



MAYFIELD
CHILDCARE LIMITED

Mayfield Childcare Limited
ACN 604 970 390

Share Purchase Plan
Offer Booklet

8 November 2021

Offer closes at 5:00pm (Melbourne time) on Monday, 6 December 2021

This is an important document that requires your immediate attention.

This Offer Booklet should be read in its entirety. This document is not a prospectus under the Corporations Act and has not been lodged with ASIC.

Eligible Shareholders have the opportunity to participate in the Share Purchase Plan Offer by applying for up to \$30,000 of New Shares without incurring brokerage or other transaction costs. Details of the Offer and how to participate are set out in this Offer Booklet.

Applications for New Shares under the Share Purchase Plan must be received before the Offer closes.

NOT FOR DISTRIBUTION OR RELEASE IN THE UNITED STATES

Key Dates for the Offer

Event	Date
Record Date	7:00pm (Melbourne time) on Friday, 29 October 2021
Announcement Date	Monday, 1 November 2021
Offer Booklet and Application Forms dispatched	Monday, 8 November 2021
Opening Date	Monday, 8 November 2021
Closing Date	5:00pm (Melbourne time) on Monday, 6 December 2021
Issue of New Shares under the Offer	Friday, 10 December 2021
Trading of New Shares issued under the Offer expected to commence on ASX on a normal settlement basis	Monday, 13 December 2021
Holding statements for New Shares sent to Shareholders	Monday, 13 December 2021

Note: The timetable above is indicative only and subject to change. The Company reserves the right to amend any or all of these events, dates and times, without prior notice, subject to the Corporations Act, the ASX Listing Rules and other applicable laws. In particular, the Company reserves the right to extend the Closing Date of the Offer, to accept late applications either generally or in particular cases or to withdraw the Offer without prior notice. The commencement of quotation of New Shares is subject to confirmation from ASX.

The Company also reserves the right not to proceed with the Offer in whole or in part at any time prior to allotment and issue of the New Shares. In that event, the relevant application monies (without interest) will be returned in full to applicants.

The commencement and quotation of New Shares is subject to the discretion of ASX.

Cooling off rights do not apply to an application for New Shares. You cannot withdraw your application once it has been accepted.

Important Notices

This Offer Booklet is dated 8 November 2021. It should be read carefully and in its entirety.

This Offer Booklet is intended for use only in connection with the Offer to Eligible Shareholders in Australia or New Zealand. No action has been taken to permit an offering of New Shares in any jurisdiction outside of Australia and New Zealand.

The offer of New Shares under the SPP is an offer of continuously quoted securities (as defined in the Corporations Act) of the Company and has been made in accordance with ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547, which grants relief from the requirement for the Company to provide prospectus disclosure in relation to the SPP.

This Offer Booklet is not a prospectus under Chapter 6D of the Corporations Act and has not been lodged with ASIC. Accordingly, the level of disclosure in this Offer Booklet is significantly less than that required in a prospectus or other disclosure document. Eligible Shareholders should therefore rely upon their own knowledge of the Company, refer to disclosures made by the Company to ASX, and refer to their professional advisers before deciding whether to participate in the Offer.

The information in this Offer Booklet does not constitute financial product advice and does not take into account your investment objectives, financial situation or particular needs.

Participation in the Offer is only open to Eligible Shareholders (being holders of Shares in the Company at 7:00pm (Melbourne time) on the Record Date (being Friday, 29 October 2021) with a registered address in Australia or New Zealand, provided that such shareholder is not in the United States or acting for the account or benefit of a person in the United States). The Offer is also being extended to Eligible Shareholders of the Company who are custodians to participate in the Offer on behalf of certain Participating Beneficiaries on the terms set out in this Offer Booklet.

Eligible Shareholders will receive an Application Form with this Offer Booklet.

By returning an Application Form or otherwise paying for your New Shares through BPAY® or otherwise in accordance with the instructions on the Application Form, you acknowledge that you have read this Offer Booklet and you have acted in accordance with and agree to the terms and conditions of the SPP set out in this Offer Booklet.

NOT FOR DISTRIBUTION OR RELEASE IN THE UNITED STATES AND OTHER OVERSEAS JURISDICTIONS

No overseas offering

This Offer Booklet and the accompanying Application Form do not constitute an offer or invitation in any place in which, or to any person to whom, it would not be lawful to make such offer or invitation. In particular, this Offer Booklet does not constitute an offer to Excluded Shareholders and may not be distributed in the United States and the New Shares may not be offered or sold, directly or indirectly, to persons in the United States.

This Offer Booklet is not to be distributed, and no offer of New Shares is to be made, in countries other than Australia and New Zealand.

