

Form 605

Corporations Act 2001  
Section 671B

Notice of ceasing to be a substantial holder

To Company Name/Scheme	LiveHire Limited
ACN/ARSN	153 266 605

1. Details of substantial holder (1)

Name	Christy Forest
ACN/ARSN (if applicable)	N/A

The holder ceased to be a substantial holder on	21 August 2024
The previous notice was given to the company on	8 May 2024
The previous notice was dated	7 May 2024

2. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest (2) of the substantial holder or an associate (3) in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (4)	Consideration given in relation to change (5)	Class (6) and number of securities affected	Person's votes affected
21 August 2024	Christy Forest	Disposal of 35,291,598 ordinary shares under the Share Purchase Agreement between Christy Forest and Humanforce Holdings Pty Ltd dated 14 August 2024 (a copy of which is attached as Annexure A).	\$0.045 per ordinary share	35,291,598 ordinary shares	35,291,598

3. Changes in association

The persons who have become associates (3) of, ceased to be associates of, or have changed the nature of their association (7) 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

4. Addresses

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

Name	Address
Christy Forest	C/- LiveHire Limited, c/- cdPlus Corpoate Services, Level 42, Rialto South Tower, 525 Collins St, Melbourne VIC 3000

Signature

print name	Christy Forest	capacity	Individual
sign here	<div>DocuSigned by: </div>	date	21 August 2024


**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 4 of the form.
- (2) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (3) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (4) 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.
- (5) 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.
- (6) The voting shares of a company constitute one class unless divided into separate classes.
- (7) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

**Annexure “A” to Form 605 – Share Purchase Agreement**

This is Annexure “A” of 13 pages (including this page) referred to in Form 605 signed by me and dated 21 August 2024

DocuSigned by:  
  
\_\_\_\_\_  
Christy Forest

# Share Purchase Agreement

Humanforce Holdings Pty Ltd  
Christy Forest

Dated 14/08/2024



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This agreement is made on

14 August 2024

## Parties

### Buyer

Name Humanforce Holdings Pty Ltd  
ACN 618 020 401  
Address Level 14, 90 Arthur Street, North Sydney NSW 2060  
Email DavidJP@humanforce.com  
Attention David Pullini, Chairman

### Seller

Name Christy Forest  
Address c/- LiveHire Limited, c/- cdPlus Corporate Services, Level 42, Rialto South Tower,  
525 Collins Street, Melbourne VIC 3000  
Email christy@livehire.com  
Attention Christy Forest

## Background

- A The Buyer proposes to make the Takeover Bid.
- B The Seller is the registered holder and beneficial owner of the Sale Shares.
- C The Seller agrees to sell, and Buyer agrees to buy, the Sale Shares in consideration for the Purchase Price on the terms of this agreement.

## Agreed terms

### 1 Definitions and interpretation

#### Definitions

- 1.1 In this agreement the following definitions apply:

**ASX** means ASX Limited ABN 98 008 624 691 or the Australian Securities Exchange, as the context requires.

**Bid Implementation Agreement** means the bid implementation agreement in respect of the Takeover Bid to be entered into between the Buyer and the Company.

**Bidder's Statement** means bidder's statement issued by the Buyer on the date of this agreement.

**Buyer Warranties** means the representations and warranties made by Buyer as set out in Schedule 2.

**CHES** means the 'Clearing House Electronic Subregister System' operated by ASX Settlement Pty Ltd.

**Company** means LiveHire Limited ACN 153 266 605 (ASX: LVH).

**Completion Date** means the fifth business day after the date on which the Buyer announces the Takeover Bid or such other date as agreed between the parties.

**Completion** means completion of the transfer of the Sale Shares in accordance with clause 4 of this agreement.

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

**Government Agency** means any government or governmental, administrative, monetary, fiscal or judicial, regulatory body, minister, department, commission, authority, instrumentality, board, organisation, tribunal, agency, trade union or entity in any part of the world (or any office or delegate thereof).

**Insolvency Event** in relation to a person means anything which reasonably indicates that there is a significant risk that such person is or will become unable to pay its debts as and when they fall due, including without limitation each of the following:

- (a) a meeting of the person's creditors being called or held;
- (b) a step being taken to make the person bankrupt;
- (c) an application being presented or an order made for the sequestration of the person's estate;
- (d) a step being taken to wind the person up;
- (e) a step being taken to have a receiver, receiver and manager, administrator, controller, liquidator or provisional liquidator appointed to the person or any of its assets or any such appointment taking place;
- (f) the person entering into any type of agreement, composition or arrangement with, or assignment for, the benefit of all or any of its creditors; or
- (g) the person ceases or threatens to cease to carry on its main business.

**Listing Rules** means the 'Listing Rules' and 'Operating Rules' and any other rules of the ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.

