and recommendations detailed in the Review:
 - (i) the Board engage a consultant to commence work on developing a risk management plan, strategy and mitigation plan that encompasses risks in all areas of operation. The area of risk management should be included as a standing item on the Board agenda for meetings;

- (ii) the Board, to ensure the recommendations of the Review are adhered to and practices, processes and systems followed, implements an external corporate governance committee (**Governance Committee**) and considers via the Governance Committee the engagement of an internal audit function to assist in providing to the Governance Committee assurance that the agreed enhanced practices, processes and systems are implemented and adhered to;
- (iii) the Board ensures that the corporate governance measures and controls bind, and are carried out, at all levels of the Group and that applicable foreign legal and regulatory requirements are also complied with (such as in Indonesia and Singapore). External advice must be sought in each relevant jurisdiction as required to achieve that purpose; and
- (iv) the Board considers enforcing accountability for corporate governance performance by implementing measures such that a portion of Board and management remuneration is at-risk and contingent on that performance. The Board should:
 - (A) introduce a program of continuous professional development to Board members to enhance skill sets; and
 - (B) establish the Governance Committee as soon as possible to provide a monitoring function to ensure the recommendations of the Review are implemented as soon as possible.

3.8 ASX Corporate Governance Council Principles and Recommendations

The Company has adopted comprehensive systems of control and accountability as the basis for the administration of corporate governance. The Board is committed to administering the Company's policies and procedures with openness and integrity, and pursuing the true spirit of corporate governance commensurate with the Company's needs. To the extent applicable, the Company has adopted the Recommendations.

In light of the Company's size and nature, the Board considers that the current Board composition and structure is a cost effective and practical method of directing and managing the Company. As the Company's activities develop in size, nature and scope, the size of the Board and the implementation of additional corporate governance policies and structures will be reviewed.

The Company's main corporate governance policies and practices at the date of this Prospectus are detailed below. The Company's full Corporate Governance Plan is available in a dedicated corporate governance information section of the Company's website at <https://www.Story-i.com.au/>.

(a) Board of Directors

The Board is responsible for the corporate governance of the Company. The Board develops strategies for the Company, reviews strategic objectives and monitors performance against those objectives. Clearly articulating the division of responsibilities between the Board and management will help manage expectations and avoid misunderstandings about their respective roles and accountabilities.

In general, the Board assumes (amongst others) the following responsibilities:

- (i) providing leadership and setting the strategic objectives of the Company;
- (ii) appoint, monitor and manage the performance of the management team;
- (iii) undertaking appropriate checks before appointing a person, or putting forward to security holders a candidate for election, as a director;
- (iv) overseeing management's implementation of the Company's strategic objectives and its performance generally;
- (v) approving operating budgets and major capital expenditure;
- (vi) overseeing the integrity of the company's accounting and corporate reporting systems including the external audit;

- (vii) overseeing the company's process for making timely and balanced disclosure of all material information concerning the Company that a reasonable person would expect to have a material effect on the price or value of the Company's securities;
- (viii) ensuring that the Company has in place an appropriate risk management framework and setting the risk appetite within which the board expects management to operate; and
- (ix) monitoring the effectiveness of the Company's governance practices.

The Company is committed to ensuring that appropriate checks are undertaken before the appointment of a Director and has in place written agreements with each Director which detail the terms of their appointment.

(b) Composition of the Board

Election of Board members is substantially the province of the Shareholders in a general meeting. On Reinstatement, the Board will comprise of one Executive Director and four Non-Executive Directors. As the Company's activities develop in size, nature and scope, the composition of the Board and the implementation of additional corporate governance policies and structures will be reviewed.

(c) Identification and management of risk

The Board's collective experience will assist in the identification of the principal risks that may affect the Company's business. Key operational risks and their management will be recurring items for deliberation at Board meetings.

(d) Independence of the Board

The Board is responsible for the overall governance of the Company. Issues of substance affecting the Company are considered by the Board, with advice from external advisers as required. Each Director must bring an independent view and judgment to the Board and must declare all actual or potential conflicts of interest on an ongoing basis. Any issue concerning a Director's ability to properly act as a Director must be discussed at a Board meeting as soon as practicable, and a Director may not participate in discussions or resolutions pertaining to any matter in which the Director has a material personal interest.

The Board considers an independent Director to be a non-executive Director who is not a member of management and who is free of any business or other relationship that could materially interfere with or reasonably be perceived to interfere with the independent and unfettered exercise of their judgement. The Board has adopted a definition of independence that is based on the definitions in the Recommendations. The Board will consider the materiality of any given relationship on a case-by-case basis. The Board regularly assesses the independence of each Director.

The Board considers that Messrs Michael Pixley and Stuart Usher (each a non-executive Director) are free from any interest, position, association or relationship that may influence or reasonably be perceived to influence, the independent exercise of the Director's judgement and that each of them is able to fulfil the role of independent Director for the purpose of the Recommendations.

Having regard to the definition of independence, the Board considers that Messrs Michael Chan, Djohan Widodo and Han Peng Lee are not independent. Accordingly, there are two independent Directors. The Board considers that each of the independent non-executive Directors brings an objective and independent judgement to the Board's deliberations and that each of the independent non-executive Directors make a valuable contribution to the Company through the skills they bring to the Board and their understanding of the Company's business.

(e) Ethical standards

The Board is committed to the establishment and maintenance of appropriate ethical standards.

(f) Independent professional advice

Subject to the chair's approval (not to be unreasonably withheld), the Directors, at the Company's expense, may obtain independent professional advice on issues arising in the course of their duties.

(g) Nomination and Remuneration Committee

The Company has adopted a Nomination and Remuneration Committee Charter but has not established a Remuneration and Nomination Committee. The Directors consider that the Company is currently not of a size, nor are its affairs of such complexity as to justify the formation of a Nomination and Remuneration Committee. The responsibilities of a Nomination and Remuneration Committee are currently carried out by the full Board operating under the Nomination and Remuneration Committee Charter.

The Constitution provides that the Non-Executive Directors will be paid by way of remuneration for their services as Directors a yearly sum not exceeding the aggregate sum from time to time determined by the Company in a general meeting, or until so determined, as the Directors resolve (subject to complying with the Listing Rules). Until a different amount is determined, the amount of the total remuneration is A\$500,000 per annum.

In addition, subject to any necessary Shareholder approval, a Director may be paid fees or other amounts as the Directors determine where a Director performs special duties or otherwise performs services outside the scope of the ordinary duties of a Director (e.g. non-cash performance incentives such as options).

Directors are also entitled to be paid reasonable travel and other expenses incurred by them in the course of the performance of their duties as Directors.

The Board reviews and approves the Company's remuneration policy in order to ensure that the Company is able to attract and retain senior management and Directors who will create value for Shareholders, having regard to the amount considered to be commensurate for an entity of the Company's size and level of activity as well as the relevant Directors' time, commitment and responsibility.

The Board is also responsible for reviewing any employee incentive and equity-based plans including the appropriateness of performance hurdles and total payments proposed.

(h) Trading policy

The Board has adopted a policy that sets out the guidelines on the sale and purchase of securities in the Company by its key management personnel (i.e. Directors, and, if applicable, any employees reporting directly to the Board). The policy generally provides that the written acknowledgement of the chair (or the Board in the case of the chair) must be obtained prior to trading.

(i) Diversity, Equality and Inclusion policy

The Board values diversity and recognises the benefits it can bring to the organisation's ability to achieve its goals. Accordingly, the Company has set in place a diversity, equality and inclusion policy. This policy details the Company's broad diversity objectives in relation to gender, age, cultural background and ethnicity. It includes requirements for the Board to establish measurable objectives for achieving diversity, equality and inclusiveness and for the Board to assess annually both the objectives, and the Company's progress in achieving them.

(j) Audit and Risk Committee

The Company has adopted an Audit and Risk Committee Charter but has not established an Audit and Risk Committee. The role of the Audit and Risk Committee has been assumed by the full Board operating under the Audit and Risk Committee Charter. The Audit and Risk Committee Charter includes, but is not limited to, monitoring and reviewing any matters of significance affecting financial reporting and compliance, the integrity of the financial reporting of the Company, the Company's internal financial control system and the Company's risk management systems, the identification and management of business, economic, health and safety, environmental and social sustainability risk and the external audit function.

(k) External audit

The Company in general meetings is responsible for the appointment of the external auditors of the Company, and the Board from time to time will review the scope, performance and fees of those external auditors following the recommendation from the Audit and Risk Committee.

(l) Internal audit

The Company does not have an internal audit function. The Board considers the Audit and Risk Committee and financial control function in conjunction with its risk management policy is sufficient for a Company of its small size and lack of complexity.

(l) **Whistleblower policy**

The Company has adopted a whistleblower policy to ensure concerns regarding unacceptable conduct including breaches of the Company's code of conduct can be raised on a confidential basis, without fear of reprisal, dismissal or discriminatory treatment. The Company is committed to creating and maintaining a culture of corporate compliance and ethical behaviour in which employees are responsible and accountable and behave with honesty and integrity.

3.9 Departures from the Recommendations

The Company is required to report any departures from the Recommendations in its annual financial report or a separate corporate governance statement uploaded to the ASX platform.

The Company's departures from the Recommendations at the date of this Prospectus are detailed in the table below.

Principles and Recommendations	Explanation for Departure
<p>Recommendation 1.5 A listed entity should:</p> <ul style="list-style-type: none"> (a) have and disclose a diversity policy; (b) through its board or a committee of the board set measurable objectives for achieving gender diversity in the composition of its board, senior executives and workforce generally; and (c) disclose in relation to each reporting period: <ul style="list-style-type: none"> (i) the measurable objectives set for that period to achieve gender diversity; (ii) the entity's progress towards achieving those objectives; and (iii) either: <ul style="list-style-type: none"> (A) the respective proportions of men and women on the board, in senior executive positions and across the whole workforce (including how the entity has defined "senior executive" for these purposes); or (B) if the entity is a "relevant employer" under the Workplace Gender Equality Act, the entity's most recent "Gender Equality Indicators", as defined in and published under that Act. <p>If the entity was in the S&P / ASX 300 Index at the commencement of the reporting period, the measurable objective for achieving gender diversity in the composition of its board should be to have not less than 30% of its directors of each gender within a specified period.</p>	<ul style="list-style-type: none"> (a) The Company has adopted a Diversity Policy which provides a framework for the Company to establish and achieve measurable diversity objectives, including in respect of gender diversity. The Diversity Policy allows the Board to set measurable gender diversity objectives, if considered appropriate, and to assess annually both the objectives, if any have been set, and the Company's progress in achieving them. The Diversity Policy is available on the Company's website. (b) The Company's Diversity Policy provides that the Board is responsible for designing and overseeing the implementation of the Diversity Policy. The Diversity Policy also requires the Board to develop initiatives that will promote and achieve diversity goals. In the absence of a Remuneration and Nomination Committee, the Board is responsible for reviewing the Diversity Policy and providing the Board with an annual report on the status of diversity within the Company and the effectiveness of the measurable objectives for achieving gender diversity (if any). The Board has not yet set measurable objectives for achieving gender diversity. At this stage in the Company's development, the Board does not consider it practicable to set measurable gender diversity objectives. However, the Board will ensure all efforts are made to ensure diverse Board and key management personnel with respect to future appointments. In the event that the Company's employee numbers grow to a level where it becomes practical, the Board will reconsider setting measurable objectives to assist the Company to achieve gender diversity and review the Company's progress in meeting these objectives and the effectiveness of these objectives each year.
Recommendation 1.7	The Board is responsible for evaluating the senior

Principles and Recommendations	Explanation for Departure
<p>A listed entity should have and disclose a process for periodically evaluating the performance of senior executives and whether a performance evaluation was undertaken in the reporting period in accordance with that process.</p>	<p>executives. Induction procedures are in place and senior executives have formal job descriptions which includes the process for evaluating their performance.</p> <p>There was no formal performance evaluation completed of the senior executives or the directors during the financial year to date. Further details are disclosed in the Company's annual report for the financial year ending 30 June 2022. As detailed in the Corporate Governance Review, the Board intends to ensure that appropriate procedures are effected (and supporting documentation and checklists utilised) in order to (amongst other things) arrange a performance review of its operation of the duties of the absent Nomination Committee by an appropriately qualified third party.</p>
<p>Recommendation 2.1</p> <p>The board of a listed entity should:</p> <p>(a) have a nomination committee which:</p> <ul style="list-style-type: none"> (i) has at least three members, a majority of whom are independent directors; and (ii) is chaired by an independent director, <p>and disclose:</p> <ul style="list-style-type: none"> (iii) the charter of the committee; (iv) the members of the committee; and (v) as at the end of each reporting period, the number of times the committee met throughout the period and the individual attendances of the members at those meetings; or <p>(b) if it does not have a nomination committee, disclose that fact and the processes it employs to address board succession issues and to ensure that the board has the appropriate balance of skills, knowledge, experience, independence and diversity to enable it to discharge its duties and responsibilities effectively.</p>	<p>The Company has adopted a Nomination and Remuneration Committee Charter but has not established a Remuneration and Nomination Committee. The Directors consider that the Company is currently not of a size, nor are its affairs of such complexity as to justify the formation of a Nomination and Remuneration Committee. The responsibilities of a Nomination and Remuneration Committee are currently carried out by the full Board operating under the Nomination and Remuneration Committee Charter. The Board believes no efficiencies or other benefits could be gained by establishing a separate Nomination and Remuneration Committee.</p> <p>The Corporate Governance Review provided a number of recommendations for the Board to consider with respect to its operation of the absent Nomination and Remuneration Committee (refer to Section 3.7). The Board intends to implement these recommendations in full.</p>
<p>Recommendation 2.2</p> <p>A listed entity should have and disclose a Board skills matrix setting out the mix of skills and diversity that the Board currently has or is looking to achieve in its membership.</p>	<p>The Board reviews capabilities, technical skills and personal attributes of its directors. It will normally review the Board's composition against those attributes and recommend any changes in Board composition that may be required. An essential component of this will be the time availability of Directors. Whilst the Board does have a matrix chart it was not formally reviewed or tabled at board meetings with respect to new appointments during the period. Based upon the review of the skills matrix, the Board intends to develop a succession plan to maintain an appropriate balance of skills and experience on the Board.</p>

Principles and Recommendations	Explanation for Departure
Recommendation 2.5 The Chair of the Board of a listed entity should be an independent director.	Mr Djohan Widodo is a non-executive director; however he is not classed as an independent director and the Company does therefore not satisfy this recommendation.
Recommendation 2.6 A listed entity should have a program for inducting new directors and provide appropriate professional development opportunities for directors to develop and maintain the skills and knowledge needed to perform their role as directors effectively.	The Board Charter provides for induction and professional development for the Board. No formal discussions at Board level were held during the period. As noted in the Corporate Governance Review (refer to Section 3.7), the Board intends to: <ul style="list-style-type: none"> • implement practices, processes and systems such that on appointing a new Director, the Board ensures that a proper and documented induction program is provided to the new Director; and • introduce a program of continuous professional development to Board members to enhance skill sets.
Recommendation 3.4 A listed entity should have and disclose an anti-bribery and corruption policy; and ensure that the board or committee of the board is informed of any material breaches of that policy.	The Company has not yet adopted this policy and is in the process of review.
Recommendation 4.1 The board of a listed entity should: <p>(a) have an audit committee which:</p> <ul style="list-style-type: none"> (i) has at least three members, all of whom are non-executive directors and a majority of whom are independent directors; and (ii) is chaired by an independent director, who is not the chair of the board, and disclose: <ul style="list-style-type: none"> (iii) the charter of the committee; (iv) the relevant qualifications and experience of the members of the committee; and (v) in relation to each reporting period, the number of times the committee met throughout the period and the individual attendances of the members at those meetings; or <p>(b) if it does not have an audit committee, disclose that fact and the processes it employs that independently verify and safeguard the integrity of its corporate reporting, including the processes for the appointment and removal of the external auditor and the rotation of the audit engagement partner.</p>	The Company has adopted an Audit and Risk Committee Charter but has not established an Audit and Risk Committee. The role of the Audit and Risk Committee has been assumed by the full Board operating under the Audit and Risk Committee Charter. The Audit and Risk Committee Charter includes, but is not limited to, monitoring and reviewing any matters of significance affecting financial reporting and compliance, the integrity of the financial reporting of the Company, the Company's internal financial control system and the Company's risk management systems, the identification and management of business, economic, health and safety, environmental and social sustainability risk and the external audit function. The Corporate Governance Review provided a number of recommendations for the Board to consider with respect to its operation of the absent Audit and Risk Committee (refer to Section 3.7). The Board intends to implement these recommendations in full.
Recommendation 4.2 The Board of a listed entity should, before it approves the Company's financial statements for a financial period, receive from its CEO and CFO a declaration that,	This recommendation is included as part of the Audit and Risk Committee Charter adopted by the Board. The Managing Director, Mr Michael Chan, signs the CEO declaration prior to the approval of the financial statements, as the Company does

Principles and Recommendations	Explanation for Departure
<p>in their opinion, the financial records of the entity have been properly maintained and that the financial statements comply with the appropriate accounting standards and give a true and fair view of the financial position and performance of the entity and that the opinion has been formed on the basis of a sound system of risk management and internal control which is operating effectively.</p>	<p>not have a CEO or CFO at holding entity level, being Story-i Limited. PT Inetindo does have a CEO and a Financial Controller fulfilling these responsibilities. Though not formally documented at Board level, the financial statements are reviewed and approved by the Board.</p>
<p>Recommendation 7.1 The board of a listed entity should:</p> <p>(a) have a committee or committees to oversee risk, each of which:</p> <ul style="list-style-type: none"> (i) has at least three members, a majority of whom are independent directors; and (ii) is chaired by an independent director, <p>and disclose:</p> <ul style="list-style-type: none"> (iii) the charter of the committee; (iv) the members of the committee; and (v) as at the end of each reporting period, the number of times the committee met throughout the period and the individual attendances of the members at those meetings; or <p>(b) if it does not have a risk committee or committees that satisfy (a) above, disclose that fact and the processes it employs for overseeing the entity's risk management framework.</p>	<p>The Company has adopted an Audit and Risk Committee Charter but has not established an Audit and Risk Committee. The role of the Audit and Risk Committee has been assumed by the full Board operating under the Audit and Risk Committee Charter. The Audit and Risk Committee Charter includes, but is not limited to, monitoring and reviewing any matters of significance affecting financial reporting and compliance, the integrity of the financial reporting of the Company, the Company's internal financial control system and the Company's risk management systems, the identification and management of business, economic, health and safety, environmental and social sustainability risk and the external audit function. The Corporate Governance Review provided a number of recommendations for the Board to consider with respect to its operation of the absent Audit and Risk Committee (refer to Section 3.7). The Board intends to implement these recommendations in full.</p>
<p>Recommendation 7.2 The board or a committee of the board should:</p> <p>(a) review the entity's risk management framework at least annually to satisfy itself that it continues to be sound and that the entity is operating with due regard to the risk appetite set by the board; and</p> <p>(b) disclose, in relation to each reporting period, whether such a review has taken place.</p>	<p>The Board considers risks and discusses risk management at each Board meeting. As part of this all risks are considered including but not limited to strategic, operational, legal, reputation and financial risks. This is an on-going process rather than an annual formal review. As the Company's operations grow and evolve, the Board will reconsider the need for a more formal system of identifying, assessing, monitoring and managing risk in the Company.</p>
<p>Recommendation 7.3 A listed entity should disclose:</p> <p>(a) if it has an internal audit function, how the function is structured and what role it performs; or</p> <p>(b) if it does not have an internal audit function, that fact and the processes it employs for evaluating and continually improving the effectiveness of its risk management and internal control processes.</p>	<p>The Company does not have an internal audit function but reviews its risk management and internal control processes on a regular basis. The Board considers that an internal audit function is not currently necessary given the current size and scope of the Company's operations. As the Company's operations grow and evolve, the Board will reconsider the appropriateness of creating an internal audit function. The Board has engaged Hall Chadwick as an external consultant to assist preparing a risk management plan and strategy and will then assist the Board in its implementation and</p>

Principles and Recommendations	Explanation for Departure
	monitoring.
<p>Recommendation 8.1</p> <p>The board of a listed entity should:</p> <p>(a) have a remuneration committee which:</p> <ul style="list-style-type: none"> (i) has at least three members, a majority of whom are independent directors; and (ii) is chaired by an independent director, <p>and disclose:</p> <ul style="list-style-type: none"> (iii) the charter of the committee; (iv) the members of the committee; and (v) as at the end of each reporting period, the number of times the committee met throughout the period and the individual attendances of the members at those meetings; or <p>(b) if it does not have a remuneration committee, disclose that fact and the processes it employs for setting the level and composition of remuneration for directors and senior executives and ensuring that such remuneration is appropriate and not excessive.</p>	<p>The Company has adopted a Nomination and Remuneration Committee Charter but has not established a Remuneration and Nomination Committee. The Directors consider that the Company is currently not of a size, nor are its affairs of such complexity as to justify the formation of a Nomination and Remuneration Committee. The responsibilities of a Nomination and Remuneration Committee are currently carried out by the full Board operating under the Nomination and Remuneration Committee Charter. The Board believes no efficiencies or other benefits could be gained by establishing a separate Nomination and Remuneration Committee.</p> <p>Remuneration of Directors and Key Management Personnel is determined with regard to the performance of the Company, the performance and skills and experience of the particular person and prevailing remuneration expectations in the market.</p> <p>The Board will devote times on an annual basis to discuss the level and composition of remuneration for the Directors and Key Management Personnel and will ensure such remuneration is appropriate and not excessive. Details of remuneration of Directors and Key Management Personnel are disclosed in the Remuneration Report in the Annual Report. The full Board determines all compensation arrangements for Directors. It is also responsible for setting performance schemes, superannuation entitlements, retirement and termination entitlements and professional indemnity and liability insurance cover.</p> <p>Non-Executive Directors' fees are paid within an aggregate limit which is approved by the shareholders from time to time.</p> <p>There are no termination or retirement benefits for Non-Executive Directors (other than for superannuation). Non-Executive Directors may be offered options as part of their remuneration, subject to shareholder approval.</p> <p>The Corporate Governance Review provided a number of recommendations for the Board to consider with respect to its operation of the absent Nomination and Remuneration Committee (refer to Section 3.7). The Board intends to implement these recommendations in full.</p>

4 RISK FACTORS

The Shares are considered highly speculative. An investment in the Company is not risk free. The proposed future activities of the Company are subject to a number of risks and other factors which may impact its future performance. Some of these risks can be mitigated by the use of safeguards and appropriate controls. However, many of the risks are outside the control of the Directors and management of the Company and cannot be mitigated.

