

ASX Release | 10 May 2024

Share Purchase Plan launch and SPP Booklet

QuickFee Limited (ASX:QFE) (“QuickFee” or “Company”) confirms that the Share Purchase Plan (“SPP”) offer announced on the 3 May 2024 is now open. The SPP involves an offer of approximately 6,250,000 new shares to eligible shareholders with a registered address in Australia and New Zealand (“Eligible Shareholders”). The record date for participation in the SPP is 7:00pm (Sydney time) on Thursday, 2 May 2024.

Full details of the SPP will be set out in the offer booklet (“SPP Booklet”) attached to this announcement, which is being despatched to Eligible Shareholders today. Eligible Shareholders who have elected to receive electronic communications will receive details of how to obtain a copy of the SPP booklet and their personalised acceptance form via email. All other Eligible Shareholders will receive their personalised acceptance form via post along with a letter with instructions on how to access a copy of the SPP booklet.

QuickFee is offering existing Eligible Shareholders the opportunity to participate in the SPP to raise up to A\$0.5 million by the issue of new fully paid ordinary shares, which amount may be varied to issue a higher amount or subject to scale back at the Company’s absolute discretion. The SPP forms part of the Capital Raising announced by QuickFee on 3 May 2024. Funds raised will be used to (i) provide additional capital to fund growth in the Company’s loan books, as the volumes of loan originations from QuickFee’s Finance product grow and (ii) fund the costs and expenses associated with the Capital Raising.

Timetable:

Record date (the date that eligibility to participate in the SPP is determined)	7 pm (Sydney time), Thursday, 2 May 2024
SPP offer opens	Friday, 10 May 2024
SPP offer closes	5 pm (Sydney time), Tuesday, 11 June 2024
Announcement of results and settlement of the SPP, including scaleback policy announced (if applicable)	Thursday, 13 June 2024
Settlement of New Shares	Thursday, 13 June 2024
Allotment and commencement of trading of new shares under the SPP	Monday, 17 June 2024
Expected quotation on the ASX and normal trading of New Shares commences	Monday, 17 June 2024
Despatch of allotment confirmations/holding statements for New Shares	On or prior to Tuesday, 18 June 2024

The timetable above is indicative only and subject to change without notice. Subject to the requirements of the Corporations Act, the ASX Listing Rules and other applicable laws, the Company reserves the right to amend this timetable at any time without notice (even if the offer has opened or applications have been received).

While the SPP is not underwritten, the Company has received a binding commitment ("SPP Shortfall Commitment") from Thorney Investment Group, one of the institutional investors who participated in the Placement (the "SPP Shortfall Investor"), to subscribe for up to an additional A\$0.5 million of new, fully paid ordinary shares ("SPP Shortfall Shares"), in the event the SPP is undersubscribed and there is a shortfall. If the SPP is undersubscribed and the Company decides to issue the SPP Shortfall Shares, it will do so without shareholder approval and by utilising the balance of the Company's existing 25% placement capacity for the purposes of ASX Listing Rules 7.1 and 7.1A. The SPP Shortfall Shares will not be issued under the SPP. To the extent the Company issues any SPP Shortfall Shares to the SPP Shortfall Investor, the issue price per SPP Shortfall Share will be the same as the issue price per SPP Share. Furthermore, the SPP Shortfall Commitment may be terminated by the Joint Lead Managers engaged by the Company to advise on the Capital Raising in the event the SPP Shortfall Investor breaches the terms of its SPP Shortfall Commitment.

If, however, the SPP is oversubscribed, the Company may determine to raise a higher amount under the SPP or decide to scale back applications received from eligible shareholders in its absolute discretion. No SPP Shortfall Shares will be issued in the event the SPP is oversubscribed or the Company receives applications from eligible shareholders for the entire A\$0.5 million.

The SPP Booklet and the accompanying Application Form contain instructions on how to apply. Eligible Shareholders should consider the SPP Booklet in full, including the SPP terms and conditions, before deciding whether to participate in the SPP. Shareholder approval is not required for the issue of New Shares under the SPP.

Further information in relation to the SPP can be obtained by contacting QuickFee on +61(0)2 8090 7700, between 8.30 am and 5.00 pm (AEST), Monday to Friday.

Disclaimer

This announcement is not financial product, investment or other advice. The Company is not licensed to provide financial advice in relation to the acquisition of securities. This announcement does not contain all the information that investors and their professional advisers may require to make an investment decision in relation to the Company and/or the Capital Raising and should be read in conjunction with QuickFee's other periodic and continuous disclosure announcements (including the Investor Presentation) available at www.asx.com.au.