**Purchase Price** means an amount equal to \$1,588,121.91 which equates to \$0.045 per Share.

**Relevant Interest** has the meaning given to that term in sections 608 and 609 of the Corporations Act.

**Sale Shares** means 35,291,598 Shares.

**Security Interest** includes a mortgage, debenture, charge, security interest, lien, pledge, assignment or deposit by way of security, bill of sale, lease, hypothecation, hire purchase, credit sale, agreement for sale on deferred terms, option, right of pre-emption, caveat, claim, covenant, interest or power in or over an interest in an asset and any agreement or commitment to give or create any such security interest or preferential ranking to a creditor including set off.

**Seller Warranties** means the representations, warranties and undertakings made by the Seller set out in Schedule 1.

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

**Takeover Bid** means a takeover bid by the Buyer under Chapter 6 of the Corporations Act to acquire all of the issued Shares that it does not already own on the terms set out in the Bidder's Statement.

### **Interpretation**

- 1.2 In the interpretation of this agreement, the following provisions apply unless the context otherwise requires:
- (a) a reference to **dollars** or **\$** means Australian dollars and all amounts payable under this agreement are payable in Australian dollars;
  - (b) words and phrases which are defined by the Corporations Act have the same meaning in this agreement and, if a special meaning is given for the purposes of Chapter 6 or 6A or a provision of Chapter 6 or 6A of the Corporations Act, have that special meaning.
  - (c) where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
  - (d) a word which indicates the singular also indicates the plural, a word which indicates the plural also indicates the singular, and a reference to any gender also indicates any other genders;
  - (e) a reference to the word **include** or **including** is to be interpreted without limitation;
  - (f) a reference to a party, clause, schedule, is a reference to a party, clause, Schedule, of or to this agreement;
  - (g) a reference to any document or agreement is to that document or agreement as amended, novated, supplemented or replaced;
  - (h) the Schedules form part of this agreement;
  - (i) headings are inserted for convenience only and do not affect the interpretation of this agreement; and
  - (j) a reference to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision, in either case whether before, on or after the date of this agreement.

### **Business day; References to and calculations of time**

- 1.3 In this agreement, unless the context otherwise requires, a reference to a business day means a day on which banks are open for business generally in Sydney, New South Wales, other than a Saturday or Sunday or public holiday in Sydney, New South Wales.
- 1.4 In this agreement, unless the context otherwise requires:
- (a) where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day; and
  - (b) a term of this agreement which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it required it to be done on or by the next business day.



## 2 Conditions precedent

Clauses 3 and 4 do not become binding on the parties and have no force and effect, and Completion must not take place, unless and until:

- (a) the Buyer and Company enter into the Bid Implementation Agreement; and
- (b) the Buyer announces the Takeover Bid.

## 3 Transaction

### Sale of Sale Shares

- 3.1 The Seller agrees to sell, and Buyer agrees to buy, the Sale Shares for the Purchase Price on and subject to the terms of this agreement.

### Transfer free from Security Interests and with all rights

- 3.2 The Seller must transfer the Sales Shares free from all Security Interests and together with the rights attaching to or arising those shares (including, without limitation, all rights to receive dividends, returns of capital or other distributions and to receive or subscribe for shares, notes, options or other securities or entitlements) declared, paid or issued by the Company.

## 4 Completion

### Date of Completion

- 4.1 Completion will take place and shall be effected electronically (if possible) at 10.00am on the Completion Date or otherwise at a time and place as agreed between the parties.

### Seller obligations at Completion

- 4.2 At Completion, the Seller must:
- (a) deliver to the Buyer a completed share transfer form, in a form acceptable to the Company's share registry (including the securityholder reference number(s) or holder identification number(s), as applicable), for the Sale Shares in favour of the Buyer as transferee, duly executed by the Seller as transferor; and
  - (b) execute and deliver, or must procure the execution and delivery of, all necessary documents and give all necessary instruments to ensure that all right, title and interest in the Sale Shares passes from the Seller to the Buyer free from all Security Interests (including all relevant CHESS details for the Sale Shares, if any).

### Buyer obligations at Completion

At Completion, the Buyer must pay the Purchase Price to the Seller by electronic funds transfer to an account nominated by the Seller.

### Interdependence

- 4.3 The obligations of the parties at Completion are interdependent. All actions at Completion will be deemed to take place simultaneously and no delivery will be deemed to have been made until all deliveries have been made.

### Fees and brokerage

- 4.4 Each party must pay their own fees, brokerage and such like charges payable in connection with the sale and purchase of the Sale Shares under this agreement.

## **5 Warranties**

### **Buyer Warranties**

- 5.1 The Buyer represents and warrant to the Seller that each of the Buyer Warranties is true and accurate as at the date of this agreement and at Completion.
- 5.2 The Buyer acknowledges that the Seller has entered into this agreement in reliance on the Buyer Warranties.