The risks detailed in this Section 4 is not an exhaustive list of the risks faced by the Company or by investors in the Company. It should be considered in conjunction with other information in this Prospectus. The risk detailed in, and others not specifically referred to, this Section 4 may in the future materially affect the financial performance and position of the Company and the value of the Shares offered under this Prospectus. The Shares to be issued pursuant to this Prospectus carry no guarantee with respect to the payment of dividends, return of capital or the market value of those Shares. The risks detailed in this Section 4 also necessarily include forward looking statements. Actual events may be materially different to those detailed and may therefore affect the Company in a different way.

Investors should be aware that the performance of the Company may be affected and the value of the Shares may rise or fall over any given period. None of the Directors or any person associated with the Company guarantee the Company's performance, the performance of the Shares the subject of the Offer or the market price at which the Shares will trade. The Directors strongly recommend that potential investors consider the risks detailed in this Section 4, together with information detailed elsewhere in this Prospectus, and consult their professional advisers, before they decide whether or not to apply for Shares.

4.1 Company Specific Risks

(a) Reinstatement Risk

The Company has been suspended since 24 March 2021. ASX has provided the Company with a conditional reinstatement letter advising that there are a number of conditions that must be satisfied before ASX would reinstate the Shares to the Official List (refer to Section 9.3 for further details). To the best of the Company's knowledge, the Company has no reason to believe that ASX will not reinstate the Shares to the Official List, subject to the Company satisfying the Reinstatement Conditions. The Reinstatement Conditions are subject to any other information or conditions required or imposed by ASX.

This Prospectus has been issued to assist the Company to comply with these requirements. There is a risk that the Company may not be able to satisfy the Reinstatement Conditions. Further, ASX may change, vary or impose additional conditions which the Company may not be able to satisfy to enable the Shares to recommence trading on ASX.

Reinstatement to the Official List is at the discretion of ASX and will be subject to compliance with the Listing Rules and the Corporations Act. If the Company does not satisfy the Reinstatement Conditions, the Company will not achieve Reinstatement. If the Shares are not reinstated to the Official List by 27 March 2023, the Company will be removed from the Official List.

(b) Apple Group Arrangements

The ability of the Company to achieve its business objectives significantly depends on the performance by the Group of its contractual obligations pursuant to the Apple Group Arrangements (refer to Section 8.5 for further details). The Group's revenue derived from the Apple Group Arrangements is significant, with:

- (i) 93.5% of the Group's revenue for the half-year ending 31 December 2022 and 93.8% of the Group's revenue for the year ending 30 June 2022 derived from sales of Authorised Products;
- (ii) 1.1% of the Group's revenue for the half-year ending 31 December 2022 and 1.3% of the Group's revenue for the year ending 30 June 2022 derived from providing Authorised Services; and
- (iii) 5.4% of the Group's revenue for the half-year ending 31 December 2022 and 4.9% of the Group's revenue for the year ending 30 June 2022 derived from selling Resale Products.

If the Group defaults in the performance of its obligations pursuant to the Apple Group Arrangements, Apple Group may seek a legal remedy and/or may terminate the Apple Group

Arrangements, which could be costly for the Group and significantly adversely impact on the Group's operations and performance. Apple Group (and PT Inetindo) may also terminate the Apple Group Arrangements for convenience on 30 days' written notice.

Whilst PT Inetindo has a non-exclusive, non-transferable, revocable and limited license to use the Apple Group marks solely to:

- (i) promote and sell Products in Indonesia subject to PT Inetindo complying with the Reseller Agreement and guidelines issued by Apple; and
- (ii) service products and sell Resale Products in Indonesia subject to PT Inetindo complying with the Service Provider Agreement and guidelines issued by Apple Group,

there is a risk that any unauthorised use of Apple Group marks may lead to possible legal action and termination of the Apple Group Arrangements by Apple Group.

The Apple Arrangements provide that PT Inetindo will defend, hold harmless and indemnify Apple Group, its subsidiaries and affiliates, and their respective officers, directors, employees and agents from and against any claim or threat of claim or proceeding brought by a third party against Apple Group arising out of the acts and/or omissions of PT Inetindo (including its subsidiaries or affiliates and their officers, directors, employees, agents or contractors). Accordingly, PT Inetindo (and accordingly the Group) may be required to indemnify Apple Group in certain circumstances.

The Apple Group Arrangements expire and will terminate on 31 December 2023. The Company has no reason to expect that the Apple Group Arrangements will not be renewed or replaced (as they have in the past) but there remains a risk that renewal or replacement may not occur (for whatever reason). There is also a risk that any amendments sought by Apple Group to renew or replace the Apple Group Arrangements may be on less favourable terms for the Group.

(c) Indonesian retail environment and general economic conditions may worsen

Many of the Authorised Products are discretionary goods for consumers and, as a result, sales levels are sensitive to consumer sentiment. The Group's offering of Authorised Products, and its financial and operating performance, may be affected by changes in consumers' disposable incomes, or their preferences as to the utilisation of their disposable incomes. Any reduction in the disposable incomes of the Group's customers as a result of changes to factors such as economic outlook, unemployment levels and taxation may decrease consumer confidence and consumer demand, which may subsequently result in lower levels of revenue and profitability.

(d) Requirement to raise additional funds

The Company may seek to raise additional equity, debt or hybrid capital in the future. The Company's ability to raise further capital within an acceptable time, or in sufficient amounts and on terms acceptable to it is not guaranteed, and may vary according to a number of factors specific to the Company and its business and financial and share markets generally.

Any additional equity financing may be dilutive to Shareholders, may be undertaken at lower prices than the Company's share price upon Reinstatement or may involve restrictive covenants which may limit the Company's operations and business strategy. Debt financing, if available, may involve restrictions on financing and operating activities. There can be no assurance that such funding will be available on terms suitable to the Company or at all when required. If the Company is unable to obtain additional funding, it may be required to reduce, delay or suspend its operations which may result in a material adverse effect on the Company's activities and its ability to continue as a going concern.

(e) Reliance on suppliers

The Group is reliant on its major suppliers, in particular Apple Group. The Group's success depends on its ability to maintain good relationships with and retain suppliers. The agreements with suppliers are subject to review and renewal on a periodic basis. In the event that the agreements are terminated or not renewed upon their expiry date, or if the agreements are renewed on less favourable terms, the business and financial performance will be adversely affected.

There is also no guarantee that the suppliers will be able to supply sufficient quantities of products to the Group as and when required. In the event that the Group cannot meet the demands of its customers, the business and profitability will be materially affected.

The Group's ability to remain as an authorised reseller of Authorised Products, authorised service provider of Authorised Services and seller of Resale Products is very important to the ongoing success of the Group. In the event that the Group was no longer an authorised reseller of Authorised Products, authorised service provider of Authorised Services and/or seller of Resale Products, the Group would lose its main revenue contribution and the profitability, business and financial performance will be significantly adversely affected.

(f) Location of assets and operations

The assets and operations of the Group are located predominately in Indonesia. The location may create challenges for the Board in managing the Group and maintaining the security of its assets. Indonesia's political institutions and democracy have a relatively short history, increasing the risk of political instability. Indonesia has in the past faced political and militant unrest within several of its regions, and further unrest could present a risk to the local economy and stock markets. The country has also experienced acts of terrorism, predominantly targeted at foreigners, which has had a negative impact on tourism. Corruption and the perceived lack of a rule of law in dealings with international companies in the past may have discouraged much-needed foreign direct investment. Should this issue remain, it could negatively impact the long-term growth of the economy.

Many economic development problems remain, including high unemployment, a developing banking sector, corruption, inadequate infrastructure, poor investment client and an equal resource distribution among regions.

The Group is required to comply with a range of laws and regulations which apply in Indonesia. The impact of actions by the government of Indonesia and local governments and regulatory authorities may affect the Group's operations, including matters such as changes to Indonesia's fiscal and taxation laws, company laws, contract and occupational health and safety laws and regulations.

(g) Imitation

The Group is susceptible to others imitating Apple Group's brands and infringing its intellectual property rights. Imitation or counterfeiting of Authorised Products would diminish the value of Apple Group's brands and negatively affect the Group's revenue.

In addition, should there be any adverse publicity against any of Apple Group's brands that may erode consumer confidence and perception of the products, or decreased customer acceptance of the brands, it may have a negative impact on the business and financial performance of the Group.

(h) Direct sales by suppliers

Apple Group does not sell directly to consumers in Indonesia. There is no assurance that Apple Group will not do so in the future, which will be likely to reduce the Group's share of the market. Customers are able to buy direct from Apple Group online. If more customers buy directly online from Apple Group (as opposed to the Group's online store), it will reduce the Group's share of the market.

(i) New store locations

Expansion of the Group's business is dependent on the securing of good store locations. The expansion of the business depends on securing further sites for stores within large shopping malls. Inability to continue to secure stores in large shopping malls will hinder the expansion of the business.

(j) Competition from parallel imports

Competitors may import identical goods which the Group sells into Indonesia from third countries. These parallel imports of the goods may lower sales and/or the prices of products sold and erode gross profit margins, which would in turn affect the Group's revenue and profitability.

(k) Price controls

The Group is subject to resale price controls by some suppliers. This may result in an inability of the Group to implement pricing discount strategies in order to differentiate the Group from the other retailers.

(l) **Trade credit from suppliers**

The trade credit provided by suppliers on the products purchased from them provide the Group with funding liquidity. There may be a risk to the Group's funding if such credit were withdrawn. Any withdrawal or reduction in credit extended may result in a reduction in the current level of inventory which will affect the business and financial performance.

(m) **Credit risks on corporate customers**

The Group provides credit terms to its corporate customers. There is no assurance that the Group will be able to collect all its trade receivables within any credit terms granted or at all and if so, the Group's cash flow and financial performance would be adversely affected.

(n) **Reliance on key and skilled personnel**

The Group is reliant on its ability to retain senior management and experienced personnel. The loss of the services of senior management personnel without suitable replacements or the inability to attract and retain qualified personnel can adversely affect performance.

(o) **Risks in relation to the expansion of the business**

Future operating results will depend on the Group's ability to manage its growth including the ability to control costs, implement and improve operational and financial control systems and to hire, expand, train and manage our employees. Any unexpected decline in the growth of revenue without a corresponding decline in the growth of operating costs and the inability to manage growth effectively will result in the financial position and operating results being adversely affected.

Any increase in the costs of overheads associated with the Group's stores, including in respect to any new stores (if any are opened in future, of which no forecast is made), may adversely impact the financial performance and financial position of the Group.

(p) **Supply chain may be disrupted**

The Group's operations may be disrupted as a result of any impediments as a result of unforeseen issues with implementing its supply chain measures for Authorised Products, including, but not limited to, natural disaster, terrorist events, and other externalities. These may result in material delays in the supply chain, which may adversely affect cost of sales and overall financial performance.

(q) **Foreign exchange risks**

As the Group's operations are wholly in Indonesia, all revenue is earned in IDR. Most purchases of goods for resale are denominated in IDR. However, a portion of the purchase of goods for resale are funded through USD loans. Accordingly, a foreign exchange risk exists in relation to any significant fluctuations in currency exchange rates between the time of our purchases and payments in foreign currencies. The Group does not have any formal policy for hedging against foreign exchange exposure.

(r) **Disputes and Litigation**

The activities of the Group may result in disputes with third parties, including, without limitation, Apple Group, the Group's investors, competitors, regulators, partners, distributors, customers, directors, officers and employees, and service providers. The Group may incur substantial costs in connection with such disputes.

Further, a change in strategy may involve material and as yet unanticipated risks, as well as a high degree of risk, including a higher degree of risk than the Group's strategy in place as of the date of this Prospectus.

The Group is exposed to possible litigation risks including, but not limited to, intellectual property ownership disputes, contractual claims, environmental claims, occupational health and safety claims and employee claims. Further, the Group may be involved in disputes with other parties in the future which may result in litigation. Any such claim or dispute if proven, may impact adversely on the Group's operations, financial performance and financial position. The Group is not currently engaged in any litigation.

(s) **Bribery and corruption risk**

The Group's business activities and operations are located in jurisdictions with varying degrees of political and judicial stability, including some countries with a relatively high inherent risk with regards to bribery and corruption. This exposes the Group to the risk of unauthorised payments or offers of payments to or by employees, agents or distributors that could be in violation of application anti-corruption laws.

(t) **Insurance**

No assurance can be given that any insurance that the Group may have or may obtain will be available in the future on a commercially reasonable basis or that the Group will have adequate insurance cover against claims made. If the Group incurs uninsured losses or liabilities, its assets, profits and prospects may be materially affected. Further, the Group may not be able to recover under its insurance if the company or companies providing the insurance (or any reinsurance) are under financial distress or fail. Additionally, various factors may influence insurance premiums, which may have a detrimental impact on the Group's profitability. Finally, if the Group does not maintain an appropriate level of insurance coverage, it may be exposed to a wide range of liabilities.

(u) **Climate Change**

The Group's supply chain involves the distribution and retail of Authorised Products.

The steps in the Group's supply chain may be impacted by climate change (including adverse weather events) or regulatory or behavioural responses to climate change. For example, the transition to a lower-carbon economy may impact the cost of energy for the Group's suppliers or change the way they produce products, or may impact the way in which the Group's products are transported. If the Group is unable to pass on any increased costs to its customers arising from these changes, this may impact its financial performance.

(v) **Product liability**

As with all products, there is no assurance that unforeseen adverse events or defects will not arise in the Group's products. Adverse events could expose the Group to product liability claims or litigation, resulting in the removal of regulatory approval for the relevant products and/or monetary damages being awarded against the Group. In such event, the Group's liability may exceed the Group's insurance coverage, if any.

(w) **Regulatory and compliance risk**

New or evolving regulations and international standards are outside the company's control and are often complex and difficult to predict. The potential development of international opportunities can be jeopardised by changes to fiscal or regulatory regimes, adverse changes to tax laws, difficulties in interpreting or complying with local laws, material differences in sustainability standards and practices, or changes to existing political, judicial or administrative policies and changing community expectations.

(x) **Reputation risk**

Maintaining the strength of the Group's reputation is an important part of retaining and growing the retailer and consumer base and maintaining the Group's relationships with partners that will assist in successfully implementing the Group's strategy. There is a risk that events may occur that may adversely impact the Group's reputation, which may adversely impact the Group's retailer and consumer base as well as the willingness of third parties to work with the Group on additional product offerings. This may have a negative impact on the Group's future operations, financial performance and/or growth.

(y) **Possible expansion into new markets may be unsuccessful**

Any future acquisitions or expansions into new markets (in product segments, relevant adjacencies and potentially geographically) may expose the Group to unforeseen risks (whilst not forecasting whether any future acquisitions or expansions into new markets may occur). A number of these risks could include regulatory requirements, complications or inefficiencies related to staff, managerial and operational performance, enforcing contractual obligations and intellectual property rights, the inability to register the Group's trademarks or other intellectual property in certain jurisdictions, differing consumer sentiments and preferences, competition from existing established competitors, exchange rate fluctuations, political or economic instabilities, and taxation.

The Group will make informed decisions on the attractiveness and effectiveness of any future acquisitions or expansions into new markets, based on information available to the Group at that time. If such information turns out to be inaccurate, or circumstances arise outside of the Group's control while entering these new markets, there may be a material adverse effect on the financial and/or operational performance of the Group.

(z) **Cyber risk**

The Group's business may be materially adversely affected by malicious third parties or applications that interfere with, or exploit, security flaws in websites. The security of information stored in the Group's systems could be put at risk by attacks from malicious software programs or persons, or inadvertent breaches.

There is a risk that, if a cyber-attack were successful, any data security breaches, failure to protect confidential information or disruption to the Group's website could result in a loss of information integrity, breaches of the Group's obligations under applicable laws and website and system outages.

The occurrence of any of these events may potentially have a material adverse impact on the Group's reputation, business, financial performance and operations.

(aa) **Forward-looking statements**

The forward-looking statements and opinions provided in this Prospectus rely on various contingencies and assumptions, some of which are described in Section 5. Various factors and risks, both known and unknown, many of which are outside the control of the Group, may impact upon the Group's performance. There is no guarantee that the Group will achieve its stated objectives or that any forward-looking statements outlined in this Prospectus will eventuate.

4.2 Industry Specific Risks

(a) **Dependence on Apple's ability to capture market share**

The demand for digital lifestyle products is susceptible to changes in consumer tastes. Apple brand products are marketed not only as digital products but also as lifestyle goods. This means that the sale of these products is dependent on consumer trends. In the event that the Group and/or Apple Group are unable to keep up with the rapidly changing consumer tastes and continue to develop novel products that are capable of satisfying the evolving consumer tastes, there will be a negative impact on our revenue.

(b) **Technology changes**

The industry is characterised by rapid changes in technology, introduction of new products and services, and changing consumer needs, demands and preferences. As a result, the Group is required to constantly keep abreast of the changes in technology in the industry in order to provide the most up to date digital lifestyle products and services to meet our customers' needs, demands and preferences.