This announcement does not account for the investment objectives, financial circumstances or other particular needs of investors. You should make your own assessment and take independent professional advice in relation to the information contained in this announcement and any action on the basis of the information.

This announcement has been prepared for publication in Australia and may not be released to US wire services or distributed in the United States. This announcement does not constitute an offer to sell, or a solicitation of an offer to buy, securities in the United States or any other jurisdiction. Any securities described in this announcement have not been, and will not be, registered under the US Securities Act of 1933 and may not be offered or sold in the United States except in transactions exempt from, or not subject to, the registration requirements of the US Securities Act and applicable US state securities laws.

This announcement has been authorised for release by the directors.

— END —

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About QuickFee

QuickFee (ASX: QFE) is a fast-growing financial technology company. Our mission is to help professional service firms accelerate their accounts receivables, get paid faster and support their business growth. With multiple online payment options and powerful automation capabilities through integration with leading practice management systems, the QuickFee platform speeds up the bill-to-cash cycle for firms.

Through the QuickFee portal, clients can pay their professional service provider with a credit or debit card, EFT or ACH transfer, or a payment plan over 3-12 months. It allows the client to set their own pace for payments while the firm gets paid upfront and in full.

QuickFee operates in the United States and Australia and focuses on serving the accounting and legal professions. For more information, please visit quickfee.com.



QuickFee Limited Share Purchase Plan 10 May 2024

QuickFee.

QuickFee Limited
ACN 624 448 693

QuickFee Limited Share Purchase Plan

10 May 2024

OFFER OPENS

9:00 am (AEST) on Friday, 10 May 2024

OFFER CLOSES

5:00 pm (AEST) on Tuesday, 11 June 2024

This is an important document offering eligible shareholders the opportunity to apply to purchase up to A\$30,000 of new fully paid ordinary shares in QuickFee Limited (subject to scaleback) without paying brokerage or transaction costs.

In applying for shares, you represent to QuickFee Limited that the total of the application price paid by or on behalf of you under the Share Purchase Plan and any similar share purchase plan arrangement operated by QuickFee Limited in the past 12 months does not exceed A\$30,000.

The offer contained in this document does not take into account the individual investment objectives, financial situation or particular needs of each eligible shareholder. You should consider seeking independent financial and taxation advice before making a decision as to whether or not to accept the offer. In particular, you are strongly cautioned to not place undue reliance on any forward-looking statement or guidance contained in this document, especially in light of the current economic climate and the significant volatility, uncertainty and disruption caused by the COVID-19 outbreak.

The distribution of this document (including electronic copies) outside Australia and New Zealand may be restricted by law. This document may not be released to US wire services or distributed in the United States.

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1 QuickFee Share Purchase Plan

- 1.1 QuickFee Limited (**QuickFee**) is pleased to provide eligible QuickFee shareholders (as set out below) with the opportunity to participate in the QuickFee Share Purchase Plan (**SPP**) by paying up to A\$30,000 to subscribe for additional new fully paid ordinary shares in QuickFee (**New Shares**) without incurring brokerage or other transaction costs subject to and in accordance with the terms and conditions set out below (**SPP Terms and Conditions**).
- 1.2 The SPP Terms and Conditions have been prepared in accordance with ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547 (**SPP Instrument**). Details of this offer and how to participate are set out below.

1.3 **Summary of key dates:**

Record date (the date that eligibility to participate in the SPP is determined)	7 pm (Sydney time), Thursday, 2 May 2024
Announcement of the SPP	Friday, 3 May 2024
SPP offer opens	Friday, 10 May 2024
SPP offer closes	5 pm (Sydney time), Tuesday, 11 June 2024
Announcement of results and settlement of the SPP, including scaleback policy announced (if applicable)	Thursday, 13 June 2024
Settlement of New Shares	Thursday, 13 June 2024
Allotment and commencement of trading of new shares under the SPP	Monday, 17 June 2024
Expected quotation on the ASX and normal trading of New Shares commences	Monday, 17 June 2024
Dispatch of allotment confirmations/holding statements for New Shares	On or prior to Tuesday, 18 June 2024

The timetable above is indicative only and subject to change without notice. Subject to the requirements of the Corporations Act, the ASX Listing Rules and other applicable laws, Quickfee reserves the right to amend this timetable at any time without notice (even if the offer has opened or applications have been received).

