

**Form 603**  
Corporations Act 2001  
Section 671B

## Notice of initial substantial holder

To Company Name/Scheme Viva Leisure Limited

ACN/ARSN 607 079 792

### 1. Details of substantial holder (1)

Name SHJA Management Pty Ltd as trustee for The Club Group Trust

ACN/ARSN (if applicable) 618 752 882

The holder became a substantial holder on 3 June 2019

### 2. Details of voting power

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

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
ORDINARY	29,515,866	29,515,866	56.1%

### 3. Details of relevant interests

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

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
SHJA Management Pty Ltd	SHJA Management Pty Ltd has a direct holding in Viva Leisure Limited.	ORD 21,688,434
	<p>By virtue of s608(3)(b) of the Corporations Act 2001(Cth) (<b>Act</b>), SHJA Management Pty Ltd is deemed to have a relevant interest in all shares in which Viva Leisure Limited has a relevant interest.</p> <p>Viva Leisure Limited has entered into voluntary escrow deeds (see <b>Annexure A</b>) with respect to fully paid ordinary shares held by:</p> <ul style="list-style-type: none"> <li>• SHJA Management Pty Ltd;</li> <li>• Harry Konstantinou;</li> <li>• Angelo Konstantinou;</li> <li>• Trenwith Nominees Pty Ltd; and</li> <li>• Mera Vale No.1 Pty Ltd,</li> </ul> <p>which restrict disposal of shares as disclosed in the prospectus lodged by Viva Leisure Limited on 14 May 2019 and which gives Viva Leisure Limited a technical relevant interest under s608(1)(c) of the Act. However the escrow deeds do not restrict the exercise of voting rights attaching to the escrowed securities.</p> <p>ASIC has granted relief modifying section 609 of the Act by removing the relevant interest created under the escrow deeds from the operation of Ch 6 of the Act. However, under the customary ASIC relief, securities subject to escrow arrangements are included for substantial holding disclosure purposes.</p>	ORD 29,515,866

#### 4. Details of present registered holders

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

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
SHJA Management Pty Ltd	SHJA Management Pty Ltd	SHJA Management Pty Ltd	ORD 21,688,434
	Harry Konstantinou	Harry Konstantinou	ORD 1,542,068
	Angelo Konstantinou	Angelo Konstantinou	ORD 1,542,068
	Trenwith Nominees Pty Ltd	Trenwith Nominees Pty Ltd	ORD 200,000
	Mera Vale No 1 Pty Ltd	Mera Vale No 1 Pty Ltd	ORD 4,543,296

#### 5. Consideration

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

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
SHJA Management Pty Ltd	3 May 2019		No shares have been acquired in the past 4 months. However, the number of shares held by SHJA Management Pty Ltd has increased due to a 1 : 1.3265 share split.	ORD 5,338,434
			Viva Leisure Limited voluntary escrow deed	ORD 29,315,866
	3 June 2019		Viva Leisure Limited voluntary escrow deed	ORD 200,000 (with respect to securities held by Trenwith Nominees Pty Ltd)

## 6. Associates

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

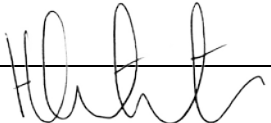
Name and ACN/ARSN (if applicable)	Nature of association
Viva Leisure Limited ACN 607 079 792	Being controlled by SHJA Management Pty Ltd, thereby being an associate under s12(2)(a) of the Act.
Viva Leisure Operations Pty Ltd ACN 609 536 665 Viva Leisure Property Pty Ltd ACN 609 536 674 Viva Leisure People Pty Ltd ACN 609 536 629 Viva Leisure Memberships Pty Ltd ACN 618 752 819 Psycle Life Pty Ltd ACN 608 000 013 The Club Group (Greenway) Pty Ltd ACN 130 539 203 HIIT Republic Australia Pty Ltd ACN 627 442 353; The Club Group Pty Ltd ACN 106 378 947 Club MMM! Pty Ltd ACN 133 915 036 Club Lime Pty Ltd ACN 106 378 983 Club Pink Pty Ltd ACN 111 332 800 Club Blue Pty Ltd ACN 106 379 024 Club Swim Pty Ltd ACN 106 379 006; Club Team Pty Ltd ACN 106 379 015.	Entities controlled by Viva Leisure Limited thereby being an associate of SHJA Management under s12(2)(a) of the Act.