No action has been taken to register or qualify the Offer or the New Shares, or otherwise permit the public offering of the New Shares, in any jurisdiction other than Australia and New Zealand.

The distribution of this Offer Booklet (including an electronic copy) outside Australia and New Zealand, is restricted by law. If you come into possession of the information in this Offer Booklet, you should observe such restrictions and should seek your own advice on such restrictions. Any non-compliance with these restrictions may contravene applicable securities laws.

New Zealand

The New Shares are not being offered or sold to the public within New Zealand other than to existing shareholders of the Company with registered addresses in New Zealand to whom the offer of New Shares is being made in reliance on the Financial Markets Conduct Act 2013 and the Financial Markets Conduct (Incidental Offers) Exemption Notice 2016.

This document has not been registered, filed with or approved by any New Zealand regulatory authority. This document is not a product disclosure statement under New Zealand law and is not required to, and may not, contain all the information that a product disclosure statement under New Zealand law is required to contain.

Offer not made in the United States

This Offer Booklet may not be distributed in the United States. This Offer Booklet does not constitute an offer to sell, or a solicitation of an offer to buy, any securities in the United States or in any jurisdiction in which such an offer would be illegal. The New Shares offered under the Offer have not been, and will not be, registered under the U.S. Securities Act of 1933, as amended (**U.S. Securities Act**) or the securities laws of any state or other jurisdiction of the United States. Accordingly, the New Shares may not be offered or sold, directly or indirectly to, persons in the United States or persons who are acting for the account or benefit of a person in the United States unless they have been registered under the U.S. Securities Act (which the Company has no obligation to do or procure) or in a transaction exempt from, or not subject to, the registration requirements of the U.S. Securities Act and any other applicable U.S. state securities laws. The New Shares to be offered under the Offer may only be offered and sold outside the United States in “offshore transactions” (as defined in Rule 902(h) under the U.S. Securities Act) in compliance with Regulation S under the U.S. Securities Act.

No representations

No person is authorised to give any information or to make any representation in connection with the Offer which is not contained in this Offer Booklet. Any information or representation in connection with the Offer not contained in the Offer Booklet may not be relied upon as having been authorised by the Company or any of its officers.

Times and dates

Times and dates in this Offer Booklet are (except where historical) indicative only and subject to change. All times refer to Melbourne time.

Currency

Unless otherwise stated, a reference to dollars (\$) in this Offer Booklet is a reference to Australian currency.

Chairman's Letter

8 November 2021

Dear Shareholder,

On behalf of the Board of Directors of Mayfield Childcare Limited (**Mayfield** or **Company**), I am pleased to offer you the opportunity to participate in Mayfield's Share Purchase Plan (**SPP**). The SPP invites each Eligible Shareholder to apply for up to \$30,000 of new fully paid ordinary shares in the Company (**New Shares**), without incurring brokerage or other transaction costs. The SPP is not underwritten, and participation by Eligible Shareholders is optional.

The SPP aims to raise \$1 million. Mayfield may decide to accept applications (in whole or in part) that result in the SPP raising more or less than this amount, in its absolute discretion. If any scale back is to occur, it is the intention of the Board that this will be made having regard to the relative shareholdings of those Eligible Shareholders who participate in the Offer. The SPP is effectively in parallel with the placement to sophisticated, professional and institutional investors undertaken by the Company, which aims to raise \$8 million (**Placement**).

The Issue Price of each of the New Shares being offered under the SPP is \$1.05, being the same as the Placement Price. This represents a discount of 11.9% to the volume weighted average price (**VWAP**) of Mayfield Shares traded on ASX during the 5 trading days up to and including 28 October 2021 (being the last trading day of Mayfield Shares prior to the announcement of the Placement and SPP).

The SPP, together with the completed Placement, is being undertaken to help facilitate Mayfield's proposed acquisition of Genius Education. The assets of Genius Education will include 14 childcare centres located in Queensland, Victoria and South Australia that will be owned and operated by Genius Education. Completion of the acquisition is subject to conditions precedent, including Shareholder approval. The capital raised under the SPP and Placement will be used to fund the cash consideration component of the acquisition and to pay for Mayfield's costs in connection with the acquisition and the Placement.

The SPP opens on 8 November 2021 and is expected to close at 5:00pm (Melbourne time) on 6 December 2021. New Shares are expected to be issued and commence trading on ASX by 10 December 2021.

To be eligible to participate in the SPP, you must have been a registered holder of Shares at the Record Date (7:00pm (Melbourne time) on Friday, 29 October 2021) and shown on the Register to have an address in Australia or New Zealand (**Eligible Shareholder**).