(c) **Stock obsolescence and price erosion**

The Group is exposed to risks of any stock obsolescence and price erosion. In particular, Apple and other suppliers do not have a policy of disclosing information about new products before they are officially launched. The Group is therefore exposed to risks of accumulating stocks of older models which may be redundant after the launch of the new products or which may have to be sold at discounted prices.

(d) **Low barriers to entry**

The digital lifestyle products retail industry is competitive. The entry of new players into the industry will increase competitive pressure faced by existing operators. There are few barriers to prevent new competitors from entering into the industry.

4.3 General Risks

(a) Economic risk

Changes in the general economic climate in which the Company operates may adversely affect the financial performance of the Company. Factors that may contribute to that general economic climate include the level of direct and indirect competition against the Company, include, but not are but not limited to:

- (i) general economic conditions;
- (ii) changes in Government policies, taxation and other laws;
- (iii) the strength of the equity and share markets in Australia and throughout the world;
- (iv) movement in, or outlook on, exchange rates, interest rates and inflation rates;
- (v) industrial disputes in Australia, Indonesia and overseas;
- (vi) changes in investor sentiment toward particular market sectors;
- (vii) financial failure or default by an entity with which the Company may become involved in a contractual relationship; and
- (viii) natural disasters, social upheaval or war.

Specifically, it should be noted that the current evolving conflict between Ukraine and Russia is impacting global macroeconomics and markets generally. The nature and extent of the effect of this conflict on the performance of the Company and the value of the Shares remains unknown. The trading price of the Shares may be adversely affected in the short to medium term by the economic uncertainty caused by the conflict between Ukraine and Russia and overall impacts on global macroeconomics. Given the situation is continually evolving, the outcomes and consequences are inevitably uncertain.

(b) Share market

Share market conditions may affect the value of the Company's quoted securities regardless of the Company's operating performance. The market price of the Shares may be subject to fluctuation and may be affected by many factors including, but not limited to, the following:

- (i) general economic outlook;
- (ii) interest rates and inflation rates;
- (iii) currency fluctuations;
- (iv) commodity price fluctuations;
- (v) changes in investor sentiment toward particular market sectors;
- (vi) the demand for, and supply of, capital; and
- (vii) terrorism or other hostilities.

(c) Unforeseen expenses

While the Company is not aware of any expenses that may need to be incurred that have not been taken into account, if such expenses were subsequently incurred, the expenditure proposals of the Company may be adversely affected.

(d) Macro-economic risks

Changes in the general economic outlook in Australia and globally may impact the performance of the Company and its business. Such changes may include:

- (i) uncertainty in the Australian and Indonesian economy or increases in the rate of inflation resulting from domestic or international conditions (including movements in domestic interest rates and reduced economic activity);
- (ii) increases in expenses (including the cost of goods and services used by the Company);
- (iii) new or increased government taxes, duties or changes in taxation laws; and
- (iv) fluctuations in equity markets in Australia and internationally.

A prolonged and significant downturn in general economic conditions may have a material adverse impact on the Company's trading and financial performance.

(e) **Broader general risks**

There are also a number of broader general risks which may impact the Company's performance. These include:

- (i) abnormal stoppages in normal business operations due to factors such as war, political or civil unrest, infrastructure failure or industrial disruption; and
- (ii) higher than budgeted costs associated with the provision of service offerings.

(f) **Taxation risk**

The acquisition and disposal of Shares will have tax consequences which will differ for each investor depending on their individual financial circumstances. All potential investors in the Company are urged to obtain independent financial advice regarding the tax and other consequences of acquiring Shares. To the maximum extent permitted by law, the Company, its officers and each of their respective advisers accept no liability or responsibility with respect to any tax consequences of applying for Shares under this Prospectus.

(g) **Accounting standards**

Changes to any applicable accounting standards or to any assumptions, estimates or judgments applied by management in connection with complex accounting matters may adversely impact the Company's financial position, results or condition.

(h) **COVID-19**

The global economic outlook is facing uncertainty due to the current COVID-19 pandemic, which has been having, and will likely continue to have, a significant impact on global capital markets, commodity prices and foreign exchange. The Company's share price may be adversely affected in the short to medium term by the economic uncertainty caused by the COVID-19 pandemic. In addition, any governmental or industry measures taken in response to COVID-19 that are likely beyond the control of the Company may adversely impact on the Company's operations and financial performance.

5 FINANCIAL INFORMATION

5.1 Introduction

This Section sets out the Historical Financial Information of the Group. The Directors are responsible for the inclusion of all Financial Information in this Prospectus. The purpose of the inclusion of the Financial Information is to illustrate the effects of certain pro forma events relating to the Group on the financial position of the Group, including the Offer.

The Independent Accountant also prepared the Independent Limited Assurance Report in respect to the Historical Financial Information and the Pro Forma Historical Financial Information (refer to Section 6).

All information presented in this Section should be read in conjunction with the balance of this Prospectus, including the Independent Limited Assurance Report in Section 6.

5.2 Basis and method of preparation

The historical financial information has been prepared in accordance with the recognition and measurement requirements of Australian Accounting Standards and the accounting policies adopted by the Company as detailed in Note 1 of Section 5.4. The pro forma financial information has been derived from the historical financial information and assumes the completion of the pro forma adjustments as set out in Note 2 of Section 5.4 as if those adjustments had occurred as at 31 December 2022.

The financial information contained in this section of the Prospectus is presented in an abbreviated form and does not contain all the disclosures that are provided in a financial report prepared in accordance with the Corporations Act and Australian Accounting Standards and Interpretations.

The:

- (a) historical financial information comprises the following (collectively, the **Historical Financial Information**):
 - (i) the historical Consolidated Statement of Profit or Loss and Other Comprehensive Income for the period ended 30 June 2021, 30 June 2022, and 31 December 2022 for the Group;
 - (ii) the historical Consolidated Statement of Financial Position as at 30 June 2021, 30 June 2022, and 31 December 2022 for the Group; and
 - (iii) the historical Consolidated Statement of Cash Flows for the period ended 30 June 2021, 30 June 2022, and 31 December 2022 for the Group; and
- (b) pro forma financial information comprises (collectively, the **Pro Forma Financial Information**):
 - (i) The pro forma statement of financial position as at 31 December 2022 prepared on the basis that the pro forma adjustments and subsequent events detailed in Section 5.4 Note 2 had occurred as at 31 December 2022; and
 - (ii) the notes to the pro forma financial information,

(collectively, the **Financial Information**).

The Historical Financial Information of the Group has been extracted from the audited historical financial statements for 30 June 2021 and 30 June 2022 respectively, and the reviewed historical financial statements for 31 December 2022. The financial reports were audited by Stantons in accordance with Australian Auditing Standards. Stantons issued:

- (a) unqualified audit opinions for the years ended 30 June 2021 and 30 June 2022 for the Company; and
- (b) an unqualified review conclusion for the period ended 31 December 2022 for the Company.

5.3 Financial Statements

(a) Historical consolidated statement of profit or loss and other comprehensive income

STORY-I LIMITED	Reviewed* period 31 December 2022 \$	Audited* year 30 June 2022 \$	Audited* year 30 June 2021 \$
<i>Continuing operations</i>			
Revenue	20,904,294	42,414,602	41,909,133
Costs of sales	(17,908,819)	(36,375,779)	(35,913,309)
Gross Profit	2,995,475	6,038,823	5,995,824
Other income	605,951	531,257	206,916
Administrative and other costs	(3,464,293)	(6,644,602)	(6,865,795)
Selling and distribution costs	(623,644)	(1,097,706)	(853,631)
Operating loss	(486,511)	(1,172,228)	(1,516,686)
Interest and finance costs	(582,685)	(1,135,041)	(906,143)
Loss before income tax	(1,069,196)	(2,307,269)	(2,422,829)
Income tax (expense) / benefit	(62,570)	(43,849)	1,457
Net loss for the year	(1,131,766)	(2,351,118)	(2,421,372)
<i>Other comprehensive income, net of income tax</i>			
Items that may be reclassified subsequently to profit or loss			
Foreign currency movement	(194,301)	743,636	(1,628,645)
Other comprehensive loss for the year, net of tax	(194,301)	743,636	(1,628,645)
Total comprehensive loss for the year, net of tax	(1,326,067)	(1,607,482)	(4,050,017)

* Please refer to Section 5.2 with respect to the audit opinions and review conclusion issued by Stantons on the Historical Financial Information. The Financial Information should be read in conjunction with the consolidated accounting policies in Section 5.4 and the Independent Limited Assurance Report in Section 6.

(b) **Historical consolidated statement of financial position**

STORY-I LIMITED	Reviewed* period 31 December 2022 \$	Audited* year 30 June 2022 \$	Audited* year 30 June 2021 \$
Current assets			
Cash and cash equivalents	2,227,127	1,557,672	1,539,221
Trade and other receivables	4,570,693	5,260,436	5,323,730
Other current assets	622,224	1,751,054	1,639,086
Inventories	11,588,445	12,970,207	10,643,383
Total current assets	19,008,489	21,539,369	19,145,420
Non-current assets			
Plant and equipment	2,984,963	3,495,877	4,759,242
Right of use assets	1,770,970	1,724,314	1,436,974
Intangible assets	1,018,947	1,037,086	997,982
Deferred tax asset	66,024	67,969	54,487
Other non-current assets	596,118	610,973	566,033
Total non-current assets	6,437,022	6,936,219	7,814,718
TOTAL ASSETS	25,445,511	28,475,588	26,960,138
Current liabilities			
Trade and other payables	1,383,572	3,275,398	3,799,865
Borrowings	12,289,587	12,134,921	8,830,902
Leases	297,645	248,448	468,426
Total current liabilities	13,970,804	15,658,767	13,099,193
Non-current liabilities			
Provisions	329,729	338,569	277,289
Leases	1,107,715	1,114,922	612,844
Total non-current liabilities	1,437,444	1,453,491	890,133
TOTAL LIABILITIES	15,408,248	17,112,258	13,989,326
NET ASSETS	10,037,263	11,363,330	12,970,812
EQUITY			
Issued capital	9,631,133	9,631,133	9,631,133
Reserves	(1,031,781)	(837,480)	(1,581,116)
Retained Earnings	1,232,025	2,308,110	4,474,057
Non-controlling interest	205,886	261,567	446,738
TOTAL EQUITY	10,037,263	11,363,330	12,970,812

* Please refer to Section 5.2 with respect to the audit opinions and review conclusion issued by Stantons on the Historical Financial Information. The Financial Information should be read in conjunction with the consolidated accounting policies in Section 5.4 and the Independent Limited Assurance Report in Section 6.

(c) **Historical consolidated statement of cash flows**

STORY-I LIMITED	Reviewed* period 31 December 2022 \$	Audited* year 30 June 2022 \$	Audited* year 30 June 2021 \$
CASH FLOWS FROM OPERATING ACTIVITIES			
Receipts from customers	20,353,788	41,095,791	40,790,954
Interest received	15,077	23,994	39,721
Interest paid (net of AASB 16 interest)	8,282	(1,134,904)	(863,364)
Payments to suppliers and employees	(19,816,487)	(42,598,263)	(38,163,140)
Income tax refund/(paid)	(61,887)	(32,826)	299
Other receipts	-	507,263	89,196
Net cash (used in) / generated from operating activities	498,773	(2,138,945)	1,893,666
CASH FLOWS FROM INVESTING ACTIVITIES			
Purchase of plant and equipment and intangibles	(308,750)	(253,849)	(708,533)
Payment for security deposits	(11,345)	(44,940)	(63,399)
Net cash used in investing activities	(320,095)	(298,789)	(771,932)
CASH FLOWS FROM FINANCING ACTIVITIES			
Repayment of bank loans	-	(21,171)	(119,857)
Proceed from/(repayment) of borrowings	519,293	2,734,356	(867,430)
(Repayment) of/proceed from short-term loan	-	(9,407)	2,806
Repayment of convertible loan	-	-	(75,000)
Repayment of lease liabilities	-	(348,663)	(892,076)
Net provided by / (cash used) in financing activities	519,293	2,355,115	(1,951,557)
Net increase in cash and cash equivalents held	697,971	(82,619)	(829,823)
Cash and cash equivalents at the beginning of the year	1,557,672	1,539,221	2,648,706
Foreign exchange gain/(loss)	(28,516)	101,070	(279,662)
Cash and cash equivalents at the end of the year	2,227,127	1,557,672	1,539,221

* Please refer to Section 5.2 with respect to the audit opinions and review conclusion issued by Stantons on the Historical Financial Information. The Financial Information should be read in conjunction with the consolidated accounting policies in Section 5.4 and the Independent Limited Assurance Report in Section 6.

(d) **Historical and Pro-forma statement of financial position**

STORY-I LIMITED	Notes	31 December 2022 \$	Subsequent events \$	Pro forma Adjustments \$	Pro forma balance \$
Current assets					
Cash and cash equivalents	3	2,227,127	-	(138,186)	2,088,941
Trade and other receivables		4,570,693	-	-	4,570,693
Other current assets		622,224	-	-	622,224
Inventories		11,588,445	-	-	11,588,445
Total current assets		19,008,489	-	(138,186)	18,870,303
Non-current assets					
Plant and equipment		2,984,963	-	-	2,984,963
Right of use assets		1,770,970	-	-	1,770,970
Intangible assets		1,018,947	-	-	1,018,947
Deferred tax asset		66,024	-	-	66,024
Other non-current assets		596,118	-	-	596,118
Total non-current assets		6,437,022	-	-	6,437,022
TOTAL ASSETS		25,445,511	-	(138,186)	25,307,325
Current liabilities					
Trade and other payables		1,383,572	-	-	1,383,572
Borrowings		12,289,587	-	-	12,289,587
Leases		297,645	-	-	297,645
Total current liabilities		13,970,804	-	-	13,970,804
Non-current liabilities					
Provisions		329,729	-	-	329,729
Leases		1,107,715	-	-	1,107,715
Total non-current liabilities		1,437,444	-	-	1,437,444
TOTAL LIABILITIES		15,408,248	-	-	15,408,248
NET ASSETS / (LIABILITIES)		10,037,263	-	(138,186)	9,899,077
EQUITY					
Issued capital	4(a)	9,631,133	-	20	9,631,153
Reserves		(1,031,781)	-	-	(1,031,781)
Retained Earnings	4(b)	1,232,025	-	(138,206)	1,093,819
Non-controlling interest		205,886	-	-	205,886
TOTAL EQUITY		10,037,263	-	(138,186)	9,899,077

5.4 Notes to and Forming Part of the Historical Financial Information

(a) Note 1: Summary of significant accounting policies

(i) Basis of Accounting

The historical financial information has been prepared in accordance with the measurement and recognition (but not the disclosure) requirements of Australian Accounting Standards, Australian Accounting Interpretations and the Corporations Act.

The financial statements have been prepared on an accruals basis, are based on historical cost and except where stated do not take into account changing money values or current valuations of selected non-current assets, financial assets and financial liabilities. Cost is based on the fair values of the consideration given in exchange for assets. The preparation of the Statement of Financial Position requires the use of certain critical accounting estimates and assumptions. It also requires management to exercise its judgement in the process of applying the Company's accounting policies. The areas involving a higher degree of judgement or complexity, or areas where assumptions and estimates are significant to the Statement of Financial Position are disclosed where appropriate.

The pro forma Statement of Financial Position as at 31 December 2022 represents the reviewed financial position as adjusted for the transactions discussed in Note 2 in Section 6.4. The Statement of Financial Position should be read in conjunction with the notes set out in this Section.

(ii) Going Concern

The financial information has been prepared on a going concern basis, which contemplates the continuity of normal business activity and the realisation of assets and the settlement of liabilities in the normal course of business.

(iii) Revenue

Revenue is recognised on a basis that reflects the transfer of promised goods or services to customers at an amount that reflects the consideration the Group expects to receive in exchange for those goods or services.

Revenue is recognised by applying a five-step process outlined in AASB 15 which is as follows:

- (A) Step 1: Identify the contract with a customer;
- (B) Step 2: Identify the performance obligations in the contract and determine at what point they are satisfied;
- (C) Step 3: Determine the transaction price;
- (D) Step 4: Allocate the transaction price to the performance obligations; and
- (E) Step 5: Recognise the revenue as the performance obligations are satisfied.

Revenue is recognised when or as a performance obligation in the contract with the customer is satisfied, i.e. when the control of the goods or services underlying the particular performance obligation is transferred to the customer. A performance obligation is a promise to transfer a distinct goods or service (or a series of distinct goods or services that are substantially the same and that have the same pattern of transfer) to the customer that is explicitly stated in the contract and implied in the Group's customary business practices.

Revenue is measured at the amount of consideration to which the Group expects to be entitled in exchange for transferring the promised goods or services to the customers, excluding amounts collected on behalf of third parties such as sales taxes or services taxes. If the amount of consideration varies due to discounts, rebates, refunds, credits, incentives, penalties or other similar items, the Group estimates the amount of consideration to which it will be entitled based on the expected value or the most likely outcome. If the contract with the customer contains more than one performance obligation, the amount of consideration is allocated to each performance obligation based on the relative stand-alone selling prices of the goods or services promised in the contract. Revenue is recognised to the extent that it is highly probable that a significant reversal in the amount of cumulative revenue recognised will not occur when the uncertainty associated with the variable consideration is subsequently resolved.

The control of the promised goods or services may be transferred over time or at a point in time. The control over the goods or services is transferred over time and revenue is recognised over time if:

- (A) the customer simultaneously receives and consumes the benefits provided by the Group's performance as the Group performs;
- (B) the Group's performance creates or enhances an asset that the customer controls as the asset is created or enhanced; or
- (C) the Group's performance does not create an asset with an alternative use and the Group has an enforceable right to payment for performance completed to date.

Revenue for performance obligation that is not satisfied over time is recognised at the point in time at which the customer obtains control of the promised goods or services.

Sale of Goods

The Group recognises revenue when it satisfies a performance obligation by transferring a promised good or service to a customer. An asset is transferred when the customer obtains control of that asset. Revenue is recognised when the goods are shipped to the customer.

Impairment of Assets

At each reporting date the Company assesses whether there is any indication that an asset may be impaired. Where an indication of impairment exists, the Company makes a formal estimate of the recoverable amount. Where the carrying amount of an asset exceeds its recoverable amount the asset is considered impaired and is written down to its recoverable amount.

Recoverable amount is the greater of fair value less costs to sell and value in use. It is determined for an individual asset, unless the asset's value in use cannot be estimated to be close to its fair value less costs to sell and it does not generate cash inflows that are largely independent of those from other assets or Company assets, in which case, the recoverable amount is determined for the cash-generating unit to which the asset belongs.

In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset.

(iv) Income Tax

Deferred income tax is provided on all temporary differences at the balance sheet date between the tax bases of assets and liabilities and their carrying amounts for financial reporting purposes.

Deferred income tax liabilities are recognised for all taxable temporary differences:

- (A) except where the deferred income tax liability arises from the initial recognition of an asset or liability in a transaction that is not a business combination and, at the time of the transaction, affects neither that accounting profit or loss nor taxable profit or loss; and
- (B) in respect of taxable temporary differences associated with investments in subsidiaries, associates and interests in joint ventures, except where the timing of the reversal of the temporary differences will not reverse in the foreseeable future.

Deferred income tax assets are recognised for all deductible temporary differences, carry-forward of unused tax assets and unused tax losses, to the extent that it is probable that taxable profit will be available against which the deductible temporary differences, and the carry-forward of unused tax assets and unused tax losses can be utilised:

- (A) except where the deferred income tax asset relating to the deductible temporary difference arises from the initial recognition of an asset or liability in a transaction that is not a business combination and, at the time of the transaction, affects neither the accounting profit or loss nor taxable profit or loss; and
- (B) in respect of deductible temporary differences with investments in subsidiaries, associates and interests in joint ventures, deferred tax assets are only recognised to the extent that it is probable that the temporary differences will reverse in the foreseeable future and taxable profit will be available against which the temporary differences can be utilised.