2 Purpose of the SPP

- 2.1 As announced to ASX Limited (**ASX**) on Friday, 3 May 2024, QuickFee successfully conducted a A\$3.75 million share placement at an issue price of A\$0.08 per share (**Placement**). Further details are contained in the announcement released by QuickFee to ASX on 3 May 2024.
- 2.2 Eligible Australian and New Zealand shareholders are now invited to participate in the SPP. QuickFee intends to raise approximately A\$500,000 under the SPP (subject to QuickFee's discretion to increase this cap and accept oversubscriptions and/or scaleback applications).
- 2.3 Funds raised under the Placement and SPP will be used to (i) provide additional capital to fund growth in the Company's loan books, as the volumes of loan originations from QuickFee's Finance product grow and (ii) fund the costs and expenses associated with the Placement and SPP.

3 Eligibility to participate in the SPP

- 3.1 You are an eligible shareholder and may participate in the SPP (**Eligible Shareholder**) if you were a direct holder of fully paid ordinary shares in QuickFee (**Shares**) at 7:00 pm (AEST) on Thursday, 2 May 2024 (**Record Date**) with an address on the share register in Australia or New Zealand, *unless*:
 - (a) you hold Shares on behalf of another person who resides outside Australia or New Zealand and do not hold Shares in any other capacity; or
 - (b) you are in the United States or acting for the account or benefit of a person in the United States.
- 3.2 The New Shares are not being offered or sold to the public within New Zealand other than to existing Shareholders of QuickFee at the Record Date with registered addresses in New Zealand to whom the offer of New Shares is being made in reliance on the *Financial Markets Conduct Act 2013* and the *Financial Markets Conduct (Incidental Offers) Exemption Notice 2016*.
- 3.3 The board of directors of QuickFee (**Board**) has determined that it is not practical for holders of Shares with registered addresses in jurisdictions other than Australia or New Zealand to participate in the SPP:
 - (a) because of various legal and regulatory requirements in countries other than Australia and New Zealand;
 - (b) the relatively small number of Shareholders or Shares that are held by Shareholders in certain countries;
 - (c) the relatively low value of New Shares to which Shareholders would otherwise be entitled in certain countries; and
 - (d) the potential cost of complying with foreign securities laws and regulatory requirements in certain countries.

Accordingly, this offer is not made to holders of Shares with a registered address outside Australia or New Zealand.
- 3.4 **Single holders:** If you are the only registered holder of a holding of Shares, but you receive more than one offer under the SPP (for example, due to multiple registered holdings such as a holding in your personal name and a holding in your self-managed superannuation fund), you may only contribute up to a maximum of A\$30,000 in applying for New Shares.
- 3.5 **Joint holders:** If you are recorded with one or more other persons as the joint holder of a holding of Shares, that joint holding is considered to be a single registered holder for the purpose of the SPP, and the joint holders are entitled to participate in the SPP in respect of that holding. If the same joint holders receive more than one offer under the SPP due to multiple identical holdings,

the joint holders may only contribute up to a maximum of A\$30,000 in applying for New Shares across all your holdings. An agreement, acknowledgment or certification given by any joint holder of Shares is taken to be an agreement, acknowledgement or certification given by all joint holders.

3.6 **Custodians:** Where a custodian (as defined in the SPP Instrument) is a registered holder of Shares and holds Shares on behalf of one or more persons (**Beneficiaries**), the SPP offer is made to the custodian and the custodian has the discretion whether to extend the SPP offer to the Beneficiaries. If a custodian applies for New Shares on behalf of a Beneficiary, QuickFee will not issue New Shares unless the custodian provides a “**Custodian Certificate**” which certifies the following in writing to QuickFee:

- (a) either or both of the following:
 - (i) that the custodian holds the Shares on behalf of one or more persons that are not custodians (each a **Participating Beneficiary**); or
 - (ii) that another custodian (**Downstream Custodian**) holds beneficial interests in Shares on behalf of a Participating Beneficiary, and the custodian holds the Shares to which those beneficial interests relate on behalf of the Downstream Custodian or another custodian,

on the Record Date and that each Participating Beneficiary has subsequently instructed the following persons:

 - (iii) where sub-paragraph (a)(i) applies – the custodian; and
 - (iv) where sub-paragraph (a)(ii) applies – the Downstream Custodian,