Full details of how to apply under the SPP are outlined in section 8 of the SPP terms and conditions on pages 10 to 12 of this Offer Booklet. The most efficient way to apply and pay for your Application is through BPAY®. This is recommended by Registry because you do not need to return the Application Form enclosed with this Offer Booklet if you choose this option. Alternatively, you can complete and return the enclosed personalised Application Form with your Application payment. Please ensure that Registry receives your Application and Application payment by the Closing Date.

The terms and conditions of the SPP are provided in this Offer Booklet. I encourage you to read and carefully consider the Offer Booklet in its entirety, and seek your own professional advice in relation to the Offer, before you decide whether to participate.

If you have any questions in relation to the SPP or how to complete the Application Form, please call the Mayfield SPP Offer Information Line at any time between 8:30am to 5:30pm (Melbourne time), Monday to Friday on 1800 992 793 (within Australia) or +61 1800 992 793 (outside Australia). If you wish to download your personalised SPP Application Form and access the Offer Booklet online, please visit the SPP Offer website which you can access from www.mayfieldchildcare.com.au

On behalf of the Board of Directors of Mayfield, I thank you for your ongoing support of the Company and look forward to your participation in the Offer.

Yours sincerely,

Peter Lowe
Chairman
Mayfield Childcare Limited

Frequently Asked Questions

You should read this section in conjunction with the SPP terms and conditions outlined in this Booklet.

1 What is Mayfield's Share Purchase Plan?

The SPP allows Eligible Shareholders to acquire up to \$30,000 of New Shares at the Issue Price, without paying brokerage or other transaction costs, on the SPP terms and conditions.

2 Am I an Eligible Shareholder?

All holders of Shares as at the Record Date with a registered address in Australia or New Zealand are eligible to participate in the SPP (**Eligible Shareholders**).

The SPP is also being extended to Eligible Shareholders who are Custodians to participate in the SPP on behalf of Participating Beneficiaries on the terms and conditions provided in this Offer Booklet (see section 4 of the SPP terms and conditions).

3 Do I have to participate in the SPP?

No. Participation in the SPP is optional. If you do not wish to participate, then you do not need to take any further action.

4 Can my offer under the SPP be transferred to another person?

No. You cannot transfer your right under this offer to acquire New Shares to anyone else.

5 What is the Issue Price?

The Issue Price of each of the New Shares being offered under the SPP is \$1.05, being the same as the Placement Price. This represents a discount of 11.9% to the VWAP of Mayfield Shares traded on ASX during the 5 trading days up to and including 28 October 2021 (being the last trading day of Mayfield Shares prior to the announcement of the Placement and SPP).

6 How much can I invest under the SPP?

Eligible Shareholders may apply for up to \$30,000 worth of New Shares in parcels of \$1,000, \$2,500, \$5,000, \$7,500, \$10,000, \$12,500, \$15,000, \$20,000, \$25,000 or \$30,000. Applications may only be made for New Shares in the amounts as designated on your Application Form from a minimum of \$1,000 up to a maximum of \$30,000.

The number of New Shares issued to an applicant will be rounded down to the nearest whole number after dividing the Application monies by the Issue Price, subject to any scale back applied in accordance with this Offer Booklet. The balance of any Application money that is not applied to acquire New Shares (as a result of rounding or scale back) will be refunded to you without interest unless the amount is less than \$2.00.

Where Mayfield decides to apply a scale back, it is the intention of the Board that any scale back arrangements will be made having regard to the pro rata shareholdings of Eligible Shareholders who apply for New Shares. However, Mayfield is not required to conduct a scale back in this way and reserves the right to scale back applications at its absolute discretion.

7 What are the risks associated with applying for New Shares under the SPP?

If you participate in the SPP by completing and returning the Application Form or by making a payment by BPAY®, you are accepting the risk that the market price of Shares may change between the Record Date, the Announcement Date, the date of this Offer Booklet, the date on which you send in the Application Form or make a payment by BPAY® and the Issue Date. This means that, up to and/or after the Issue Date, you may be able to buy Shares on ASX at a lower price than the Issue Price.

There are also a number of other risks associated with an application for New Shares. Further details about these risks are included in the 'Key Risks' section of Mayfield's investor presentation released to ASX on 1 November 2021.

8 Why is Mayfield issuing New Shares under the SPP?

The SPP, together with the completed Placement, is being undertaken to help facilitate Mayfield's proposed acquisition of Genius Education. Completion of the acquisition is subject to conditions precedent, including shareholder approval. The capital raised under the SPP and Placement will be used to fund the cash consideration component of the acquisition and to pay for Mayfield's costs in connection with the acquisition.