The carrying amount of deferred income tax assets is reviewed at each balance sheet date and reduced to the extent that it is no longer probable that sufficient taxable profit will be available to allow all or part of the deferred income tax asset to be utilised.

Deferred income tax assets and liabilities are measured at the tax rates that are expected to apply to the year when the asset is realised or the liability is settled, based on tax rates (and tax laws) that have been enacted or substantively enacted at the balance sheet date.

(v) **Goods and Services Tax (GST)**

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Tax Office (**ATO**). In these circumstances the GST is recognised as part of the cost of acquisition of the asset or as part of an item of the expense. Receivables and payables in the Statement of Financial Position are shown inclusive of GST.

The net amount of GST recoverable from, or payable to, the ATO is included as a current asset or liability in the Statement of Financial Position.

Cash flows are included in the Statement of Cash Flows on a gross basis. The GST components of cash flows arising from investing and financing activities which are recoverable from, or payable to, the ATO are classified as operating cash flows.

(vi) **Cash and cash equivalents**

Cash and cash equivalents include cash on hand, deposits held at call with banks, other short-term highly liquid investments with original maturities of three months or less, and bank overdrafts. Bank overdrafts are shown within

short-term borrowings in current liabilities on the Statement of Financial Position.

(vii) **Trade and Other Receivables**

Trade receivables, which generally have 30-90 day terms, are recognised and carried at original invoice amount less an allowance for any uncollectible amounts. An allowance for doubtful debts is made when there is objective evidence that the Company will not be able to collect the debts. Bad debts are written off when identified.

Receivables from related parties are recognised and carried at the nominal amount due. Interest is taken up as income on an accrual basis.

(viii) **Plant and Equipment**

Plant and equipment are measured on the cost basis. The carrying amount of plant and equipment is reviewed annually by directors to ensure it is not in excess of the recoverable amount from these assets. The recoverable amount is assessed on the basis of the expected net cash flows that will be received from the asset's employment and subsequent disposal. The expected net cash flows have been discounted to their present values in determining recoverable amounts.

Depreciation

The depreciable amount of plant and equipment is depreciated on a diminishing value basis over the asset's useful life to the Company commencing from the time the asset is held ready for use.

The assets' residual values and useful lives are reviewed, and adjusted if appropriate, at each balance sheet date. An asset's carrying amount is written down immediately to its recoverable amount if the asset's carrying amount is greater than its estimated recoverable amount. Gains and losses on disposals are determined by comparing proceeds with the carrying amount. These gains and losses are included in the Statement of Profit or Loss and Other Comprehensive Income. When revalued assets are sold, amounts included in the revaluation reserve relating to that asset are transferred to retained earnings.

(ix) **Trade and Other Payables**

Liabilities for trade creditors and other amounts are carried at cost which is the fair value of consideration to be paid in the future for goods and services received, whether or not billed to the Company.

Payables to related parties are carried at the principal amount. Interest, when charged by the lender, is recognised as an expense on an accrual basis.

(x) **Issued Capital**

Ordinary shares are classified as equity.

Any transaction costs arising on the issue of ordinary shares are recognised directly in equity as a reduction of the share proceeds received.

(xi) **Share based payments**

Under AASB 2 Share Based Payments, the Company must recognise the fair value of shares and options granted to directors, employees and consultants as remuneration as an expense on a pro-rata basis over the vesting period in the Statement of Profit or Loss and Other Comprehensive Income with a corresponding adjustment to equity.

Non-market vesting conditions are included in assumptions about the number of options that are expected to vest. The total expense is recognised over the vesting period, which is the period over which all of the specified vesting conditions are to be satisfied. At the end of each period, the entity revises its estimates of the number of options that are expected to vest based on the non-market vesting conditions. It recognises the impact of the revision to original estimates, if any, in profit or loss, with a corresponding adjustment to equity. No revision to original estimates is made in respect of options issued with market based conditions.

The Company provides benefits to employees (including directors) of the Company in the form of share based payment transactions, whereby employees render services in exchange for shares or rights over shares ("equity-settled transactions"). The cost of these equity-settled transactions with employees (including directors) is measured by reference to fair value at the date they are granted. The fair value is determined using an appropriate option pricing model.

In relation to the valuation of the share-based payments, these are valued using an appropriate option valuation method. Once a valuation is obtained, management use an assessment as to the probability of meeting non-market based conditions. Market conditions are vested over the period in which management assess it will take for these conditions to be satisfied.

(xii) **Financial Instruments**

Recognition and initial measurement

Financial assets and financial liabilities are recognised in the Company's statement of financial position when the Company becomes a party to the contractual provisions of the instrument.

Financial instruments (except for trade receivables) are initially measured at fair value plus transaction costs, except where the instrument is classified "at fair value through profit or loss", in which case transaction costs are expensed to profit or loss immediately.

Classification and subsequent measurement

Financial assets are subsequently measured at:

- (A) amortised cost;
- (B) fair value through other comprehensive income; or
- (C) fair value through profit or loss.

Financial assets

A financial asset that meets the following conditions is subsequently measured at amortised cost:

- (A) the financial asset is managed solely to collect contractual cash flows; and
- (B) the contractual terms within the financial asset give rise to cash flows that are solely payments of principal and interest on the principal amount outstanding on specified dates.

A financial asset that meets the following conditions is subsequently measured at fair value through other comprehensive income:

- (A) the contractual terms within the financial asset give rise to cash flows that are solely payments of principal and interest on the principal amount outstanding on specified dates;

- (B) the business model for managing the financial assets comprises both contractual cash flows collection and the selling of the financial asset.

By default, all other financial assets that do not meet the measurement conditions of amortised cost and fair value through other comprehensive income are subsequently measured at fair value through profit or loss.

The initial designation of the financial instruments to measure at fair value through profit or loss is a one-time option on initial classification and is irrevocable until the financial asset is derecognised.

Financial liabilities

Financial liabilities are subsequently measured at:

- (A) amortised cost; or
- (B) fair value through profit or loss.

A financial liability is measured at fair value through profit and loss if the financial liability is:

- (A) a contingent consideration of an acquirer in a business combination to which AASB 3: Business Combinations applies;
- (B) held for trading; or
- (C) initially designated as at fair value through profit or loss.

All other financial liabilities are subsequently measured at amortised cost using the effective interest method.

Derecognition

Derecognition refers to the removal of a previously recognised financial asset or financial liability from the statement of financial position.

Derecognition of financial assets

A financial asset is derecognised when the holder's contractual rights to its cash flows expires, or the asset is transferred in such a way that all the risks and rewards of ownership are substantially transferred.

All of the following criteria need to be satisfied for derecognition of a financial asset:

- (A) the right to receive cash flows from the asset has expired or been transferred;
- (B) all risk and rewards of ownership of the asset have been substantially transferred; and
- (C) the Company no longer controls the asset (i.e. the Company has no practical ability to make a unilateral decision to sell the asset to a third party).

On derecognition of a financial asset measured at amortised cost, the difference between the asset's carrying amount and the sum of the consideration received and receivable is recognised in profit or loss.

On derecognition of a debt instrument classified as at fair value through other comprehensive income, the cumulative gain or loss previously accumulated in the investment revaluation reserve is reclassified to profit or loss.

On derecognition of an investment in equity which was elected to be classified under fair value through other comprehensive income, the cumulative gain or

loss previously accumulated in the investment revaluation reserve is not reclassified to profit or loss, but is transferred to retained earnings.

Derecognition of financial liabilities

A liability is derecognised when it is extinguished (ie when the obligation in the contract is discharged, cancelled or expires). An exchange of an existing financial liability for a new one with substantially modified terms, or a substantial modification to the terms of a financial liability is treated as an extinguishment of the existing liability and recognition of a new financial liability.

The difference between the carrying amount of the financial liability derecognised and the consideration paid and payable, including any non-cash assets transferred or liabilities assumed, is recognised in profit or loss.

Fair value

Fair value is determined based on current bid prices for all quoted investments. Valuation techniques are applied to determine the fair value for all unlisted securities, including recent arm's length transactions, reference to similar instruments and option pricing models.

Impairment

At the end of each reporting period, the Company assesses whether there is objective evidence that a financial instrument has been impaired. In the case of available-for-sale financial instruments, a prolonged decline in the value of the instrument is considered to determine whether a impairment has arisen. Impairment losses are recognised in the statement of profit or loss and other comprehensive income.

De-recognition

Financial assets are de-recognised where the contractual rights to receipt of cash flows expires or the asset is transferred to another party whereby the entity no longer has any significant continuing involvement in the risks and benefits associated with the asset. Financial liabilities are de-recognised where the related obligations are discharged, cancelled or expired. The difference between the carrying value of the financial liability extinguished or transferred to another party and the fair value of consideration paid, including the transfer of non-cash assets or liabilities assumed, is recognised in profit or loss.

Impairment of Assets

At each the end of each reporting period, the Company assesses whether there is any indication that an asset may be impaired. The assessment will include the consideration of external and internal sources of information including dividends received from subsidiaries, associates or jointly controlled entities deemed to be out of pre-acquisition profits. If such an indication exists, an impairment test is carried out on the asset by comparing the recoverable amount of the asset, being the higher of the asset's fair value less costs to sell and value in use, to the asset's carrying value. Any excess of the asset's carrying value over its recoverable amount is expensed to the statement of comprehensive income.

Where it is not possible to estimate the recoverable amount of an individual asset, the Company estimates the recoverable amount of the cash-generating unit to which the asset belongs.

Impairment testing is performed annually for goodwill and intangible assets with indefinite lives.

(xiii) **Employee benefit**

Short-term benefits

Liabilities for employee benefits for wages, salaries and annual leave that are expected to be settled within 12 months of the reporting date represent present obligations resulting from employees' services provided to the reporting date and are calculated at undiscounted amounts based on remuneration wage and salary rates that the Group expects to pay at the reporting date including related on-costs, such as workers compensation insurance and payroll tax.

Non-accumulating non-monetary benefits, such as medical care, housing, cars and free or subsidised goods and services, are expensed based on the net marginal cost to the Group as the benefits are taken by the employees.

Other long-term benefits

The Group's obligation in respect of long-term employee benefits other than defined benefit plans, such as long service leave, is the amount of future benefit that employees have earned in return for their service in the current and prior periods plus related on-costs; that benefit is discounted to determine its present value, and the fair value of any related assets is deducted. The discount rate is the Reserve Bank of Australia's cash rate at the report date that have maturity dates approximating the terms of the Group's obligations. Any actuarial gains or losses are recognised in profit or loss in the period in which they arise.

Retirement benefit obligations: Defined contribution superannuation funds

Short-term employee benefits are recognised when they accrue to the employees.

A defined benefit pension plan is a pension plan that defines an amount of pension that will be received by the employee on becoming entitled to a pension, which usually depends on factors such as age, years of service and compensation.

The Group provides post-retirement benefits to its employees in accordance with definite Labor Law Indonesia No. 13/2003. No funding has been made for these defined benefit plans.

Group net liabilities on defined benefit plans is calculated from the present value of post-employment benefit obligations and are defined at the end of the reporting period less the fair value of plan assets, if any. Calculation of post-employment benefit liabilities were calculated using the projected unit credit actuarial calculations performed in the end of each reporting period.

Remeasurement liabilities post-employment benefits, including a) gains and losses, b) return on plan assets do not include interest, and c) limit the impact of any changes in the assets, not including interest, is recognized in other comprehensive income as incurred. Remeasurement is not reclassified to profit or loss in subsequent periods.

When the reward program is changed or there is a curtailment of the program, part of the change in exchange related past service cost or gains or at the beginning of the annual reporting period to measure post-employment benefit liabilities during the period.

The Group recognises gains and loss upon completion liabilities post-employment benefits at the time of completion of the case, the gain or loss on settlement represents the difference between the present value of liabilities post-employment benefits are defined on the settlement date,

including any plan assets that were diverted and any payments made by directly by the Group in connection with the settlement.

Termination benefits

When applicable, the Group recognises a liability and expense for termination benefits at the earlier of: (a) the date when the Group can no longer withdraw the offer for termination benefits; and (b) when the Group recognises costs for restructuring pursuant to AASB 137 Provisions, Contingent Liabilities and Contingent Assets and the costs include termination benefits. In either case, unless the number of employees affected is known, the obligation for termination benefits is measured on the basis of the number of employees expected to be affected. Termination benefits that are expected to be settled wholly before 12 months after the annual reporting period in which the benefits are recognised are measured at the (undiscounted) amounts expected to be paid. All other termination benefits are accounted for on the same basis as other long-term employee benefits.

(xiv) Income Tax

The income tax expense or benefit for the period is the tax payable on the current period's taxable income based on the applicable income tax rate for each jurisdiction adjusted by changes in deferred tax assets and liabilities attributable to temporary difference and to unused tax losses.

The current income tax charge is calculated on the basis of the tax laws enacted or substantively enacted at the end of the reporting period in the countries where the Company's subsidiaries and associates operate and generate taxable income. Management periodically evaluates positions taken in tax returns with respect to situations in which applicable tax regulation is subject to interpretation. It establishes provisions where appropriate on the basis of amounts expected to be paid to the tax authorities.

Current tax assets and liabilities for the current and prior periods are measured at the amount expected to be recovered from or paid to the taxation authorities. The tax rates and tax laws used to compute the amount are those that are enacted or substantively enacted by the balance date.

Deferred income tax is provided on all temporary differences at the balance date between the tax bases of assets and liabilities and their carrying amounts for financial reporting purposes.

Deferred income tax liabilities are recognised for all taxable temporary differences except:

- (A) when the deferred income tax liability arises from the initial recognition of goodwill or of an asset or liability in a transaction that is not a business combination and that, at the time of the transaction, affects neither the accounting profit nor taxable profit or loss; or
- (B) when the taxable temporary difference is associated with investments in subsidiaries, associates or interests in joint ventures, and the timing of the reversal of the temporary difference can be controlled and it is probable that the temporary difference will not reverse in the foreseeable future.

Deferred income tax assets are recognised for all deductible temporary differences, carry-forward of unused tax assets and unused tax losses, to the extent that it is probable that taxable profit will be available against which the deductible temporary differences and the carry-forward of unused tax credits and unused tax losses can be utilised, except:

- (A) when the deferred income tax asset relating to the deductible temporary difference arises from the initial recognition of an asset or

liability in a transaction that is not a business combination and, at the time of the transaction, affects neither the accounting profit nor taxable profit or loss; or

- (B) when the deductible temporary difference is associated with investments in subsidiaries, associates or interests in joint ventures, in which case a deferred tax asset is only recognised to the extent that it is probable that the temporary difference will reverse in the foreseeable future and taxable profit will be available against which the temporary difference can be utilised.

The carrying amount of deferred income tax assets is reviewed at each balance date and reduced to the extent that it is no longer probable that sufficient taxable profit will be available to allow all or part of the deferred income tax asset to be utilised.

Unrecognised deferred income tax assets are reassessed at each balance date and are recognised to the extent that it has become probable that future taxable profit will allow the deferred tax asset to be recovered. Deferred income tax assets and liabilities are measured at the tax rates that are expected to apply to the year when the asset is realised or the liability is settled, based on tax rates (and tax laws) that have been enacted or substantively enacted at the balance date.

Income taxes relating to items recognised directly in equity are recognised in equity and not in profit or loss. Deferred tax assets and deferred tax liabilities are offset only if a legally enforceable right exists to set off current tax assets against current tax liabilities and the deferred tax assets and liabilities relate to the same taxable entity and the same taxation authority.

Where the Group receives the Australian Government's Research and Development Tax Incentive, the Group accounts for the refundable tax offset under AASB 112. Funds are received as a rebate through the parent company's income tax return.

(xv) **Borrowings**

Borrowings are initially recognised at fair value, net of transaction costs. Borrowings are subsequently measured at amortised cost. Differences between the proceeds (net of transaction costs) and the redemption amount are recognised in profit or loss over the term of the borrowings using the effective interest method. Fees paid on the establishment of facilities are recognised as transaction costs of the loan to the extent that it is probable that some or all of the facility will be drawn down. In this case, the fee is deferred until the draw down occurs. To the extent there is no evidence that it is probable that some or all of the facility will be drawn down, the fee is capitalised as a prepayment and amortised over the facility's term.

Borrowings are removed from the statement of financial position when the obligation specified in the contract is discharged, cancelled or expired. The difference between the carrying amount of a financial liability that has been extinguished or transferred to another party and the consideration paid, including any non-cash assets transferred or liabilities assumed, is recognised in profit or loss as other income or finance costs. Borrowings are classified as current liabilities unless the Group has an unconditional right to defer settlement of the liability for at least 12 months after the reporting period.

The component parts of convertible notes issued by the Group are classified separately as financial liabilities and equity in accordance with the substance of the contractual arrangements and the definitions of a financial liability and an equity instrument. Conversion options that will be settled by the exchange of a fixed amount of cash or another financial asset for a fixed number of the Company's own equity instruments is an equity instrument.

The fair value of the liability portion of a convertible note is determined using a market interest rate for an equivalent non-convertible note. This amount is recorded as a liability on an amortised cost basis until extinguished on conversion or maturity of the note. The remainder of the proceeds is allocated to the conversion option. This is recognised and included in shareholders' equity, net of income tax effects.

The conversion option classified as equity is determined by deducting the amount of the liability component from the fair value of the compound instrument as a whole. This is recognised and included in equity, net of income tax effects, and is not subsequently remeasured. In addition, the conversion option classified as equity will be transferred to share premium. Where the conversion option remains unexercised at the maturity date of the convertible note, the balance recognised in equity will be transferred to retained profits. No gain or loss is recognised in the profit or loss upon conversion or expiration of the conversion option.

Transaction costs related to the issue of the convertible notes are allocated to the liability and equity components in proportion to the allocation of gross proceeds. Transaction costs relating to the equity component are recognised directly in equity. Transaction costs relating to the liability component are included in the carrying amount of the liability component and are amortised over the lives of the convertible notes using the effective interest method.

(xvi) **Leases**

(A) **Right of Use Asset**

Subsequent to initial measurement, the right of use asset is depreciated on a straight-line basis over the shorter of the lease term and the estimated useful life as follows:

Properties	3 – 5 years
------------	-------------

Right of use assets are subject to impairment and are adjusted for any remeasurement of lease liabilities.

(B) **Lease liabilities**

At the commencement date of the lease, the Group recognises lease liabilities at the present value of lease payment to be made over the lease term. The lease payments include fixed payments (including in substance fixed payments) less any lease incentives receivable, variable lease payments that depend on an index or a rate, and amounts expected to be paid under residual value guarantees. The lease payments also include the exercise price of a purchase option reasonably certain to be exercised by the Group and payments of penalties for terminating a lease, if the assessment of lease term reflects the Group exercising the option to terminate. The variable lease payments that do not depend on an index or a rate are recognised as an expense in the period on which the event or condition that triggers the payments occurs. The present value of lease payments is discounted using the interest rate implicit in the lease or, if the rate cannot be readily determined, the Group's incremental borrowing rate.

The lease liability is measured at amortised cost using the effective interest method. After the commencement date, the amount of lease liabilities is increased to reflect the accretion of interest and reduced for the lease payments made.

The amount of lease liability is remeasured when there is a change in future lease payments arising from a change in an index or rate, if there is a change in the Group's estimate of the amount expected to

be payable under a residual value guarantee, or if the Group changes its assessment of whether it will exercise a purchase, extension or termination option. When the lease liability is remeasured, a corresponding adjustment is made to the carrying amount of the right of use asset, or is recognised in profit or loss if the carrying amount of the right of use asset has been reduced to zero.

The Group has elected not to recognise right of use assets and lease liabilities for short term leases that have a lease term of 12 months or less and do not contain a purchase option, and leases of low value assets. The Group recognises the lease payments associated with these leases as an expense on a straight-line basis over the lease term.