to apply for Shares under the SPP on their behalf;
- (b) the number of Participating Beneficiaries;
- (c) the name and address of each Participating Beneficiary;
- (d) in respect of each Participating Beneficiary:
 - (i) where sub-paragraph (a)(i) applies – the number of Shares that the custodian holds on their behalf; and
 - (ii) where sub-paragraph (a)(ii) applies – the number of Shares to which the beneficial interests relate;
- (e) in respect of each Participating Beneficiary:
 - (i) where sub-paragraph (a)(i) applies – the number or the dollar amount of Shares they instructed the custodian to apply for on their behalf; and
 - (ii) where sub-paragraph (a)(ii) applies – the number or the dollar amount of Shares they instructed the Downstream Custodian to apply for on their behalf;
- (f) there are no Participating Beneficiaries in respect of which the total of the application price for the following exceeds A\$30,000:
 - (i) the Shares applied for by the custodian under the SPP in accordance with the instructions referred to in sub-paragraph (e); and
 - (ii) any other Shares issued to the custodian in the 12 months before the application as a result of an instruction given by them to the custodian or the Downstream Custodian to apply for Shares on their behalf under an arrangement similar to the SPP;
- (g) that a copy of this SPP booklet was given to each Participating Beneficiary; and
- (h) where sub-paragraph (a)(ii) applies – the name and address of each custodian who holds beneficial interests in the Shares held by the custodian in relation to each Participating Beneficiary.

- 3.7 Custodians must request a Custodian Certificate when making an application on behalf of Beneficiaries. To request a Custodian Certificate or further information about the custodian application process, shareholders should contact QuickFee on +61(0) 2 8090 7700 between 8.30 am and 5.30 pm (AEST) Monday to Friday. Applications received from custodians must be accompanied by a duly completed and signed Custodian Certificate.
- 3.8 For the purposes of the SPP Instrument, you are a 'custodian' if you provide a custodian or depository service in relation to shares of a body or interests in a registered scheme and you:
- (a) hold an Australian financial services licence covering the provision of a custodial or depository service;
 - (b) are exempt from the requirement to hold an Australian financial services licence covering the provision of a custodial or depository service;
 - (c) hold an Australian financial services licence covering the operation of an IDPS or are a responsible entity of an IDPS-like scheme;
 - (d) are a trustee of a self-managed superannuation fund or a superannuation master trust; or
 - (e) are a registered holder of shares or interests in the class and are noted on the register of members of the body or scheme as holding the shares or interests on account of another person.
- 3.9 **Trustees and Nominees:** If you hold Shares as a trustee or nominee for another person and are expressly noted on the QuickFee register as holding Shares on account of another person (a beneficiary) but you are not a custodian, the beneficiary will be taken to be the registered holder of those Shares. In this instance, an Application by the trustee or nominee will be taken to be an Application by the beneficiary. This means the beneficiary will be treated as the registered holder and clause 3.4 applies.
- 3.10 Custodians, trustees and nominees may not participate in the SPP on behalf of beneficial shareholders in the United States or located elsewhere outside Australia and New Zealand.
- 3.11 The Company reserved the right to reject any Application to the extent it considers that the Application does not comply with these requirements.

4 Participation is optional

- 4.1 Participation in the SPP is entirely optional (subject to the eligibility criteria set out above). The offer to acquire New Shares is not a recommendation.
- 4.2 If you are in any doubt about this offer, whether you should participate in the SPP or how such participation will affect you (including taxation implications), you should contact a professional advisor. QuickFee also recommends that you monitor the QuickFee share price, which can be found on ASX's website at www.asx.com.au.

5 Issue Price

- 5.1 The issue price for each New Share under the SPP will be A\$0.08 (the **Issue Price**). The Issue Price is the same price at which Shares were issued under the Placement.
- 5.2 The Issue Price represents a 10.1% discount to the last close of A\$0.089 on Tuesday, 30 April 2024, being the trading day prior to announcement of the SPP.
- 5.3 No brokerage commission or other transaction costs are payable by shareholders in respect of the issue of New Shares under the SPP.

- 5.4 In accordance with the requirements under ASX Listing Rules 7.2 and 10.12, the Issue Price is at least 80% of the VWAP for Shares over the last 5 days on which sales in the Shares were recorded before the date on which the SPP was announced or the date on which the issue is to be made.
- 5.5 You should note that QuickFee's share price may rise or fall between the date of this offer and the date when New Shares are issued under the SPP. This means that the price you would pay per New Share pursuant to this offer may be either higher or lower than the QuickFee share price at the time the New Shares are issued under the SPP. If you participate in the SPP, you are accepting the risk that the market price of QuickFee's shares may change between the offer opening date and the date when New Shares are issued under the SPP. Once submitted, your application is unconditional and may not be withdrawn.