## 7. Addresses

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

Name	Address
Viva Leisure Limited Viva Leisure Operations Pty Ltd Viva Leisure Property Pty Ltd Viva Leisure People Pty Ltd Viva Leisure Memberships Pty Ltd Psycle Life Pty Ltd The Club Group (Greenway) Pty Ltd HIIT Republic Australia Pty Ltd ; The Club Group Pty Ltd Club MMM! Pty Ltd Club Lime Pty Ltd Club Pink Pty Ltd Club Blue Pty Ltd Club Swim Pty Ltd ; and Club Team Pty Ltd..	Unit 7, First Floor, 141 Flemington Road, Mitchell ACT 2911
SHJA Management Pty Ltd	Unit 7, First Floor, 141 Flemington Road, Mitchell ACT 2911
Harry Konstantinou	Unit 42, 5 Sydney Avenue, Barton ACT 2600
Angelo Konstantinou	25 Onkaparinga Crescent, Kaleen ACT 2617
Trenwith Nominees Pty Ltd	Genfocus Accountants, Unit 1 137 Canberra Avenue, Fyshwick ACT 2609
Mera Vale No 1 Pty Ltd	Level 30, 20 Bond Street, Sydney NSW 2000

## Signature

print name	Harry Konstantinou	capacity	Director
sign here		date	12 June 2019

### DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.

- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
- (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
  - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).
- See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown."
- (9) Details of the consideration must include any and all benefits, moneys and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
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**Annexure A**

This is Annexure A of 13 pages referred to in ASIC Form 603 (Notice of Initial Substantial Holder) lodged by SHJA Management Pty Ltd ACN 618 752 882

**Signed by on behalf of SHJA Management Pty Ltd ACN 618 752 882**

A handwritten signature in black ink, appearing to read 'HK', with a stylized flourish extending from the end.

Harry Konstantinou  
Director  
Dated: 12 June 2019

# Voluntary Escrow Deed

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Viva Leisure Limited

The party specified in item 1 of the Schedule

The party specified in item 2 of the Schedule

**gadens**

Level 25, Bourke Place  
600 Bourke Street  
Melbourne VIC 3000  
Australia

T +61 3 9252 2555  
F +61 3 9252 2500

# Voluntary Escrow Deed

## Parties

1. **Viva Leisure Limited** ACN 607 079 792 of 'First Floor' Unit 7, 141 Flemington Road, Mitchell, ACT 2911 (**Entity**)
2. Each party in Item 2 of the schedule (**Holder**)
3. Each party in Item 3 of the schedule (**Controller**)

## Background

- A. The Entity intends to apply for admission to the official list of ASX.
- B. The Holder owns, or otherwise controls or will control the Disposal, of the Restricted Securities as at the date of admission of the Entity to the official list of the ASX.
- C. The Holder is controlled by the Controller.
- D. The Holder has agreed to enter into this restriction deed for the escrow period in accordance with the terms set out below.

## Operative provisions

### 1. Definitions and interpretation

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#### 1.1 Definitions:

In this deed:

**ASX** means ASX Limited ACN 008 624 691 or the financial market known as the Australian Securities Exchange which it operates, as the context requires;

**Controller Interests** means the securities, substantial economic interest or other interests in the Restricted Securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of the schedule;

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

**Dispose** includes:

- (a) the meaning given to that term in the Listing Rules;
- (b) in relation to the Restricted Securities to:
  - (i) sell, assign, transfer, covert, surrender, cancel, convey, make a gift of or otherwise dispose (directly or indirectly) of any interest in the Restricted Securities;
  - (ii) declare a trust over any interest in the Restricted Securities;



- (iii) encumber or grant a Security Interest over or otherwise use as collateral the Restricted Securities;
  - (iv) grant or exercise an option in respect of any Restricted Securities;
  - (v) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or transferring or decreasing an economic interest in, any of the Restricted Securities; or
  - (vi) agree to do any of those things;
- (c) in relation to the Controller Interest, to:
- (i) sell, assign, transfer, covert, surrender, cancel, convey, make a gift of or otherwise dispose (directly or indirectly) of any interest in the Controller Interest;
  - (ii) declare a trust over any interest in the Controller Interest;
  - (iii) encumber or grant a Security Interest over or otherwise use as collateral the Controller Interest;
  - (iv) grant or exercise an option in respect of any Controller Interest;
  - (v) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or transferring or decreasing an economic interest in, any of the Controller Interest; or
  - (vi) agree to do any of those things;