9 What costs are associated with the SPP?

No brokerage, commissions or other transaction costs are payable by Eligible Shareholders in relation to the application for, and the issue of, New Shares under the SPP.

10 How do I apply?

Details on how to participate in the Offer are set out in section 8.5 of the SPP terms and conditions (page 10).

All Applications and Application payments must be received no later than 5:00pm (Melbourne time) on the Closing Date of 6 December 2021.

11 Can I withdraw my application for New Shares once it is submitted?

Applications and payments for New Shares may not be withdrawn or revoked once received by Mayfield. There is no cooling-off period under the SPP.

12 Is the SPP underwritten?

No. The SPP is not underwritten.

13 Where can I get more information on the SPP?

If you have any questions in relation to the SPP or how to complete the Application Form, please call the Mayfield SPP Offer Information Line at any time between 8:30am to 5:30pm (Melbourne time), Monday to Friday on 1800 992 793 (within Australia) or +61 1800 992 793 (outside Australia). If you wish to download your personalised SPP Application Form and access the Offer Booklet online, please visit the SPP Offer website which you can access from www.mayfieldchildcare.com.au

Terms and Conditions of the SPP

Important Notice

Please read these Terms and Conditions carefully as you will be bound by them in participating in the SPP. Shareholders accepting the Offer will also be bound by the constitution of the Company.

1 Offer

- 1.1 The Company offers each Eligible Shareholder the opportunity to participate in the Offer by applying for up to \$30,000 of New Shares subject to and in accordance with the Terms and Conditions.
- 1.2 The Offer to each Eligible Shareholder (whether as a Custodian or on its own account) is made on the same Terms and Conditions.
- 1.3 The Offer of New Shares is made in accordance with ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547, which grants relief from the requirement to prepare a prospectus for the Offer of New Shares.
- 1.4 All references to \$ or dollars in this Offer Booklet are references to Australian dollars, unless otherwise indicated.

2 Eligible Shareholders

- 2.1 You are eligible to participate in the Offer (**Eligible Shareholder**) if you:
 - (a) were registered on the Register as a Shareholder at 7:00pm (Melbourne time) on the Record Date;
 - (b) have a registered address in Australia or New Zealand at that time; and
 - (c) are not in the United States and are not acting for the account or benefit of a US Person.
- 2.2 The SPP is also extended to Eligible Shareholders who are Custodians, in accordance with section 4.1 and sections 8.9 to 8.10 of these Terms and Conditions.
- 2.3 The Company has decided that it is not reasonably practical to make the Offer to Shareholders other than the Eligible Shareholders (**Excluded Shareholders**), having regard to the number and value of New Shares the Excluded Shareholders would be offered and the costs of complying with the relevant legal and regulatory requirements in those jurisdictions outside Australia and New Zealand.

3 Joint holders

If two or more persons are registered on the Register as jointly holding Shares, they are taken to be a single registered holder of Shares for the purposes of determining whether they are an Eligible Shareholder and a certification given by any of them is taken to be a certification given by all of them.

4 Custodians

- 4.1 Subject to these Terms and Conditions, Eligible Shareholders who are Custodians may participate in the Offer on behalf of each Participating Beneficiary on whose behalf the Custodian is holding Shares. An Eligible Shareholder is deemed to be a Custodian under ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547 if it is an Eligible Shareholder that:
 - (a) holds an Australian financial services licence that covers the provision of a custodial or depositary service;
 - (b) is exempt from the requirement to hold an Australian financial services licence covering the provision of a custodian or depositary service;

- (c) holds an Australian financial services licence covering the operation of an IDPS or is a responsible entity of an IDPS-like scheme (as defined in the ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547);
- (d) is a trustee of a self-managed superannuation fund or a superannuation master trust; or
- (e) is a registered holder of Shares or interests in the class and is noted on the Register as holding the Shares or interests on account of another person.

4.2 Refer to section 8.9 for details on how to subscribe for New Shares as a Custodian for one or more Participating Beneficiaries.

4.3 If you hold Shares as a trustee or nominee for another person, but are not a “Custodian” as defined in ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547, you cannot participate for beneficiaries in the manner described above.

5 Participation is optional

Participation in the Offer is entirely optional (subject to the eligibility criteria set out in these Terms and Conditions).

6 Non-transferrable

The Offer is non-transferrable and, therefore, Eligible Shareholders cannot transfer their right to acquire New Shares to a third party.

7 Brokerage and transaction costs

No brokerage or other transaction costs will apply to the acquisition of New Shares.