6 Number of New Shares offered under the SPP

- 6.1 An Eligible Shareholder may only apply for New Shares in A\$1,000 increments. Applications may only be made for New Shares in the amounts as designated on your Application Form. These amounts must be a minimum of A\$2,000 up to a maximum of A\$30,000 (but subject at all times to A\$1,000 increments).
- 6.2 Subject to scaleback, the number of New Shares that will be allotted to you will be determined by dividing the amount of your application monies by the Issue Price, rounded down to the nearest whole number of New Shares.
- 6.3 The maximum, aggregate number of New Shares that may be issued to Eligible Shareholders under the SPP is 6,250,000 New Shares.
- 6.4 You agree to pay the Issue Price per New Share for the number of New Shares that are allocated to you in accordance with these SPP Terms and Conditions.

7 Scaleback

- 7.1 QuickFee intends to raise approximately A\$500,000 under the SPP (subject to QuickFee's sole discretion to scaleback the amount to be raised or increase this cap and accept oversubscriptions).
- 7.2 QuickFee may in its absolute discretion scaleback applications on an equitable basis if it receives applications of more than the aggregate amount of funds it determines to be raised. A "scaleback" is a reduction in the number of New Shares issued (compared to the number applied for).
- 7.3 If applications are scaled back, QuickFee will refund to applicants the difference between the New Shares issued to that applicant and the parcel that applicant applied for (calculated at the Issue Price), without interest payable to the applicant.
- 7.4 Any residual amounts that are less than the price of one share (being the Issue Price) will be retained by QuickFee as it is not practical to refund such an amount.
- 7.5 If a scaleback produces a fractional number of New Shares when applied to your parcel, the number of New Shares you will be issued will be rounded down to the nearest whole number of New Shares.

8 Maximum Applications

- 8.1 The offer under the SPP needs to comply with requirements prescribed by the Australian Securities and Investments Commission (**ASIC**). Under the SPP Instrument, Eligible

Shareholders may only pay up to A\$30,000 to subscribe for additional New Shares under a share purchase plan in any 12-month period. QuickFee has not conducted a share purchase plan in the 12 months preceding the date of this offer, and accordingly has limited offers under the SPP to A\$30,000 (subject to QuickFee's discretion to scale back applications).

- 8.2 Under these requirements, the maximum limitation applies irrespective of the number of Shares you held on the Record Date. This limit applies irrespective of whether you hold Shares in more than one account or capacity or are sent more than one Application Form.
- 8.3 Please note that as part of your application for New Shares under the SPP you must certify that the aggregate application amount of all your applications under the SPP, together with any other Shares acquired by you (or a Custodian (or Downstream Custodian) on your behalf) under the SPP does not exceed A\$30,000.
- 8.4 QuickFee reserves the right to reject or reduce any application for New Shares under the SPP to the extent it considers that the application (whether alone or in conjunction with other applications) does not comply with these requirements or any other requirements set out in the SPP Instrument (including in respect of the provision of a Custodian Certificate).

9 Shareholder approval

- 9.1 The total number of New Shares capable of being issued under the SPP will not exceed 30% of the number of Shares already on issue. Further, the Issue Price is at least 80% of the VWAP for Shares over the last 5 days on which sales in the Shares were recorded before the date on which the SPP was announced or the date on which the issue is to be made.
- 9.2 Accordingly, the Company will issue the New Shares under ASX Listing Rule 7.2 Exception 5 and ASX Listing Rule 10.12 Exception 4. Shareholder approval is not required for the issue of New Shares under the SPP.

10 SPP Shortfall Commitment

- 10.1 The SPP is not underwritten.
- 10.2 However, QuickFee has received a binding commitment (**SPP Shortfall Commitment**) from a Shareholder who participated in the Placement (the **SPP Shortfall Investor**), to subscribe for up to an additional A\$0.5 million of new, fully paid ordinary shares (**SPP Shortfall Shares**), in the event the SPP is undersubscribed and there is a shortfall.
- 10.3 If there is a shortfall and the Company determines to issue the SPP Shortfall Shares to the SPP Shortfall Investor, those SPP Shortfall Shares will not be issued under this SPP. Rather, those SPP Shortfall Shares will be issued without Shareholder approval and by utilising the balance of the Company's existing placement capacity for the purposes of ASX listing Rules 7.1 and 7.1A.
- 10.4 To the extent QuickFee issues any SPP Shortfall Shares to the SPP Shortfall Investor, the issue price per SPP Shortfall Share will be the same as the Issue Price per New Share (i.e. A\$0.08 per SPP Shortfall Share). Furthermore, the SPP Shortfall Commitment may be terminated by the joint lead managers appointed by QuickFee to advise in respect of the Placement and SPP in the event the SPP Shortfall Investor breaches the terms of its SPP Shortfall Commitment.
- 10.5 No SPP Shortfall Shares will be issued in the event this SPP is oversubscribed or QuickFee receives applications from eligible QuickFee shareholders for the entire A\$0.5 million.