**Escrow Period** means the period set out in item 4 of the schedule;

**Listing Rules** means the listing rules of the ASX;

**Restricted Securities** means the securities set out in item 5 of the schedule and any securities attaching to or arising out of those securities that are restricted securities because of the definition of restricted securities in the Listing Rules;

**Security Interest** means any:

- (a) legal or equitable interest or power created, arising in or reserved in or over an interest in any property or asset; or
- (b) security for payment of money, performance of obligations or protection against default (including a mortgage, bill of sale, charge, lien, pledge, trust, power or retention of title arrangement, right of set-off, assignment of income, garnishee order, monetary claim and flawed deposit arrangement);
- (c) any thing or preferential interest or arrangement of any kind giving a person priority or preference over claims or other persons with respect to any property or asset;
- (d) a security interest as defined by the *Personal Property Securities Act 2009* (Cth); or
- (e) any agreement or arrangement (whether legally binding or not) to grant or create anything referred to in paragraphs (a), (c) or (d); and

**Trustee** has the meaning given to that term in clause 7(b)(v).

## 1.2 Interpretation

In this deed, unless the context otherwise requires:

- (a) a reference to time is a reference to time in Melbourne;
- (b) clause and subclause headings are for reference purposes only;
- (c) the singular includes the plural and vice versa;
- (d) words denoting any gender include all genders;
- (e) a reference to a person includes any other entity recognised by law and vice versa;
- (f) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (g) any reference to a party to this deed includes its successors and permitted assigns;
- (h) any reference to any agreement or deed includes that agreement or deed as amended at any time and any annexure annexed to it;
- (i) the use of the word **includes** or **including** is not to be taken as limiting the meaning of the words preceding it;
- (j) the expression **at any time** includes reference to past, present and future time and performing any action from time to time;
- (k) a reference to an item is a reference to an item in the schedule to this deed;
- (l) a reference to an exhibit, annexure, attachment or schedule is a reference to the corresponding exhibit, annexure, attachment or schedule in this deed;
- (m) a reference to a clause, subclause, paragraph, schedule, item, annexure, exhibit or attachment means a reference to that clause, subclause, paragraph, schedule, item, annexure, exhibit or attachment of or in this deed;
- (n) when a thing is required to be done or money is required to be paid under this deed on a day which is not a Business Day, the thing must be done and the money paid on the immediately following Business Day;
- (o) reference to a statute includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated; and
- (p) this deed must not be construed adversely to a party just because that party prepared it or caused it to be prepared;
- (q) words and expressions defined in the Listing Rules or the Corporations Act, and not in this deed, have the meanings given to them in the listing rules or the Corporations Act.

## 2. Escrow restrictions

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### 2.1 Holders' obligations during escrow period

During the Escrow Period, the Holder must not do any of the following:

- (a) Dispose of, or agree to Dispose of, any of the Restricted Securities, other than in accordance with clause 3;

- (b) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities; or
- (c) participate in a return of capital made by the Entity, other than in accordance with clause 3.

## **2.2 Controller's obligation during Escrow Period**

- (a) During the Escrow Period, a Controller will not do any of the following unless clause 2.2(b) applies:
  - (i) Dispose of, or agree to Dispose of, any of, the Controller Interests;
  - (ii) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Controller Interests.
- (b) A Controller may do any of the things specified in clause 2.2(a) in circumstances where the Holder is able to do any of those things in respect of the Restricted Securities in accordance with clauses 3, 4 and 5.

## **2.3 Compliance with Listing Rules**

- (a) Subject to clause 2.3(b), each party agrees to comply with chapter 9 of the Listing Rules. If any party is not a listed entity, it agrees to comply as if it were a listed entity. Each party must take any steps it is able to take that is necessary to enable any of the others to comply.
- (b) If there is any inconsistency between the terms of this deed and chapter 9 of the Listing Rules, then the terms of this deed will prevail.
- (c) If the Listing Rules;
  - (i) require an act to be done, or not done, authority is given for that act to be done, or not done (as the case may be);
  - (ii) requires this deed to contain a provision and it does not contain that provision, this deed is deemed to contain that provision.

