

**Form 603**  
Corporations Act 2001  
Section 671B

**Notice of initial substantial holder**

To Company Name/Scheme Tyro Payments Limited (Tyro)

ACN/ARSN 103 575 042

**1. Details of substantial holder (1)**

Name Tyro Payments Limited

ACN/ARSN (if applicable) 103 575 042

The holder became a substantial holder on

First became a substantial holder in relation to the escrow arrangements referred to in this notice on 18/11/2019 but was first required to lodge a notice after listing on ASX as a result of the issue and sale of shares in Tyro that completed on 11/12/2019 as described in the prospectus lodged by Tyro with ASIC on 18/11/ 2019 (**Prospectus**).

This notice describes the voting power and relevant interests of the substantial holder as at 11/12/2019.

**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 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	242,931,900	242,931,900	48.9%

**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
Tyro	Restrictions on the disposal of shares under the voluntary escrow arrangements that were disclosed in Prospectus give Tyro a technical 'relevant interest' in its own shares under section 608(1)(c) of the Corporations Act. Tyro has no right to acquire these shares or to control the voting rights attaching to these shares.  Annexure A contains a summary of the relevant escrow arrangements and Annexure B contains a pro forma version of the relevant escrow deeds referred to in that summary.	242,931,900 fully paid ordinary shares

**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 of securities
Tyro	Those persons described in Annexure A	Those persons described in Annexure A	See Annexure A

**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
Tyro	No consideration was paid Tyro for the relevant interests described in paragraph 3 above. Tyro has no right to acquire the shares that are subject to the relevant escrow arrangements.		

**6. Associates**

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

Name and ACN/ARSN (if applicable)	Nature of association
NA	NA

**7. Addresses**

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

Name	Address
Tyro Payments Limited	Level 1, 155 Clarence Street, Sydney, NSW 2000

**Signature**

print name

Robert Michael Sean Cooke

capacity Director

sign here



date 11/12/19

**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 7 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 total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
  - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. 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.
- (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) Details of the consideration must include any and all benefits, moneys 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.

## Annexure A - Summary of escrow arrangements

This is Annexure A of 1 page referred to in form 603 (Notice of initial substantial holder) given by Tyro Payments Limited

print name Robert Michael Sean Cooke capacity Director

sign here



date 11/12/19

Entity Holder	Total number of escrowed shares <sup>1</sup>
David Thodey AO <sup>2</sup>	750,000
Robbie Cooke	106,604
Catherine Harris AO <sup>3</sup>	518,735
Paul Rickard	2,283,296
David Fite	18,547,995
Danita Lowes	27,028,582
TDM Growth Partners Pty Ltd <sup>4</sup>	66,017,538
Mike Cannon-Brookes <sup>5</sup>	68,119,528
Tiger Global <sup>6</sup>	39,638,943
Hans-Josef (Jost) Stollman <sup>7</sup>	19,920,679
<b>Total</b>	<b>242,931,900</b>

1. The escrow period for all escrowed shares is until 4:15pm on the date on which Tyro releases its preliminary final report with respect to the financial year ending 30 June 2020 subject to the terms of the escrow deed.

2. David Thodey AO's holding reflects Shares held by Aspiring Co Pty Ltd.

3. Catherine Harris AO's holding reflects Shares held personally and held by HFM Superannuation Pty Ltd.

4. TDM Growth Partners represent aggregate shareholdings of TDM Growth Partners' clients on whose behalf TDM Growth Partners manages their investment (including voting rights) in the Company.

5. Mike Cannon-Brookes' holding reflects Shares held personally and by Abyla Pty Ltd and Grokco Pty Ltd, entities controlled by Mike Cannon-Brookes.

6. Tiger Global's holding reflects Shares held through Internet Fund III Pte. Ltd.

7. Hans-Josef (Jost) Stollmann's holding reflects Shares held personally and by Sophia-Konstantina Fiona Stollmann.

Defined expressions in this annexure have the meaning given to them in the Prospectus.

