

JOHNSON WINTER & SLATTERY

Contact: James Rozsa +61 2 8274 9555
Contact: Byron Koster +61 2 8274 9555
Our Ref: C9404
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2 September 2022

Market Announcements Office
ASX Limited, Exchange Centre
20 Bridge Street
Sydney NSW 2000

Dear Sir / Madam

Notice of change of interests of substantial holder

We act for Potentia Capital Management Pty Ltd (ACN 630 2640210) (**Potentia**).

On behalf of Potentia and its associates, we attach a Form 604 (Notice of change of interests of substantial holder).

Potentia previously announced that it held a 16.95% interest in Nitro Software Limited (ACN 079 215 419) (**NTO**) comprising a relevant interest of 12.097% and economic interest of 4.855%.

Potentia and its associates have taken steps to simplify their interest in NTO as follows:

1. Potentia now holds a relevant interest in 48,586,139 NTO shares (**Shares**) representing 19.89% of the Shares on issue; and
2. has fully settled the cash settled total return swap it had previously entered into with Jarden in respect of 11,860,589 Shares.

Yours faithfully



Johnson Winter & Slattery

Form 604

Corporations Act 2001 Section 671B

Notice of change of interests of substantial holder

To Company Name/Scheme Nitro Software Limited (ASX:NTO)

ACN/ARSN 079 215 419

1. Details of substantial holder(1)

Name Potentia Capital Management Pty Ltd (ACN 630 264 210) (**Potentia**) on behalf of itself, each of its associates listed in Annexure A (**Potentia Group**) and HarbourVest Partners Co-Investment VI Aggregator L.P. (**HarbourVest**).

ACN/ARSN (if applicable) n/a

There was a change in the interests of the substantial holder on 1 September 2022

The previous notice was given to the company on 31 August 2022

The previous notice was dated 31 August 2022

2. Previous and present 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 when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Fully paid ordinary shares in NTO (Shares)	29,550,000	12.10%	48,586,139	19.89%

3. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company are as follows:

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
See Annexure B .					
Note: The acquisition of Shares by Technology Growth Capital Pty Ltd has been funded by Potentia together with its associate HarbourVest.					
A copy of the Co-Investment Agreement entered into between Potentia and HarbourVest on 26 August 2022 is included as Annexure C .					

4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
Technology Growth Capital Pty Ltd (ACN 659 330 319)	Technology Growth Capital Pty Ltd (ACN 659 330 319)	Not applicable	Registered holder of 48,586,139 ordinary shares	48,586,139 ordinary shares	19.89%
Potentia Capital Management Pty Ltd (ACN 630 264 210)	Technology Growth Capital Pty Ltd (ACN 659 330 319)	Not applicable	Relevant interest under section 608(3) of the Corporations Act by reason of having control of and / or voting power above 20% in Technology Growth Capital Pty Ltd.	48,586,139 ordinary shares	19.89%
Each of the other members of the Potentia Group as set out in Annexure A.	Technology Growth Capital Pty Ltd (ACN 659 330 319)	Not applicable	Relevant interest under section 608(3) of the Corporations Act by reason of having control of and / or voting power above 20% in Technology Growth Capital Pty Ltd.	48,586,139 ordinary shares	19.89%

5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
Not applicable	Not applicable

6. Addresses

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

Name	Address
Technology Growth Capital Pty Ltd	Suite 38.01, Level 38, Gateway, 1 Macquarie Place, Sydney NSW 2000
Potentia	Suite 38.01, Level 38, Gateway, 1 Macquarie Place, Sydney NSW 2000
HarbourVest Partners Co-Investment VI Aggregator L.P.	c/o HarbourVest Partners, LLC, One Financial Center, 44 th Floor, Boston, MA 02111 United States

Signature

print name Timothy Reed capacity Managing Director

sign here



date 2 September 2022

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 6 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 person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (6) Include details of:
 - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. 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.
- (7) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
- (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) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

This is Annexure A of 1 page (including this page) referred to in the Form 604 ('Notice of change of interests of substantial holder') signed by me and dated 2 September 2022

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Signature

Timothy Reed, Managing Director

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Name

Potentia Group

No.	Entity	Country of Incorporation
1.	Technology Growth Finance Pty Ltd (ACN 660 213 052)	Australia
2.	Technology Growth Partners Pty Ltd (ACN 659 330 140)	Australia
3.	Technology Growth Capital Pty Ltd (ACN 659 330 319)	Australia
4.	Potentia Capital IA Pty Ltd (ACN 659 062 718) as trustee for Potentia Capital Trust IA	Australia
5.	Potentia Capital IB Pty Ltd (ACN 659 062 969) as trustee for Potentia Capital Trust IB	Australia
6.	Potentia Capital IC Pty Ltd (ACN 659 063 322) as trustee for Potentia Capital Trust IC	Australia
7.	Potentia Capital Pty Ltd (ACN 169 877 445)	Australia
8.	Potentia Capital Holdings Pty Ltd (ACN 630 152 493)	Australia

This is Annexure B of 16 pages (including this page) referred to in the Form 604 ('Notice of change of interests of substantial holder') signed by me and dated 2 September 2022



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Signature

Timothy Reed, Managing Director

.....
Name

Date of Change	Person whose relevant interest changed	Consideration given in relation to change	Class and number of securities affected	Person's votes affected
31-Aug-22	Technology Growth Capital Pty Ltd	1.58	Acquisition of 1 Share	1
31-Aug-22	Technology Growth Capital Pty Ltd	1.58	Acquisition of 1 Share	1
31-Aug-22	Technology Growth Capital Pty Ltd	1.58	Acquisition of 1 Share	1
31-Aug-22	Technology Growth Capital Pty Ltd	152,782.84	Acquisition of 96,698 Shares	96698
31-Aug-22	Technology Growth Capital Pty Ltd	2,355.78	Acquisition of 1,491 Shares	1491
31-Aug-22	Technology Growth Capital Pty Ltd	75.84	Acquisition of 48 Shares	48
31-Aug-22	Technology Growth Capital Pty Ltd	153,357.96	Acquisition of 97,062 Shares	97062
31-Aug-22	Technology Growth Capital Pty Ltd	1,185.00	Acquisition of 750 Shares	750
31-Aug-22	Technology Growth Capital Pty Ltd	3,160.00	Acquisition of 2,000 Shares	2000
31-Aug-22	Technology Growth Capital Pty Ltd	13,858.18	Acquisition of 8,771 Shares	8771
31-Aug-22	Technology Growth Capital Pty Ltd	15,800.00	Acquisition of 10,000 Shares	10000
31-Aug-22	Technology Growth Capital Pty Ltd	31,600.00	Acquisition of 20,000 Shares	20000
31-Aug-22	Technology Growth Capital Pty Ltd	4,266.00	Acquisition of 2,700 Shares	2700
31-Aug-22	Technology Growth Capital Pty Ltd	9,252.48	Acquisition of 5,856 Shares	5856
31-Aug-22	Technology Growth Capital Pty Ltd	13,777.60	Acquisition of 8,720 Shares	8720
31-Aug-22	Technology Growth Capital Pty Ltd	39,166.62	Acquisition of 24,789 Shares	24789
31-Aug-22	Technology Growth Capital Pty Ltd	7,855.76	Acquisition of 4,972 Shares	4972
31-Aug-22	Technology Growth Capital Pty Ltd	7,855.76	Acquisition of 4,972 Shares	4972
31-Aug-22	Technology Growth Capital Pty Ltd	4,740.00	Acquisition of 3,000 Shares	3000
31-Aug-22	Technology Growth Capital Pty Ltd	7,900.00	Acquisition of 5,000 Shares	5000
31-Aug-22	Technology Growth Capital Pty Ltd	237.00	Acquisition of 150 Shares	150
31-Aug-22	Technology Growth Capital Pty Ltd	790.00	Acquisition of 500 Shares	500
31-Aug-22	Technology Growth Capital Pty Ltd	3,160.00	Acquisition of 2,000 Shares	2000
31-Aug-22	Technology Growth Capital Pty Ltd	1,580.00	Acquisition of 1,000 Shares	1000
31-Aug-22	Technology Growth Capital Pty Ltd	7,855.76	Acquisition of 4,972 Shares	4972
31-Aug-22	Technology Growth Capital Pty Ltd	7,855.76	Acquisition of 4,972 Shares	4972
31-Aug-22	Technology Growth Capital Pty Ltd	7,900.00	Acquisition of 5,000 Shares	5000
31-Aug-22	Technology Growth Capital Pty Ltd	2,883.50	Acquisition of 1,825 Shares	1825
31-Aug-22	Technology Growth Capital Pty Ltd	5,247.18	Acquisition of 3,321 Shares	3321
31-Aug-22	Technology Growth Capital Pty Ltd	1,580.00	Acquisition of 1,000 Shares	1000
31-Aug-22	Technology Growth Capital Pty Ltd	1,859.66	Acquisition of 1,177 Shares	1177
31-Aug-22	Technology Growth Capital Pty Ltd	669.92	Acquisition of 424 Shares	424
31-Aug-22	Technology Growth Capital Pty Ltd	3,160.00	Acquisition of 2,000 Shares	2000
31-Aug-22	Technology Growth Capital Pty Ltd	1,580.00	Acquisition of 1,000 Shares	1000

Date of Change	Person whose relevant interest changed	Consideration given in relation to change	Class and number of securities affected	Person's votes affected
31-Aug-22	Technology Growth Capital Pty Ltd	32,476.90	Acquisition of 20,555 Shares	20555
31-Aug-22	Technology Growth Capital Pty Ltd	23,434.56	Acquisition of 14,832 Shares	14832
31-Aug-22	Technology Growth Capital Pty Ltd	1,390.40	Acquisition of 880 Shares	880
31-Aug-22	Technology Growth Capital Pty Ltd	2,722.34	Acquisition of 1,723 Shares	1723
31-Aug-22	Technology Growth Capital Pty Ltd	2,689.16	Acquisition of 1,702 Shares	1702
31-Aug-22	Technology Growth Capital Pty Ltd	55.30	Acquisition of 35 Shares	35
31-Aug-22	Technology Growth Capital Pty Ltd	692.04	Acquisition of 438 Shares	438
31-Aug-22	Technology Growth Capital Pty Ltd	158,000.00	Acquisition of 100,000 Shares	100000
31-Aug-22	Technology Growth Capital Pty Ltd	237.00	Acquisition of 150 Shares	150
31-Aug-22	Technology Growth Capital Pty Ltd	316.00	Acquisition of 200 Shares	200
31-Aug-22	Technology Growth Capital Pty Ltd	2,395.28	Acquisition of 1,516 Shares	1516
31-Aug-22	Technology Growth Capital Pty Ltd	10,410.62	Acquisition of 6,589 Shares	6589
31-Aug-22	Technology Growth Capital Pty Ltd	77.42	Acquisition of 49 Shares	49
31-Aug-22	Technology Growth Capital Pty Ltd	15,800.00	Acquisition of 10,000 Shares	10000
31-Aug-22	Technology Growth Capital Pty Ltd	23.70	Acquisition of 15 Shares	15
31-Aug-22	Technology Growth Capital Pty Ltd	14.22	Acquisition of 9 Shares	9
31-Aug-22	Technology Growth Capital Pty Ltd	2,894.56	Acquisition of 1,832 Shares	1832
31-Aug-22	Technology Growth Capital Pty Ltd	4,725.00	Acquisition of 3,000 Shares	3000
31-Aug-22	Technology Growth Capital Pty Ltd	1,271.03	Acquisition of 807 Shares	807
31-Aug-22	Technology Growth Capital Pty Ltd	46,851.74	Acquisition of 29,653 Shares	29653
31-Aug-22	Technology Growth Capital Pty Ltd	97.65	Acquisition of 62 Shares	62
31-Aug-22	Technology Growth Capital Pty Ltd	3,446.10	Acquisition of 2,188 Shares	2188
31-Aug-22	Technology Growth Capital Pty Ltd	234.68	Acquisition of 149 Shares	149
31-Aug-22	Technology Growth Capital Pty Ltd	3,384.68	Acquisition of 2,149 Shares	2149
31-Aug-22	Technology Growth Capital Pty Ltd	19,215.00	Acquisition of 12,200 Shares	12200
31-Aug-22	Technology Growth Capital Pty Ltd	26,583.50	Acquisition of 16,825 Shares	16825
31-Aug-22	Technology Growth Capital Pty Ltd	2,894.56	Acquisition of 1,832 Shares	1832
31-Aug-22	Technology Growth Capital Pty Ltd	203.82	Acquisition of 129 Shares	129
31-Aug-22	Technology Growth Capital Pty Ltd	4,103.26	Acquisition of 2,597 Shares	2597
31-Aug-22	Technology Growth Capital Pty Ltd	846.88	Acquisition of 536 Shares	536
31-Aug-22	Technology Growth Capital Pty Ltd	571.96	Acquisition of 362 Shares	362
31-Aug-22	Technology Growth Capital Pty Ltd	1,809.10	Acquisition of 1,145 Shares	1145
31-Aug-22	Technology Growth Capital Pty Ltd	361.82	Acquisition of 229 Shares	229
31-Aug-22	Technology Growth Capital Pty Ltd	2,894.56	Acquisition of 1,832 Shares	1832
31-Aug-22	Technology Growth Capital Pty Ltd	279.66	Acquisition of 177 Shares	177