## **2.4 Certificates and holding locks**

- (a) If the Restricted Securities are kept on the certificated subregister, the Holder will deposit the certificates for the Restricted Securities with a bank or recognised trustee for the Escrow Period.
- (b) If the Restricted Securities are kept on the issuer sponsored subregister, the Holder hereby agrees in writing to the application of a holding lock to the Restricted Securities.

# **3. Exceptions to escrow restrictions for liquidity events**

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## **3.1 Liquidity event**

Notwithstanding clause 2.1, during the Escrow Period, the Holder may Dispose of the Restricted Securities (other than granting a Security Interest in respect of the Restricted Securities) if done as part of:

- (a) a share buy-back under an equal access scheme;
- (b) a takeover (including a proportional takeover);
- (c) scheme of arrangement; or

- (d) other similar transaction in respect of the Entity,

provided all of the conditions set out in clauses 3.2 to 3.5 (as applicable to the transaction) are satisfied.

### **3.2 Procedure on share buy-back**

If the proposed transfer of the Restricted Securities is done as part of a share buy-back under an equal access scheme, then the following conditions must be satisfied:

- (a) the equal access scheme is conducted in compliance with Division 2 of Part 2J.1 of the Corporations Act; and
- (b) the Holder and the Entity agree in writing that the certificates for the restricted securities will be returned to the recognised trustee or bank, or a holding lock applied to the Restricted Securities, if the Restricted Securities which are the subject of the equal access scheme are not cancelled.

### **3.3 Procedure on takeover**

If the proposed transfer of the Restricted Securities is done as part of a takeover or proportional takeover, then the following conditions must be satisfied:

- (a) the Holders of at least half of the securities in the bid class that are not Restricted Securities or "other restricted securities" (as defined in the Listing Rules) to which the offer relates, have accepted the takeover offer in accordance with its terms; and
- (b) in relation to an off-market takeover bid, if the offer is conditional, the bidder and the Holder agree in writing that the certificates for the Restricted Securities will be returned to the recognised trustee or the bank, or a holding lock applied, for each Restricted Security that is not bought by the bidder under the off-market takeover bid.

### **3.4 Procedure on scheme of arrangement**

If the proposed transfer of the Restricted Securities is done as part of a scheme of arrangement under Part 5.1 of the Corporations Act, then the following conditions must be satisfied:

- (a) the scheme of arrangement must involve the transfer to a third party of all the ordinary shares in the Entity;
- (b) an order of the court made under section 411(4)(b) of the Corporations Act in relation to the scheme of arrangement must have come into effect pursuant to section 411(10) of the Corporations Act; and
- (c) the Holder and the Entity agree in writing that the certificates for the Restricted Securities will be returned to the recognised trustee or bank, or a holding lock applied to the Restricted Securities, if the scheme of arrangement is not implemented.

### **3.5 Procedure on similar transaction**

If the proposed transfer of the Restricted Securities is done as part of a transaction having a similar effect to a share buy-back under an equal access scheme, takeover or scheme of arrangement, then the following conditions must be satisfied:

- (a) the transaction must involve the transfer to a third party of all of the ordinary shares in the Entity or the transfer of shares held by every holder of ordinary shares in the Entity on a pro rata basis; and

- (b) the Entity must consent in writing to the transfer which consent must not be unreasonably withheld or delayed.

#### **4. Release from escrow on Court order**

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During the Escrow Period, the Holder may Dispose of (including granting a Security Interest) in respect of the Restricted Securities in order to comply with any Court order.

#### **5. Transfers to affiliates**

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During the Escrow Period, the Holder may transfer some or all of the Restricted Securities to:

- (a) a company wholly-owned by the Holder;
- (b) a trust in relation to which the Holder is the beneficiary;
- (c) or an Affiliate of that Holder,

provided that the relevant transferee also enters into an agreement with the Entity in respect of the relevant Restricted Securities on substantially the same terms as this deed and the Controller of the Restricted Securities retains its Controller Interest in the affected Restricted Securities.

#### **6. Announcements relating to Disposals**

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- (a) If the Holder or Controller becomes aware:
  - (i) that a Disposal of an Restricted Securities or Controller Interests has occurred, or is likely to occur, during the Escrow Period; or
  - (ii) of any matter that is likely to give rise to a Disposal of any Restricted Securities or Controller Interest during the Escrow Period,

it must notify the Entity in writing as soon as practicable after becoming aware of the Disposal, potential Disposal or the matters giving rise to the Disposal, providing full details.