(C) Extension and termination options

An extension option is included in a property of the Group. This is used to maximise operational flexibility in terms of managing the assets used in the Group's operations. The extension option held is exercisable only by the group and not by the respective lessor.

(xvii) Ordinary shares

Ordinary issued capital is recorded at the consideration received. Incremental costs directly attributable to the issue of ordinary shares and share options are recognised as a deduction from equity, net of any related income tax benefit. Ordinary issued capital bears no special terms or conditions affecting income or capital entitlements of the shareholders.

(xviii) Application of new and revised accounting standards

A number of new or amended standards became applicable for the current reporting period and the Company has changed its accounting policies as a result of the adoption of the following standards. The adoption of these Accounting Standards and Interpretations did not have any significant impact to the financial performance or position of the entity.

(xix) New Accounting Standards for Application in Future Periods

At the date of authorisation of the financial report, a number of Standards and Interpretations including those Standards and Interpretations issued by the IASB/IFRIC, where an Australian equivalent has not been made by the AASB, were in issue but not yet effective for which the Entity has considered it unlikely for there to be a material impact on the financial statements.

(b) Note 2: Actual and Proposed Transactions to Arrive at the Pro-Forma Financial Information

The pro-forma historical financial information has been prepared by adjusting the statement of financial position of the Group as at 31 December 2022 to reflect the financial effects of the following subsequent events which have occurred since 31 December 2022:

- (i) none noted,

and the following pro forma transactions relating to the Group which are yet to occur but are proposed to occur before the Closing Date:

- (ii) issuing 1,000 shares at an issue price of \$0.02 per share to raise \$20 before costs under the offer; and
- (iii) paying the costs of the Offer amounting to \$138,206 are to be recognised in Profit or Loss and Other Comprehensive Income.

(c) **Note 3: Cash and Cash equivalents**

	Pro forma balance
	\$
Cash and cash equivalents	2,088,941
Story-i reviewed balance as at 31 December 2022	2,227,127
<i>Pro-forma adjustments:</i>	
Proceeds from shares issued under the Offer	20
Expenses of the offer – cash settled	(138,206)
Total	(138,186)
Pro-forma Balance	2,088,941

(d) **Note 4: Equity**

	Number of shares	Pro forma balance
	\$	\$
(a) Issued Capital	376,405,857	9,631,153
Story-i fully paid ordinary share capital as at 31 December 2022	376,404,857	9,631,133
<i>Pro-forma adjustments:</i>		
Shares issued under the Offer	-	-
Capital raising costs	1,000	20
Total	1,000	20
Pro-forma Balance	376,405,857	9,631,153

	Pro forma balance
	\$
(b) Retained Earnings	1,093,819
Story-i retained earnings as at 31 December 2022	1,232,025
<i>Pro-forma adjustments:</i>	
Costs of Offer expensed	(138,206)
Total	(138,206)
Pro-forma Balance	1,093,819

(e) **Note 5: Related Parties**

Refer to Sections 3 and 9 of the Prospectus for the interests of the Board.

(f) **Note 6: Subsequent Events**

No subsequent events were noted to have occurred since 31 December 2022.

6 INDEPENDENT LIMITED ASSURANCE REPORT



16 March 2023

The Board of Directors
Story-I Limited
Level 1
247 Oxford Street
West Leederville WA 6007

Dear Board of Directors

Independent Limited Assurance Report on Story-i Limited Historical and Pro forma Financial Information

We have been engaged by Story-i Limited ("Story-i") to prepare this Independent Limited Assurance Report ("Report") in relation to certain financial information of Story-i Limited for inclusion in the Prospectus.

The Prospectus (or "the document") is issued for the purposes of (amongst other things) assisting Story-i in satisfying certain reinstatement conditions to enable the fully paid ordinary shares of Story-i ("Shares") to be reinstated to trading on the official list of the Australian Securities Exchange ("ASX").

Story-i are also looking to issue up to 1,000 shares at an issue price of \$0.02 per share to raise approximately \$20.

Expressions and terms defined in the document have the same meaning in this Report. This Report has been prepared for inclusion in the Prospectus. We disclaim any assumption of responsibility for any reliance on this Report or on the Financial Information to which it relates for any purpose other than that for which it was prepared.

Scope

You have requested Hall Chadwick WA Audit Pty Ltd ("Hall Chadwick") to perform a limited assurance engagement in relation to the historical and pro forma historical financial information described below and disclosed in the Prospectus.

The historical and pro forma historical financial information is presented in the Prospectus in an abbreviated form insofar as it does not include all of the presentation and disclosures required by Australian Accounting Standards and other mandatory professional reporting requirements applicable to general purpose financial reports prepared in accordance with the *Corporations Act 2001* (Cth).



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Hall Chadwick WA Audit Pty Ltd ABN 33 121 222 802
Liability limited by a scheme approved under Professional Standards Legislation.
Hall Chadwick Association is a national group of independent Chartered Accountants and Business Advisory firms.
hallchadwickwa.com.au

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T: +61 8 9426 0666

You have requested Hall Chadwick to review the following historical financial information (together the "Historical Financial Information") of Story-i and its controlled entities ("Group") included in the Prospectus:

- the historical Consolidated Statement of Profit or Loss and Other Comprehensive Income for the period ended 30 June 2021, 30 June 2022, and 31 December 2022 for the Group;
- the historical Consolidated Statement of Financial Position as at 30 June 2021, 30 June 2022, and 31 December 2022 for the Group; and
- the historical Consolidated Statement of Cash Flows for the period ended 30 June 2021, 30 June 2022, and 31 December 2022 for the Group.

The Historical Financial Information of the Group has been extracted from the audited historical financial statements for 30 June 2021 and 30 June 2022 respectively, and the reviewed historical financial statements for 31 December 2022. The financial reports were audited by Stantons International Audit and Consulting Pty Ltd ("Stantons") in accordance with Australian Auditing Standards. Stantons issued unqualified audit opinions for the years ended 30 June 2021 and 30 June 2022 for Story-i Limited. Stantons issued unqualified review conclusion for the period ended 31 December 2022 for Story-i Limited.

Pro Forma Historical Financial Information

You have requested Hall Chadwick to review the pro forma historical Statement of Financial Position as at 31 December 2022 referred to as "the pro forma historical financial information."

The pro forma historical financial information has been derived from the historical financial information of the Group, after adjusting for the effects of the subsequent events and pro forma adjustments described in note 2 of section 6.4 of the Prospectus. The stated basis of preparation is the recognition and measurement principles contained in Australian Accounting Standards applied to the historical financial information and the events or transactions to which the pro forma adjustments relate, as described in note 2 of section 6.4 of the Prospectus, as if those events or transactions had occurred as at the date of the historical financial information. Due to its nature, the pro forma historical financial information does not represent the Group's actual or prospective financial position or financial performance.

The pro-forma historical financial information has been prepared by adjusting the statement of financial position of the Group as at 31 December 2022 to reflect the financial effects of the following subsequent events which have occurred since 31 December 2022:

- (a) none noted,

and the following pro forma transactions relating to the Group which are yet to occur but are proposed to occur before the Closing Date:

- (a) issuing 1,000 shares at an issue price of \$0.02 per share to raise \$20 before costs under the offer.
- (b) paying the costs of the offer amounting to \$138,206 are to be recognised in Profit or Loss and Other Comprehensive Income.

Directors' Responsibility

The directors of the Group are responsible for the preparation of the historical financial information and pro forma historical financial information, including the selection and determination of pro forma adjustments made to the historical financial information and included in the pro forma historical financial information. This includes responsibility for such internal controls as the directors determine are necessary to enable the preparation of historical financial information and pro forma historical financial information that are free from material misstatement, whether due to fraud or error.

Our Responsibility

Our responsibility is to express limited assurance conclusions on the historical financial information and pro forma historical financial information based on the procedures performed and the evidence we have obtained. We have conducted our engagement in accordance with the Standard on Assurance Engagement ASAE 3450 *Assurance Engagements involving Corporate Fundraisings and/or Prospective Financial Information*.

Our limited assurance procedures consisted of making enquiries, primarily of persons responsible for financial and accounting matters, and applying analytical and other review procedures. A limited assurance engagement is substantially less in scope than an audit conducted in accordance with Australian Auditing Standards and consequently does not enable us to obtain reasonable assurance that we would become aware of all significant matters that might be identified in an audit. Accordingly, we do not express an audit opinion.

Our engagement did not involve updating or re-issuing any previously issued audit or review report on any financial information used as a source of the financial information.

Historical Financial Information

Conclusions

Historical Financial Information

Based on our review, which is not an audit, nothing has come to our attention that causes us to believe that the historical financial information for the Group comprising:

- the historical Consolidated Statement of Profit or Loss and Other Comprehensive Income for the period ended 30 June 2021, 30 June 2022, and 31 December 2022 for the Group;

- the historical Consolidated Statement of Financial Position as at 30 June 2021, 30 June 2022, and 31 December 2022 for the Group; and
- the historical Consolidated Statement of Cash Flows for the period ended 30 June 2021, 30 June 2022, and 31 December 2022 for the Group.

is not presented fairly in all material respects, in accordance with the stated basis of preparation as described in section 6.2 of the Prospectus.

Pro Forma Historical Financial Information

Based on our review, which is not an audit, nothing has come to our attention that causes us to believe that the pro forma historical financial information comprising the Pro Forma Historical Consolidated Statement of Financial Position of the Group as at 31 December 2022 is not presented fairly in all material respects, in accordance with the stated basis of preparation as described in 6.2 of the Prospectus.

Restriction on Use

Without modifying our conclusions, we draw attention to section 6.1 of the Prospectus, which describes the purpose of the financial information, being for inclusion in the Prospectus. As a result, the financial information may not be suitable for use for another purpose.

Consent

Hall Chadwick has consented to the inclusion of this Independent Limited Assurance Report in this disclosure document in the form and context in which it is so included (and at the date hereof, this consent has not been withdrawn), but has not authorised the issue of the disclosure document. Accordingly, Hall Chadwick makes no representation or warranties as to the completeness and accuracy of any information contained in this disclosure document, and takes no responsibility for, any other documents or material or statements in, or omissions from, this disclosure document.

Liability

The Liability of Hall Chadwick is limited to the inclusion of this report in the Prospectus. Hall Chadwick makes no representation regarding, and takes no responsibility for any other statements, or material in, or omissions from the Prospectus.

Declaration of Interest

Hall Chadwick does not have any interest in the outcome of this transaction or any other interest that could reasonably be regarded as being capable of affecting its ability to give an unbiased conclusion in this matter. Hall Chadwick will receive normal professional fees for the preparation of the report.

Yours Faithfully



MARK DELAURENTIS CA
Director

7 DETAILS OF THE OFFER

7.1 The Offer

The Company is offering, pursuant to this Prospectus, 1,000 Shares at an issue price of A\$0.02 (**Offer Price**) each to raise up to approximately A\$20 (before associated costs) (**Offer**).

The Shares to be issued pursuant to the Offer are of the same class and will rank equally with the existing Shares on issue. Refer to Section 9.1 for a summary of the rights attaching to Shares.

The Company is only extending the Offer to specific parties on invitation from the Directors. The Company will only provide Application Forms to these parties.

This Prospectus has been issued, and the Offer is being undertaken, to assist the Company in satisfying certain Reinstatement Conditions to enable the Shares to be reinstated to the Official List.

The Offer is not underwritten.

7.2 Purpose of this Prospectus

The purpose of this Prospectus is to assist the Company in satisfying certain Reinstatement Conditions to enable the Shares to be reinstated to the Official List.

7.3 Minimum Subscription

There is no minimum subscription for the Offer.

7.4 Financial Position

As at 28 February 2023, the Company has cash reserves of IDR23,525,284,433 (being approximately A\$2,293,583¹).

The Board believes that its current cash reserves (and cash flow derived through its operations) are sufficient to provide the Company with sufficient working capital to achieve its stated objectives as detailed in this Prospectus (refer to Section 2.7) and to fund its activities for the next 12 months.

The Company intends to apply its existing cash reserves (and cash flow derived through its operations) over the 12 months following the reinstatement of the Shares to the Official List to the objectives detailed in this Prospectus (refer to Section 2.7) and for working capital purposes.

7.5 Forecasts

Due to the nature of the Company's business activities and the market in which it operates, there are significant uncertainties associated with forecasting future revenues (if any) from the Company's proposed activities.

The Directors have considered the matters detailed in ASIC Regulatory Guide 170 and believe that they do not have a reasonable basis to forecast future earnings on the basis that the operations of the Company are inherently uncertain. Accordingly, any forecast or projections would contain such a broad range of potential outcomes and possibilities that it is not possible to prepare a reliable best estimate forecast or projection.

The Directors consequently believe that, given these inherent uncertainties, it is not possible to include reliable forecasts in this Prospectus.

Refer to Section 2 for further information in respect to the Company's existing and proposed activities.

¹ Based on the Reserve Bank of Australia exchange rate of 1AUD to 10257IDR as at 28 February 2023.

7.6 Capital Structure

The Company's capital structure following completion of the Offer (assuming the Shares under the Offer are issued) is detailed below:

	Shares
On issue at the date of this Prospectus	376,404,857
Shares issued under the Offer ¹	1000
TOTAL	376,405,857

Note:

1. Refer to Section 7.1 for further details.

7.7 Restricted Securities and Escrow Arrangements

Chapter 9 of the Listing Rules prohibits holders of securities in the Company which ASX classifies as 'restricted securities' from disposing or agreeing to dispose of those securities or an interest in those securities for the relevant restriction periods (being escrow restrictions).

None of the Shares to be issued or sold pursuant to the Offer will be subject to any ASX-imposed escrow or voluntary escrow restrictions.

7.8 Closing Date

The closing date for the Offer is 5.00pm (AWST) on Friday, 17 March 2023 (**Closing Date**) or such other date as the Directors in their absolute discretion shall determine, subject to the requirements under the Listing Rules.

The Company reserves the right, subject to the Corporations Act and the Listing Rules, to vary the Closing Date without prior notice. If the Closing Date is varied, subsequent dates may also be varied accordingly.

7.9 Application Forms

The Company will send this Prospectus, together with an Application Form, to selected persons whom the Directors determine are eligible to participate in the Offer.

If you wish to subscribe for Shares, you should complete and return the Application Form, which will be provided with a copy of this Prospectus by the Company at the Company's discretion, in accordance with the instructions in the Application Form.

If you are in doubt as to the course of action, you should consult your professional advisor.

Acceptance of a completed Application Form by the Company creates a legally binding contract between the Applicant and the Company for the number of Shares accepted by the Company. The Application Form does not need to be signed to be a binding acceptance of Shares.

If the Application Form is not completed correctly it may still be treated as valid. The Directors' decision as to whether to treat the acceptance as valid and how to construe, amend or complete the Application Form is final.

No brokerage, commission or stamp duty is payable by Applicants on an acquisition of Shares under the Offer.

7.10 Issue and Dispatch

All Shares under the Offer are expected to be issued on or before the dates specified in the Indicative Timetable.

It is the responsibility of Applicants to determine their allocation prior to trading in Shares. Applicants who sell Shares before they receive their holding statements will do so at their own risk.

7.11 Application Monies

Application Monies received under the Offer will be held in a special purpose account until Shares are issued or transferred to successful Applicants.

Applicants under the Offer whose Applications are not accepted, or who are allocated a lesser dollar amount of Shares than the amount applied for, will be mailed (or otherwise in the Company's discretion provided with) a refund (without interest) of all or part of their Application Monies, as applicable.

No refunds pursuant solely to rounding will be provided. Interest will not be paid on any monies refunded and any interest earned on Application Monies pending the allocation or refund will be retained by the Company.

It is your responsibility to ensure that your payment is received by no later than the Closing Date. You should be aware that your financial institution may implement earlier cut-off times with regard to electronic payment, and you should therefore take this into consideration when making payment.

7.12 Discretion regarding the Offer

The Company may at any time decide to withdraw this Prospectus and/or the Offer in which case the Company will return all Application Monies (without interest) in accordance with the requirements of the Corporations Act.

7.13 CHESS

The Company will apply to participate in the Clearing House Electronic Subregister System (**CHESS**), which is the ASX electronic transfer and settlement system in Australia, in accordance with the Listing Rules and ASX Operating Rules. Settlement of trading of quoted securities on the ASX market takes place on CHESS. CHESS allows for and requires the settlement of transactions in securities quoted on ASX to be effected electronically. The Company will operate an electronic issuer-sponsored sub-register and an electronic CHESS sub-register. The two sub-registers together will make up the Company's register of Shareholders.

The Company will not issue certificates of title to Shareholders. Instead, as soon as is practicable after allotment, successful Applicants will receive a holding statement which sets out the number of Shares issued to them, in much the same way as the holder of shares in an Australian incorporated ASX-listed entity would receive a holding statement in respect of shares. A holding statement will also provide details of a Shareholder's HIN (in the case of a holding on the CHESS sub-register) or SRN (in the case of a holding on the issuer sponsored sub-register).

Following distribution of these initial holding statements, an updated holding statement will only be provided at the end of any month during which changes occur to the number of Shares held by Shareholders. Shareholders may also request statements at any other time (although the Company may charge an administration fee).

7.14 ASX Listing and Official Quotation

Application for Official Quotation of the Shares offered under this Prospectus will be made within seven days of the date of this Prospectus.

If ASX does not grant permission for Official Quotation within three months after the date of this Prospectus (or within such longer period as may be permitted by ASIC) none of the Shares offered under the Offer will be allotted and issued. If no allotment and issue is made, all Application Monies will be refunded to Applicants (without interest) as soon as practicable.

ASX takes no responsibility for the contents of this Prospectus. The fact that ASX may grant Official Quotation is not to be taken in any way as an indication of the merits of the Company or the Shares offered pursuant to this Prospectus.

7.15 Risks

Prospective investors should be aware that an investment in the Company should be considered highly speculative and involves a number of risks inherent in the business activities of the Company. Section 4 details the key risk factors which prospective investors should be aware of. It is recommended that prospective investors consider these risks carefully before deciding whether to invest in the Company.

This Prospectus should be read in its entirety as it provides information for prospective investors to decide whether to invest in the Company. If you have any questions about the desirability of, or procedure for, investing in the Company please contact your stockbroker, accountant or other independent adviser.

7.16 Overseas Applicants

No action has been taken to register or qualify the Shares, or the Offer, or otherwise to permit a public offering of Shares, in any jurisdiction outside Australia.

The distribution of this Prospectus in jurisdictions outside Australia may be restricted by law and persons who come into possession of this Prospectus should seek advice on and observe any such restrictions. Any failure to comply with such restrictions may constitute a violation of those laws.

This Prospectus may not be released or distributed in the United States or elsewhere outside Australia, unless it has attached to it the selling restrictions applicable in the jurisdiction outside Australia and may only be distributed to persons to whom the Offer may lawfully be made in accordance with the laws of any applicable jurisdiction.

This Prospectus does not constitute an offer of Shares in any jurisdiction where, or to any person to whom, it would be unlawful to issue this Prospectus. In particular, this Prospectus may not be distributed to any person, and the Shares may not be offered or sold in any country outside Australia except to the extent permitted below.

7.17 Taxation

The acquisition and disposal of Shares will have tax consequences, which will differ depending on the individual financial affairs of each investor. All potential investors in the Company are urged to obtain independent financial advice about the consequences of acquiring Shares, pursuant to the Offer, from a taxation viewpoint and generally.

To the maximum extent permitted by law, the Company, its officers and each of their respective advisers accept no liability or responsibility with respect to the taxation consequences of subscribing for Shares under this Prospectus.

7.18 Withdrawal

The Directors may at any time decide to withdraw this Prospectus and the Offer in which case the Company will return all Application Monies (without interest) within 28 days of giving notice of their withdrawal.