Date of Change	Person whose relevant interest changed	Consideration given in relation to change	Class and number of securities affected	Person's votes affected
31-Aug-22	Technology Growth Capital Pty Ltd	4,632.56	Acquisition of 2,932 Shares	2932
31-Aug-22	Technology Growth Capital Pty Ltd	3,111.02	Acquisition of 1,969 Shares	1969
31-Aug-22	Technology Growth Capital Pty Ltd	993.82	Acquisition of 629 Shares	629
31-Aug-22	Technology Growth Capital Pty Ltd	5,447.84	Acquisition of 3,448 Shares	3448
31-Aug-22	Technology Growth Capital Pty Ltd	2,894.56	Acquisition of 1,832 Shares	1832
31-Aug-22	Technology Growth Capital Pty Ltd	132.72	Acquisition of 84 Shares	84
31-Aug-22	Technology Growth Capital Pty Ltd	2,494.82	Acquisition of 1,579 Shares	1579
31-Aug-22	Technology Growth Capital Pty Ltd	2,510.62	Acquisition of 1,589 Shares	1589
31-Aug-22	Technology Growth Capital Pty Ltd	2,240.44	Acquisition of 1,418 Shares	1418
31-Aug-22	Technology Growth Capital Pty Ltd	20,540.00	Acquisition of 13,000 Shares	13000
31-Aug-22	Technology Growth Capital Pty Ltd	2,894.56	Acquisition of 1,832 Shares	1832
31-Aug-22	Technology Growth Capital Pty Ltd	322.32	Acquisition of 204 Shares	204
31-Aug-22	Technology Growth Capital Pty Ltd	2,248.34	Acquisition of 1,423 Shares	1423
31-Aug-22	Technology Growth Capital Pty Ltd	3,160.00	Acquisition of 2,000 Shares	2000
31-Aug-22	Technology Growth Capital Pty Ltd	2,894.56	Acquisition of 1,832 Shares	1832
31-Aug-22	Technology Growth Capital Pty Ltd	526.14	Acquisition of 333 Shares	333
31-Aug-22	Technology Growth Capital Pty Ltd	5,345.14	Acquisition of 3,383 Shares	3383
31-Aug-22	Technology Growth Capital Pty Ltd	1,121.80	Acquisition of 710 Shares	710
31-Aug-22	Technology Growth Capital Pty Ltd	158.00	Acquisition of 100 Shares	100
31-Aug-22	Technology Growth Capital Pty Ltd	2,670.20	Acquisition of 1,690 Shares	1690
31-Aug-22	Technology Growth Capital Pty Ltd	7,900.00	Acquisition of 5,000 Shares	5000
31-Aug-22	Technology Growth Capital Pty Ltd	47.40	Acquisition of 30 Shares	30
31-Aug-22	Technology Growth Capital Pty Ltd	12,589.44	Acquisition of 7,968 Shares	7968
31-Aug-22	Technology Growth Capital Pty Ltd	1,491.52	Acquisition of 944 Shares	944
31-Aug-22	Technology Growth Capital Pty Ltd	2,791.86	Acquisition of 1,767 Shares	1767
31-Aug-22	Technology Growth Capital Pty Ltd	7,046.80	Acquisition of 4,460 Shares	4460
31-Aug-22	Technology Growth Capital Pty Ltd	782.10	Acquisition of 495 Shares	495
31-Aug-22	Technology Growth Capital Pty Ltd	14.22	Acquisition of 9 Shares	9
31-Aug-22	Technology Growth Capital Pty Ltd	447.14	Acquisition of 283 Shares	283
31-Aug-22	Technology Growth Capital Pty Ltd	6,083.00	Acquisition of 3,850 Shares	3850
31-Aug-22	Technology Growth Capital Pty Ltd	1,600.20	Acquisition of 1,016 Shares	1016
31-Aug-22	Technology Growth Capital Pty Ltd	3,140.00	Acquisition of 2,000 Shares	2000
31-Aug-22	Technology Growth Capital Pty Ltd	5,073.08	Acquisition of 3,221 Shares	3221
31-Aug-22	Technology Growth Capital Pty Ltd	4,380.08	Acquisition of 2,781 Shares	2781
31-Aug-22	Technology Growth Capital Pty Ltd	2,271.15	Acquisition of 1,442 Shares	1442

Date of Change	Person whose relevant interest changed	Consideration given in relation to change	Class and number of securities affected	Person's votes affected
31-Aug-22	Technology Growth Capital Pty Ltd	53.38	Acquisition of 34 Shares	34
31-Aug-22	Technology Growth Capital Pty Ltd	3,578.40	Acquisition of 2,272 Shares	2272
31-Aug-22	Technology Growth Capital Pty Ltd	310.28	Acquisition of 197 Shares	197
31-Aug-22	Technology Growth Capital Pty Ltd	755.24	Acquisition of 478 Shares	478
31-Aug-22	Technology Growth Capital Pty Ltd	1,817.00	Acquisition of 1,150 Shares	1150
31-Aug-22	Technology Growth Capital Pty Ltd	134.30	Acquisition of 85 Shares	85
31-Aug-22	Technology Growth Capital Pty Ltd	4.74	Acquisition of 3 Shares	3
31-Aug-22	Technology Growth Capital Pty Ltd	5,457.32	Acquisition of 3,454 Shares	3454
31-Aug-22	Technology Growth Capital Pty Ltd	6,489.06	Acquisition of 4,107 Shares	4107
31-Aug-22	Technology Growth Capital Pty Ltd	2,295.34	Acquisition of 1,462 Shares	1462
31-Aug-22	Technology Growth Capital Pty Ltd	3,499.53	Acquisition of 2,229 Shares	2229
31-Aug-22	Technology Growth Capital Pty Ltd	7,837.50	Acquisition of 5,000 Shares	5000
31-Aug-22	Technology Growth Capital Pty Ltd	2,863.68	Acquisition of 1,824 Shares	1824
31-Aug-22	Technology Growth Capital Pty Ltd	6,645.81	Acquisition of 4,233 Shares	4233
31-Aug-22	Technology Growth Capital Pty Ltd	3,620.42	Acquisition of 2,306 Shares	2306
31-Aug-22	Technology Growth Capital Pty Ltd	1,028.35	Acquisition of 655 Shares	655
31-Aug-22	Technology Growth Capital Pty Ltd	828.45	Acquisition of 526 Shares	526
31-Aug-22	Technology Growth Capital Pty Ltd	4,891.68	Acquisition of 3,096 Shares	3096
31-Aug-22	Technology Growth Capital Pty Ltd	2,077.70	Acquisition of 1,315 Shares	1315
31-Aug-22	Technology Growth Capital Pty Ltd	10,476.98	Acquisition of 6,631 Shares	6631
31-Aug-22	Technology Growth Capital Pty Ltd	184.57	Acquisition of 117 Shares	117
31-Aug-22	Technology Growth Capital Pty Ltd	5,815.98	Acquisition of 3,681 Shares	3681
31-Aug-22	Technology Growth Capital Pty Ltd	2,819.72	Acquisition of 1,796 Shares	1796
31-Aug-22	Technology Growth Capital Pty Ltd	519.82	Acquisition of 329 Shares	329
31-Aug-22	Technology Growth Capital Pty Ltd	339.12	Acquisition of 216 Shares	216
31-Aug-22	Technology Growth Capital Pty Ltd	2,746.58	Acquisition of 1,755 Shares	1755
31-Aug-22	Technology Growth Capital Pty Ltd	590.01	Acquisition of 377 Shares	377
31-Aug-22	Technology Growth Capital Pty Ltd	5,871.86	Acquisition of 3,746 Shares	3746
31-Aug-22	Technology Growth Capital Pty Ltd	3,127.44	Acquisition of 1,992 Shares	1992
31-Aug-22	Technology Growth Capital Pty Ltd	23,463.91	Acquisition of 14,969 Shares	14969
31-Aug-22	Technology Growth Capital Pty Ltd	4,865.43	Acquisition of 3,099 Shares	3099
31-Aug-22	Technology Growth Capital Pty Ltd	835.71	Acquisition of 534 Shares	534
31-Aug-22	Technology Growth Capital Pty Ltd	651.04	Acquisition of 416 Shares	416
31-Aug-22	Technology Growth Capital Pty Ltd	5,369.52	Acquisition of 3,442 Shares	3442
31-Aug-22	Technology Growth Capital Pty Ltd	2,296.32	Acquisition of 1,472 Shares	1472