## Annexure B - pro forma escrow deed

This is **Annexure B** of 22 pages referred to in form 603 (Notice of initial substantial holder) given by Tyro Payments Limited

print name Robert Michael Sean Coker

capacity Director

sign here



date 11/12/19





# Escrow Deed - Tyro Payments Limited

in relation to **[insert name of holder]**

(for the account or benefit or on behalf of **[controller]**)

Clayton Utz  
Lawyers  
Level 15 1 Bligh Street  
Sydney NSW 2000  
GPO Box 9806  
Sydney NSW 2001  
Tel +61 2 9353 4000  
Fax +61 2 8220 6700  
[www.claytonutz.com](http://www.claytonutz.com)

Our reference 722/18861/80191785

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# Escrow Deed

**Date**                      **The Date specified in Schedule 1**

**Parties**                      Tyro Payments Limited ACN 103 575 042 AFSL 471951 of Level 1, 155 Clarence Street Sydney NSW 2000 (**Company**)

The **Holder** means the person whose name and address is set out in part 1 of Schedule 1 (**Holder**)

The **Controller** means each person whose name and address is set out in part 2 of Schedule 1 (**Controller**)

## Background

- A.            The Holder undertakes to the Company to hold the Escrow Securities pursuant and subject to the terms of this deed.
- B.            If a Controller enters this deed, the Controller undertakes to the Company to hold the Controller Interests pursuant and subject to the terms of this deed.

## Operative provisions

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### 1.        **Definitions and interpretation**

#### 1.1       **Definitions**

**Admission Date** means the date on which the Company is first admitted to the official list of the ASX.

**Affiliates** of a person are the members of a group of body corporates which includes the person, where each member is either:

- (a)            a wholly-owned subsidiary of the person;
  - (b)            a body corporate in in respect of which the person is a wholly-owned subsidiary; or
  - (c)            a wholly-owned subsidiary of a body corporate mentioned in paragraph (a) or (b),
- where wholly-owned subsidiary has the meaning given in the Corporations Act..

**ASX** means ASX Limited (ABN 98 008 624 691) or the financial market conducted by ASX Limited, as the context requires.

**ASX Listing Rules** means the listing rules of ASX.

**ASX Settlement** means ASX Settlement Pty Limited (ABN 49 008 504 532).

**ASX Settlement Operating Rules** means the operating rules of ASX Settlement.

**Board** means the board of directors of the Company.

**Business Day** means a day in Sydney on which:

- (a)            ASX is open for trading in securities; and





- (b) banks are open for general banking business.

**Claim** means any allegation, debt, costs, expenses, cause of action, liability, claim, proceeding, suit or demand of any nature howsoever and wherever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise.

**Completion** of the Offer means the completion of the issue and transfer of shares pursuant to the Offer.

**Control** means, in respect of a person, the capacity to determine the outcome of decisions in relation to the financial and operating policies of that person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise (and, without limiting the previous words, a person is deemed to Control another person if it holds, directly or indirectly, together with other persons it Controls, the beneficial interest in more than 50% of the total voting rights in the other person) and **Controlled** and **Controlling** have corresponding meanings.

**Controller Interests** means all Securities, any legal, beneficial or economic interests or other interests, whether direct or indirect, in the Holder or the Escrow Securities and each intermediate entity through which that interest occurs.

**Convertible Security** means an option, warrant, convertible security, performance right or other right (whether contingent or otherwise) to acquire a share in the capital of the Company held by the:

- (a) Holder; or
- (b) Controller for the account or benefit or on behalf of the Holder,

at any time between the date of this deed and the Admission Date (other than a Convertible Security granted to the Holder or Controller pursuant to the Offer which is expressed not to be subject to escrow in the Prospectus, if any).

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

**Deal** means to, directly or indirectly:

- (a) sell, assign, transfer or otherwise dispose of, or agree or offer to sell, assign, transfer or otherwise dispose of;
- (b) enter into any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise dispose of;
- (c) create, agree to, or offer to, create, or permit to be created any Security Interest in or over;
- (d) do or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of; or
- (e) agree to do any of those things,

and **Dealing** has a corresponding meaning.

**End Time** has the meaning given in Part 3 of Schedule 1.

**Escrow Period** means the period commencing on the Admission Date and ending at the End Time.



**Escrow Securities** means the securities listed in Schedule 1, and any securities referred to in clause 3.4.

**FSSA** means the Financial Sector (Shareholdings) Act 1998 (Cth).

**Group** means the Company and all of its Subsidiaries from time to time and **Group Company** means any one of them.

**Issuer Sponsored Subregister** has the meaning given to that term in the settlement rules of ASX Settlement.

**Holding Lock** has the meaning given in section 2 of the ASX Settlement Operating Rules.

**Non-IPO Date** has the meaning given in Part 3 of Schedule 1.

**Offer** means the initial public offering of Shares and the admission of the Company to the official list of ASX.

**Person** means any individual, partnership, general or limited partnership, corporation, company, association, trust, joint venture, limited liability company, unincorporated organisation, entity or division.

**Prospectus** means a prospectus lodged with the Australian Securities & Investments Commission by the Company in relation to the Offer.