### **Seller Warranties**

- 5.3 The Seller represents, warrants and undertakes to Buyer that each of the Seller Warranties are true and accurate as at the date of this agreement and will be true and at Completion.
- 5.4 The Seller acknowledges that Buyer has entered into this agreement in reliance on the Seller Warranties.

### **Warranties separate**

Each of the Seller Warranties and the Buyer Warranties are separate and independent and except as expressly provided to the contrary in this agreement is not limited by reference to any other Seller Warranty or Buyer Warranty.

## **6 Notices**

### **Notices etc only by authorised signatories**

- 6.1 Any notice or communication given or made by a party in connection with this agreement must be executed by that party or signed by an authorised signatory of that party. A person is an authorised signatory if he or she is a director of the relevant party, or if he or she is authorised in writing by that party. Any notice sent by email is taken to be signed by the named sender.

### **Giving notices**

- 6.2 Subject to clause 6.3, any notice or communication given to a party under this agreement is only given if it is in writing and hand delivered or posted to that party at its address or emailed to that party at its email address as set out at the top of the first page of this agreement.

### **Change of address or email address**

- 6.3 If a party gives the other party three business days' notice of a change of its address or email address, any notice or communication is only given by that other party if it is delivered or posted to the latest address or email address.

### **Time notice is given**

- 6.4 Any notice or communication is to be treated as given at the following time:
- (a) if it is delivered, when it is left at the relevant address;

- (b) if it is sent by post, two (or, in the case of a notice or communication posted to another country, nine) business days after it is posted; or
- (c) if it is sent by email, on the earlier of the sender receiving an automated message confirming delivery or, provided no automated message is received stating that the email has not been delivered, three hours after the time the email was sent by the sender, such time to be determined by reference to the device from which the email was sent.

6.5 However, if any notice or communication is given, on a day that is not a business day or after 5.00pm on a business day, in the place of the party to whom it is sent it is to be treated as having been given at the beginning of the next business day.

## **7 Miscellaneous**

### **Assignment**

7.1 A party must not assign, novate or transfer any of its rights or obligations under this agreement or attempt to do so without the prior written consent of each other party.

### **Costs**

7.2 Except as otherwise set out in this agreement, each party must pay its own costs and expenses in preparing, negotiating, executing and completing this agreement and any document related to this agreement.

### **Entire agreement**

7.3 This agreement contains everything the parties have agreed on in relation to the subject matter it deals with. No party can rely on an earlier written document or anything said or done by or on behalf of another party before this agreement was executed.

### **Further acts**

7.4 Each party must, promptly do all things and execute all documents necessary to give full effect to this agreement and the transaction contemplated by it.

### **Governing law and jurisdiction**

7.5 This agreement is governed by the law of New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

### **Survival**

7.6 Clauses 6 and 7 survive termination or expiry of this agreement together with any other term which by its nature is intended to do so.

### **Variation**

7.7 No variation of this agreement will be of any force or effect unless it is in writing and signed by each party to this agreement.

## Schedule 1 Seller Warranties

### **1 Corporate**

- 1.1 The Seller has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 The Seller has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance by the Seller of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency and any Security Interest which is binding on it.

### **2 Insolvency**

No Insolvency Event in relation to the Seller has occurred.

### **3 Transaction**

- 3.1 The Seller is the registered holder of the Sale Shares.
- 3.2 The Seller is the sole legal and beneficial owner of all the Sale Shares.
- 3.3 All of the Sale Shares have been duly issued and allotted, are fully paid, and no money is owing in respect of any of them.
- 3.4 At Completion, the Seller will be entitled to transfer, or procure the transfer of, the full legal and beneficial ownership of the Sale Shares free from all Security Interests or transfer restrictions in accordance with the terms of this agreement.

## Schedule 2 Buyer Warranties

### **1 Corporate**

- 1.1 Buyer has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 Buyer has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency, the constitution or other constituent documents and any Security Interest which is binding on it.

### **2 Insolvency**

No Insolvency Event in relation to the Buyer has occurred.

# Signature page

Executed as an agreement.

Executed by **Humanforce Holdings Pty Ltd**  
**ACN 618 020 401** in accordance with  
section 127 of the *Corporations Act 2001* (Cth):


Signed by:  
  
.....  
685F8FD80DC04B8.....  
Signature of director

David Pullini  
.....  
Name of director (print)

DocuSigned by:  
  
.....  
39E7DE52D8AE483...  
Signature of director/company secretary

Joseph Porten  
.....  
Name of director/company secretary (print)

Signed by **Christy Forest**:

DocuSigned by:  
  
6F3782E2C0A7460...

Signature of Christy Forest