8 Applications for New Shares

8.1 The Offer opens on the Opening Date.

8.2 Eligible Shareholders may apply for a minimum of \$1,000 and up to a maximum of \$30,000 of New Shares. This limitation applies even if Eligible Shareholders receive more than one Application Form due to multiple holdings, or if they hold Shares in more than one capacity. Applications by Eligible Shareholders may be made in parcels of \$1,000, \$2,500, \$5,000, \$7,500, \$10,000, \$12,500, \$15,000, \$20,000, \$25,000 or \$30,000. In the absence of a scale back, the Company will divide the Application money of an Eligible Shareholder by the Issue Price in order to determine the number of New Shares for which they have applied (rounded down to the nearest whole number of New Shares). If the Company receives an amount that does not equal one of the amounts specified above, the Company may either:

- (a) reject the Application and refund in full the Application money (without interest) to the Eligible Shareholder; or
- (b) apply the dollar amount of the payment to the highest designated parcel that is less than the amount of the payment and refund the excess Application money (without interest) to the Eligible Shareholder,

in each case in accordance with section 17.

8.3 If you are a Custodian, you may apply for up to a maximum amount of \$30,000 of New Shares for each Participating Beneficiary.

8.4 The Company reserves the right to allot fewer New Shares than an Eligible Shareholder applies for under the Offer, or no New Shares, and any determination by the Directors in respect of any scale back (as provided for in clause 13) will be final.

8.5 Eligible Shareholders who wish to apply for New Shares must either:

- (a) make a payment for the appropriate amount via BPAY®, by using the customer reference number shown on your Application Form which is required to identify your holding, in

accordance with the instructions on the personalised Application Form so that it is received prior to 5:00pm (Melbourne time) on the Closing Date; or

- (b) complete the enclosed Application Form and forward it with a cheque drawn for the appropriate amount from an Australian financial institution made payable to "Mayfield Childcare Limited" and crossed "Not Negotiable" to the following address so that it is received prior to 5:00pm (Melbourne time) on the Closing Date:

By mail:

Mayfield Limited
C/- Link Market Services Limited
GPO Box 3560
Sydney NSW 2001

- 8.6 If you are paying via BPAY®, at the time of making your payment via the BPAY® facility you will be taken to have made an application and represented to the Company that the total price of the application for the following does not exceed \$30,000:
- (a) the New Shares that are the subject of your application;
 - (b) any other New Shares applied for by you under the SPP or any other Shares or interests in the class issued to you under a similar arrangement in the 12 months before the application;
 - (c) any other New Shares which you have instructed a Custodian to acquire on your behalf under the SPP; and
 - (d) any other Shares or interests in the class issued to a Custodian under an arrangement similar to the SPP in the 12 months before the application as a result of an instruction given by you to the Custodian and which resulted in you holding beneficial interests in the Shares or interests.
- 8.7 Receipts for payment will not be issued.
- 8.8 Eligible Shareholders who receive more than one offer under the SPP (for example, because they hold Shares in more than one capacity or in different registered holdings) may apply on different Application Forms for New Shares but may not apply for New Shares with an aggregate value of more than \$30,000.
- 8.9 If you wish to subscribe for New Shares as a Custodian for one or more Participating Beneficiaries, you must also complete and submit an additional Custodian Certificate that contains further certifications and details (required under the terms of ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547) before your application will be accepted. Applications by Custodians that are not accompanied by a duly completed Custodian Certificate will be rejected. Custodians cannot accept the offer by payment via BPAY® unless they have previously provided the Custodian Certificate to the Company.
- 8.10 To request a Custodian Certificate or for further information about the Custodian application process, please contact the Registry on 1800 992 793 (within Australia) or +61 1800 992 793 (outside Australia).
- 8.11 The Company and its officers and agents may accept or reject your application for New Shares in whole or in part at their discretion including, without limitation, if:
- (a) your application does not comply with these Terms and Conditions;
 - (b) it appears you are not an Eligible Shareholder;
 - (c) your Application Form and cheque or BPAY® payment is not received by Registry by the Closing Date;
 - (d) if paying by cheque, your Application Form is incomplete or incorrectly completed or is otherwise determined by the Company to be invalid;

- (e) your cheque is dishonoured or has been incorrectly completed;
 - (f) it appears that you are applying to acquire more than \$30,000 of New Shares in aggregate (including as a result of Shares you hold directly, jointly or through a Custodian or nominee arrangement); or
 - (g) payment of the application monies is not submitted in Australian currency or, if payment is made by cheque, the cheque is not drawn on an Australian financial institution.
- 8.12 Eligible Shareholders who do not wish to apply for New Shares do not need to take any action and the Offer will lapse on the Closing Date.