**Securities** has the meaning given in the ASX Listing Rules.

**Security Interest** means an interest or power:

- (a) reserved in or over an interest in any securities including any retention of title;
- (b) created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power,

by way of, or having similar commercial effect to, security for the payment of a debt, any other monetary obligation or the performance of any other obligation or encumbrance, including any agreement to grant or create any of the above.

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

**Share Registry** means the share registry engaged by the Company to administer and manage its register of members.

**Subsidiary** has the meaning given in the Corporations Act.

**Trading Day** has the meaning given in the ASX Listing Rules.

**Voluntary Escrow Deed** means a voluntary escrow deed entered into in connection with the Offer.

**voting rights** includes voting rights as referred to in the FSSA.

## 1.2 Interpretation

In this deed

- (a) headings are for convenience only and do not affect interpretation,
- and unless the context indicates a contrary intention:



- (b) a reference to conduct includes an omission, statement and undertaking, whether or not in writing;
- (c) a reference to any party includes that party's executors, administrators, successors, substitutes and assigns, including any person taking by way of novation;
- (d) a reference to this deed or to any other agreement, deed or document includes, respectively, this deed or that other agreement, deed or document as amended, novated, supplemented, varied or replaced from time to time;
- (e) words importing the singular include the plural (and vice versa), words denoting a given sex include the other sex, and words denoting individuals include corporations (and vice versa);
- (f) the word "including" or any other form of that word is not a word of limitation;
- (g) references to "applicable law" include all laws and regulations of jurisdictions applicable to the Offer, a Group Company or other entities, as the case may be (including the Corporations Act and any other laws and regulations of a jurisdictions outside Australia), and rules, policies, official directives, orders or requirements of any Government Agency, including the ASX Listing Rules, ASX Settlement Operating Rules and the applicable listing requirements of the ASX, except to the extent compliance is modified, waived or exempted in favour of a person in the relevant circumstances;
- (h) references to any legislation or to any section or provision of any legislation includes any statutory modification or re-enactment or any statutory provision substituted for it, and ordinances, by laws, regulations, and other statutory instruments issued under any legislation, and references to other applicable laws includes any modifications or provisions substituted for them by a competent Government Agency;
- (i) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this deed, and a reference to this deed includes any schedule, exhibit and annexure;
- (j) if any day appointed or specified by this deed for the payment of any money or doing of anything falls on a day which is not a Business Day, the day so appointed or specified will be deemed to be the next Business Day;
- (k) references to currency are references to Australian currency;
- (l) references to payments to any party to this deed will be construed to include payments to another person upon the direction of such party;
- (m) all payments to be made under this deed must be made by unendorsed bank cheque or other immediately available funds and in Australian currency; and
- (n) all references to time are to the time in Sydney (unless otherwise indicated).

### **1.3 Compliance with ASX Listing Rules**

For so long as the Company is listed on the official list of the ASX:

- (a) notwithstanding anything contained in this deed, if the ASX Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this deed prevents an act being done that the ASX Listing Rules require to be done;



- (c) if the ASX Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the ASX Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;
- (e) if the ASX Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and
- (f) if any provision of this deed is or becomes inconsistent with the ASX Listing Rules this deed is deemed not to contain that provision to the extent of the inconsistency.

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## **2. Condition Precedent**

The undertakings of the Holder and Controller pursuant to this deed are conditional upon quotation of Shares on ASX occurring.

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## **3. Escrow**

### **3.1 Holder restrictions**

During the Escrow Period the Holder agrees that it will not:

- (a) Deal with;
- (b) Deal in any legal, beneficial or economic interest or right in respect of; or
- (c) do, or omit to do, any act if the act or omission would (or would be likely to) have the effect of resulting in a Dealing with, or in any interest or right in respect of,

any or all of the Escrow Securities.

### **3.2 Controller restrictions**

During the Escrow Period the Controller agrees that it will not:

- (a) Deal with;
- (b) Deal in any legal, beneficial or economic interest or right in respect of; or
- (c) do, or omit to do, any act if the act or omission would (or would be likely to) have the effect of resulting in a Dealing with, or in any interest or right in respect of,

any or all of the Controller Interests.