11 Non-renounceable offer

- 11.1 The offer to purchase New Shares under the SPP is non-renounceable. This means that you cannot transfer your right to purchase New Shares under the offer to anyone else.

12 No other participation costs

- 12.1 No brokerage, commission or other participation costs are payable by you in respect of the acquisition of New Shares under the SPP.

13 Ranking of New Shares

- 13.1 All New Shares issued under the SPP will rank equally with existing Shares from the date of issue, and therefore will carry the same voting rights, dividend rights and other entitlements as existing Shares.

14 Binding terms

- 14.1 By accepting the offer to purchase New Shares under the SPP, you agree to be bound by these SPP Terms and Conditions and QuickFee's constitution.

15 New Zealand

- 15.1 The New Shares are not being offered or sold to the public within New Zealand other than to existing Shareholders of QuickFee at the Record Date with registered addresses in New Zealand to whom the offer of New Shares is being made in reliance on the *Financial Markets Conduct (Incidental Offers) Exemption Notice 2021*.
- 15.2 This document has not been registered, filed with or approved by any New Zealand regulatory authority under the Financial Markets Conduct Act 2013. This document is not a product disclosure statement under New Zealand law and is not required to, and may not, contain all the information that a product disclosure statement under New Zealand law is required to obtain.

16 Applying for New Shares under the SPP

- 16.1 To participate in the SPP, please carefully read these SPP Terms and Conditions and the instructions on the enclosed application form (**Application Form**). To apply and pay for New Shares under the SPP you have two options:

Option 1: Application Form and cheque, bank draft or money order

You can complete the Application Form and return it to Boardroom Pty Limited (**Boardroom**), together with your cheque, bank draft or money order made payable to "QuickFee Limited" in accordance with the instructions on the Application Form.

Cheques, bank drafts and money orders must be made in Australian currency, drawn on an Australian bank for the correct amount and sent in the enclosed reply-paid envelope (New Zealand holders will need to affix the appropriate postage stamp).

Do not forward cash. Receipts for payment will not be issued.

Option 2: BPAY¹

If you have an Australian bank account, you may make a BPAY payment by using the personalised customer reference number shown on your Application Form which is required to identify your holding. If you make your payment by BPAY, you are not required to return your Application Form, but your payment will constitute your application for New Shares under the SPP and you are taken to make the certifications and representations described in sections 15 and 16 of these SPP Terms and Conditions respectively.

- 16.2 It is your responsibility to ensure that your Application Form or BPAY payment is received by no later than 5.00 pm (AEST), Tuesday, 11 June 2024. You should be aware that your financial institution may implement earlier cut-off times with regards to electronic payment, and you should therefore take this into consideration when making payment. Applications received after that time will not be accepted.
- 16.3 Applications may only be made for New Shares in the amounts as designated on your Application Form. These amounts must be a minimum of A\$2,000 up to a maximum of A\$30,000 (but subject at all times to A\$1,000 increments). If the amount of the cheque, bank draft or money order tendered with your Application Form or your BPAY payment is:
- (a) less than A\$2,000 – QuickFee will not allot any New Shares to you and will refund your application money to you;
 - (b) greater than A\$30,000 – subject to scaleback, QuickFee will allot the maximum number of New Shares to you (equivalent to up to A\$30,000) and will refund the excess application money to you; or
 - (c) for an amount between A\$2,000 and A\$30,000 that is not one of the designated amounts – subject to scaleback, QuickFee will allot to you the number of New Shares that would have been allotted to you had you applied for the highest designated amount (rounded down to the nearest A\$1,000 increment) that is less than the amount of your cheque, bank draft, money order or BPAY payment, and will refund the excess application money to you.
- 16.4 QuickFee will refund application monies received from persons it does not consider to be an Eligible Shareholder, subject to compliance with its legal obligations.
- 16.5 If your cheque does not clear, your application will not be accepted, and you agree to be responsible for any dishonour fees or other costs incurred. If your cheque is dishonoured, it will not be re-presented.
- 16.6 If your Application Form is incomplete, contains errors or is otherwise invalid or defective, QuickFee may, in its sole discretion, accept, reject, correct or amend your application, issue such number of New Shares to you as it considers appropriate, refund your application money, or take any combination of these actions.
- 16.7 Applications and payments under the SPP may not be withdrawn once they have been received by QuickFee. Application money will not bear interest under any circumstances.
- 16.8 Please read the enclosed Application Form for further details of how to apply for New Shares under the SPP.