9 Issue Price

- 9.1 The Issue Price per New Share is \$1.05, being the same as the Placement Price. This represents a discount of 11.9% to the VWAP of Mayfield Shares traded on ASX during the 5 trading days up to and including 28 October 2021 (being the last trading day of Mayfield Shares prior to the announcement of the Placement and SPP).
- 9.2 The current Share price can be obtained from ASX and is listed in the financial and business section of major daily newspapers circulating in Australia.
- 9.3 There is a risk that the market price of Shares may change between the Record Date, the Announcement Date, the date of this Offer Booklet, the date on which you send in the Application Form or make a payment by BPAY® and the Issue Date. This means that the price that you pay per New Share pursuant to the SPP may be either higher or lower than the market price of the Shares at the Opening Date or at the time the Shares are allotted, or otherwise allocated, to you under the SPP. However, the Issue Price will be no more than the Placement Price. You should seek your own independent financial advice in relation to this Offer Booklet and your participation in the SPP and check the current trading price of Shares before making a decision in relation to the SPP.
- 9.4 Your application is unconditional and may not be withdrawn even if the market price of Shares is less than the Issue Price.
- 9.5 You agree to pay the Issue Price per New Share for your nominated parcel under clause 8.2 or, if there is a scale back, the number of New Shares calculated under clause 13.

10 Issue

- 10.1 New Shares will be issued on the Issue Date.
- 10.2 New Shares will rank equally with the existing Shares as at the Issue Date.
- 10.3 Registry will send you a holding statement on or around 10 December 2021, which will include details of the number of New Shares issued to you and your total holding of Shares.

11 Quotation

- 11.1 The Company will apply to ASX for quotation of the New Shares. It is anticipated that the New Shares will be quoted on ASX immediately after their issue.

12 Acknowledgements

- 12.1 By returning an Application Form with a cheque or making a payment via BPAY®, you:
- (a) are deemed to have accepted the Offer and you irrevocably and unconditionally agree to the Terms and Conditions of the SPP and the term and conditions of the Application Form and agree not to do any act or thing that would be contrary to the spirit, intention or purpose of the SPP;
 - (b) warrant that all details and statements in your application are true and complete and not misleading;

- (c) agree that your application will be irrevocable and unconditional (that is, it cannot be withdrawn);
- (d) warrant that you are an Eligible Shareholder and are eligible to participate in the SPP;
- (e) acknowledge that no interest will be paid on any application monies held pending the issue of New Shares or subsequently refunded to you for any reason;
- (f) acknowledge that the Company and its officers and agents are not liable for any consequences of the exercise or non-exercise of its discretions referred to in these Terms and Conditions;
- (g) agree to pay the Issue Price per New Share up to the maximum of:
 - (i) the value you have selected on the Application Form; or
 - (ii) the maximum value of your BPAY® payment or cheque;
- (h) acknowledge and agree that:
 - (i) you are not in the United States and are not acting for the account or benefit of a person in the United States;
 - (ii) the New Shares have not been, and will not be, registered under the U.S. Securities Act or the securities laws of any state or other jurisdiction of the United States, and accordingly, the New Shares may not be offered, sold or otherwise transferred without registration under the U.S. Securities Act or unless the New Shares are offered, sold or otherwise transferred in a transaction exempt from, or not subject to, the registration requirements of the U.S. Securities Act, and any other applicable securities laws;
 - (iii) you have not, and will not, send this Offer Booklet or any materials relating to the SPP to any person in the United States;
 - (iv) if, in the future you decide to sell or otherwise transfer the New Shares, you will only do so in the regular way for transactions on the ASX where neither you nor any person acting on your behalf know, or have reason to know, that the sale has been pre-arranged with, or that the purchaser is, a person in the United States; and
 - (v) if you are acting as a trustee, nominee or Custodian, each beneficial holder on whose behalf you are participating is resident in Australia or New Zealand, and you have not sent this Offer Booklet, or any materials relating to the SPP to any person outside Australia and New Zealand;
- (i) accept the risk associated with any refund that may be dispatched to you by cheque to your address shown on the Register;
- (j) are responsible for any dishonour fees or other costs the Company may incur in presenting a cheque for payment which is dishonoured;
- (k) agree to be bound by the constitution of the Company in respect of New Shares (as it may be amended from time to time in the future);
- (l) acknowledge that none of the Company, its advisers or agents, has provided you with any financial product or investment advice or taxation advice in relation to the SPP, or has any obligation to provide such advice;
- (m) authorise the Company, and its officers and agents, to do anything on your behalf necessary for New Shares to be issued to you in accordance with these Terms and Conditions;