Date of Change	Person whose relevant interest changed	Consideration given in relation to change	Class and number of securities affected	Person's votes affected
31-Aug-22	Technology Growth Capital Pty Ltd	452.16	Acquisition of 288 Shares	288
31-Aug-22	Technology Growth Capital Pty Ltd	954.56	Acquisition of 608 Shares	608
31-Aug-22	Technology Growth Capital Pty Ltd	4,576.06	Acquisition of 2,924 Shares	2924
31-Aug-22	Technology Growth Capital Pty Ltd	8,418.14	Acquisition of 5,379 Shares	5379
31-Aug-22	Technology Growth Capital Pty Ltd	554.01	Acquisition of 354 Shares	354
31-Aug-22	Technology Growth Capital Pty Ltd	217.54	Acquisition of 139 Shares	139
31-Aug-22	Technology Growth Capital Pty Ltd	1,467.97	Acquisition of 938 Shares	938
31-Aug-22	Technology Growth Capital Pty Ltd	873.60	Acquisition of 560 Shares	560
31-Aug-22	Technology Growth Capital Pty Ltd	3,120.00	Acquisition of 2,000 Shares	2000
31-Aug-22	Technology Growth Capital Pty Ltd	2,492.40	Acquisition of 1,608 Shares	1608
31-Aug-22	Technology Growth Capital Pty Ltd	1,786.70	Acquisition of 1,149 Shares	1149
31-Aug-22	Technology Growth Capital Pty Ltd	8,493.41	Acquisition of 5,462 Shares	5462
31-Aug-22	Technology Growth Capital Pty Ltd	13,458.65	Acquisition of 8,683 Shares	8683
31-Aug-22	Technology Growth Capital Pty Ltd	5,626.92	Acquisition of 3,607 Shares	3607
31-Aug-22	Technology Growth Capital Pty Ltd	781.56	Acquisition of 501 Shares	501
31-Aug-22	Technology Growth Capital Pty Ltd	14,070.90	Acquisition of 9,078 Shares	9078
31-Aug-22	Technology Growth Capital Pty Ltd	3,900.00	Acquisition of 2,500 Shares	2500
31-Aug-22	Technology Growth Capital Pty Ltd	108.50	Acquisition of 70 Shares	70
31-Aug-22	Technology Growth Capital Pty Ltd	292.95	Acquisition of 189 Shares	189
31-Aug-22	Technology Growth Capital Pty Ltd	332.28	Acquisition of 213 Shares	213
31-Aug-22	Technology Growth Capital Pty Ltd	2,652.00	Acquisition of 1,700 Shares	1700
31-Aug-22	Technology Growth Capital Pty Ltd	2,785.01	Acquisition of 1,791 Shares	1791
31-Aug-22	Technology Growth Capital Pty Ltd	85,953.70	Acquisition of 55,454 Shares	55454
31-Aug-22	Technology Growth Capital Pty Ltd	46,575.00	Acquisition of 30,000 Shares	30000
31-Aug-22	Technology Growth Capital Pty Ltd	4,503.72	Acquisition of 2,887 Shares	2887
31-Aug-22	Technology Growth Capital Pty Ltd	2,672.28	Acquisition of 1,713 Shares	1713
31-Aug-22	Technology Growth Capital Pty Ltd	1,297.35	Acquisition of 837 Shares	837
31-Aug-22	Technology Growth Capital Pty Ltd	4,225.50	Acquisition of 2,700 Shares	2700
31-Aug-22	Technology Growth Capital Pty Ltd	9.39	Acquisition of 6 Shares	6
31-Aug-22	Technology Growth Capital Pty Ltd	11,494.93	Acquisition of 7,345 Shares	7345
31-Aug-22	Technology Growth Capital Pty Ltd	11,405.72	Acquisition of 7,288 Shares	7288
31-Aug-22	Technology Growth Capital Pty Ltd	3,717.48	Acquisition of 2,383 Shares	2383
31-Aug-22	Technology Growth Capital Pty Ltd	2,784.60	Acquisition of 1,785 Shares	1785
31-Aug-22	Technology Growth Capital Pty Ltd	1,625.52	Acquisition of 1,042 Shares	1042
31-Aug-22	Technology Growth Capital Pty Ltd	227.76	Acquisition of 146 Shares	146

Date of Change	Person whose relevant interest changed	Consideration given in relation to change	Class and number of securities affected	Person's votes affected
31-Aug-22	Technology Growth Capital Pty Ltd	2,757.45	Acquisition of 1,779 Shares	1779
31-Aug-22	Technology Growth Capital Pty Ltd	3,997.91	Acquisition of 2,571 Shares	2571
31-Aug-22	Technology Growth Capital Pty Ltd	346.77	Acquisition of 223 Shares	223
31-Aug-22	Technology Growth Capital Pty Ltd	7,130.00	Acquisition of 4,600 Shares	4600
31-Aug-22	Technology Growth Capital Pty Ltd	381.30	Acquisition of 246 Shares	246
31-Aug-22	Technology Growth Capital Pty Ltd	29,002.05	Acquisition of 18,711 Shares	18711
31-Aug-22	Technology Growth Capital Pty Ltd	310.00	Acquisition of 200 Shares	200
31-Aug-22	Technology Growth Capital Pty Ltd	6,238.75	Acquisition of 4,025 Shares	4025
31-Aug-22	Technology Growth Capital Pty Ltd	116,250.00	Acquisition of 75,000 Shares	75000
31-Aug-22	Technology Growth Capital Pty Ltd	4.67	Acquisition of 3 Shares	3
31-Aug-22	Technology Growth Capital Pty Ltd	858.36	Acquisition of 552 Shares	552
31-Aug-22	Technology Growth Capital Pty Ltd	6,453.25	Acquisition of 4,150 Shares	4150
31-Aug-22	Technology Growth Capital Pty Ltd	7,775.00	Acquisition of 5,000 Shares	5000
31-Aug-22	Technology Growth Capital Pty Ltd	62.20	Acquisition of 40 Shares	40
31-Aug-22	Technology Growth Capital Pty Ltd	631.80	Acquisition of 405 Shares	405
31-Aug-22	Technology Growth Capital Pty Ltd	780.00	Acquisition of 500 Shares	500
31-Aug-22	Technology Growth Capital Pty Ltd	780.00	Acquisition of 500 Shares	500
31-Aug-22	Technology Growth Capital Pty Ltd	19,687.20	Acquisition of 12,620 Shares	12620
31-Aug-22	Technology Growth Capital Pty Ltd	3,575.52	Acquisition of 2,292 Shares	2292
31-Aug-22	Technology Growth Capital Pty Ltd	203.71	Acquisition of 131 Shares	131
31-Aug-22	Technology Growth Capital Pty Ltd	519.37	Acquisition of 334 Shares	334
31-Aug-22	Technology Growth Capital Pty Ltd	363.87	Acquisition of 234 Shares	234
31-Aug-22	Technology Growth Capital Pty Ltd	8,272.60	Acquisition of 5,320 Shares	5320
31-Aug-22	Technology Growth Capital Pty Ltd	6,793.80	Acquisition of 4,369 Shares	4369
31-Aug-22	Technology Growth Capital Pty Ltd	803.94	Acquisition of 517 Shares	517
31-Aug-22	Technology Growth Capital Pty Ltd	199.04	Acquisition of 128 Shares	128
31-Aug-22	Technology Growth Capital Pty Ltd	4,078.42	Acquisition of 2,627 Shares	2627
31-Aug-22	Technology Growth Capital Pty Ltd	4,078.42	Acquisition of 2,627 Shares	2627
31-Aug-22	Technology Growth Capital Pty Ltd	548.03	Acquisition of 353 Shares	353
31-Aug-22	Technology Growth Capital Pty Ltd	8,718.84	Acquisition of 5,616 Shares	5616
31-Aug-22	Technology Growth Capital Pty Ltd	5,433.75	Acquisition of 3,500 Shares	3500
31-Aug-22	Technology Growth Capital Pty Ltd	118.18	Acquisition of 76 Shares	76
31-Aug-22	Technology Growth Capital Pty Ltd	217.70	Acquisition of 140 Shares	140
31-Aug-22	Technology Growth Capital Pty Ltd	372.60	Acquisition of 240 Shares	240
31-Aug-22	Technology Growth Capital Pty Ltd	1,552.50	Acquisition of 1,000 Shares	1000

Date of Change	Person whose relevant interest changed	Consideration given in relation to change	Class and number of securities affected	Person's votes affected
31-Aug-22	Technology Growth Capital Pty Ltd	4,281.80	Acquisition of 2,758 Shares	2758
31-Aug-22	Technology Growth Capital Pty Ltd	658.26	Acquisition of 424 Shares	424
31-Aug-22	Technology Growth Capital Pty Ltd	108.68	Acquisition of 70 Shares	70
31-Aug-22	Technology Growth Capital Pty Ltd	108.68	Acquisition of 70 Shares	70
31-Aug-22	Technology Growth Capital Pty Ltd	54,425.00	Acquisition of 35,000 Shares	35000
31-Aug-22	Technology Growth Capital Pty Ltd	6,798.46	Acquisition of 4,372 Shares	4372
31-Aug-22	Technology Growth Capital Pty Ltd	3,887.50	Acquisition of 2,500 Shares	2500
31-Aug-22	Technology Growth Capital Pty Ltd	1,796.03	Acquisition of 1,155 Shares	1155
31-Aug-22	Technology Growth Capital Pty Ltd	88.64	Acquisition of 57 Shares	57
31-Aug-22	Technology Growth Capital Pty Ltd	1,366.85	Acquisition of 879 Shares	879
31-Aug-22	Technology Growth Capital Pty Ltd	522.48	Acquisition of 336 Shares	336
31-Aug-22	Technology Growth Capital Pty Ltd	578.46	Acquisition of 372 Shares	372
31-Aug-22	Technology Growth Capital Pty Ltd	14.00	Acquisition of 9 Shares	9
31-Aug-22	Technology Growth Capital Pty Ltd	3,683.80	Acquisition of 2,369 Shares	2369
31-Aug-22	Technology Growth Capital Pty Ltd	1,628.09	Acquisition of 1,047 Shares	1047
31-Aug-22	Technology Growth Capital Pty Ltd	48.05	Acquisition of 31 Shares	31
31-Aug-22	Technology Growth Capital Pty Ltd	2,789.67	Acquisition of 1,794 Shares	1794
31-Aug-22	Technology Growth Capital Pty Ltd	3,105.00	Acquisition of 2,000 Shares	2000
31-Aug-22	Technology Growth Capital Pty Ltd	776.25	Acquisition of 500 Shares	500
31-Aug-22	Technology Growth Capital Pty Ltd	1,304.10	Acquisition of 840 Shares	840
31-Aug-22	Technology Growth Capital Pty Ltd	3,105.00	Acquisition of 2,000 Shares	2000
31-Aug-22	Technology Growth Capital Pty Ltd	4,083.43	Acquisition of 2,626 Shares	2626
31-Aug-22	Technology Growth Capital Pty Ltd	189.71	Acquisition of 122 Shares	122
31-Aug-22	Technology Growth Capital Pty Ltd	10,867.50	Acquisition of 7,000 Shares	7000
31-Aug-22	Technology Growth Capital Pty Ltd	3,133.33	Acquisition of 2,015 Shares	2015
31-Aug-22	Technology Growth Capital Pty Ltd	7,762.50	Acquisition of 5,000 Shares	5000
31-Aug-22	Technology Growth Capital Pty Ltd	23,287.50	Acquisition of 15,000 Shares	15000
31-Aug-22	Technology Growth Capital Pty Ltd	37.32	Acquisition of 24 Shares	24
31-Aug-22	Technology Growth Capital Pty Ltd	297.01	Acquisition of 191 Shares	191
31-Aug-22	Technology Growth Capital Pty Ltd	7,813.88	Acquisition of 5,025 Shares	5025
31-Aug-22	Technology Growth Capital Pty Ltd	1,012.31	Acquisition of 651 Shares	651
31-Aug-22	Technology Growth Capital Pty Ltd	62.20	Acquisition of 40 Shares	40
31-Aug-22	Technology Growth Capital Pty Ltd	472.72	Acquisition of 304 Shares	304
31-Aug-22	Technology Growth Capital Pty Ltd	3,226.63	Acquisition of 2,075 Shares	2075
31-Aug-22	Technology Growth Capital Pty Ltd	6,210.00	Acquisition of 4,000 Shares	4000