¹ registered to Bpay Limited ABN 69 079 137 518

17 Shareholder Representations

- 17.1 By applying to participate in the SPP by submitting a BPAY payment or completing and returning the Application Form with application monies, you will be deemed to have represented, warranted and agreed on behalf of each person on whose account you are acting that:
- (a) your application is made in accordance with, and subject to, these SPP Terms and Conditions, the terms set out in the Application Form and that you cannot withdraw or cancel your application and your application is unconditional (even if the market price of the Shares is less than the Issue Price);
 - (b) you acknowledge that you have read these SPP Terms and Conditions and the terms set out in the Application Form in full and you warrant that all details and statements in your application are true and complete and not misleading;
 - (c) you are an Eligible Shareholder and are eligible to participate in the SPP, and represent and warrant that you are not in the United States and are not acting for the account or benefit of a person in the United States and are not a person to whom it would otherwise be illegal to make an offer or issue New Shares under the SPP;
 - (d) you acknowledge that no interest will be paid on any application monies held pending the issue of New Shares or subsequently refunded to you for any reason;
 - (e) QuickFee, including its officers and agents, are not liable for any consequences of the exercise or non-exercise of its discretions referred to in these SPP Terms and Conditions;
 - (f) you acknowledge that the New Shares have not been, and will not be, registered under the *US Securities Act of 1933* or the securities laws of any state or other jurisdiction of the United States, or in any other jurisdiction outside Australia or New Zealand, and accordingly, the New Shares may not be offered, sold or otherwise transferred in the United States except in accordance with an available exemption from, or in a transaction not subject to, the registration requirements of the *US Securities Act* and any other applicable US state securities laws;
 - (g) you have not, and will not, send, release or distribute this document or any materials relating to the SPP to any person in the United States or any other country outside Australia and New Zealand;
 - (h) if in the future you decide to sell or otherwise transfer the New Shares, you will do so in a regular way on ASX where neither you nor any person acting on your behalf know, or have reason to know, that the sale has been pre-arranged with, or that the purchaser is, a person in the United States;
 - (i) if you are acting as a trustee, nominee or custodian, each beneficial holder on whose behalf you are participating is resident in Australia or New Zealand, and you have not sent this document, or any materials relating to the SPP, to any person in the United States or elsewhere outside Australia and New Zealand;
 - (j) you accept the risk associated with any refund that may be despatched to you by direct credit or cheque to your address shown on QuickFee's share register;
 - (k) you agree to be bound by the constitution of QuickFee (as it may be amended from time to time);
 - (l) you acknowledge that none of QuickFee, its advisers or agents, has provided you with any financial product or investment advice or taxation advice in relation to the SPP, or has any obligation to provide such advice;
 - (m) you authorise QuickFee, and its officers and agents, to do anything on your behalf necessary for New Shares to be issued to you in accordance with these SPP Terms and Conditions;

- (n) represent and warrant that the aggregate of the application price paid for by you for:
 - (i) the New Shares;
 - (ii) any other New Shares in the class applied for by you under the SPP or any other similar arrangement in the 12 months prior to the date of submission of the Application Form;
 - (iii) any other New Shares which you have instructed a Custodian to acquire on your behalf under the SPP; or
 - (iv) any other Shares issued to a custodian under an arrangement similar to the SPP in the 12 months before the date of your application under the SPP as a result of an instruction given by you to the Custodian or another custodian and which resulted in you holding beneficial interests in such Shares,
 does not exceed A\$30,000.00;
- (o) acknowledge that you may receive a lesser number of New Shares than the number of New Shares you apply for. In which case, excess application monies will be returned to you without interest;
- (p) if you are a Custodian and are applying on behalf of a Participating Beneficiary on whose behalf you hold Shares, that, in addition to the warranties and representations above, you:
 - (i) are a 'custodian' for the purposes of the SPP Instrument;
 - (ii) hold Shares on behalf of one or more Participating Beneficiaries;
 - (iii) hold Shares on behalf of the Participating Beneficiaries as at the Record Date;
 - (iv) each Participating Beneficiary on whose behalf you are applying for New Shares has been given a copy of this document;
 - (v) the information in the Custodian Certificate submitted with your Application is true, correct and not misleading.

18 Shareholder Certification

- 18.1 By completing and submitting the Application Form with the application monies or making a BPAY payment **you certify** that the aggregate of the application price paid by you for:
- (a) the New Shares the subject of your Application Form or BPAY payment; and
 - (b) any other Shares applied for by you, or which you have instructed a Custodian (or Downstream Custodian) to acquire on your behalf, under the SPP or any similar share purchase plan arrangement operated by QuickFee in the 12 months prior to the date of lodgement of the Application Form or BPAY payment,
- does not exceed A\$30,000.
- 18.2 QuickFee reserves the right, and in certain circumstances may be required by the SPP Instrument or other conditions, to reject any application for New Shares under the SPP (in whole or in part), including where it considers that the application (whether alone or in conjunction with other applications) does not comply with these or any other legal requirements.