7.19 Paper Copies of this Prospectus

The Company will provide paper copies of this Prospectus (including any supplementary or replacement prospectus or documents) and the applicable Application Form to investors upon request and free of charge. Requests for a paper copy should be directed to the Company Secretary on +61 499 900 044.

7.20 Dividend Policy

The extent, timing and payment of any dividends in the future will be determined by the Directors based on a number of factors, including future earnings and the financial performance and position of the Company.

At the date of issue of this Prospectus, the Company does not intend to declare or pay any dividends in the immediately foreseeable future. However, it is the aim of the Company that, in the longer term, its financial performance and position will enable the payment of dividends.

Any future determination as to the payment of dividends by the Company will be at the sole discretion of the Directors and will depend on the availability of distributable earnings and operating results and financial condition of the Company, future capital requirements and general business and other factors considered relevant by the Directors. No assurance in relation to the payment of dividends or franking credits attaching to dividends can be given by the Company.

7.21 Enquiries

This Prospectus provides information for potential investors in the Company, and should be read in its entirety. If, after reading this Prospectus, you have any questions about any aspect of an investment in the Company, please contact your stockbroker, accountant or independent financial adviser.

Questions relating to the Offer and the completion of an Application Form can be directed to the Company Secretary on +61 499 900 044.

8 MATERIAL CONTRACTS

The Directors consider that certain contracts entered into by the Company are material to the Company or are of such a nature that an investor may wish to have particulars of them when assessing whether to apply for Shares under the Offer. The provisions of such material contracts are summarised in this Section 8.

8.1 Executive Services Agreement

The Company has entered into an executive services agreement with Mr Michael Chan and pursuant to which Mr Chan is engaged as Managing Director of the Company (**Executive Services Agreement**) on the following terms:

(a) **Term**

The Executive Services Agreement will continue until:

- (i) the Company terminates the Executive Services Agreement (without cause) by giving Mr Chan three months' written notice (or makes payment in lieu of notice), unless the Company is terminating as a result of serious misconduct (or other similar grounds) by Mr Chan, in which case no notice is required; and
- (ii) Mr Chan terminates the Executive Services Agreement by giving the Company's six months' written notice.

(b) **Remuneration**

In connection with Mr Chan's remuneration as Managing Director of the Company, the Company will pay Mr Chan a base salary of A\$120,000 (excluding of superannuation) for providing managing director services to the Company.

The Executive Services Agreement is otherwise on terms customary for an agreement of this nature, including relating to confidentiality and return of company property on expiry of term.

8.2 Non-Executive Director Arrangements

The Company has entered into non-executive director appointment letters with Messrs Djohan Widodo, Michael Pixley, Han Peng Lee and Stuart Usher on the following terms:

- (a) Mr Djohan Widodo receives annual director fees of A\$36,000;
- (b) Mr Michael Pixley receives annual director fees of A\$36,000;
- (c) Mr Hang Peng Lee receives annual director fees of A\$36,000;
- (d) Mr Stuart Usher receives annual director fees of A\$24,000;
- (e) the non-executive director will be reimbursed for any reasonable and properly documented expenses incurred in the performance of the non-executive director's duties; and
- (f) the respective appointments shall cease if the non-executive director:
 - (i) advises the Company in writing of the non-executive director's:
 - (A) voluntary resignation; or
 - (B) mandatory resignation where, for any reason, the non-executive director becomes disqualified or prohibited by law from being or acting as a director or from being involved in the management of a company; or
 - (ii) at the end of any Shareholders meeting, is not re-elected by Shareholders.

The non-executive director appointment letters are otherwise on terms customary for agreements of this nature, including relating to confidentiality and management of conflicts.

8.3 Deeds of Indemnity, Access and Insurance

The Company has entered into standard deeds of indemnity, access and insurance with each of the Directors. Pursuant to those deeds, the Company has undertaken, consistent with the Corporations Act, to indemnify each Director in certain circumstances and to maintain directors' and officers' insurance cover in favour of the Director during the period of their appointment and for seven years after the Director has ceased to be a Director. The Company has further undertaken with each Director to maintain a complete set of the Company's board papers and to make them available to the Director for seven years after the Director has ceased to be a Director.

8.4 Company Secretary Agreement

The Company has entered into an agreement with Geneva Partners pursuant to which company secretarial services are provided by the person of Mr Stuart Usher in consideration for the payment of A\$3,000 per month plus GST (**Company Secretary Agreement**). Either party may terminate the Company Secretary Agreement by providing six months' notice in writing. The Company Secretary Agreement is otherwise on terms customary for agreements of this nature.

Mr Stuart Usher, a Director, is a director of Geneva Partners. The Board (excluding Mr Usher) considers the terms of the Company Secretary Agreement are no more favourable than those available, or which might reasonably be expected to be available, on similar transactions to non-related entities on an arm's length basis.

8.5 Apple Group Arrangements

The Company has, through PT Inetindo, entered into a series of agreements with Apple Group relating to the:

- resale of Authorised Products by PT Inetindo (**Reseller Agreement**);
- resale of Authorised Products as part of the Apple Premium Reseller Program by PT Inetindo (**Premium Reseller Addendum**);
- participation in the Managed Monobrand Program by PT Inetindo (**Monobrand Program Addendum**);
- resale of Authorised Products to Education Customers by PT Inetindo (**Education Sales Addendum**); and
- offering of in-warranty and out-of-warranty repair service for Products by PT Inetindo (**Service Provider Agreement**).

The Apple Arrangements in respect of:

- Apple ID relate to production authorisation of the use of MacOS operating system; and
- Apple SG relate to product authorisation of the use of the iOS operating system.

The terms of the Apple Group Arrangements are provided below.

(a) Reseller Agreement

The Reseller Agreement provides that:

- (i) (**appointment**) PT Inetindo is a non-exclusive reseller of Authorised Products to Customers in Indonesia from Authorised Locations. PT Inetindo must receive written authorisation from Apple Group prior to:

- (A) selling or offering for sale Authorised Products to certain customers (including government agencies, liquidators and administrators); and
 - (B) selling Authorised Products through Authorised Electronic Locations;
- (ii) **(reseller obligations)** PT Inetindo has obligations as a reseller of Authorised Products, including that PT Inetindo must:
 - (A) promote and sell Products in a manner that maintains the good name, goodwill and reputation of Apple Group, its employees, directors, affiliates, the Products and its brand;
 - (B) not:
 - (I) engage in any illegal, false or deceptive acts or practices in the course of its business activities or performance of the Reseller Agreement;
 - (II) permit any other person or entity to sell any Authorised Products, for export outside Indonesia; or
 - (III) engage in the sale or distribution of any Products that have not been distributed by Apple Group for sale in Indonesia;
 - (C) not offer for sale any Prohibited Products;
 - (D) at its own expense comply with Apple Group's guidelines concerning staffing and training of PT Inetindo's sales personnel designated to sell Authorised Products to customers;
 - (E) not:
 - (I) make or facilitate any changes to Products that alter the functionality or capability of such Products;
 - (II) bundle Products with third party products without prior written approval from Apple Group; or
 - (III) perform warranty or repair services for Products without the Service Provider Agreement in effect; and
 - (F) notify Apple Group in writing of:
 - (I) any suspected Product defect or safety issue; or
 - (II) any claims or proceedings concerning Products;
- (iii) **(trademarks)** PT Inetindo has a non-exclusive, non-transferable, revocable and limited license to use the Apple Group marks solely to promote and sell Products in Indonesia subject to PT Inetindo complying with the Reseller Agreement and guidelines issued by Apple Group;
- (iv) **(indemnity):**
 - (A) PT Inetindo will defend, hold harmless and indemnify Apple Group, its subsidiaries and affiliates, and their respective officers, directors, employees and agents from and against any claim or threat of claim or proceeding brought by a third party against Apple Group arising out of the acts and/or omissions of PT Inetindo (including its subsidiaries or affiliates and their officers, directors, employees, agents or contractors); and
 - (B) provided that PT Inetindo:
 - (I) promptly notifies Apple Group in writing of any claim, threatened claim or proceeding;

(II) gives Apple Group sole control over the defence and all related settlement negotiations; and

(III) does not compromise or settle any claims,

then, and subject to certain exceptions and limitations, Apple Group will defend, hold harmless and indemnify PT Inetindo against a proceeding or action brought by a third party against PT Inetindo to the extent based on a claim alleging:

(IV) a Product sold by PT Inetindo in accordance with the Reseller Agreement that a Customer has paid to acquire infringes an existing patent in Indonesia, a copyright or trademark in Indonesia, or misappropriates a trade secret in Indonesia; or

(V) a Product purchased from PT Inetindo directly caused death, bodily injury, or damage to tangible property (not including damage to or loss of electronic data) after the Product was purchased and removed from PT Inetindo's, its subsidiary's or affiliate's location;

(v) **(term)** the Reseller Agreement remains in effect until 31 December 2023;

(vi) **(termination)** the Reseller Agreement may be terminated by:

(A) either party at any time with or without cause on 30 days written notice; and

(B) Apple Group immediately in certain circumstances, including:

(I) PT Inetindo fails to perform any material obligation under the Reseller Agreement;

(II) PT Inetindo commits a crime or engages in unlawful or unfair business practice;

(III) there is a material change in or transfer of PT Inetindo's management, ownership, control or business operations or PT Inetindo becomes affiliated, through common management, ownership or control with any person or entity that is unacceptable to Apple Group; or

(IV) PT Inetindo closes its last Authorised Location; and

(vii) **(effect of termination)** upon termination or expiration of the Reseller Agreement or one or more Authorised Locations, PT Inetindo must:

(A) cease from marketing or distributing products and Authorised Products;

(B) cease use of any Apple Group content and Apple Group marks; and

(C) return all Apple Group property including loaned equipment and material containing Apple Group confidential information (or confirm the destruction of such information).

(b) **Premium Reseller Addendum**

The Premium Reseller Addendum incorporates the terms of the Reseller Agreement and further provides that:

(i) **(appointment)** PT Inetindo is a non-exclusive premium reseller at Apple Group's sole discretion provided that:

- (A) each Authorised Premium Location meets Apple Group's eligibility criteria relating to:
 - (I) location, visibility, floor space size, design and layout, signage, opening hours and quality control;
 - (II) internet connection speeds and the resale and display of Products and Third Party Products in compliance with merchandising guidelines;
 - (III) staff numbers, training and technical expertise; and
 - (IV) financing options, customer repairs, customer training and AppleCare Protection Plan; and
- (B) PT Inetindo complies with the terms of the Apple Group Arrangements;
- (ii) **(locations)** PT Inetindo's appointment as an Apple Premium Reseller and the associated benefits it may receive under the Apple Premium Reseller Program applies only to the Authorised Premium Location(s) expressly authorised by Apple Group in writing;
- (iii) **(program benefits)** PT Inetindo receives benefits from being a premium reseller of Authorised Products, including that:
 - (A) PT Inetindo may use the Apple Premium Reseller Program mark in Authorised Premium Location communications in furtherance of PT Inetindo's appointment provided that that all such use complies with Apple Group's marketing guidelines, the terms and conditions of the Apple Group Arrangements and any communications from Apple Group;
 - (B) Apple Group will provide store design requirements and a design kit through Apple Group's store design service. PT Inetindo may qualify for certain funding incentives provided by Apple Group provided that PT Inetindo complies with the requirements of the Apple Premium Reseller Program, uses only Apple Group approved suppliers and implements all of the features of Apple Group's store design requirements; and
 - (C) Apple Group may provide other benefits such as the opportunity to participate in marketing activities and receive best-practice guidelines;
- (iv) **(program obligations)** PT Inetindo has obligations from being a premium reseller of Authorised Products, including that PT Inetindo must:
 - (A) install a footfall tracker at Authorised Premium Locations as specified by Apple Group;
 - (B) comply with any merchandising guidelines, showroom elements and graphical assets issued by Apple Group; and
 - (C) utilise any available software and demo content updates made available by Apple Group for use at Authorised Premium Locations;
- (v) **(term)** the Premium Reseller Addendum remains in effect as long as the Reseller Agreement is in effect;
- (vi) **(termination)** the Premium Reseller Addendum or one or more Authorised Premium Locations may be terminated by:
 - (A) either party at any time with or without cause on 30 days written notice; and

- (B) Apple Group immediately and without period to remedy in certain circumstances, including:
 - (I) PT Inetindo fails to perform any obligation under the Premium Reseller Addendum;
 - (II) PT Inetindo commits a crime or engages in unlawful or unfair business practice;
 - (III) there is a material change in or transfer of PT Inetindo's management, ownership, control or business operations or PT Inetindo becomes affiliated, through common management, ownership or control with any person or entity that is unacceptable to Apple Group; or
 - (IV) PT Inetindo closes its last Authorised Premium Location; and
- (vii) **(effect of termination)** upon termination or expiration of the Premium Reseller Addendum or one or more Authorised Premium Locations, PT Inetindo must:
 - (A) cease use of Apple Group intellectual property, the Apple Premium Reseller Program mark and all elements of the Apple Premium Reseller Program;
 - (B) use an approved vendor to dispose of the store fixtures and graphical assets; and
 - (C) not sell or repurpose store fixtures or graphical assets without Apple Group's written consent.

(c) **Managed Monobrand Addendum**

The Managed Monobrand Addendum incorporates the terms of the Reseller Agreement and further provides that:

- (i) **(appointment)** PT Inetindo is a non-exclusive Managed Monobrand Reseller responsible for ensuring that any activities carried out for the purposes of this Managed Monobrand Program take into account the non-exclusive nature of its appointment. PT Inetindo must seek Apple Group's prior written approval before finalising the lease for a location it would like to nominate for appointment to the Managed Monobrand Program;
- (ii) **(locations)** PT Inetindo's appointment and the associated benefits it may receive under the Managed Monobrand Program apply only to the Authorised Managed Monobrand Location(s) and it will not change the location of any of its Authorised Managed Monobrand Locations without Apple Group's prior written approval;
- (iii) **(program benefits)** PT Inetindo receives benefits from being a participant in the Managed Monobrand Program, including:
 - (A) the opportunity to receive best-practice recommendations for the development of its business, such recommendations and guidance may include store layout, fixture design and merchandising; and
 - (B) design guidance including without limitation any and all specifications relating to fixtures for displaying Products;
- (iv) **(program obligations)** PT Inetindo has obligations from being a participant in the Managed Monobrand Program, including that PT Inetindo must:
 - (A) install a footfall tracker at Authorised Managed Monobrand Locations as specified by Apple Group;

- (B) comply with Apple Group's requirements regarding final store design, including using fixtures, flooring and other materials supplied by Apple Group's approved vendors; and
 - (C) comply with any guidelines provided by Apple, including those relating to channel identity and channel signatures, and must not use non-approved materials;
- (v) **(term)** the Managed Monobrand Addendum remains in effect as long as the Reseller Agreement is in effect;
- (vi) **(termination)** the Managed Monobrand Addendum or one or more Authorised Managed Monobrand Locations may be terminated by:
 - (A) either party at any time with or without cause on 30 days written notice; and
 - (B) Apple Group immediately and without period to remedy in certain circumstances, including:
 - (I) PT Inetindo fails to perform any obligation under the Managed Monobrand Addendum;
 - (II) PT Inetindo fails to launch the Managed Monobrand Program within six months of execution of the Managed Monobrand Addendum; and
 - (III) PT Inetindo closes its last Authorised Managed Monobrand Location; and
- (vii) **(effect of termination)** upon termination or expiration of the Managed Monobrand Addendum or one or more Managed Monobrand Locations, PT Inetindo must:
 - (A) cease use of Apple Group intellectual property and all elements of the Managed Monobrand Program in all signs, displays, stationery, marketing material and all other communications media in relation to the Managed Monobrand Program;
 - (B) cease use of all Apple designed store fixtures whether or not Apple contributed to the funding of such fixtures or any funding to the implementation of the designs;
 - (C) dispose of all Apple designed or Apple funded store fixtures and graphical assets in full compliance with all regulatory and legal requirements, including without limitation laws and regulations focused on environmental concerns; and
 - (D) not sell or repurpose store fixtures or graphical assets without Apple Group's written consent.

(d) **Education Sales Addendum**

The Education Sales Addendum incorporates the terms of the Reseller Agreement and further provides that:

- (i) **(appointment)** PT Inetindo is a limited and non-exclusive reseller at Apple Group's sole discretion for the resale of Authorised Products to Education Customers from Authorised Locations provided that PT Inetindo continuously complies with and satisfies its obligations under the Reseller Agreement and the Education Sales Addendum;
- (ii) **(additional terms)** PT Inetindo must (amongst other things):

- (A) offer AppleCare Protection Plan for Products for sale to all Education Customers and ensure adequate inventory at all times;
- (B) provide a high standard of "face-to-face" support and a demonstration of Products to all Education Customers; and
- (C) inform Education Customers of Apple Group's warrant, service and support options (including how these may be accessed by the Apple Group web site);
- (iii) **(term)** the Education Sales Addendum remains in effect as long as the Reseller Agreement is in effect; and
- (iv) **(termination)** the Education Sales Addendum may be terminated by:
 - (A) either party at any time without cause on 30 days written notice; and
 - (B) Apple Group immediately if PT Inetindo fails to comply with the Education Sales Addendum, the Reseller Agreement or any ancillary terms.