Date of Change	Person whose relevant interest changed	Consideration given in relation to change	Class and number of securities affected	Person's votes affected
31-Aug-22	Technology Growth Capital Pty Ltd	30,079.69	Acquisition of 19,375 Shares	19375
31-Aug-22	Technology Growth Capital Pty Ltd	5,675.75	Acquisition of 3,650 Shares	3650
31-Aug-22	Technology Growth Capital Pty Ltd	4,326.01	Acquisition of 2,782 Shares	2782
31-Aug-22	Technology Growth Capital Pty Ltd	161.20	Acquisition of 104 Shares	104
31-Aug-22	Technology Growth Capital Pty Ltd	204.60	Acquisition of 132 Shares	132
31-Aug-22	Technology Growth Capital Pty Ltd	42,718.00	Acquisition of 27,560 Shares	27560
31-Aug-22	Technology Growth Capital Pty Ltd	3,030.25	Acquisition of 1,955 Shares	1955
31-Aug-22	Technology Growth Capital Pty Ltd	1,653.85	Acquisition of 1,067 Shares	1067
31-Aug-22	Technology Growth Capital Pty Ltd	5,203.03	Acquisition of 3,346 Shares	3346
31-Aug-22	Technology Growth Capital Pty Ltd	3,551.62	Acquisition of 2,284 Shares	2284
31-Aug-22	Technology Growth Capital Pty Ltd	772.84	Acquisition of 497 Shares	497
31-Aug-22	Technology Growth Capital Pty Ltd	6,524.78	Acquisition of 4,196 Shares	4196
31-Aug-22	Technology Growth Capital Pty Ltd	645.33	Acquisition of 415 Shares	415
31-Aug-22	Technology Growth Capital Pty Ltd	663.99	Acquisition of 427 Shares	427
31-Aug-22	Technology Growth Capital Pty Ltd	111,916.20	Acquisition of 72,204 Shares	72204
31-Aug-22	Technology Growth Capital Pty Ltd	3,764.95	Acquisition of 2,429 Shares	2429
31-Aug-22	Technology Growth Capital Pty Ltd	5,501.59	Acquisition of 3,538 Shares	3538
31-Aug-22	Technology Growth Capital Pty Ltd	1,023.19	Acquisition of 658 Shares	658
31-Aug-22	Technology Growth Capital Pty Ltd	945.44	Acquisition of 608 Shares	608
31-Aug-22	Technology Growth Capital Pty Ltd	3,900.00	Acquisition of 2,500 Shares	2500
31-Aug-22	Technology Growth Capital Pty Ltd	797.16	Acquisition of 511 Shares	511
31-Aug-22	Technology Growth Capital Pty Ltd	1,166.88	Acquisition of 748 Shares	748
31-Aug-22	Technology Growth Capital Pty Ltd	12,480.00	Acquisition of 8,000 Shares	8000
31-Aug-22	Technology Growth Capital Pty Ltd	1,248.00	Acquisition of 800 Shares	800
31-Aug-22	Technology Growth Capital Pty Ltd	3,435.00	Acquisition of 2,209 Shares	2209
31-Aug-22	Technology Growth Capital Pty Ltd	205.92	Acquisition of 132 Shares	132
31-Aug-22	Technology Growth Capital Pty Ltd	1,048.32	Acquisition of 672 Shares	672
31-Aug-22	Technology Growth Capital Pty Ltd	3,018.60	Acquisition of 1,935 Shares	1935
31-Aug-22	Technology Growth Capital Pty Ltd	11,358.36	Acquisition of 7,281 Shares	7281
31-Aug-22	Technology Growth Capital Pty Ltd	753.48	Acquisition of 483 Shares	483
31-Aug-22	Technology Growth Capital Pty Ltd	1,738.49	Acquisition of 1,118 Shares	1118
31-Aug-22	Technology Growth Capital Pty Ltd	92.04	Acquisition of 59 Shares	59
31-Aug-22	Technology Growth Capital Pty Ltd	263.64	Acquisition of 169 Shares	169
31-Aug-22	Technology Growth Capital Pty Ltd	23,400.00	Acquisition of 15,000 Shares	15000
31-Aug-22	Technology Growth Capital Pty Ltd	1,147.59	Acquisition of 738 Shares	738

Date of Change	Person whose relevant interest changed	Consideration given in relation to change	Class and number of securities affected	Person's votes affected
31-Aug-22	Technology Growth Capital Pty Ltd	15,848.04	Acquisition of 10,159 Shares	10159
31-Aug-22	Technology Growth Capital Pty Ltd	5,375.76	Acquisition of 3,446 Shares	3446
31-Aug-22	Technology Growth Capital Pty Ltd	23,400.00	Acquisition of 15,000 Shares	15000
31-Aug-22	Technology Growth Capital Pty Ltd	768.17	Acquisition of 494 Shares	494
31-Aug-22	Technology Growth Capital Pty Ltd	9,236.76	Acquisition of 5,921 Shares	5921
31-Aug-22	Technology Growth Capital Pty Ltd	521.04	Acquisition of 334 Shares	334
31-Aug-22	Technology Growth Capital Pty Ltd	3,651.96	Acquisition of 2,341 Shares	2341
31-Aug-22	Technology Growth Capital Pty Ltd	748.80	Acquisition of 480 Shares	480
31-Aug-22	Technology Growth Capital Pty Ltd	10,464.48	Acquisition of 6,708 Shares	6708
31-Aug-22	Technology Growth Capital Pty Ltd	28.08	Acquisition of 18 Shares	18
31-Aug-22	Technology Growth Capital Pty Ltd	739.44	Acquisition of 474 Shares	474
31-Aug-22	Technology Growth Capital Pty Ltd	7,787.50	Acquisition of 5,000 Shares	5000
31-Aug-22	Technology Growth Capital Pty Ltd	3,110.64	Acquisition of 1,994 Shares	1994
31-Aug-22	Technology Growth Capital Pty Ltd	8,824.80	Acquisition of 5,666 Shares	5666
31-Aug-22	Technology Growth Capital Pty Ltd	267.89	Acquisition of 172 Shares	172
31-Aug-22	Technology Growth Capital Pty Ltd	1,344.12	Acquisition of 863 Shares	863
31-Aug-22	Technology Growth Capital Pty Ltd	1,090.25	Acquisition of 700 Shares	700
31-Aug-22	Technology Growth Capital Pty Ltd	446.16	Acquisition of 286 Shares	286
31-Aug-22	Technology Growth Capital Pty Ltd	3.12	Acquisition of 2 Shares	2
31-Aug-22	Technology Growth Capital Pty Ltd	141.96	Acquisition of 91 Shares	91
31-Aug-22	Technology Growth Capital Pty Ltd	4,124.64	Acquisition of 2,644 Shares	2644
31-Aug-22	Technology Growth Capital Pty Ltd	3.12	Acquisition of 2 Shares	2
31-Aug-22	Technology Growth Capital Pty Ltd	51.40	Acquisition of 33 Shares	33
31-Aug-22	Technology Growth Capital Pty Ltd	77.88	Acquisition of 50 Shares	50
31-Aug-22	Technology Growth Capital Pty Ltd	77.88	Acquisition of 50 Shares	50
31-Aug-22	Technology Growth Capital Pty Ltd	146.41	Acquisition of 94 Shares	94
31-Aug-22	Technology Growth Capital Pty Ltd	453.23	Acquisition of 291 Shares	291
31-Aug-22	Technology Growth Capital Pty Ltd	31.15	Acquisition of 20 Shares	20
31-Aug-22	Technology Growth Capital Pty Ltd	2,681.64	Acquisition of 1,719 Shares	1719
31-Aug-22	Technology Growth Capital Pty Ltd	461.76	Acquisition of 296 Shares	296
31-Aug-22	Technology Growth Capital Pty Ltd	11,805.85	Acquisition of 7,580 Shares	7580
31-Aug-22	Technology Growth Capital Pty Ltd	3,116.88	Acquisition of 1,998 Shares	1998
31-Aug-22	Technology Growth Capital Pty Ltd	3,544.32	Acquisition of 2,272 Shares	2272
31-Aug-22	Technology Growth Capital Pty Ltd	347.32	Acquisition of 223 Shares	223
31-Aug-22	Technology Growth Capital Pty Ltd	3,207.36	Acquisition of 2,056 Shares	2056

Date of Change	Person whose relevant interest changed	Consideration given in relation to change	Class and number of securities affected	Person's votes affected
31-Aug-22	Technology Growth Capital Pty Ltd	7,787.50	Acquisition of 5,000 Shares	5000
31-Aug-22	Technology Growth Capital Pty Ltd	5,023.20	Acquisition of 3,220 Shares	3220
31-Aug-22	Technology Growth Capital Pty Ltd	978.12	Acquisition of 627 Shares	627
31-Aug-22	Technology Growth Capital Pty Ltd	1,814.28	Acquisition of 1,163 Shares	1163
31-Aug-22	Technology Growth Capital Pty Ltd	2,533.44	Acquisition of 1,624 Shares	1624
31-Aug-22	Technology Growth Capital Pty Ltd	10.92	Acquisition of 7 Shares	7
31-Aug-22	Technology Growth Capital Pty Ltd	202.80	Acquisition of 130 Shares	130
31-Aug-22	Technology Growth Capital Pty Ltd	12,852.84	Acquisition of 8,239 Shares	8239
31-Aug-22	Technology Growth Capital Pty Ltd	4,532.83	Acquisition of 2,915 Shares	2915
31-Aug-22	Technology Growth Capital Pty Ltd	710.64	Acquisition of 457 Shares	457
31-Aug-22	Technology Growth Capital Pty Ltd	14,416.22	Acquisition of 9,256 Shares	9256
31-Aug-22	Technology Growth Capital Pty Ltd	137.28	Acquisition of 88 Shares	88
31-Aug-22	Technology Growth Capital Pty Ltd	689.52	Acquisition of 442 Shares	442
31-Aug-22	Technology Growth Capital Pty Ltd	560.04	Acquisition of 359 Shares	359
31-Aug-22	Technology Growth Capital Pty Ltd	6,601.92	Acquisition of 4,232 Shares	4232
31-Aug-22	Technology Growth Capital Pty Ltd	188.76	Acquisition of 121 Shares	121
31-Aug-22	Technology Growth Capital Pty Ltd	3,341.52	Acquisition of 2,142 Shares	2142
31-Aug-22	Technology Growth Capital Pty Ltd	390.31	Acquisition of 251 Shares	251
31-Aug-22	Technology Growth Capital Pty Ltd	316.68	Acquisition of 203 Shares	203
31-Aug-22	Technology Growth Capital Pty Ltd	290.79	Acquisition of 187 Shares	187
31-Aug-22	Technology Growth Capital Pty Ltd	4,134.00	Acquisition of 2,650 Shares	2650
31-Aug-22	Technology Growth Capital Pty Ltd	40.30	Acquisition of 26 Shares	26
31-Aug-22	Technology Growth Capital Pty Ltd	636.00	Acquisition of 409 Shares	409
31-Aug-22	Technology Growth Capital Pty Ltd	3,518.97	Acquisition of 2,263 Shares	2263
31-Aug-22	Technology Growth Capital Pty Ltd	22,477.53	Acquisition of 14,455 Shares	14455
31-Aug-22	Technology Growth Capital Pty Ltd	124.60	Acquisition of 80 Shares	80
31-Aug-22	Technology Growth Capital Pty Ltd	32.71	Acquisition of 21 Shares	21
31-Aug-22	Technology Growth Capital Pty Ltd	327.08	Acquisition of 210 Shares	210
31-Aug-22	Technology Growth Capital Pty Ltd	327.08	Acquisition of 210 Shares	210
31-Aug-22	Technology Growth Capital Pty Ltd	5,187.00	Acquisition of 3,325 Shares	3325
31-Aug-22	Technology Growth Capital Pty Ltd	954.72	Acquisition of 612 Shares	612
31-Aug-22	Technology Growth Capital Pty Ltd	7,787.50	Acquisition of 5,000 Shares	5000
31-Aug-22	Technology Growth Capital Pty Ltd	5,522.90	Acquisition of 3,546 Shares	3546
31-Aug-22	Technology Growth Capital Pty Ltd	1,550.64	Acquisition of 994 Shares	994
31-Aug-22	Technology Growth Capital Pty Ltd	544.44	Acquisition of 349 Shares	349