- (n) acknowledge that the Company may at any time irrevocably determine that your application is valid, in accordance with the Terms and Conditions of the SPP, even if the Application Form is incomplete, contains errors or is otherwise defective; and
 - (o) authorise the Company, and its officers and agents, to correct minor or easily rectified errors in, or omissions from, your Application Form by the insertion of any missing minor detail.
- 12.2 If you are applying on your own behalf (and not as a Custodian), by returning an Application Form with a cheque or making a payment via BPAY®, you also acknowledge and agree that:
- (a) you are not applying for New Shares with an application price of more than \$30,000 under the SPP (including by instructing a Custodian to acquire New Shares on your behalf under the SPP);
 - (b) the total of the application price for the following does not exceed \$30,000:
 - (i) the New Shares that are the subject of your application;
 - (ii) any other New Shares applied for by you under the SPP or any other Shares or interests in the class issued to you under a similar arrangement in the 12 months before the application;
 - (iii) any other New Shares which you have instructed a Custodian to acquire on your behalf under the SPP; and
 - (iv) any other Shares or interests in the class issued to a Custodian under an arrangement similar to the SPP in the 12 months before the application as a result of an instruction given by you to the Custodian and which resulted in you holding beneficial interests in the Shares or interests.
- 12.3 If you are a Custodian and are applying on behalf of an Participating Beneficiary on whose behalf you hold Shares, by returning an Application Form with a cheque or making a payment via BPAY®, you also acknowledge and agree that:
- (a) you are a Custodian (as that term is defined in *ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547*);
 - (b) you hold Shares or interests in the class on behalf of one or more Participating Beneficiaries that are not Custodians or another Custodian (**Downstream Custodian**) holds beneficial interests in Shares or interests in the class on behalf of one of more Participating Beneficiaries and the Custodian holds the Shares or interests to which those beneficial interests relate on behalf of the Downstream Custodian or another Custodian on the Record Date and each Participating Beneficiary has subsequently instructed the Custodian or the Downstream Custodian to apply for Shares on their behalf under the SPP;
 - (c) the Participating Beneficiary has been given a copy of this Offer Booklet;
 - (d) you are not applying for New Shares on behalf of any Participating Beneficiary with an application price for the following of more than \$30,000:
 - (i) New Shares applied for by the Custodian under the SPP; and
 - (ii) any other Shares or interests in the class issued to the Custodian in the 12 months before the application as a result of an instruction given by them to the Custodian or the Downstream Custodian to apply for Shares or interests on their behalf under an arrangement similar to the SPP; and
 - (e) the information in the Custodian Certificate submitted with your Application Form is true, correct and not misleading.

13 Scale back

- 13.1 A scale back is a reduction in the allotments of New Shares under the SPP (compared to the parcels applied for) that the Company may undertake if it receives applications under the SPP for more New Shares than it wishes to issue.
- 13.2 If there is a scale back, it is the Company's intention that any scale back arrangements will be made having regard to the pro rata shareholdings of Eligible Shareholders who apply for New Shares. If the scale back produces a fractional number of Shares, the number of New Shares allocated will be rounded up to the nearest whole number of New Shares.
- 13.3 The Board reserves the right to scale back entitlements in its absolute discretion and any such decisions are final.

14 Dispute resolution

- 14.1 The Company may settle, in any manner it deems appropriate, any difficulties, anomalies, or disputes which may arise in connection with, or by reason of, the operation of the SPP, whether generally or in relation to any participant for any application for New Shares, and its decision shall be conclusive and binding on all participants and other persons to whom the determination relates.
- 14.2 The powers of the Company under these Terms and Conditions may be exercised by the Directors or any delegate or representative of the Directors.

15 Variation and termination

- 15.1 The Company reserves the right at any time to:
- (a) amend or vary these Terms and Conditions;
 - (b) waive strict compliance with any provision of these Terms and Conditions;
 - (c) withdraw the Offer or suspend or terminate the SPP;
 - (d) vary the timetable for the SPP, including the Closing Date; and
 - (e) not accept an application, not issue New Shares or issue New Shares to a value less than that applied for under the SPP by an Eligible Shareholder (including a Custodian applying on behalf of its Participating Beneficiaries).
- 15.2 In the event that the SPP is withdrawn or terminated, all application monies will be refunded. No interest will be paid on any money returned to you.