19 Allotment and quotation dates

- 19.1 New Shares are expected to be allotted under the SPP on Monday, 17 June 2024, and QuickFee will apply for those New Shares to be listed for quotation on ASX.

- 19.2 QuickFee's share registry will dispatch a holding statement or confirmation advice in respect of the New Shares allotted to you under the SPP. You should confirm your holding before trading in any New Shares you believe have been allotted to you under the SPP.
- 19.3 In advance of your receiving your statement or confirmation, you can check the number of New Shares issued under the SPP by logging onto Boardroom's *InvestorServe* site at www.investorserve.com.au and following the security access instructions.

20 Foreign securities restrictions

- 20.1 This document does not constitute an offer of securities, or a solicitation of an offer to buy securities, in the United States or to, or for the account or benefit of, any person in the United States and may not be sent or disseminated in, directly or indirectly, the United States. The New Shares have not been, and will not be, registered under the *US Securities Act* of 1933, or the securities laws of any state or other jurisdiction of the United States and accordingly, the New Shares may not be offered, sold or otherwise transferred in the United States except in accordance with an available exemption from, or in a transaction not subject to, the registration requirements of the *US Securities Act* and any other applicable securities laws.
- 20.2 Because of these legal restrictions, you must not send any materials relating to the SPP to any person acting for the account or benefit of any person in the United States or to any person anywhere outside Australia and New Zealand.
- 20.3 Consistent with the representations contained in these SPP Terms and Conditions and the Application Form, you may not submit an application under this SPP for any person in the United States or anywhere else outside Australia and New Zealand. Failure to comply with these restrictions may result in violations of applicable securities laws.

21 ASIC compliance

- 21.1 This offer for New Shares under the SPP is made in accordance with the requirements of the SPP Instrument. The SPP Instrument grants relief from the requirement of the *Corporations Act 2001*(Cth) to prepare a prospectus / disclosure document for the offer of Shares under the SPP, subject to satisfaction of certain conditions.

22 Withdrawal, suspension, termination, anomalies and disputes

- 22.1 QuickFee reserves the right to waive strict compliance with any provision of these SPP Terms and Conditions, to amend or vary these SPP Terms and Conditions and to withdraw this offer or to suspend or terminate the SPP at any time. Any such amendment, variation, withdrawal, suspension or termination will be binding on all Eligible Shareholders, even where QuickFee does not notify you of that event. QuickFee reserves the right at any time to not accept an application, not issue New Shares or issue New Shares to a value less than that applied for under the SPP by an Eligible Shareholder (including a custodian applying on behalf of its eligible beneficiaries).
- 22.2 In the event that the SPP is withdrawn or terminated all of your application monies will be refunded to you. No interest will be paid on any money returned to you.
- 22.3 QuickFee may make determinations in any manner it thinks fit, in relation to any difficulties, anomalies, or disputes which may arise in connection with or by reason of the operation of the SPP whether generally or in relation to any participant or application. Any determinations by QuickFee will be conclusive and binding on all Eligible Shareholders and other persons to whom the determination relates.

- 22.4 QuickFee's powers and rights under these SPP Terms and Conditions may be exercised by the Board or any delegate or representative of the Board.

23 Currency

- 23.1 References to A\$ means Australian dollars.

24 Privacy

- 24.1 Chapter 2C of the *Corporations Act 2001*(Cth) requires information about shareholders (including name, address and details of the shares held) to be included in QuickFee's public register. If a shareholder ceases to be a shareholder, Chapter 2C of the *Corporations Act 2001*(Cth) requires this information to be retained in QuickFee's public register. These statutory obligations are not altered by the *Privacy Act 1988*(Cth) as amended. Information is collected to administer shareholder's security holdings.

25 Governing law

- 25.1 This offer and these SPP Terms and Conditions are governed by the laws in force in New South Wales. By accepting this offer, you submit to the non-exclusive jurisdiction of the courts of New South Wales.
- 25.2 Other terms and conditions, rights and obligations of the New Shares are contained in the constitution of QuickFee. These SPP Terms and Conditions prevail to the extent of any inconsistency with the Application Form.

26 Additional questions

- 26.1 If you have any questions in respect of the SPP, please call +61(0) 2 8090 7700, between 8.30 am and 5.00 pm (AEST), Monday to Friday.