Date of Change	Person whose relevant interest changed	Consideration given in relation to change	Class and number of securities affected	Person's votes affected
31-Aug-22	Technology Growth Capital Pty Ltd	1,441.44	Acquisition of 924 Shares	924
31-Aug-22	Technology Growth Capital Pty Ltd	19,624.50	Acquisition of 12,600 Shares	12600
31-Aug-22	Technology Growth Capital Pty Ltd	982.80	Acquisition of 630 Shares	630
31-Aug-22	Technology Growth Capital Pty Ltd	4,909.32	Acquisition of 3,147 Shares	3147
31-Aug-22	Technology Growth Capital Pty Ltd	325.52	Acquisition of 209 Shares	209
31-Aug-22	Technology Growth Capital Pty Ltd	3,187.75	Acquisition of 2,050 Shares	2050
31-Aug-22	Technology Growth Capital Pty Ltd	270.57	Acquisition of 174 Shares	174
31-Aug-22	Technology Growth Capital Pty Ltd	5,714.47	Acquisition of 3,669 Shares	3669
31-Aug-22	Technology Growth Capital Pty Ltd	4,017.00	Acquisition of 2,575 Shares	2575
31-Aug-22	Technology Growth Capital Pty Ltd	1,686.36	Acquisition of 1,081 Shares	1081
31-Aug-22	Technology Growth Capital Pty Ltd	106.08	Acquisition of 68 Shares	68
31-Aug-22	Technology Growth Capital Pty Ltd	1,989.00	Acquisition of 1,275 Shares	1275
31-Aug-22	Technology Growth Capital Pty Ltd	26.52	Acquisition of 17 Shares	17
31-Aug-22	Technology Growth Capital Pty Ltd	15.60	Acquisition of 10 Shares	10
31-Aug-22	Technology Growth Capital Pty Ltd	98.28	Acquisition of 63 Shares	63
31-Aug-22	Technology Growth Capital Pty Ltd	118.56	Acquisition of 76 Shares	76
31-Aug-22	Technology Growth Capital Pty Ltd	71.76	Acquisition of 46 Shares	46
31-Aug-22	Technology Growth Capital Pty Ltd	628.68	Acquisition of 403 Shares	403
31-Aug-22	Technology Growth Capital Pty Ltd	1.56	Acquisition of 1 Shares	1
31-Aug-22	Technology Growth Capital Pty Ltd	43.68	Acquisition of 28 Shares	28
31-Aug-22	Technology Growth Capital Pty Ltd	226.20	Acquisition of 145 Shares	145
31-Aug-22	Technology Growth Capital Pty Ltd	104.52	Acquisition of 67 Shares	67
31-Aug-22	Technology Growth Capital Pty Ltd	521.04	Acquisition of 334 Shares	334
31-Aug-22	Technology Growth Capital Pty Ltd	561.60	Acquisition of 360 Shares	360
31-Aug-22	Technology Growth Capital Pty Ltd	251.16	Acquisition of 161 Shares	161
31-Aug-22	Technology Growth Capital Pty Ltd	1,079.17	Acquisition of 694 Shares	694
31-Aug-22	Technology Growth Capital Pty Ltd	2,595.30	Acquisition of 1,669 Shares	1669
31-Aug-22	Technology Growth Capital Pty Ltd	750.36	Acquisition of 481 Shares	481
31-Aug-22	Technology Growth Capital Pty Ltd	999.96	Acquisition of 641 Shares	641
31-Aug-22	Technology Growth Capital Pty Ltd	514.80	Acquisition of 330 Shares	330
31-Aug-22	Technology Growth Capital Pty Ltd	2,369.64	Acquisition of 1,519 Shares	1519
31-Aug-22	Technology Growth Capital Pty Ltd	2,987.16	Acquisition of 1,921 Shares	1921
31-Aug-22	Technology Growth Capital Pty Ltd	3,465.80	Acquisition of 2,236 Shares	2236
31-Aug-22	Technology Growth Capital Pty Ltd	684.20	Acquisition of 440 Shares	440
31-Aug-22	Technology Growth Capital Pty Ltd	5,166.72	Acquisition of 3,312 Shares	3312

Date of Change	Person whose relevant interest changed	Consideration given in relation to change	Class and number of securities affected	Person's votes affected
31-Aug-22	Technology Growth Capital Pty Ltd	698.88	Acquisition of 448 Shares	448
31-Aug-22	Technology Growth Capital Pty Ltd	1,560.00	Acquisition of 1,000 Shares	1000
31-Aug-22	Technology Growth Capital Pty Ltd	926.78	Acquisition of 596 Shares	596
31-Aug-22	Technology Growth Capital Pty Ltd	864.24	Acquisition of 554 Shares	554
31-Aug-22	Technology Growth Capital Pty Ltd	251.91	Acquisition of 162 Shares	162
31-Aug-22	Technology Growth Capital Pty Ltd	208.37	Acquisition of 134 Shares	134
31-Aug-22	Technology Growth Capital Pty Ltd	3,092.90	Acquisition of 1,989 Shares	1989
31-Aug-22	Technology Growth Capital Pty Ltd	54,425.00	Acquisition of 35,000 Shares	35000
31-Aug-22	Technology Growth Capital Pty Ltd	443.04	Acquisition of 284 Shares	284
31-Aug-22	Technology Growth Capital Pty Ltd	12,480.00	Acquisition of 8,000 Shares	8000
31-Aug-22	Technology Growth Capital Pty Ltd	1,271.99	Acquisition of 818 Shares	818
31-Aug-22	Technology Growth Capital Pty Ltd	360.76	Acquisition of 232 Shares	232
31-Aug-22	Technology Growth Capital Pty Ltd	323.44	Acquisition of 208 Shares	208
31-Aug-22	Technology Growth Capital Pty Ltd	14.00	Acquisition of 9 Shares	9
31-Aug-22	Technology Growth Capital Pty Ltd	297.01	Acquisition of 191 Shares	191
31-Aug-22	Technology Growth Capital Pty Ltd	10,025.09	Acquisition of 6,447 Shares	6447
31-Aug-22	Technology Growth Capital Pty Ltd	2,535.00	Acquisition of 1,625 Shares	1625
31-Aug-22	Technology Growth Capital Pty Ltd	3,900.00	Acquisition of 2,500 Shares	2500
31-Aug-22	Technology Growth Capital Pty Ltd	2,521.85	Acquisition of 1,627 Shares	1627
31-Aug-22	Technology Growth Capital Pty Ltd	1,133.05	Acquisition of 731 Shares	731
31-Aug-22	Technology Growth Capital Pty Ltd	4,642.56	Acquisition of 2,976 Shares	2976
31-Aug-22	Technology Growth Capital Pty Ltd	1,322.88	Acquisition of 848 Shares	848
31-Aug-22	Technology Growth Capital Pty Ltd	808.08	Acquisition of 518 Shares	518
31-Aug-22	Technology Growth Capital Pty Ltd	7,605.00	Acquisition of 4,875 Shares	4875
31-Aug-22	Technology Growth Capital Pty Ltd	15,550.00	Acquisition of 10,000 Shares	10000
31-Aug-22	Technology Growth Capital Pty Ltd	4,782.96	Acquisition of 3,066 Shares	3066
31-Aug-22	Technology Growth Capital Pty Ltd	548.92	Acquisition of 353 Shares	353
31-Aug-22	Technology Growth Capital Pty Ltd	32,748.30	Acquisition of 21,060 Shares	21060
31-Aug-22	Technology Growth Capital Pty Ltd	8,350.68	Acquisition of 5,353 Shares	5353
31-Aug-22	Technology Growth Capital Pty Ltd	511.60	Acquisition of 329 Shares	329
31-Aug-22	Technology Growth Capital Pty Ltd	552.03	Acquisition of 355 Shares	355
31-Aug-22	Technology Growth Capital Pty Ltd	2,196.48	Acquisition of 1,408 Shares	1408
31-Aug-22	Technology Growth Capital Pty Ltd	83,396.25	Acquisition of 52,950 Shares	52950
31-Aug-22	Technology Growth Capital Pty Ltd	36.23	Acquisition of 23 Shares	23
31-Aug-22	Technology Growth Capital Pty Ltd	3,192.53	Acquisition of 2,027 Shares	2027

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31-Aug-22	Technology Growth Capital Pty Ltd	2,193.36	Acquisition of 1,406 Shares	1406
31-Aug-22	Technology Growth Capital Pty Ltd	2,712.84	Acquisition of 1,739 Shares	1739
31-Aug-22	Technology Growth Capital Pty Ltd	2,319.72	Acquisition of 1,487 Shares	1487
31-Aug-22	Technology Growth Capital Pty Ltd	1,363.44	Acquisition of 874 Shares	874
31-Aug-22	Technology Growth Capital Pty Ltd	2,712.84	Acquisition of 1,739 Shares	1739
31-Aug-22	Technology Growth Capital Pty Ltd	1,152.84	Acquisition of 739 Shares	739
31-Aug-22	Technology Growth Capital Pty Ltd	2,712.84	Acquisition of 1,739 Shares	1739
31-Aug-22	Technology Growth Capital Pty Ltd	3,683.16	Acquisition of 2,361 Shares	2361
31-Aug-22	Technology Growth Capital Pty Ltd	2,712.84	Acquisition of 1,739 Shares	1739
31-Aug-22	Technology Growth Capital Pty Ltd	148.20	Acquisition of 95 Shares	95
31-Aug-22	Technology Growth Capital Pty Ltd	3,534.96	Acquisition of 2,266 Shares	2266
31-Aug-22	Technology Growth Capital Pty Ltd	2,712.84	Acquisition of 1,739 Shares	1739
31-Aug-22	Technology Growth Capital Pty Ltd	2,968.68	Acquisition of 1,903 Shares	1903
31-Aug-22	Technology Growth Capital Pty Ltd	714.48	Acquisition of 458 Shares	458
31-Aug-22	Technology Growth Capital Pty Ltd	3,683.16	Acquisition of 2,361 Shares	2361
31-Aug-22	Technology Growth Capital Pty Ltd	645.84	Acquisition of 414 Shares	414
31-Aug-22	Technology Growth Capital Pty Ltd	3,683.16	Acquisition of 2,361 Shares	2361
31-Aug-22	Technology Growth Capital Pty Ltd	2,650.44	Acquisition of 1,699 Shares	1699
31-Aug-22	Technology Growth Capital Pty Ltd	574.08	Acquisition of 368 Shares	368
31-Aug-22	Technology Growth Capital Pty Ltd	2,650.44	Acquisition of 1,699 Shares	1699
31-Aug-22	Technology Growth Capital Pty Ltd	2,531.88	Acquisition of 1,623 Shares	1623
31-Aug-22	Technology Growth Capital Pty Ltd	2,650.44	Acquisition of 1,699 Shares	1699
31-Aug-22	Technology Growth Capital Pty Ltd	3,745.56	Acquisition of 2,401 Shares	2401
31-Aug-22	Technology Growth Capital Pty Ltd	2,650.44	Acquisition of 1,699 Shares	1699
31-Aug-22	Technology Growth Capital Pty Ltd	3,530.28	Acquisition of 2,263 Shares	2263
31-Aug-22	Technology Growth Capital Pty Ltd	15.60	Acquisition of 10 Shares	10
31-Aug-22	Technology Growth Capital Pty Ltd	2,650.44	Acquisition of 1,699 Shares	1699
31-Aug-22	Technology Growth Capital Pty Ltd	3,745.56	Acquisition of 2,401 Shares	2401
31-Aug-22	Technology Growth Capital Pty Ltd	15.60	Acquisition of 10 Shares	10
31-Aug-22	Technology Growth Capital Pty Ltd	2,650.44	Acquisition of 1,699 Shares	1699
31-Aug-22	Technology Growth Capital Pty Ltd	3,745.56	Acquisition of 2,401 Shares	2401
31-Aug-22	Technology Growth Capital Pty Ltd	15.60	Acquisition of 10 Shares	10
31-Aug-22	Technology Growth Capital Pty Ltd	2,650.44	Acquisition of 1,699 Shares	1699
31-Aug-22	Technology Growth Capital Pty Ltd	3,745.56	Acquisition of 2,401 Shares	2401
31-Aug-22	Technology Growth Capital Pty Ltd	2,650.44	Acquisition of 1,699 Shares	1699