(e) **Service Provider Agreement**

The Service Provider Agreement provides that:

- (i) **(appointment)** PT Inetindo is a non-exclusive authorised service provider at Apple Group's sole discretion that may provide Authorised Services and sell Resale Products as specified by Apple Group in Indonesia from Authorised Service Location(s). PT Inetindo may also acquire Service Products and Resale Products from an Apple Group Authorised Parts Distributor;
- (ii) **(prices)** except when providing services for Covered Repairs, in which case Apple Group will compensate PT Inetindo pursuant to the Manual, PT Inetindo will determine its own prices for Resale Products, parts and services;
- (iii) **(service provider obligations)** PT Inetindo will:
 - (A) provide Authorised Services in a manner that maintains the good name, goodwill and reputation of Apple Group, its employees, directors, affiliates, the Products and its brand;
 - (B) not:
 - (I) engage in any illegal, false or deceptive acts or practices in the course of its business activities or performance of the Service Provider Agreement;
 - (II) permit any other person or entity to sell any Products, Service Products or Resale Products for export outside Indonesia; or
 - (III) engage in the sale or distribution of any Products, Service Products or Resale Products that have not been distributed by Apple Group for sale in Indonesia;
 - (C) not use, sell, offer, distribute or promote any Prohibited Servicing Products;
 - (D) notify Apple Group in writing of:
 - (I) any suspected Product, Service Product or Resale Product safety issue; or
 - (II) any claims or proceedings concerning Products, Service Products or Resale Products;

- (E) not make or issue any representations, warranties or guarantees with respect to the specifications, capabilities or features of any Products, Resale Products or Service Products that are inconsistent with Apple Group's documentation;
 - (F) to obtain reimbursement for Covered Repairs, PT Inetindo must access GSX and furnish Apple Group with information establishing that it has performed the Covered Repairs as required by the Manual and maintain service documentation in accordance with the Service Provider Agreement; and
 - (G) pay any applicable sales or use taxes, duties or other imposts due on account of purchases with the Service Provider Agreement;
- (iv) **(purchase)** in order to qualify to acquire or purchase Service Products and Resale Products directly from Apple Group, PT Inetindo must satisfy all requirements and obligations of the Service Provider Agreement applicable to the acquisition or purchase of:
- (A) Service Products, being new, used, remanufactured or refurbished parts, service modules and whole service units that are used for servicing Products; and
 - (B) Resale Products, being new, used, remanufactured or refurbished parts, service modules and whole service units that are resold as part of an Authorised Service event;
- (v) **(trademarks)** PT Inetindo has a non-exclusive, non-transferable, revocable and limited license to use the Apple Group marks solely to service products and sell Resale Products in Indonesia subject to PT Inetindo complying with the Service Provider Agreement and guidelines issued by Apple Group;
- (vi) **(data privacy and security)** PT Inetindo must comply with certain data and security obligations issued by Apple Group aimed at securing and protecting personal data;
- (vii) **(indemnity):**
- (A) PT Inetindo will defend, hold harmless and indemnify Apple Group, its subsidiaries and affiliates, and their respective officers, directors, employees and agents from and against any claim or threat of claim or proceeding brought by a third party against Apple Group arising out of the acts and/or omissions of PT Inetindo (including its subsidiaries or affiliates and their officers, directors, employees, agents or contractors); and
 - (B) provided that PT Inetindo:
 - (I) promptly notifies Apple Group in writing of any claim, threatened claim or proceeding;
 - (II) gives Apple Group sole control over the defence and all related settlement negotiations; and
 - (III) does not compromise or settle any claims,

then, and subject to certain exceptions and limitations, Apple Group will defend, hold harmless and indemnify PT Inetindo against a proceeding or action brought by a third party against PT Inetindo to the extent based on a claim alleging:

 - (IV) a Product sold by PT Inetindo in accordance with the Reseller Agreement that a Customer has paid to acquire infringes an existing patent in Indonesia, a copyright or trademark in the

- Indonesia, or misappropriates a trade secret in the Indonesia;
or
- (V) a Product purchased from PT Inetindo directly caused death, bodily injury, or damage to tangible property (not including damage to or loss of electronic data) after the Product was purchased and removed from PT Inetindo's, its subsidiary's or affiliate's location;
- (viii) **(term)** the Service Provider Agreement remains in effect until 31 December 2023;
- (ix) **(termination)** the Service Provider Agreement or any Authorised Service Location may be terminated by:
 - (A) either party at any time with or without cause on 30 days written notice; and
 - (B) Apple Group immediately in certain circumstances, including:
 - (I) PT Inetindo fails to perform any obligation under the Service Provider Agreement;
 - (II) PT Inetindo commits a crime or engages in unlawful or unfair business practice;
 - (III) there is a material change in or transfer of PT Inetindo's management, ownership, control or business operations or PT Inetindo becomes affiliated, through common management, ownership or control with any person or entity that is unacceptable to Apple Group; or
 - (IV) PT Inetindo closes its last Authorised Service Location; and
- (x) **(effect of termination)** upon termination or expiration of the Service Provider Agreement or one or more Authorised Service Locations, PT Inetindo must:
 - (A) cease from marketing or distributing products and Authorised Services;
 - (B) cease use of any Apple Group content and Apple Group marks;
 - (C) complete all service in progress and make final claim on Apple Group for all reimbursement for providing Covered Repair service within 30 days of termination;
 - (D) pay all amounts due and owing; and
 - (E) return all Apple Group property including loaned equipment and material containing Apple Group confidential information (or confirm the destruction of such information).

8.6 Mandate

On 16 March 2023, the Company entered into a mandate letter with EverBlu Capital Corporate Pty Ltd (**Everblu**) to act, on an exclusive basis, as the Company's corporate adviser.

The Company has agreed to pay EverBlu the following fees:

- (a) a retainer of \$10,000 per month for corporate advisor services;
- (b) a fee of 6% of the gross amount raised under any capital raising transaction;
- (c) subject to the Company obtaining shareholder approval, issue one Share per \$1 raised under a capital raising transaction; and

- (d) subject to the Company obtaining shareholder approval, issue 23 options, each with an exercise price at a 100% premium to the issue price of shares under a capital raising transaction and with an expiry date of 2 years, for every \$1 raised under a capital raising transaction.

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 contains other standard indemnities, terms and conditions expected to be included in a mandate of this nature. As at the date of this Prospectus, the Company has no intention to undertake a capital raising.

9 ADDITIONAL INFORMATION

9.1 Rights attaching to Shares

A summary of the rights attaching to the Shares under the Offer is detailed below. This summary is qualified by the full terms of the Constitution (a full copy of the Constitution is available from the Company on request free of charge) and does not purport to be exhaustive or to constitute a definitive statement of the rights and liabilities of Shareholders. These rights and liabilities can involve complex questions of law arising from an interaction of the Constitution with statutory and common law requirements. For a Shareholder to obtain a definitive assessment of the rights and liabilities which attach to the Shares in any specific circumstances, the Shareholder should seek legal advice.

(a) Ranking of Shares

At the date of this Prospectus, all Shares are of the same class and rank equally in all respects. Specifically, the Shares issued pursuant to this Prospectus will rank equally with existing Shares.

(b) General meetings

Shareholders are entitled to be present in person, or by proxy, attorney or representative to attend and vote at general meetings of the Company.

The Directors may convene a general meeting at their discretion. General meetings shall also be convened on requisition as provided for by the Corporations Act.

(c) Voting rights

Subject to any rights or restrictions for the time being attached to any class or classes of shares, at general meetings of shareholders or classes of shareholders:

- (i) every shareholder present and entitled to vote may vote in person or by proxy, attorney or representative;
- (ii) on a show of hands, every person present who is a shareholder or a proxy, attorney or representative of a shareholder has one vote; and
- (iii) on a poll, every person present who is a shareholder or a proxy, attorney or representative of a shareholder shall, in respect of each fully paid share held by him, or in respect of which he is appointed a proxy, attorney or representative, have one vote for the share, but in respect of partly paid shares shall have such number of votes as bears the same proportion to the total of such shares registered in the shareholder's name as the amount paid (not credited) bears to the total amounts paid and payable (excluding amounts credited).

(d) Dividend rights

Shareholders will be entitled to dividends, distributed among members in proportion to the capital paid up, from the date of payment. No dividend carries interest against the Company and the declaration of Directors as to the amount to be distributed is conclusive.

Shareholders may be paid interim dividends or bonuses at the discretion of the Directors.

(e) Transfer of Shares

Shares can be transferred upon delivery of a proper instrument of transfer to the Company or by a transfer in accordance with the ASX Settlement Operating Rules. The instrument of transfer must be in writing, in the approved form, and signed by the transferor and the transferee. Until the transferee has been registered, the transferor is deemed to remain the holder, even after signing the instrument of transfer.

In some circumstances, the Directors may refuse to register a transfer if upon registration the transferee will hold less than a marketable parcel. The Board may refuse to register a transfer of Shares upon which the Company has a lien.

(f) **Variation of rights**

The rights attaching to the Shares may only be varied by the consent in writing of the holders of three-quarters of the Shares, or with the sanction of a special resolution passed at a general meeting.

(g) **Unmarketable parcels**

The Constitution provides for the sale of unmarketable parcels subject to any applicable laws and provided a notice is given to the minority Shareholders stating that the Company intends to sell their relevant Shares unless an exemption notice is received by a specified date.

(h) **Rights on winding up**

If the Company is wound up, the liquidator may with the sanction of special resolution, divide the assets of the Company amongst members as the liquidator sees fit. If the assets are insufficient to repay the whole of the paid up capital of members, they will be distributed in such a way that the losses borne by members are in proportion to the capital paid up.

(i) **Restricted securities**

A holder of restricted securities (as defined in the Listing Rules) must comply with the requirements imposed by the Listing Rules in respect of restricted securities.

9.2 Summary of the Employee Incentive Plan

The Company intends to shortly convene a Shareholders meeting whereby the Company will seek shareholder approval to approve (amongst other matters) the adoption of a new employee incentive plan. The proposed terms of the employee incentive plan are summarised below.

(a) **Definitions**

For the purposes of the Plan:

(i) **Eligible Participant** means:

- (A) Directors and Employees who are determined by the Board in its sole and absolute discretion to be eligible to receive grants of Employee Incentives; or
- (B) any other person who is determined by the Board in its sole and absolute discretion to be eligible to receive grants of Employee Incentives.

(ii) **Employee** means an employee or service provider of the Company or any of its subsidiaries.

(iii) **Employee Incentive** means any:

- (A) Share, Option or Performance Right granted, issued or transferred; or
- (B) Share(s) issued pursuant to the exercise of an Option or conversion of a Performance Right,

under the Plan.

(iv) **Participant** means:

- (A) an Eligible Participant who has been granted Employee Incentives under the Plan; or
- (B) where an Eligible Participant has made a nomination:
 - (I) the Eligible Participant; or
 - (II) the nominee of the Eligible Participant who has been granted Employee Incentives under the Plan,

as the context requires.

- (v) **Good Leaver** means a Participant who ceases to be an Eligible Participant in any of the following circumstances:

- (A) the Participant and Board have agreed in writing that the Participant has entered into bona fide retirement;
- (B) the Participant and the Board have agreed in writing that the Participant's role has been made redundant;
- (C) the Participant is resigning after at least 3 years of service to the Company;
- (D) the Participant's role has been terminated without cause;
- (E) the Board has determined (in its sole and absolute discretion) that:
 - (I) Special Circumstances apply to the Participant; or
 - (II) the Participant is no longer able to perform their duties under their engagement or employment arrangements with the Company due to poor health, injury or disability;
- (F) the Participant's death; or
- (G) any other circumstance determined by the Board in writing.

- (vi) **Bad Leaver** means a Participant who ceases to be an Eligible Participant and does not meet the Good Leaver criteria.

- (vii) **Special Circumstance** means the total and permanent disablement of the Participant such that the Participant is unlikely ever to engage in any occupation for which the Participant is reasonably qualified by education, training or experience.

(b) **Participation**

- (i) The Board may from time to time in its sole and absolute discretion determine that an Eligible Participant may participate in the Plan.
- (ii) Following determination that an Eligible Participant may participate in the Plan, the Board may at any time, and from time to time, make an offer to the Eligible Participant.

(c) **Offer**

- (i) The manner, form, content, timing and frequency of offers will be as determined by the Board in its sole and absolute discretion.
- (ii) An Offer must be set out in an offer letter delivered to the Eligible Participant. The offer letter may specify (as determined by the Board):
 - (A) the number of Shares, Options or Performance Rights;
 - (B) the grant date;

- (C) the fee payable by the Eligible Participant on the grant of Shares, Options or Performance Rights (if any);
 - (D) the vesting conditions (if any);
 - (E) the exercise price (if any);
 - (F) the exercise period (if applicable);
 - (G) the performance period (if applicable); and
 - (H) the expiry date and term (if applicable).
- (iii) An offer must be accompanied by an application, the terms and conditions of the relevant Employee Incentives and a copy of this Plan.

(d) **Nominee**

- (i) Unless expressly permitted in the offer or by the Board, an Eligible Participant may only submit an application in the Eligible Participant's name and not on behalf of any other person.
- (ii) If an Eligible Participant is permitted in the offer or by the Board, the Eligible Participant may nominate a Related Party (**Nominee**) to be issued the Employee Incentives the subject of the offer.
- (iii) The Board may in its discretion resolve not to allow a Nominee to be issued or transferred the Employee Incentives the subject of the offer without giving any reason for that decision.

(e) **Employee Share Trust**

The Board may in its sole and absolute discretion use an employee share trust or other mechanism for the purposes of holding Shares for Participants under the Plan and delivering Shares to Participants for an issue of Shares upon exercise of the Options or the vesting of a Performance Right or otherwise.

(f) **Employee Loan**

The Board may, in its absolute discretion, offer to a Participant a limited recourse, interest free loan to be made by the Company to the Participant for an amount equal to the issue price for the Shares offered to the Participant pursuant to the relevant Offer.

(g) **Vesting Conditions**

- (i) The Board may at its sole discretion determine the vesting conditions which will apply to any Employee Incentives. The vesting conditions will specify the criteria that the Eligible Participant is required to meet in the specified Performance Period (if any) in order to exercise Options or for Performance Rights to vest to become entitled to receive Shares under this Plan.
- (ii) The Board may vary the vesting conditions and/or the performance period after the grant of those Employee Incentives, subject to:
 - (A) the Company complying with any applicable laws;
 - (B) the Vesting Conditions and/or the Performance Period as varied being no less favourable to the Participant than the terms upon which the Employee Incentives were originally granted; and
 - (C) the Board promptly notifying a Participant of any such variation.
- (iii) The Board will determine in its sole discretion whether (and, where applicable, to what extent) the Participant has satisfied the vesting conditions applicable to the relevant performance period. as soon as practicable after making that

determination the Board must inform the Participant of that determination by issuing the Participant a vesting notification.

- (iv) Where Employee Incentives have not satisfied the Vesting Conditions within the Performance Period, and those Employee Incentives will automatically lapse.

(h) **Cashless Exercise**

The terms of any Options may provide that a Participant may elect to pay the exercise price for each Option by setting off the total exercise price against the number of Shares which they are entitled to receive upon exercise (**Cashless Exercise Facility**). By using the Cashless Exercise Facility, the holder will receive Shares to the value of the surplus after the exercise price has been set off.

(i) **Lapsing of Employee Incentives**

- (i) Subject to the Board's absolute discretion, any vested and unexercised and/or unconverted Employee Incentives and unvested Employee Incentives shall automatically lapse and be cancelled for no consideration on the earliest to occur of the following:
 - (A) where the Participant is a Bad Leaver;
 - (B) where a Participant has engaged in fraudulent or dishonest actions;
 - (C) if the applicable vesting conditions are not achieved by the end of the relevant performance period;
 - (D) if the Board determines in its reasonable opinion that the applicable vesting conditions have not been met or cannot be met prior to the expiry date or the end of the relevant performance period (as applicable);
 - (E) the Expiry Date;
 - (F) the receipt by the Company of notice from the Participant that the Participant has elected to surrender the Employee Incentives; or
 - (G) any other circumstances specified in any offer letter pursuant to which the Employee Incentives were issued.

(j) **Good Leaver**

- (i) Subject to Section 9.2(j)(ii), where a Participant who holds Employee Incentives becomes a Good Leaver, the Board may at any time, in its sole and absolute discretion, do one or more of the following:
 - (A) permit unvested Employee Incentives held by the Good Leaver to vest;
 - (B) permit such unvested Employee Incentives held by the Good Leaver or his or her nominee(s) to continue to be held by the applicable holder, with the Board having the discretion to amend the Vesting Conditions or reduce the Exercise Period of such unvested Employee Incentives; or
 - (C) determine that the unvested Employee Incentives will lapse.
- (ii) Where a person is a Good Leaver due to a Special Circumstance, the Nominated Beneficiary shall be entitled to benefit from any exercise of the above discretionary powers by the Board.

(k) **Bad Leaver**

Where a Participant who holds Employee Incentives becomes a Bad Leaver unless the Board determines otherwise, in its sole and absolute discretion:

- (i) all vested and unexercised and/or unconverted Employee Incentives; and
 - (ii) all unvested Employee Incentives,
- will lapse.

(l) **Fraudulent or Dishonest Actions**

Where, in the reasonable opinion of the Board, a Participant or Former Participant (which for the avoidance of doubt may include a Good Leaver):

- (i) acted fraudulently or dishonestly;
- (ii) wilfully breached his or her duties to the Company or any member of the Group; or
- (iii) had, by any act or omission, in the opinion of the Board (determined in its absolute discretion):
 - (A) brought the Company, the Group, its business or reputation into disrepute; or
 - (B) is contrary to the interest of the Company or the Group;
- (iv) committed any material breach of the provisions of any employment contract entered into by the Participant with any member of the Group;
- (v) committed any material breach of any of the policies of the Group or procedures or any applicable laws applicable to the Company or Group;
- (vi) is subject to allegations, had been accused of, charged with or convicted of fraudulent or dishonest conduct in the performance of the Participant's (or Former Participant's) duties, which in the reasonable opinion of the relevant directors of the Group effects the Participant's suitability for employment with that member of the Group, or brings the Participant or the relevant member of the Group into disrepute or is contrary to the interests of the Company or the Group;
- (vii) is subject to allegations, had been accused of, charged with or convicted of any criminal offence which involves fraud or dishonesty or any other criminal offence which the Board determines (in its absolute discretion) is of a serious nature;
- (viii) had committed any wrongful or negligent act or omission which has caused any member of the Group substantial liability;
- (ix) had become disqualified from managing corporations in accordance with Part 2D.6 of the Corporations Act or has committed any act that, pursuant to the Corporations Act, may result in the Participant being banned from managing a corporation;
- (x) had committed serious or gross misconduct, wilful disobedience or any other conduct justifying termination of employment without notice;
- (xi) had wilfully or negligently failed to perform their duties under any employment contract entered into by the Participant with any member of the Group;
- (xii) had engaged in a transaction which involves a conflict of interest to their employment with the Company resulting in the Participant or Former Participant obtaining a personal benefit;

- (xiii) accepted a position to work with a competitor of the Company or Group;
- (xiv) acted in such a manner that could be seen as being inconsistent with the culture and values of the Company or the Group; or
- (xv) any other act that the Board determines in its absolute discretion to constitute fraudulent or dishonest by the Participant or Former Participant,

then the Board may (in its absolute discretion) deem that all, or part of, any:

- (xvi) vested and unexercised and/or unconverted Employee Incentives; and/or
- (xvii) unvested Employee Incentives,

held by the Participant or Former Participant will automatically be forfeited.

(m) **Discretion of the Board**

The Board may decide to allow a Participant to:

- (i) retain and exercise any or all of their Options, whether or not the vesting conditions have been satisfied during the performance period, and whether or not the Options would otherwise have lapsed, provided that no Options will be capable of exercise later than the relevant expiry date for those Options; and
- (ii) retain any Performance Rights regardless of:
 - (A) the expiry of the performance period to which those Performance Rights relate; or
 - (B) any failure by the Participant to satisfy in part or in full the vesting conditions specified by the Board in respect of those Performance Rights;

in which case, the Board may:

- (iii) determine that any or all of those retained Performance Rights shall vest and the corresponding Shares shall be provided to the Participant; or
- (iv) determine a new Performance Period or vesting conditions (as applicable) for those retained Performance Rights and notify the Participant of the determination as soon as practicable.

(n) **Change of Control**

- (i) The terms of any Performance Rights or Options may provide that where a Change of Control Event has (i) occurred or (ii) been announced by the Company and, in the opinion of the Board, will or is likely to occur:
 - (A) all granted Performance Rights which have not yet vested or lapsed shall automatically and immediately vest, regardless of whether any Vesting Conditions have been satisfied;
 - (B) all Options will vest and a Participant may exercise any or all of their Options, regardless of whether the Vesting Conditions have been satisfied, provided that no Option will be capable of exercise later than the Expiry Date; and
 - (C) if the Board has procured an offer for all holders of Options on like terms (having regard to the nature and value of the Options) to the terms proposed under the Change in Control Event and the Board has specified (in its absolute discretion) a period during which the holders of Options may elect to accept an offer and, if the Participant has not so elected at the end of that offer period, the Options, if not exercised within 10 days of the end of that offer period, shall expire.

- (ii) For the purposes of these terms and conditions, a **Change of Control Event** occurs if:
 - (A) the Company announces that its Shareholders have at a Court convened meeting of Shareholders voted in favour, by the necessary majority, of a proposed scheme of arrangement (excluding a merger by way of scheme of arrangement for the purposes of a corporate restructure (including change of domicile, or any reconstruction, consolidation, sub-division, reduction or return) of the issued capital of the Company) and the Court, by order, approves the scheme of arrangement;
 - (B) a Takeover Bid:
 - (I) is announced;
 - (II) has become unconditional; and
 - (III) the person making the Takeover Bid has a Relevant Interest in fifty percent (50%) or more of the issued Shares;
 - (C) any person acquires a Relevant Interest in fifty and one-tenth percent (50.1%) or more of the issued Shares by any other means; or
 - (D) the announcement by the Company that a sale or transfer (in one transaction or a series of related transactions) of the whole or substantially the whole of the undertaking and business of the Company has been completed.