16 Privacy policy

- 16.1 Chapter 2C of the Corporations Act requires information about you as a Shareholder (including your name, address and details of the securities you hold) to be included in the public register of the entity in which you hold securities. This information must continue to be included in the public register if you cease to be a Shareholder.
- 16.2 The Company and the Registry may collect personal information to process your application, implement the SPP and administer your Shareholding. The personal information contained in the Register is also used to facilitate payments and corporate communications (including financial results, annual reports and other information to be communicated to Shareholders) and to ensure compliance with legal and regulatory requirements, including Australian taxation laws and the Corporations Act.
- 16.3 Your personal information may be disclosed to joint investors, Registry, to securities brokers, to third party service providers, including print and mail service providers, technology providers and professional advisers, to related entities of the Company and its agents and contractors, and to ASX and other regulatory authorities, and in any case, where disclosure is required or allowed by law (which may include disclosures to the Australian Taxation Office and other government or regulatory bodies or where you have consented to the disclosure). In some cases, the types of

organisations referred to above to whom your personal information may be disclosed may be located from overseas.

- 16.4 Registry's privacy policy is available on its website:
https://www.linkgroup.com/docs/Link_Group_Privacy_Policy.pdf

17 Refunds

- 17.1 If you are entitled to a refund of all or any of your Application monies (and the refund amount is greater than \$2.00), the refund will be paid, without interest, as soon as practicable:
- (a) by direct debit to your nominated bank account (as recorded by the Registry) or by cheque sent to your registered address; or
 - (b) by returning the Eligible Shareholder's Application Form and cheque, bank draft or money order, if not processed, to your registered address.

18 Governing law

- 18.1 These Terms and Conditions are governed by the laws in force in Victoria. Any dispute arising out of, or in connection with, these Terms and Conditions, or the Offer, will be determined by the courts of Victoria.
- 18.2 By accepting the Offer, you agree to submit to the non-exclusive jurisdiction of the courts in Victoria. Other Terms and Conditions, rights and obligations of New Shares are contained in the constitution of the Company.
- 18.3 The Terms and Conditions of the SPP prevail to the extent of any inconsistency with the Application Form.

Glossary

Announcement Date means the date on which the Offer was first announced to ASX, being 1 November 2021.

Application means an application to subscribe for New Shares under the Offer.

Application Form means the personalised form accompanying this Offer Booklet to be used to make an application in accordance with the instructions set out on that form.

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited or, where the context requires, the financial market operated by it on which Shares are quoted.

ASX Listing Rules means up to date Listing Rules as published by ASX Limited.

Beneficiary means a person on whose behalf a Custodian is holding shares on the Record Date.

Board means the board of Directors.

Closing Date means the date on which the Offer closes, being 6 December 2021.

Company or **Mayfield** means Mayfield Childcare Limited ACN 604 970 390.

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

Custodian means a custodian as defined in paragraph 4 of ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547.

Custodian Certificate means a certificate complying with paragraph 8 of ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547.

Director means a director of the Company.

Eligible Shareholders means a Shareholder who is a registered holder of Shares at 7:00pm (Melbourne time) on the Record Date with a registered address in Australia, or New Zealand, provided that such Shareholder is not in the United States or acting for the account or benefit of a person in the United States.

Excluded Shareholders means those Shareholders who are not Eligible Shareholders.

Genius Education means Genius Education Pty Ltd ACN 653 437 935.

Issue Date means the date on which New Shares under the Offer will be issued, being 10 December 2021.

Issue Price means the price payable per New Share under the Offer, being \$1.05, which is the same as the Placement Price.

New Shares means the Shares in the Company offered under the SPP Offer.

Offer or SPP Offer means the Offer under clause 1.1 of the Terms and Conditions.

Offer Booklet means this offer booklet in relation to the SPP Offer, including the Terms and Conditions and the personalised Application Form accompanying this offer booklet.

Opening Date means the date on which the SPP Offer opens, being 8 November 2021.

Participating Beneficiary means a Beneficiary residents in Australia or New Zealand on whose behalf the Custodian is holding Shares.

Placement means the placement of Shares by the Company to sophisticated, professional and institutional investors under sections 708(8), 708(11) and 708(12) (respectively) announced to ASX on 1 November 2021 at the Placement Price to raise \$8 million.

Placement Price means \$1.05 per Share.

Record Date means 29 October 2021.

Register means the register of Shareholders.

Registry means Link Market Services.

Share means a fully paid ordinary share in the Company.

Share Sale Agreement means the share sale agreement entered into on 25 October 2021 between Mayfield and the Genius Education Shareholder for the sale of 100% of the share capital of Genius Education to Mayfield.

Shareholder means a holder of a Share.

SPP means the Company's Share Purchase Plan.

Terms and Conditions means the Terms and Conditions set out in this Offer Booklet.

U.S. Securities Act means the *United States Securities Act 1933*, as amended.

US Persons is as defined in Regulation S of the U.S. Securities Act.

VWAP means the volume weighted average market price.

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