Date of Change	Person whose relevant interest changed	Consideration given in relation to change	Class and number of securities affected	Person's votes affected
31-Aug-22	Technology Growth Capital Pty Ltd	3,745.56	Acquisition of 2,401 Shares	2401
31-Aug-22	Technology Growth Capital Pty Ltd	14.04	Acquisition of 9 Shares	9
31-Aug-22	Technology Growth Capital Pty Ltd	2,650.44	Acquisition of 1,699 Shares	1699
31-Aug-22	Technology Growth Capital Pty Ltd	884.52	Acquisition of 567 Shares	567
31-Aug-22	Technology Growth Capital Pty Ltd	14.04	Acquisition of 9 Shares	9
31-Aug-22	Technology Growth Capital Pty Ltd	2,650.44	Acquisition of 1,699 Shares	1699
31-Aug-22	Technology Growth Capital Pty Ltd	3,745.56	Acquisition of 2,401 Shares	2401
31-Aug-22	Technology Growth Capital Pty Ltd	15.60	Acquisition of 10 Shares	10
31-Aug-22	Technology Growth Capital Pty Ltd	2,650.44	Acquisition of 1,699 Shares	1699
31-Aug-22	Technology Growth Capital Pty Ltd	3,745.56	Acquisition of 2,401 Shares	2401
31-Aug-22	Technology Growth Capital Pty Ltd	15.60	Acquisition of 10 Shares	10
31-Aug-22	Technology Growth Capital Pty Ltd	2,650.44	Acquisition of 1,699 Shares	1699
31-Aug-22	Technology Growth Capital Pty Ltd	3,745.56	Acquisition of 2,401 Shares	2401
31-Aug-22	Technology Growth Capital Pty Ltd	369.72	Acquisition of 237 Shares	237
31-Aug-22	Technology Growth Capital Pty Ltd	3,745.56	Acquisition of 2,401 Shares	2401
31-Aug-22	Technology Growth Capital Pty Ltd	2,650.44	Acquisition of 1,699 Shares	1699
31-Aug-22	Technology Growth Capital Pty Ltd	3,745.56	Acquisition of 2,401 Shares	2401
31-Aug-22	Technology Growth Capital Pty Ltd	2,650.44	Acquisition of 1,699 Shares	1699
31-Aug-22	Technology Growth Capital Pty Ltd	3,745.56	Acquisition of 2,401 Shares	2401
31-Aug-22	Technology Growth Capital Pty Ltd	2,650.44	Acquisition of 1,699 Shares	1699
31-Aug-22	Technology Growth Capital Pty Ltd	3,745.56	Acquisition of 2,401 Shares	2401
31-Aug-22	Technology Growth Capital Pty Ltd	1,263.60	Acquisition of 810 Shares	810
31-Aug-22	Technology Growth Capital Pty Ltd	307.32	Acquisition of 197 Shares	197
31-Aug-22	Technology Growth Capital Pty Ltd	244.92	Acquisition of 157 Shares	157
31-Aug-22	Technology Growth Capital Pty Ltd	15.60	Acquisition of 10 Shares	10
31-Aug-22	Technology Growth Capital Pty Ltd	1,258.92	Acquisition of 807 Shares	807
31-Aug-22	Technology Growth Capital Pty Ltd	3,057.60	Acquisition of 1,960 Shares	1960
31-Aug-22	Technology Growth Capital Pty Ltd	964.08	Acquisition of 618 Shares	618
31-Aug-22	Technology Growth Capital Pty Ltd	139.51	Acquisition of 89 Shares	89
31-Aug-22	Technology Growth Capital Pty Ltd	59,367.98	Acquisition of 37,814 Shares	37814
31-Aug-22	Technology Growth Capital Pty Ltd	15,935.40	Acquisition of 10,215 Shares	10215
31-Aug-22	Technology Growth Capital Pty Ltd	1,890.00	Acquisition of 1,200 Shares	1200
31-Aug-22	Technology Growth Capital Pty Ltd	453.60	Acquisition of 288 Shares	288
31-Aug-22	Technology Growth Capital Pty Ltd	103.95	Acquisition of 66 Shares	66
31-Aug-22	Technology Growth Capital Pty Ltd	29,494.02	Acquisition of 18,786 Shares	18786

Date of Change	Person whose relevant interest changed	Consideration given in relation to change	Class and number of securities affected	Person's votes affected
31-Aug-22	Technology Growth Capital Pty Ltd	277.45	Acquisition of 177 Shares	177
31-Aug-22	Technology Growth Capital Pty Ltd	139.51	Acquisition of 89 Shares	89
31-Aug-22	Technology Growth Capital Pty Ltd	265.33	Acquisition of 169 Shares	169
31-Aug-22	Technology Growth Capital Pty Ltd	3,614.63	Acquisition of 2,295 Shares	2295
31-Aug-22	Technology Growth Capital Pty Ltd	9,607.50	Acquisition of 6,100 Shares	6100
31-Aug-22	Technology Growth Capital Pty Ltd	1.58	Acquisition of 1 Share	1
31-Aug-22	Technology Growth Capital Pty Ltd	1.58	Acquisition of 1 Share	1
31-Aug-22	Technology Growth Capital Pty Ltd	1.58	Acquisition of 1 Share	1
31-Aug-22	Technology Growth Capital Pty Ltd	1,164.94	Acquisition of 742 Shares	742
31-Aug-22	Technology Growth Capital Pty Ltd	59.66	Acquisition of 38 Shares	38
31-Aug-22	Technology Growth Capital Pty Ltd	29,985.43	Acquisition of 19,099 Shares	19099
31-Aug-22	Technology Growth Capital Pty Ltd	1,276.41	Acquisition of 813 Shares	813
31-Aug-22	Technology Growth Capital Pty Ltd	98.91	Acquisition of 63 Shares	63
31-Aug-22	Technology Growth Capital Pty Ltd	7,685.15	Acquisition of 4,895 Shares	4895
31-Aug-22	Technology Growth Capital Pty Ltd	31,400.00	Acquisition of 20,000 Shares	20000
31-Aug-22	Technology Growth Capital Pty Ltd	277.45	Acquisition of 177 Shares	177
31-Aug-22	Technology Growth Capital Pty Ltd	1,865.48	Acquisition of 1,192 Shares	1192
31-Aug-22	Technology Growth Capital Pty Ltd	7,355.50	Acquisition of 4,700 Shares	4700
31-Aug-22	Technology Growth Capital Pty Ltd	5,295.96	Acquisition of 3,384 Shares	3384
31-Aug-22	Technology Growth Capital Pty Ltd	1,576.35	Acquisition of 1,017 Shares	1017
31-Aug-22	Technology Growth Capital Pty Ltd	2,145.90	Acquisition of 1,380 Shares	1380
31-Aug-22	Technology Growth Capital Pty Ltd	7,900,000.00	Acquisition of 5,000,000 Shares	5000000
31-Aug-22	Technology Growth Capital Pty Ltd	395,000.00	Acquisition of 250,000 Shares	250000
1-Sep-22	Technology Growth Capital Pty Ltd	18,739,730.62	Acquisition of 11,860,589 Shares	11860589

This is Annexure C of 14 pages (including this page) referred to in the Form 604 ('Notice of change of interests of substantial holder') signed by me and dated 2 September 2022



.....

Signature

Timothy Reed, Managing Director

.....

Name

PROJECT ETHANOL – CO-INVESTMENT AGREEMENT

DATE 26 August 2022

PARTIES

- 1 **Potentia Capital Management Pty Ltd (ACN 630 264 210)** of Suite 38.01, Level 38, Gateway, 1 Macquarie Place, Sydney NSW 2000 (**Potentia**)
- 2 **HarbourVest Partners Co-Investment VI Aggregator L.P.** of c/o HarbourVest Partners, LLC, One Financial Center, 44th Floor, Boston, MA, 02111 U.S.A. (the **Co-Investor**)

Potentia and the Co-Investor are collectively hereinafter referred to as the **Parties** and each of them individually is referred to as a **Party**.

INTRODUCTION

- 1 The Parties have previously entered into and amended a co-investment agreement dated 21 June 2022 (**Original Co-Investment Agreement**).
- 2 The Parties have agreed to further amend and restate the Original Co-Investment Agreement in its entirety by this document, effective from the date hereof.