(o) **Holding Lock**

The Board may at any time request that the Company's share registry impose a holding lock on any Employee Incentives issued pursuant to the Plan where the Board determines or reasonably believes (in its absolute discretion) that a Participant (or a Former Participant) has or may breach these Rules.

(p) **Contravention of Rules**

The Board may at any time, in its sole and absolute discretion, take any action it deems reasonably necessary in relation to any Employee Incentives if it determines or reasonably believes a Participant has breached the Plan or the terms of issue of any Employee Incentives, including but not limited to, signing transfer forms in relation to Employee Incentives, signing all documents and doing all acts necessary to effect a buy-back placing, a holding lock on Employee Incentives, accounting for the proceeds of the sale of forfeited Employee Incentives, refusing to transfer any Employee Incentives and/or refusing to issue any Shares.

(q) **Amendments**

- (i) The Board may at any time amend the Rules or the terms and conditions upon which any Employee Incentives have been issued.
- (ii) No amendment to the Rules or to Employee Incentives may be made if the amendment, in the opinion of the Board, materially reduces the rights of any Participant in respect of Employee Incentives granted to them prior to the date of the amendment, other than:
 - (A) amendment introduced primarily:
 - (I) for the purposes of complying with or conforming to present or future applicable laws governing or regulating the Plan or like plans;
 - (II) to correct any manifest error or mistake;

- (III) to allow the implementation of a trust arrangement in relation to the holding of Shares granted under the Plan;
 - (IV) for the purpose of complying with the applicable laws; and/or
 - (V) to take into consideration possible adverse taxation implications in respect of the Plan including changes to applicable taxation legislation or the interpretation of that legislation by a court of competent jurisdiction or any rulings from taxation authorities administering such legislation; or
- (B) an amendment agreed to in writing by the Participant(s).

9.3 Reinstatement Conditions

ASX confirmed that, subject to the satisfaction of the conditions for reinstatement detailed below, the Shares will be reinstated to Official Quotation. The reinstatement conditions are (amongst other things) as follows:

- (a) lodgement of a full form prospectus pursuant to section 710 of the Corporations Act on the ASX platform;
- (b) provision of the independent expert, Hall Chadwick's, report on the review of the Company's policies and processes to comply with the Listing Rules and any changes proposed to be made to its compliance policies and processes in response to such a review;
- (c) lodgement of an announcement providing an appropriate summary of the independent expert, Hall Chadwick, report's findings and recommendations;
- (d) demonstrating compliance with Listing Rule 12.1 (being that the level of an entity's operations must, in ASX's opinion, be sufficient to warrant the continued quotation of the entity's securities and its continued listing) to the satisfaction of ASX;
- (e) demonstrating compliance with Listing Rule 12.2 (being that an entity's financial condition (including operating results) must, in ASX's opinion, be adequate to warrant the continued quotation of its securities and continued listing) to the satisfaction of ASX, including:
 - (i) providing a 'working capital statement' similar to that required by Listing Rule 1.3.3(a) to the effect that the Company will have sufficient working capital at the time of its reinstatement to carry out its objectives (being the objectives detailed in this Prospectus); and
 - (ii) providing a reviewed pro forma statement of financial position as at 31 December 2022 to the satisfaction of ASX, illustrating compliance with the 'working capital test' of at least \$1.5 million, similar to that required by Listing Rule 1.3.3(c);
- (f) demonstrating that, at the time of reinstatement, it will be funded for at least 12 months;
- (g) lodging any outstanding Appendices 2A and 3B with ASX for any new issues of securities;
- (h) paying of all ASX fees, including listing fees, applicable and outstanding (if any);
- (i) lodging any outstanding reports for the period since the securities were suspended and any other outstanding documents required by Listing Rule 17.5; and
- (j) lodgement of any outstanding Director's Interest Notices, being either Appendices 3X, 3Y or 3Z, as required.

At the date of this Prospectus, the outstanding ASX conditions to reinstatement are the satisfaction of the matters detailed in sections (d) to (j) detailed above. The Reinstatement

Conditions apply until 24 March 2023 and the Company will be removed from the Official List if its securities remain suspended on 27 March 2023.

9.4 Substantial Shareholders

Those Shareholders (and their associated entities) holding an interest in 5% or more of the Shares on issue at the date of this Prospectus are as follows.

Shareholder	Number of Shares	%
Mr Michael Chan ¹	47,509,646	12.6
Citicorp Nominees Pty Limited	45,995,378	12.2
High Success Financial Inc	25,220,218	6.7
Lee Han Peng	19,309,090	5.1
Harry Vui Khiun Lee	18,973,229	5.0

Notes:

1. Comprises:
 - (a) 24,199,646 Shares held by Mr Chan directly; and
 - (b) 23,310,000 Shares held by HSBC Custody Nominees (Australia) Ltd on behalf of Mr Chan.

9.5 Interests of Promoters, Experts and Advisers

No promoter or other person named in this Prospectus as having performed a function in a professional, advisory or other capacity in connection with the preparation or distribution of this Prospectus (or an entity in which they are a partner or director) holds, has, or has had in the two years before the date of this Prospectus, any interest in:

- (a) the formation or promotion of the Company;
- (b) property acquired or proposed to be acquired by the Company in connection with its formation or promotion or the Offer; or
- (c) the Offer,

and no amounts have been paid or agreed to be paid and no value or other benefit has been given or agreed to be paid to a promoter or any person named in this Prospectus as having performed a function in a professional, advisory or other capacity in connection with the preparation or distribution of this Prospectus (or entity in which they are a partner or director), provided in connection with the formation or promotion of the Company or the Offer, except as follows and as disclosed in this Prospectus:

- (d) Thomson Geer Lawyers will be paid fees of approximately A\$115,000 (plus GST) for the preparation of this Prospectus. During the two years preceding the lodgement of this Prospectus with ASIC, Thomson Geer Lawyers has received A\$162,145 (plus GST) in fees from the Company;
- (e) Hall Chadwick WA Audit Pty Ltd has acted as Independent Accountant and has prepared the Financial Information included in Section 5 and the Independent Limited Assurance Report Section 6. In respect of this work, Hall Chadwick WA Audit Pty Ltd will be paid approximately A\$20,000 (plus GST) by the Company. In addition, Hall Chadwick has also undertaken the Corporate Governance Review. During the two years preceding the lodgement of this Prospectus with ASIC, Hall Chadwick WA Audit Pty Ltd has received A\$22,000 (plus GST) in fees from the Company;
- (f) Advanced Share Registry Limited is the Company's share registry and will be paid fees for their services based on standard industry terms and conditions. During the two years preceding the lodgement of this Prospectus with ASIC, Advanced Share Registry Limited has received A\$15,323 (plus GST) in fees from the Company; and
- (g) Stantons International Audit and Consulting Pty Ltd has acted as auditor to the Company and has audited the financial statements of the Company for the financial years ended 30 June 2021 and 30 June 2022 and reviewed the financial statements of the Company for the half-year ended 31 December 2022. During the two years

preceding the lodgement of this Prospectus with ASIC, Stantons International Audit and Consulting Pty Ltd has received A\$103,366 (plus GST) in fees from the Company.

9.6 Consents

Each of the parties referred to in this Section:

- (a) has given the following consents in accordance with the Corporations Act which have not been withdrawn at the date of lodgement of this Prospectus with ASIC; and
- (b) except in the cases of the Directors, to the maximum extent permitted by law, expressly disclaims and takes no responsibility for any part of this Prospectus other than a reference to its name and a statement or report included in this Prospectus with the consent of that party as specified in this Section 9.6; and
- (c) except in the cases of the Directors, have not authorised or caused the issue of this Prospectus or the making of the Offer.

Thomson Geer Lawyers has given its written consent to be named as solicitors to the Company.

Hall Chadwick Audit (WA) Pty Ltd has given its written consent to be named as independent expert to the Company.

Hall Chadwick WA Audit Pty Ltd has given its written consent to be named as Independent Accountant and to the inclusion of the Financial Information in Section 5 and the Independent Limited Assurance Report in Section 6 in the form and context in which the report was included.

Stantons International Audit and Consulting Pty Ltd has given its written consent to be named as auditor to the Company.

Advanced Share Registry Limited has given its written consent to being named as the share registry to the Company.

Each of the Directors has given their written consent to being named in this Prospectus in the context in which they are named and have not withdrawn their consent prior to lodgement of this Prospectus with ASIC.

9.7 Expenses of the Offer

The total expenses payable by the Company are:

	A\$
ASIC Lodgement fees	3,206
Legal fees	115,000
Independent Limited Assurance Report	20,000
TOTAL	138,206

9.8 Continuous Disclosure Obligations

The Company is a "disclosing entity" (as defined in section 111AC of the Corporations Act) and, as such, is subject to regular reporting and disclosure obligations. Specifically, like all listed companies, the Company is required to continuously disclose to the market any information it has to the market which a reasonable person would expect to have a material effect on the price or the value of the Company's securities (unless a relevant exception to disclosure applies). Price sensitive information is publicly released through ASX before it is otherwise disclosed to Shareholders and market participants. Distribution of other information to Shareholders and market participants is also be managed through disclosure to ASX. In addition, the Company posts this information on its website after ASX confirms that an

announcement has been made, with the aim of making the information readily accessible to the widest audience.

9.9 Litigation and Claims

So far as the Directors are aware, there are no current or threatened civil litigation, arbitration proceedings or administrative appeals, or criminal or governmental prosecutions of a material nature in which the Company is directly or indirectly concerned which is likely to have a material adverse effect on the business or financial position of the Company.

9.10 Electronic Prospectus

Pursuant to Regulatory Guide 107 ASIC has exempted compliance with certain provisions of the Corporations Act to allow distribution of an Electronic Prospectus on the basis of a paper Prospectus lodged with ASIC and the issue of Shares in response to an electronic application form, subject to compliance with certain provisions. If you have received this Prospectus as an Electronic Prospectus please ensure that you have received the entire Prospectus accompanied by the Application Form. If you have not, please email the Company and the Company will send to you, for free, either a hard copy or a further electronic copy of this Prospectus or both.

The Company reserves the right not to accept an Application Form from a person if it has reason to believe that when that person was given access to the electronic Application Form, it was not provided together with the Electronic Prospectus and any relevant supplementary or replacement prospectus or any of those documents were incomplete or altered. In such a case, the Application Monies received will be dealt with in accordance with section 722 of the Corporations Act.

9.11 Documents Available for Inspection

Copies of the following documents are available for inspection during normal business hours at the registered office of the Company at Level 1, 247 Oxford Street, Leederville WA 6007:

- (a) this Prospectus;
- (b) the Constitution; and
- (c) the consents referred to in Section 9.6 of this Prospectus.

9.12 Statement of Directors

The Directors report that after due enquiries by them, in their opinion, since the date of the financial statements in the Independent Limited Assurance Report in Section 6 there have not been any circumstances that have arisen or that have materially affected or will materially affect the assets and liabilities, financial position, profits or losses or prospects of the Company, other than as disclosed in this Prospectus.

10 AUTHORISATION

This Prospectus is authorised by the Company and lodged with ASIC pursuant to section 718 of the Corporations Act.

Each of the Directors has consented to the lodgement of this Prospectus with ASIC, in accordance with section 720 of the Corporations Act and has not withdrawn that consent.

This Prospectus is signed for and on behalf of the Company by:

A handwritten signature in black ink, appearing to read 'Michael Chan', written in a cursive style.

Mr Michael Chan
Managing Director

Dated: 16 March 2023

11 GLOSSARY OF TERMS

These definitions are provided to assist persons in understanding some of the expressions used in this Prospectus.

A\$ or \$ means Australian dollars;

Apple Group means Apple ID and Apple SG;

Apple Group Arrangements means each of the Reseller Agreement, the Premium Reseller Addendum, the Managed Monobrand Addendum, the Education Sales Addendum and the Service Provider Agreement;

Apple Group Authorised Parts Distributor means An entity authorised by Apple Group to sell Service Products and/or Resale Products to PT Inetindo;

Apple ID means PT Apple Indonesia (registered at Metropolitan Complex, World Trade Center II, L-19, Jl. Jend. Sudirman Kav. 29-31, Jakarta 12920 Indonesia);

Apple Premium Reseller means a reseller appointed to the Apple Premium Reseller Program;

Apple Premium Reseller Program means the program designed to identify and promote Authorised Premium Locations that provide high quality service and support for the sale of Products;

Apple Reseller Online Store means the website operated by Apple Group where Apple Group sells Products to Resellers;

Apple SG means Apple South Asia Pte. Ltd (registered at 7 Ang Mo Kio Street 64, Singapore 569086);

Applicant means a person who submits an Application Form;

Application means a valid application for Shares under the Offer made pursuant to an Application Form;

Application Form(s) means the application form(s) attached to this Prospectus;

Application Monies means monies received from persons applying for Shares pursuant to the Offer under this Prospectus

ASIC means Australian Securities and Investments Commission;

ASX means Australian Securities Exchange Limited (ACN 008 624 691) or, where the context requires, the financial market operated by it;

ASX Settlement Rules means ASX Settlement Operating Rules of ASX Settlement Pty Ltd (ABN 49 008 504 532);

ATO means Australian Tax Office.

Authorised Electronic Location means:

- (a) PT Inetindo's website; and
- (b) PT Inetindo's mobile application through which PT Inetindo is permitted by Apple to resell Authorised Products;

Authorised Location means locations where PT Inetindo is permitted by Apple Group to resell Authorised Products and includes physical sales locations and Authorised Electronic Locations;

Authorised Managed Monobrand Location means location where PT Inetindo is authorised by Apple Group in writing to implement the Managed Monobrand Program;

Authorised Premium Location means a location where PT Inetindo is authorised by Apple Group in writing to implement the Apple Premium Reseller Program in accordance with the Premium Reseller Addendum;

Authorised Products means those Products that PT Inetindo is permitted by Apple Group to resell, as well as any Third Party Products available for purchase on the Apple Reseller Online Store;

Authorised Service Location means locations where PT Inetindo is permitted by Apple Group to service products and sell Resale Products;

Authorised Services means those services that PT Inetindo is authorised to perform to Products;

AWST means Australian Western Standard Time;

Board means the board of Directors;

CHESS means Clearing House Electronic Subregister System;

Closing Date has the meaning given in Section 7.8;

Company or **Story-i** means Story-i Limited (ACN 163 916 989) (ASX: SRY);

Company Secretary means the company secretary of the Company;

Company Secretary Agreement has the meaning given in Section 8.4;

Compliance Matters has the meaning given in the Letter from the Chairman;

Constitution means the constitution of the Company from time to time;

Corporate Governance Review or **Review** has the meaning given in Section 2.2(d);

Corporations Act means *Corporations Act 2001* (Cth);

Court means the Supreme Court of Western Australia;

Covered Repairs means a Product repair or replacement that is covered by an obligation described in Apple Group's product warranty, extended service contract or service program detailed in the Manual or as required by applicable laws and regulations;

Customers means end users or purchasers not purchasing Authorised Products for resale;

Directors means the directors of the Company;

Education Customers are:

- (a) people:
 - (i) who are:
 - (A) employees of a public or private kindergarten primary or secondary school in Indonesia;
 - (B) faculty and staff of universities or polytechnics in Indonesia, and students attending or accepted into universities or polytechnics in Indonesia; or
 - (C) parents purchasing on behalf of their child who is a student attending or accepted into a university or polytechnics in Indonesia;
 - (ii) who are end users whether or not the end users are the actual purchasers; and
 - (iii) who are purchasers not purchasing the Products for resale; and

(b) educational institutions as determined by Apple Group;

Education Sales Addendum has the meaning given in Section 8.5;

Electronic Prospectus means the electronic copy of this Prospectus located on the Company's website at <https://www.Story-i.com.au>;

Executive Services Agreement has the meaning given in Section 8.1;

EverBlu means EverBlu Capital Corporate Pty Ltd ACN 642 215 343;

Financial Information has the meaning given in Section 5.2;

GFX means Apple Group's online system for creating service orders and ordering Service Products and Resale Products and platform for communicating Apple Group's policies and repair procedures;

Governance Committee has the meaning given in Section 3.7(n)(ii);

GST means Goods and Services Tax;

Hall Chadwick means Hall Chadwick Audit (WA) Pty Ltd ACN 163 529 682;

HIN means Holder Identification Number;

Historical Financial Information has the meaning given in Section 5.2;

Independent Accountant means Hall Chadwick WA Audit Pty Ltd ACN 121 222 802;

Independent Limited Assurance Report means the report contained in Section 6;

Indicative Timetable means the indicative timetable for the Offer on page 5 of this Prospectus;

IT means information technology;

Listing Rules means the listing rules of ASX;

Managed Monobrand Addendum has the meaning given in Section 8.5;

Managed Monobrand Program means the program designed to identify and promote Authorised Managed Monobrand Locations that provide high quality service and support for the sale of Products;

Managed Monobrand Reseller means a reseller appointed by Apple Group to the Managed Monobrand Program;

Manual means the then-current information made available to Infocom, which details Apple Group's policies and procedures and supplementary terms that govern Infocom's activities pursuant to the Service Provider Agreement;

NSX means the National Stock Exchange of Australia;

Offer has the meaning given in Section 7.1;

Offer Price means A\$0.02 per Share under the Offer;

Official Quotation or Quotation means Official quotation by ASX in accordance with the Listing Rules;

PC means personal computer;

Performance Right means a right to acquire a Share, subject to besting conditions;

Premium Reseller Addendum has the meaning given in Section 8.5;

Products means hardware, software, support, service, training and configure to order products manufactured, distributed, licensed or sold under an Apple Group owned or licensed brand name;

Pro Forma Financial Information has the meaning given in Section 5.2;

Plan means the proposed Story-I Limited Employee Incentive Plan, which the Company will seek shareholder approval to adopt at a general meeting;

Prohibited Product means Counterfeit Products, products that infringe Apple Group's intellectual property, Products purchased from an entity or individual other than an authorised distributor or Apple Group or Products that are not Authorised Products;

Prohibited Servicing Products means any Products, Service Products or Resale Products that infringe Apple Group's intellectual property or are other non-genuine;

Prospectus means this prospectus dated 16 March 2023;

PT Inetdata Transactions has the meaning given in Section 2.2(c);

PT Inetindo means PT Inetindo Infocom, a company incorporated in Indonesia;

PT Sigmadata Transactions has the meaning given in Section 2.2(c);

Recommendations means ASX Corporate Governance Council's Corporate Governance Principles and Recommendations 4th edition;

Reinstatement means reinstatement of the Shares to trading on the Official List;

Reinstatement Conditions means conditions that the Company must satisfy for Reinstatement as detailed in Section 9.3;

Relevant Periods has the meaning given in Section 2.2(b);

Resale Products are:

- (a) support related products branded by the AppleCare service mark; and
- (b) new, used, remanufactured or refurbished parts, service modules and whole service units, which Apple Group sells to Infocom for the sole purchase of resale as part of an Authorised Service event;

Reseller Agreement has the meaning given in Section 8.5;

Rupiah or **IDR** means the Indonesian rupiah;

Section means a section of this Prospectus;

Service Products are:

- (a) Apple Group-authorized new, used, remanufactured or refurbished parts, service modules and whole service units that Apple Group provides to Infocom for the sole purpose of servicing Products; and
- (b) Product service documentation, tools, diagnostics and training materials;

Service Provider Agreement has the meaning given in Section 8.5;

Share means a fully paid ordinary share in the capital of the Company;

Share Registry means Advanced Share Registry Limited (ACN 127 175 946);

Shareholder means any person holding Shares;

SRN means Security holder Reference Number;

Stantons means Stantons International Audit and Consulting Pty Ltd (ACN 144 581 519);

Story-i Group or **Group** has the meaning given in Section 2.3;

Story-i SG means Story-i Pte Ltd, a company incorporated in Singapore;

Third Party Products means any type of hardware, software or services not proprietary to Apple Group; and

US Dollar, US\$ or USD means United States dollar.

