

Form 603
Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme Kyckr Limited

ACN/ARSN ACN 609 323 257

1. Details of substantial holder (1)

Name RealWise KYK AV Pty Ltd (**RealWise**)

ACN/ARSN (if applicable) ACN 660 041 074

The holder became a substantial holder on 25 October 2022

2. Details of voting power

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

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Fully paid ordinary shares (FPO)	122,346,906	122,346,906	22.69%

3. Details of relevant interests

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

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
RealWise	Has a relevant interest in the shares under section 608(1)(a) of the Corporations Act as the registered holder of the shares. RealWise became the registered holder of the shares following its entry into the Share Purchase Agreement at Annexure A	122,346,906 FPO
Richard John White	Has a relevant interest in the shares held by RealWise under section 608(3)(a) of the Corporations Act because Richard White controls RealWise	122,346,906 FPO

4. Details of present registered holders

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

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number
RealWise	RealWise	RealWise	122,346,906 FPO

5. Consideration

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

Holder of relevant interest	Date of acquisition	Consideration (9)	Class and number of securities
		Cash	Non-cash
See the Share Purchase Agreement in Annexure A			

6. Associates

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

Name and ACN/ARSN (if applicable)	Nature of association
Richard John White	Richard White and RealWise are associates pursuant to section 12(2)(c) of the Corporations Act. See Annexure A.

7. Addresses

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

Name	Address
RealWise	Unit 3, 1 Coggins Place, Mascot NSW 2020
Richard John White	74 O'Riordan Street, Alexandria NSW 2015

Signature

print name	Richard John White	capacity	Director
sign here		date	25 October 2022

Annexure A

This is Annexure A of 14 pages (including this page) referred to in the Form 603 Notice of initial substantial holder.

Signed by me and dated 25 October 2022



Richard John White

Share Purchase Agreement

for shares in Kyckr Limited

Richard John White (**Seller**)

RealWise KYK AV Pty Ltd (**Buyer**)

Contents

Page

1	Defined terms and interpretation	1
1.1	Definitions in the Dictionary	1
1.2	Interpretation	1
2	Sale and purchase	1
2.1	Sale and purchase	1
2.2	Purchase Price	2
2.3	Title and risk	2
3	Completion	2
3.1	Date for Completion	2
3.2	Seller's obligations at Completion	2
3.3	Buyer's obligations at Completion	2
3.4	Interdependence of obligations at Completion	2
4	Confidentiality	3
4.1	No announcement or other disclosure of transaction	3
4.2	Permitted disclosure	3
4.3	ASX and other disclosure	3
5	GST	3
5.1	Interpretation	3
5.2	Reimbursements and similar payments	4
5.3	GST payable	4
5.4	Variation to GST payable	4
6	General	4
6.1	Notices	4
6.2	Costs and Stamp Duty	5
6.3	Governing Law and Jurisdiction	5
6.4	Invalidity	5
6.5	Amendments and Waivers	6
6.6	Cumulative rights	6

6.7	Further assurances	6
6.8	Entire agreement	6
6.9	Third party rights	6
6.10	No assignment	6
6.11	Counterparts	6
Schedule 1	Dictionary	7
Execution page		10

Parties

- 1 **Richard John White** of 74 O'Riordan Street, Alexandria NSW 2015 (**Seller**)
 - 2 **RealWise KYK AV Pty Ltd (ACN 660 041 074)** of Unit 3, 1 Coggins Place, Mascot NSW 2020 (**Buyer**)
-

Background

- A The Seller is the registered owner of the Shares.
- B The Seller wishes to sell the Shares and the Buyer wishes to buy the Shares on the terms and conditions of this agreement.

The parties agree

1 Defined terms and interpretation

1.1 Definitions in the Dictionary

A term or expression starting with a capital letter:

- (a) which is defined in the dictionary in Schedule 1 (Dictionary), has the meaning given to it in the Dictionary;
- (b) which is defined in the Corporations Act, but is not defined in the Dictionary, has the meaning given to it in the Corporations Act; and
- (c) which is defined in the GST Law but is not defined in the Dictionary or the Corporations Act, has the meaning given to it in the GST Law.

1.2 Interpretation

Clause 2 of Schedule 1 sets out rules of interpretation for this agreement.