- (b) Subject to clause 6(c), the Entity may make a public announcement in respect of a Disposal to the extent that, in the reasonable opinion of the Entity's directors, disclosure is required by law or by any notice, order or regulation of any regulatory authority (including under the Listing Rules) which is binding on the Company (**Disclosure Obligation**).
- (c) The Entity and Holder must consult with each other and use reasonable endeavours to agree to the content of any announcement the Entity may wish to make, but only to the extent reasonably possible without contravening the requirements of the Disclosure Obligation and having regard to the mandatory or punitive sanctions that may or are threatened to be imposed under the Disclosure Obligation.

#### **7. Warranties**

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- (a) If only the Holder and the Entity are parties to this deed, one of the following applies:
  - (i) the Holder is an individual;

- (ii) the Holder has no Controller; or
  - (iii) the Holder has the Controllers set out in item 3 with the interests identified in item 6, and each Controller comes within an exception set out in rule 9.1.4 of the Listing Rules.
- (b) The Holder and the Controller severally with respect to itself only warrant and represent the following:
  - (i) the Holder owns or has the right to Dispose of the Restricted Securities and the Controller holds the Controller interests;
  - (ii) if the Holder, the Entity and any Controller are parties to this deed, the Holder has the Controllers set out in item 3 with the Controller interests identified in item 6, and any Controller who is not a party to this deed comes within an exception set out in rule 9.1.4 of the Listing Rules. The Holder and each Controller give this warranty;
  - (iii) if item 7 of the schedule is completed, the full particulars of Security Interests which have been created, or are agreed or offered to be created, in the Restricted Securities are set out. A release of the Security Interests is attached. Apart from this, before the Escrow Period begins, the Holder has not done, or omitted to do, any act which would breach clause 2.1 if done or omitted during the escrow period;
  - (iv) if item 8 of the schedule is completed, the full particulars of Security Interests which have been created, or are agreed or offered to be created, in the Controller interests are set out. A release of the Security Interests is attached. Apart from this, before the Escrow Period begins, the Controller has not done, or omitted to do, any act which would breach clause 2.2 if done or omitted during the Escrow Period. Each Controller gives this warranty;
  - (v) it has full power and authority, without consent of any other person, to enter into and perform its obligations under this deed (including if the Holder or Controller has entered into this deed as a trustee (**Trustee**), under a trust deed for a relevant trust (**Trust**);
  - (vi) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
  - (vii) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
  - (viii) if the Holder or Controller is a Trustee:
    - (A) the Trustee is the trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove it as trustee of the Trust;
    - (B) the Holder or Controller has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released or diminished in any way;
    - (C) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust; and
  - (ix) the execution, delivery and performance by it of this deed does not, and will not, violate, breach or result in a contravention of:

- (A) any applicable law, regulation or authorisation;
  - (B) its constitution or other constituent documents; or
  - (C) any agreement, undertaking, encumbrance or document which is binding on that party.
- (c) A breach of any of these warranties is a breach of this deed.

## **8. Consequences of breaching this deed**

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- (a) If it appears to the Entity that the Holder or a Controller may breach this deed, the Entity must take the steps necessary to prevent the breach, or to enforce the deed.
- (b) If the Holder or a Controller breach this deed, the Entity must take the steps necessary to enforce the deed, or to rectify the breach.
- (c) If the Holder or a Controller breach this deed, in addition to any other rights or remedies of the Entity, the Entity may refuse to acknowledge, deal with, accept or register any Disposal of any of the Restricted Securities.

## **9. Entity to complete Schedule**

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Each party authorises the Entity (or any person delegated such authority in writing by the Entity) to insert in Schedule 1, after execution of the deed by each party:

- (a) the particulars of the Restricted Securities;
- (b) the particulars of the Controller Interests; and
- (c) any other details necessary to complete in the Schedule.