No.	Item	Description
1	Background	<p>(a) Potentia is considering a potential acquisition by Technology Growth Capital Pty Ltd (ACN 659 330 319) (BidCo) of 100% of the issued share capital of Nitro Software Limited (ACN 079 215 419) (Target) (Proposed Transaction).</p> <p>(b) The Co-Investor intends to make a funding commitment to the holding company of BidCo, Technology Growth Partners Pty Ltd (ACN 659 330 140) (HoldCo), that may give the Co-Investor certain indirect interests of the issued capital of the Target following the successful completion of a Proposed Transaction.</p> <p>(c) The Parties have agreed that BidCo will secure a physical or synthetic pre-bid stake of up to 19.9% of the shares in the Target (Pre-Bid Stake). The Co-Investor has agreed that it will fund a portion of the Pre-Bid Stake on the terms of this document.</p> <p>(d) The Parties wish to document the terms of the establishment of the Pre-Bid Stake and the co-investment, on and subject to the terms of this document.</p>
2	Nature of this document	<p>(a) The Parties acknowledge and agree that this document is binding on them.</p> <p>(b) Despite any other part of this document, nothing herein obliges Potentia to acquire the Pre-Bid Stake or Potentia or the Co-Investor to undertake the Proposed Transaction subsequent to the acquisition of the Pre-Bid Stake, it being acknowledged and agreed that completion of the Proposed Transaction is subject to (among other things) completion of satisfactory due diligence, relevant internal approvals and execution of binding transaction documents on acceptable terms by the Parties.</p>

No.	Item	Description
3	Co-Investment	<p>(a) Subject to any adjustment agreed between the Parties, if the Proposed Transaction is successfully completed, the Co-Investor commits to pay 25% of the Equity Amount (Co-Investment Amount) and Potentia commits to pay 25% of the Equity Amount, and the Parties acknowledge that the remaining Equity Amount may be allocated by Potentia at Potentia's sole discretion.</p> <p>In this document, "Equity Amount" means the aggregate purchase price for 100% of the shares in the Target (including the Pre-Bid Stake) plus Joint Costs (defined below), less the amount of any external debt raised by BidCo in respect of the Proposed Transaction.</p> <p>(b) The Parties acknowledge that, if the Proposed Transaction is successfully completed, the Pre-Bid Convertible Notes then outstanding will at the election of the noteholders convert to equity in HoldCo, and the total value of the Co-Investor's Pre-Bid Funding Amount will be applied against its Co-Investment Amount.</p> <p>(c) The Parties acknowledge that all equity holders in HoldCo will acquire their indirect interest in the shares in the Target at the same implied average price per Target share, regardless of the time that they provide funding for the Proposed Transaction (whether at the time of the Pre-Bid Stake, at completion of the Proposed Transaction, or otherwise).</p> <p>(d) The Parties acknowledge that the Proposed Transaction will be conditional on approval of the transaction under the <i>Foreign Acquisitions and Takeovers Act (1975) (Cth) (FATA)</i>.</p>
4	Pre-Bid Stake	<p>(a) The Parties acknowledge that the Pre-Bid Stake may be comprised of:</p> <ul style="list-style-type: none"> (i) synthetic exposure to the Target's shares through a cash-settled Equity Derivative or an equity collar; and (ii) physical shares in the Target directly or indirectly acquired by BidCo. <p>(b) The Co-Investor agrees to fund 33.3% of the acquisition of the Pre-Bid Stake.</p> <p>(c) The purchase price of the shares in the Target paid by BidCo in the acquisition of the Pre-Bid Stake must not exceed a weighted average purchase price per share agreed by the Parties.</p> <p>(d) The Co-Investor agrees to fund the acquisition of the Pre-Bid Stake alongside Potentia initially by way of an interim loan and, subject to the satisfaction or waiver of the FIRB Condition (as defined herein), indirectly through the following Managed Investment Trusts to be established by Potentia:</p> <ul style="list-style-type: none"> (i) Potentia Co-Invest MIT-A; (ii) Potentia Co-Invest MIT-B; and (iii) Potentia Co-Invest MIT-C, <p>(together the Potentia MITs).</p> <p>The Co-Investor will, in respect of the Pre-Bid Stake, invest in the Potentia MIT's pro-rata with Potentia and will hold an interest of just below 50% in each of the Potentia MITs.</p> <p>(e) The Potentia MITs will fund Potentia's and the Co-Investor's portion of the acquisition of the Pre-Bid Stake by subscribing for convertible notes to be issued by HoldCo (Pre-Bid Convertible Notes) under</p>

No.	Item	Description
		<p>a convertible note deed poll (Convertible Note Deed) and a convertible note subscription deed (Convertible Note Subscription Deed) in the form agreed by the Parties.</p> <p>(f) Subject to clause 4(h) below, the Co-Investor will advance amounts to the Potentia MITs as requested by Potentia, from time to time for the purpose the Potentia MITs subscribing for the Pre-Bid Convertible Notes, and BidCo securing the Pre-Bid Stake.</p> <p>(g) To the extent that any amount advanced by the Co-Investor is not applied towards the Pre-Bid Stake, those amounts will be repaid to the Co-Investor as soon as practicable after the redemption of the relevant number of Pre-Bid Convertible Notes.</p> <p>The aggregate value of the amounts advanced by the Co-Investor (less any amount repaid pursuant to clause 4(g)) is their “Pre-Bid Funding Amount”.</p> <p>(h) The Parties acknowledge that funding for the Pre-Bid Stake will be required prior to the establishment of the Potentia MITs and the satisfaction or waiver of the FIRB Condition. Accordingly, the Co-Investor agrees to advance amounts to a bank account nominated by BidCo for the purpose of acquiring the Pre-Bid Stake. The Parties agree that:</p> <p>(i) The amounts advanced pursuant to this clause 4(h) will be treated as an interim loan by the Co-Investor to BidCo (Loan).</p> <p>(ii) The Co-Investor directs that, the Loan amount:</p> <p>(A) upon the establishment of the Potentia MITs and subject to the satisfaction or waiver of the FIRB Condition (if applicable), will be applied towards the subscription amount payable for the Co-Investor’s interest in the Potentia MITs in full and final satisfaction of the Loan; and</p> <p>(B) will form part of the Co-Investor’s Pre-Bid Funding Amount.</p> <p>(iii) The Potentia MITs, HoldCo and BidCo will make such further payment directions as required to set off the Co-Investor’s Pre-Bid Funding Amount against the Loan.</p> <p>(i) At completion of the Proposed Transaction, the aggregate Pre-Bid Funding Amount provided by the Co-Investor will form part of its Co-Investment Amount.</p>
5	FIRB Condition	<p>(a) The Co-Investor may not acquire a direct or indirect interest in the Potentia MITs, HoldCo, BidCo or the Target unless and until either:</p> <p>(i) the Co-Investor receives a no objection notification issued by, or on behalf of, the Treasurer of the Commonwealth of Australia stating that the Commonwealth of Australia has no objection to the Co-Investor’s participation in the Pre-Bid Stake under the under the <i>Foreign Acquisitions and Takeovers Act (1975)</i> (Cth) (FATA) unconditionally, other than any tax condition listed in the Foreign Investment Review Board’s Guidance Note 47 as of the date of this agreement; or</p> <p>(ii) after notice of the Co-Investor’s participation in the Pre-Bid Stake has been given by the Co-Investor to the Treasurer of</p>

No.	Item	Description
		<p>the Commonwealth of Australia under the FATA, the Treasurer of the Commonwealth of Australia must have ceased to be empowered to make any order or decision under Division 2 of Part 3 of the FATA because of a lapse of time,</p> <p>whichever occurs first (FIRB Condition).</p> <p>(b) The Co-Investor must use all reasonable endeavours to procure the satisfaction of the FIRB Condition as soon as reasonably practicable after the date of this document.</p> <p>(c) The Parties may agree to waive the FIRB Condition if the Parties determine that satisfaction of the FIRB Condition is not required.</p> <p>(d) If the FIRB Condition is not satisfied or waived by, or has become incapable of satisfaction by the End Date, then this document will terminate in accordance with clause 8; and clause 9(a) will apply.</p>
6	MIT Agreements	<p>(a) The Parties agree to negotiate in good faith with the aim of entering into binding agreements in respect of their joint investment in the Potentia MITs (MIT Agreements). The MIT Agreements will be on terms customary for (i) a MIT investment of the kind being contemplated and (ii) managed investment trust agreements entered into between Potentia and the Co-Investor in connection with other prior transactions.</p> <p>(b) Each Party agrees to negotiate in good faith and use reasonable endeavours to agree the terms of the MIT Agreements on terms consistent with those set forth in this document.</p> <p>(c) The MIT agreements will include a full form management agreement in respect of the Co-Investment (Co-Investment Management Agreement) whereby Potentia will:</p> <ul style="list-style-type: none"> (i) monitor and manage the Co-Investor's Co-Investment; (ii) in due course, seek opportunities for an exit for the Co-Investment; (iii) manage the execution of any such exit on behalf of the Co-Investor; and (iv) exercise the rights of the Co-Investor (or their relevant Affiliate) in relation to Co-Investment, except for those rights expressly reserved for the Co-Investor (including but not limited to pre-emptive rights, tag rights, and other customary minority protections).

No.	Item	Description
7	HoldCo Shareholders' Deed	<p>Potentia will procure that the Potentia MITs and the other shareholders in HoldCo enter into a Shareholders' Deed with respect to HoldCo (Shareholders' Deed) on terms customary for (i) a transaction of this nature and (ii) shareholders' deeds and other similar agreements entered into between Potentia and the Co-Investor in connection with other transactions.</p> <p>Potentia will use reasonable best endeavours to ensure that the Shareholders' Deed includes the following provisions (without limitation):</p> <ul style="list-style-type: none"> (a) the Potentia MITs will be entitled to receive monthly board reports (which must include key financial and performance metrics) of HoldCo and two opportunities to meet with management of HoldCo per annum (one of which will be to discuss the annual budget and strategy); (b) the shareholders will have the right, but not the obligation, to participate in subsequent issuances of equity and debt securities of HoldCo or any of its subsidiaries on a pro rata basis (if full entitlement is not taken up, Potentia may take up the balance). Such pre-emptive rights will not apply in connection with an IPO, a reorganisation or reconstruction event, an issue of securities as consideration for or in connection with any acquisition (scrip consideration), issue of securities under a management equity plan or for emergency funding (provided that the shareholders will have an ability to subscribe for their pro rata portion after such emergency funding); (c) shareholders (other than the Potentia MITs) will be subject to a general restriction on disposals (other than intra-group and related party transfers); (d) shareholders (other than the Potentia MITs) must not sell, transfer or encumber shares without the consent of Potentia, except for any sale or transfer to their Affiliates; (e) tag-along rights if Potentia wishes to transfer shares to a third party subject to customary minority protections (including no obligation to agree to any restrictive covenants); (f) drag-along rights if shareholders of more than 50% of the voting securities wish to transfer shares to a third party subject to customary minority protections (including no obligation to agree to any restrictive covenants); (g) in the event of an exit (or other liquidation event, such as a sale or IPO), shareholders must cooperate and use their reasonable best endeavours to do all acts to help effect the exit or liquidation event (including following the reasonable directions of Potentia); and (h) customary minority shareholder protections for a transaction of this nature.

No.	Item	Description
8	Termination	<p>(a) This document will terminate automatically on the earliest of:</p> <ul style="list-style-type: none"> (i) the date that Potentia notifies each other Party that it or the Target no longer wishes to pursue the Proposed Transaction; (ii) the date of completion of the Proposed Transaction; and (iii) the End Date if the Proposed Transaction is not successfully completed by then. <p>(b) Clauses 8 to 18 (inclusive) will survive any termination of this document and will continue to be binding upon the Parties following termination.</p>
9	Costs and profits	<p>(a) If after the acquisition of the Pre-Bid Stake, the Proposed Transaction is not successfully completed by the End Date or this document is terminated in accordance with clauses 8(a)(i) or 8(a)(iii), the Parties agree that:</p> <ul style="list-style-type: none"> (i) Potentia may sell or unwind the Pre-Bid Stake in its sole discretion; (ii) the Pre-Bid Convertible Notes will convert or be redeemed in accordance with the Convertible Note Deed; (iii) to the extent that the Net Proceeds of the sale of the Pre-Bid Stake exceed the Joint Costs, the Co-Investor will be responsible for 1/3 of the Joint Costs; and (iv) if the Net Proceeds of the sale of the Pre-Bid Stake is less than the Joint Costs, the Co-Investor will be responsible for 25% of the Joint Costs. <p>(b) If the Proposed Transaction is successfully completed, the Parties agree that all Joint Costs will be shared by the Parties in their Respective Proportions and will be paid by BidCo (unless otherwise agreed by the Parties).</p> <p>(c) Each Party will bear and be solely responsible for its Own Costs.</p> <p>(d) Where possible, Potentia will procure that the Co-Investor will be given reliance on any third party professional advice and due diligence to which the Joint Costs relate.</p> <p>(e) Potentia will provide the Co-Investor with a fortnightly update in relation to the Joint Costs being incurred.</p> <p>(f) For the purposes of this clause 9:</p> <ul style="list-style-type: none"> (i) Net Proceeds means the amount calculated by Potentia as follows: <ul style="list-style-type: none"> $Net\ Proceeds = A - B$ <i>A is the aggregate proceeds of sale or unwind of the Pre-Bid Stake (net of any transaction fees, taxes or similar costs) as specified by Potentia (acting in good faith)</i> <i>B is the aggregate price paid in building the Pre-Bid Stake (including any transaction fees or similar costs)</i> The value of the Net Proceeds will be calculated by Potentia (acting in reasonably and in good faith) (ii) Joint Costs means the reasonable costs, fees and expenses of advisors and debt financiers in connection with acquiring or disposing of the Pre-Bid Stake or pursuing the Proposed Transaction (but excluding each Party's Own Costs), less any net broken deal fees received by Potentia (e.g. any after tax break fee received).