2 Sale and purchase

2.1 Sale and purchase

The Seller must sell the Shares to the Buyer and the Buyer must buy the Shares from the Seller:

- (a) for the Purchase Price;
- (b) on the Completion Date, or as otherwise agreed in accordance with clause 3.1;
- (c) free from all Security Interests;
- (d) with all rights attached to or accruing to them as at Completion; and
- (e) on the terms set out in this agreement,

(the **Share Purchase**).

2.2 Purchase Price

- (a) In satisfaction of the Purchase Price, the Buyer will issue to the Seller 9,787,752 ordinary shares in the capital of the Buyer (the **Consideration Shares**).
- (b) The parties agree that the value of the Consideration Shares, based on the Scheme Consideration payable for each Scheme Share in the Company under the Scheme, properly reflects the market value of the Shares being sold under this agreement.

2.3 Title and risk

Beneficial ownership of and risk in the Shares will pass from the Seller to the Buyer on Completion.

3 Completion

3.1 Date for Completion

Completion will take place on the date of this agreement or at any other date as the Seller and the Buyer agree in writing (**Completion Date**).

3.2 Seller's obligations at Completion

At Completion, the Seller must deliver to the Buyer the following documents:

- (a) a completed transfer of the Shares in favour of the Buyer as transferee duly executed by the registered holder as transferor and including the Seller's securityholder reference number(s) and/or holder identification number(s) (as applicable) in respect of the Shares, in a form acceptable to the Company's share registry and/or broker (as applicable); and
- (b) all other documents as may be reasonably required to register the Buyer as the registered holder of the Shares.

3.3 Buyer's obligations at Completion

At Completion, the Buyer must:

- (a) issue the Consideration Shares to the Seller as specified in clause 2.2;
- (b) issue a new share certificate for the Consideration Shares in the name of the Seller; and
- (c) enter the Seller's name in the register of shareholders of the Buyer as the holder of the Consideration Shares.

3.4 Interdependence of obligations at Completion

The obligations of the parties under clause 3.2 and clause 3.3 are interdependent and must be performed, as nearly as possible, simultaneously. If any obligation specified in clause 3.2 or clause 3.3 is not performed on Completion then, without prejudice to any other rights of the parties, Completion is taken not to have occurred and any document delivered, or payment made, under this clause 3 must be returned to the party that delivered it or paid it.

4 Confidentiality

4.1 No announcement or other disclosure of transaction

Except as permitted by clause 4.2, each party must keep confidential the existence of and the terms of this agreement and all negotiations between the parties in relation to the subject matter of this agreement.

4.2 Permitted disclosure

Nothing in this agreement prevents a person from disclosing matters referred to in clause 4.1:

- (a) if disclosure is required to be made by law or the rules of a recognised stock or securities exchange and the party whose obligation it is to keep matters confidential or procure that those matters are kept confidential has before disclosure is made notified each other party of the requirement to disclose and, where the relevant law or rules permit and where practicable to do so, given each other party a reasonable opportunity to comment on the requirement for and proposed contents of the proposed disclosure;
- (b) to any professional adviser of a party who has been retained to advise in relation to the transactions contemplated by this agreement or any auditor of a party who reasonably requires to know;
- (c) with the prior written approval of the party other than the party whose obligation it is to keep those matters confidential or procure that those matters are kept confidential; or
- (d) where the matter has come into the public domain otherwise than as a result of a breach by any party of this agreement.

4.3 ASX and other disclosure

- (a) The parties acknowledge and agree that a copy of this agreement will be attached to a notice of initial substantial holder (ASIC Form 603) to be lodged with the Company and ASX by or on behalf of the Buyer.
- (b) Each party must, to the extent practicable, give each other party a reasonable opportunity to review and comment on any announcement, communication, media release or similar document in connection with this agreement, the subject matter of this agreement or any negotiations or discussions between the parties in relation to this agreement or the subject matter of this agreement.

5 GST

5.1 Interpretation

The parties agree that:

- (a) except where the context suggests otherwise, terms used in this clause 5 have the meanings given to those terms by the GST Law (as amended from time to time);
- (b) any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause 5;

- (c) unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this document are exclusive of GST; and
- (d) any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purpose of this clause.

5.2 Reimbursements and similar payments

Any payment or reimbursement required to be made under this agreement that is calculated by reference to a cost, expense, or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which an entity is entitled for the acquisition to which the cost, expense or amount relates.