## **10. Capacity**

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If the Security Holder or the Controller has entered into this deed as a Trustee:

- (a) notwithstanding any other provision of this deed, but subject to clause 10(c), the Security Holder or the Controller (as applicable) enters into this deed only in its capacity as trustee of the relevant trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Security Holder or the Controller (as applicable) only to the extent which it can be satisfied out of the property of the relevant trust for which the Security Holder or the Controller (as applicable) is actually indemnified for the liability. The Security Holder or the Controller (as applicable) will exercise its rights of indemnification in order to satisfy its obligations under this deed;
- (b) subject to clause 10(c), a party to this deed may not sue the Security Holder or the Controller (as applicable) in any capacity other than as trustee in respect of the relevant trust, including seeking the appointment to the Security Holder or Controller (as applicable) of a receiver (except in relation to the property of the relevant trust), a liquidator, administrator or any similar person; and
- (c) the provisions of this clause 10 will not apply to any obligation or liability of the Security Holder or the Controller (as applicable) to the extent that it is not satisfied because under the relevant trust deed or by operation of law, there is a reduction in the extent, or elimination of, the Security Holders' or Controller's (as applicable) right of indemnification out of the assets of the relevant trust, or the right does not

exist at all, as a result of the Security Holder's or Controller's (as applicable) fraud, negligence, improper performance of duties or breach of the trust.

## **11. General**

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### **11.1 Amendment**

This deed will not be changed or waived unless by written agreement of the parties.

### **11.2 Jurisdiction**

The laws of the State or Territory of the home branch of the Entity apply to this deed. Each party submits to the non-exclusive jurisdiction of the courts of that State or Territory.

### **11.3 Further assurance**

Each party must execute any document and perform any action necessary to give full effect to this deed, whether before or after performance of this deed.

### **11.4 Notices**

- (a) Any notice may be served by delivery in person, by post or email to the address of the recipient specified in this deed or most recently notified by the recipient to the sender.
- (b) Any notice to or by a party under this deed must be in writing, in English and signed by either the sender or, if a corporate party, an authorised officer of the sender.
- (c) Any notice is deemed to be given by the sender and received by the addressee:
  - (i) if delivered in person, when delivered to the addressee;
  - (ii) if posted, at 9.00 am 2 Business Days after the date of posting to the addressee, whether delivered or not; orbut if the delivery or receipt is on a day which is not a Business Day or is after 4.00 pm (addressee's time), it is deemed to have been received at 9.00 am on the next Business Day.
- (d) The address for service for notices of the parties are set out in the Schedule.

### **11.5 Waivers**

Any failure by a party to exercise any right under this deed does not operate as a waiver. The single or partial exercise of any right by that party does not preclude any other or further exercise of that or any other right by that party.

### **11.6 Counterparts**

- (a) This deed may be executed in any number of counterparts, all of which taken together are deemed to constitute the same document.
- (b) A copy of a counterpart emailed as a PDF:
  - (i) must be treated as an original counterpart;
  - (ii) is sufficient evidence of the execution of the original; andmay be produced in evidence for all purposes in place of the original.



## Schedule

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1.	Entity's name and address	Viva Leisure Ltd ACN 607 079 792 of First Floor, Unit 7, 141 Flemington Road, Mitchell, Australian Capital Territory 2911
2.	Holder's name and address	[insert]
3.	Each Controllers' name and address	[insert]
4.	Escrow Period  (the date from which the initial Restricted Securities are escrowed)	The date of this deed until the earlier of: <ul style="list-style-type: none"><li>the date on which the Entity releases to the ASX the financial report of the Entity for the financial year ending 30 June 2020; and</li><li>24 months after the date of this deed.</li></ul>
5.	Particulars of Restricted Securities	All ordinary shares owned by the Holder and all shares over which the Holder may exercise the right to Dispose of as at the date of admission of the Entity to the official list of ASX
6.	Particulars of Controller Interests	[insert]
7.	Particulars of Security Interests over Restricted Securities	Not applicable
8.	Particulars of Security Interests of Controller Interests	Not applicable

## Signing page

**Executed** as a deed.

Dated: 3 May 2019

**Executed** by **Viva Leisure Limited** ACN 607 079 792 under section 127 of the Corporations Act by its duly authorised officers:

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Signature of Director

---

Signature of Director/Secretary

---

Name of Director  
(Block Letters)

---

Name of Director/Secretary  
(Block Letters)

**Executed** by **[insert]** under section 127 of the Corporations Act by its duly authorised officers:

---

Signature of Director

---

Signature of Director/Secretary

---

Name of Director  
(Block Letters)

---

Name of Director/Secretary  
(Block Letters)