No.	Item	Description
		<p>(iii) Own Costs means the costs, fees and expenses which are incurred by a Party in connection with:</p> <p>(A) its internal evaluation of the Proposed Transaction or internal approvals for the Proposed Transaction (including travel costs, accommodation costs and personnel time);</p> <p>(B) its structuring or funding arrangements for its investment;</p> <p>(C) its negotiation, execution or performance of the Co-Investment Agreement;</p> <p>(D) any advice or services which it receives for its own benefit only,</p> <p>including:</p> <p>(E) for the avoidance of doubt, any costs, fees and expenses which are incurred by a Party in pursuing or executing a Competing Transaction (whether alone or in concert with one or more third parties) following the termination of (and subject to the terms of) this document; and</p> <p>(F) in respect of the Co-Investor, all costs in (a) establishing the managed investment trust structures for the Potentia MITs as contemplated by this document; and (b) seeking to satisfy the FIRB Condition.</p>

No.	Item	Description
10	Confidentiality and nature of relationship	<p>(a) Each Party acknowledges and agrees that the existence and terms of this document, and all discussions and negotiations in relation to it or any of the transactions, agreements or arrangements contemplated by it (whether such discussions or negotiations occur before, on or after the date of this document), are confidential and may not be disclosed or otherwise announced to any person other than:</p> <ul style="list-style-type: none"> (i) with the prior written consent of the disclosing Party; (ii) to an Affiliate of a Party; (iii) to a director, officer, employee, agent, consultant, advisor, financier or auditor of or to a Party or its Affiliate; (iv) to the extent required by any law or regulation or to comply with any order, requirement or request of a court, governmental agency or regulatory body; or (v) in connection with any legal proceedings, arbitration or other dispute resolution process relating to this document, <p>in each case, provided that:</p> <ul style="list-style-type: none"> (vi) a Party must procure that any person to whom it discloses information under clause 10(a)(ii) or 10(a)(iii) is bound by obligations of confidentiality in respect of the relevant information; and (vii) to the extent legally permissible and reasonably practicable, a Party must consult in good faith with the other Parties in relation to the need for, and the form of, any disclosure under clause 10(a)(iv) before such disclosure is made. <p>(b) Each Party acknowledges and agrees:</p> <ul style="list-style-type: none"> (i) there is and shall be no agreement, arrangement or understanding between the Parties with respect to voting or disposal of Target shares; and (ii) in relation to the Target, any statement or indication of intention or course of conduct which the Parties may discuss does not bind the Parties, nor should the Parties be regarded as having any common purpose or object, or any understanding with respect to the intentions or course of conduct discussed.

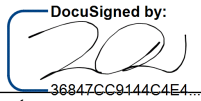
No.	Item	Description
11	Restrictions on certain activities	<p>(a) Subject to clause 11(b), during the Exclusivity Period, the Co-Investor will ensure that neither the Co-Investor nor any of its Affiliates will:</p> <ul style="list-style-type: none"> (i) enter into any agreement, arrangement or understanding (including by establishing or participating in any consortium, joint bidding structure or similar) with any third party in relation to an actual or potential Competing Transaction; (ii) directly or indirectly participate in any discussions or negotiations with any Third Party in relation to any agreement, arrangement or understanding of a kind referred to in clause 11(a)(i); (iii) acquire or dispose of any Relevant Interest in any shares or other securities of Target; or (iv) enter into any Equity Derivative. <p>(b) Clause 11(a) does not extend to any public equities division of the Co-Investor that is not involved in, and has not received confidential information in relation to, the Proposed Transaction.</p> <p>(c) Other than as disclosed to Potentia by the Co-Investor, each Party represents and warrants to the other Party that, as at the date of this document, neither it nor any of its Affiliate:</p> <ul style="list-style-type: none"> (i) has a Relevant Interest in any share or other securities of the Target; or (ii) is party to any Equity Derivative (other than BidCo).
12	Governing law	The law in force in New South Wales applies to this document. Any dispute arising in connection with this document shall be resolved through arbitration conducted in Singapore and administered by the Singapore International Arbitration Centre (SIAC) in accordance with the rules of the SIAC for the time being in force. The seat of the arbitration shall be Singapore. The arbitration tribunal shall consist of three (3) arbitrators. The language of the arbitration shall be English. The arbitration award shall be final and binding on the Parties, and the Parties undertake to carry out any award without delay. Judgment upon the award may be entered by any court having jurisdiction of the award or having jurisdiction over the relevant party or its assets.
13	Counterparts	This document may be executed in any number of counterparts, each of which, when executed, is an original. Those counterparts together make one instrument.
14	Severance	If a provision of this document is illegal or unenforceable then that provision must be severed from this document and the remaining provisions of this document continue in force. If only part of a provision is illegal or unenforceable then this clause applies to that part only.
15	Variation and assignment	This document can only be varied in writing signed by all of the Parties. A Party may not assign or otherwise deal with its rights under this document without the prior written consent of each other Party.

No.	Item	Description
16	Notices	<p>Any notice or other communication under or in connection with this document must be sent by email by an authorised representative of the sender as follows:</p> <p>Co-Investor Kelvin Yap at kyap@harbourvest.com; Steve Wong at swong@harbourvest.com; and Noel Lam at nlam@harbourvest.com</p> <p>Potentia Michael McNamara at michael@potentiacap.com; and Josie Gorter at josie@potentiacap.com</p> <p>A notice, waiver or other communication will be taken to have been received upon the first to occur of:</p> <ul style="list-style-type: none"> (a) the sender receiving an automated message confirming delivery; and (b) two hours after it is sent, as recorded on the device from which the email is sent but subject to the sender not receiving an automated message that the email has not been delivered, <p>and provided that if, pursuant to the foregoing, a notice, waiver or other communication would be taken to be received:</p> <ul style="list-style-type: none"> (c) on a non-business day or after 5.00pm on a business day, it will be taken to be received at 9.00am on the next business day; or (d) before 9.00am on a business day, it will be taken to be received at 9.00am on that business day.
17	Defined terms	<p>Unless otherwise defined in this document, capitalised terms used in this document have the meanings set out below:</p> <ul style="list-style-type: none"> (a) Affiliate means: <ul style="list-style-type: none"> (i) any Related Body Corporate of that Party; (ii) any person who acts as the investment advisor or manager of that Party; (iii) in relation to the Co-Investor, any other person controlled by, controlling, or under common control with, or managed by, managing, or under common management with the Co-Investor or any of its Related Bodies Corporate or Co-Investor Separate Account; or (iv) in relation to Potentia, any fund (or any of its constituent entities) raised, managed or advised by Potentia or any person described in paragraphs (i) or (ii) of this definition or of which such a person is a trustee general partner or custodial (but, excluding for the avoidance of doubt, the Co-Investor); (b) Competing Transaction means any transaction or arrangement which, if entered into or completed, would result in or give effect to the acquisition of Control of Target (other than the Proposed Transaction contemplated by this document); (c) Co-Investor Separate Account means separate accounts and similar entities that are, directly or indirectly, managed or advised by the Co-Investor or its Affiliates from time to time; (d) Control has the meaning given in the Corporations Act; (e) Corporations Act means the <i>Corporations Act 2001</i> (Cth); (f) End Date means 30 June 2023, or such other date agreed by the Parties in writing.

No.	Item	Description
		<p>(g) Equity Derivative means any derivative, swap or other synthetic agreement or arrangement under which payments may be made that are referable (in whole or part) to the trading price, or the economic value, of shares or other securities of the Target;</p> <p>(h) Exclusivity Period means the period starting on the date of this document and ending on the End Date;</p> <p>(i) Related Bodies Corporate has the meaning given in the Corporations Act, but extended to capture Vehicles that Control, are Controlled by or are under common Control with an entity;</p> <p>(j) Relevant Interest has the meaning given in the Corporations Act;</p> <p>(k) Respective Proportion means, in relation to each Party, the proportion (expressed as a percentage) of the equity interests to be held indirectly in the Target; and</p> <p>(l) Vehicle means any unit trust, investment trust, investment company, limited partnership, general partnership, fund or other collective investment scheme, pension fund, insurance company or any body corporate or other entity, in each case, the business operations or assets of which are managed or advised professionally for investment purpose.</p>
18	Interpretation	<p>(a) References in this document to a business day are to a day that is not a Saturday, Sunday or public holiday in Sydney, Australia and the United States.</p> <p>(b) Where the date on which an act is required to be performed under this document is a non-business day, such act will be required to be performed on the next business day.</p> <p>(c) Headings are for convenience only and do not affect interpretation.</p> <p>(d) The words “including”, “for example”, “for the avoidance of doubt” and similar expressions are not words of limitation.</p> <p>(e) All references to currency in this document are to Australian dollars.</p>

EXECUTED and delivered as a deed

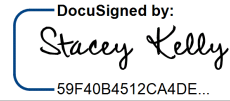
Executed by Potentia Capital Management Pty Ltd in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

DocuSigned by:

36847CC9144C4E4...

Director signature

Timothy John Reed

Director full name
(BLOCK LETTERS)

DocuSigned by:

59F40B4512CA4DE...

Director/Secretary signature

Stacey Kelly

Director/Secretary full name
(BLOCK LETTERS)

Executed by HarbourVest Partners Co-Investment VI Aggregator L.P.

By: HarbourVest Co-Investment VI Associates L.P.
Its General Partner

By: HarbourVest GP LLC
Its General Partner

By: HarbourVest Partners, LLC
Its Managing Member

By: _____
Name:
Title:

EXECUTED and delivered as a deed

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

Director signature

Director/Secretary signature

Director full name
(BLOCK LETTERS)

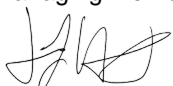
Director/Secretary full name
(BLOCK LETTERS)

**Executed by HarbourVest Partners Co-
Investment VI Aggregator L.P.**

By: HarbourVest Co-Investment VI Associates L.P.
Its General Partner

By: HarbourVest GP LLC
Its General Partner

By: HarbourVest Partners, LLC
Its Managing Member

By: 

Name: Joel S. Hwang
Title: Principal