5.3 GST payable

If GST is payable in relation to a supply made under or in connection with this agreement then any party (**Recipient**) that is required to provide consideration to another party (**Supplier**) for that supply must pay an additional amount to the Supplier equal to the amount of that GST at the same time as other consideration is to be provided for that supply or, if later, within 5 Business Days of the Supplier providing a valid tax invoice to the Recipient.

5.4 Variation to GST payable

If the GST payable in relation to a supply made under or in connection with this agreement varies from the additional amount paid by the Recipient under clause 5.3 then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient. Any ruling, advice, document or other information received by the Recipient from the Australian Taxation Office in relation to any supply made under this agreement will be conclusive as to the GST payable in relation to that supply. Any payment, credit or refund under this paragraph is deemed to be a payment, credit or refund of the additional amount payable under clause 5.3.

6 General

6.1 Notices

- (a) A notice or other communication given under this agreement including, but not limited to, a request, demand, consent or approval, to or by a party to this agreement:
 - (i) must be in legible writing and in English;
 - (ii) must be addressed to the addressee at the address, email address set out below or to any other address, email address a party notifies to the other under this clause:
 - (A) if to the Seller:

Address: 74 O’Riordan Street, Alexandria NSW 2020
Attention: Richard White
Email: rjw.realwise.kyk.av@gmail.com
 - (B) if to the Buyer:

Address: Unit 3, 1 Coggins Place, Mascot NSW 2020

Attention: Stratos Karousos
Email: s.karousos@realwiseholdings.com

- (iii) must be signed by an authorised representative, an Officer or under the common seal of a sender which is a company; and
 - (iv) is deemed to be received by the addressee in accordance with paragraph (b).
- (b) Without limiting any other means by which a party may be able to prove that a notice has been received by another party, a notice is deemed to be received:
- (i) if sent by hand, when delivered to the addressee;
 - (ii) if by post, three Business Days from and including the date of postage; or
 - (iii) if sent by email:
 - (A) when the sender receives an automated message confirming delivery; or
 - (B) two hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,
- whichever happens first,
- but if the delivery or receipt is on a day which is not a Business Day or is after 5.00 pm (addressee's time) it is deemed to be received at 9.00 am on the following Business Day.
- (c) In this clause, a reference to an addressee includes a reference to an addressee's officers, agents or employees.

6.2 Costs and Stamp Duty

Each party must bear its own costs arising out of the negotiation, preparation and execution of this agreement.

6.3 Governing Law and Jurisdiction

This agreement is governed by the laws of New South Wales. Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction there in connection with matters concerning this agreement.

6.4 Invalidity

- (a) If a provision of this agreement or a right or remedy of a party under this agreement is invalid or unenforceable in a particular jurisdiction:
 - (i) it is read down or severed in that jurisdiction only to the extent of the invalidity or unenforceability; and
 - (ii) it does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions in any jurisdiction.
- (b) This clause is not limited by any other provision of this agreement in relation to severability, prohibition or enforceability.

6.5 Amendments and Waivers

- (a) This agreement may be amended only by a written document signed by the parties.
- (b) A waiver of a provision of this agreement or a right or remedy arising under this agreement, including this clause, must be in writing and signed by the party granting the waiver.
- (c) A single or partial exercise of a right does not preclude a further exercise of that right or the exercise of another right.
- (d) Failure by a party to exercise a right or delay in exercising that right does not prevent its exercise or operate as a waiver.
- (e) A waiver is only effective in the specific instance and for the specific purpose for which it is given.

6.6 Cumulative rights

The rights and remedies of a party under this agreement do not exclude any other right or remedy provided by law.

6.7 Further assurances

Each party must do all things necessary to give full effect to this agreement and the transactions contemplated by this agreement.

6.8 Entire agreement

- (a) This agreement supersedes all previous agreements about its subject matter and embodies the entire agreement between the parties.
- (b) The Buyer acknowledges that no representations or warranties in connection with the sale of the Shares have been made by the Seller or anyone on behalf of the Seller except as expressly provided by the written terms of this agreement.

6.9 Third party rights

No person other than the Buyer and the Seller has or is intended to have a right or remedy under this agreement or obtains a benefit under it.

6.10 No assignment

A party may not assign this agreement or otherwise transfer the benefit of this agreement or a right or remedy under it, without first getting the written consent of the other party.

6.11 Counterparts

This agreement may be executed in any number of counterparts, each of which, when executed, is an original. Those counterparts together make one instrument.

Schedule 1 Dictionary

1 Dictionary

In this agreement:

ASIC means the Australian Securities and Investments Commission.

ASX means the Australian Securities Exchange.

Business Day means a day on which banks are open for business in Sydney, New South Wales, other than a Saturday, Sunday or public holiday in that city.

Company means Kyckr Limited (ACN 609 323 257).

Completion means completion by the parties of the Share Purchase under this agreement as provided in clause 2.3.

Completion Date has the meaning given in clause 3.1.

Consideration Shares means the shares in the Buyer issued pursuant to clause 2.2.

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

Government Agency means a government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity whether foreign, federal, state, territorial or local.

GST Law has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

PPS Act means the *Personal Property Securities Act 2009* (Cth).

Purchase Price means the issue of the Consideration Shares in accordance with clause 2.2.

Scheme has the meaning given in the SID.

Scheme Consideration has the meaning given in the SID.

Scheme Share has the meaning given in the SID.

Security Interest means:

- (a) a right, interest, power or arrangement in relation to an asset which provides security for the payment or satisfaction of a debt, obligation or liability including a debt, obligation or liability under a bill of sale, mortgage, charge, lien, pledge, trust, power, deposit, hypothecation or arrangement for retention of title, and includes an agreement to grant or create any of those things; and

- (b) a 'security interest' as defined in the PPS Act,

and includes any agreement to create any of them or allow them to exist.

Share Purchase has the meaning given in clause 2.1.

Shares means 122,346,906 ordinary shares in the capital of the Company.

SID means the scheme implementation deed between the Company and the Buyer dated 6 July 2022.

2 Interpretation

In this agreement the following rules of interpretation apply unless the contrary intention appears:

- (a) headings are for convenience only and do not affect the interpretation of this agreement;
- (b) the singular includes the plural and vice versa;
- (c) words that are gender neutral or gender specific include each gender;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) the words 'such as', 'including', 'particularly' and similar expressions are not used as nor are intended to be interpreted as words of limitation;
- (f) a reference to:
 - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate;
 - (ii) a thing (including but not limited to a chose in action or other right) includes a part of that thing;
 - (iii) a party includes its successors and permitted assigns;
 - (iv) a document includes all amendments or supplements to that document;
 - (v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this agreement;
 - (vi) this agreement includes all schedules and attachments to it;
 - (vii) a law includes:
 - (A) any constitutional provision, treaty, decree, statute, regulation, by-law, ordinance or instrument;
 - (B) any order, direction, determination, approval, requirement, licence or licence condition made, granted or imposed under any of them;
 - (C) any judgment; and
 - (D) any rule or principle of common law or equity,

and is a reference to that law as amended, consolidated, replaced, overruled or applied to new or different facts;

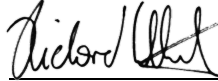
- (viii) an agreement other than this agreement includes an undertaking, or legally enforceable arrangement or understanding whether or not in writing; and
- (ix) a monetary amount is in Australian dollars;
- (g) an agreement, representation or warranty on the part of two or more persons binds them severally (and not jointly and severally);
- (h) an agreement, representation or warranty in favor of two or more persons is for the benefit of them jointly and severally;
- (i) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;
- (j) in determining the time of day where relevant to this agreement, the relevant time of day is:
 - (i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or
 - (ii) for any other purpose under this agreement, the time of day in the place where the party required to perform an obligation is located;
- (k) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this agreement or any clause of it; and
- (l) if there is any conflict between the body of this agreement and its schedules and attachments the terms of the main body of this agreement will prevail.

Execution page

Executed as an agreement.

Buyer

Signed by **RealWise KYK AV Pty Ltd ACN 660 041 074** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



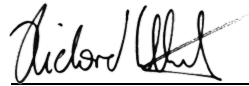
Signature of **Richard John White** who is the sole director and who states that **RealWise KYK AV Pty Ltd ACN 660 041 074** does not have a company secretary as at the date of signing

Seller

Signed by **Richard John White** in the presence of:



Signature of witness



Signature of **Richard John White**

Stratos Karousos

Name of witness (print)