### **3.3 Escrow restrictions**

The parties acknowledge and agree that:

- (a) as soon as practicable following the Completion of the Offer, the Escrow Securities will be registered and held for the Holder on the Issuer Sponsored Subregister;
- (b) the Company will apply a Holding Lock on the Escrow Securities as soon as practicable after registration of the Escrow Securities on the Issuer Sponsored Subregister and the Holder agrees to the application of the Holding Lock; and
- (c) the Company will do all things necessary to ensure that the Holding Lock is released:



- (i) to the extent necessary to permit disposals of the Escrow Securities permitted by this deed;
- (ii) in respect of any Escrow Securities that cease to be Escrow Securities in accordance with the definition of Escrow Securities; and
- (iii) in full at the conclusion of the Escrow Period,

including notifying ASX that the Escrow Securities may or will be released from the Holding Lock for the purposes of ASX Listing Rule 3.10A.

### **3.4 Shares issued during Escrow Period**

If any number of Shares are issued to the Holder or Controller after the date of this deed and before the End Time pursuant to the exercise, or operation of the terms, of a Convertible Security, then those securities will be subject to the terms of this deed.

### **3.5 Notice by Holder**

If the Holder becomes aware:

- (a) that any action, event or circumstance referred to in clause 3.1 has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to any action, event or circumstance referred to in clause 3.1 during the Escrow Period,

it must notify the Company as soon as practicable after becoming aware of the action, event, circumstance or matter, as applicable, providing full details.

### **3.6 Notice by Controller**

If the Controller becomes aware:

- (a) that any action, event or circumstance referred to in clause 3.2 has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to any action, event or circumstance referred to in clause 3.2 during the Escrow Period,

it must notify the Company as soon as practicable after becoming aware of the action, event, circumstance or matter, as applicable, providing full details.

### **3.7 Dividends and voting rights**

- (c) The terms of this deed will have no effect on any rights of the Holder to receive or participate in dividends, any rights issue, bonus issue or other distributions in connection with the Escrow Securities.
- (d) The terms of this deed will have no effect on any rights of the Holder to exercise voting rights in respect of the Escrow Securities and no voting rights are conferred on the Company or any of its associates (as defined in the Corporations Act or FSSA) pursuant to this deed.

### **3.8 Takeovers, mergers and reorganisations**

Clause 3.1 and 3.2 will cease to apply to the extent necessary to allow:

- (a) the Holder to accept an offer by a third party for all or a proportion of the Shares (**Takeover Offer**), provided that:



- (i) subject to clause 3.8(a)(ii), holders of not less than 50% of the Shares to which the Takeover Offer relates that are not subject to a Voluntary Escrow Deed have accepted the Takeover Offer (or will have accepted the Takeover Offer if the Holder accepts the Takeover Offer); and
- (ii) the Takeover Offer is unconditional (or would become unconditional if accepted by the Holder) or all conditions to the Takeover Offer have been satisfied or waived;
- (b) the Escrow Securities to be transferred or cancelled as part of an equal Share buyback, capital reduction or equal return of capital or other similar pro rata reorganisation, a merger, including by way of a scheme of arrangement or an acquisition of all Shares, which has in any such case received all necessary approvals, including all such necessary approvals by shareholders of the Company and courts and is in accordance with applicable laws;
- (c) the Holder to tender any of the Escrow Securities into a bid acceptance facility established in connection with a Takeover Offer, provided that holders of not less than 50% of the Shares to which the Takeover Offer relates that are not subject to a Voluntary Escrow Deed have either accepted the Takeover Offer or tendered (and not withdrawn) their Shares into the bid acceptance facility (or will have done so if the Holder tenders any of the Escrow Securities into a bid acceptance facility); or
- (d) any other such event having an effect similar to the foregoing and relating to the Escrow Securities,

provided that, if for any reason any or all Escrow Securities are not transferred or cancelled in a transaction contemplated by clauses 3.8(a) to 3.8(d) then the Holder agrees that the restrictions applying to the Escrow Securities under this deed (including under clauses 3.1 and 3.2) will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Escrow Securities not so transferred or cancelled.

### **3.9 Reorganisation**

Clauses 3.1 and 3.2 will cease to apply to the extent necessary to allow a Dealing in Escrow Securities or Controller Interests to enable the Holder or Controller to undertake a reorganisation, subject to:

- (a) the prior consent of the Company in writing;
- (b) the Controller retaining ultimate control of, or the beneficial ownership of, the Escrow Securities (provided that in circumstances where a Dealing results in the transfer of the Escrow Securities to an entity in which the Controller holds beneficial ownership, the transferee also enters into an escrow arrangement with the Company in respect of those Escrow Securities on substantially the same terms as this deed for the remainder of the Escrow Period); and
- (c) any new holder of Controller Interests agreeing to be bound by a deed in substantially the same terms as this deed (and the Controller agreeing not to dispose of any Controller Interests).

### **3.10 Other exceptions**

Clauses 3.1 and 3.2 will cease to apply to the extent necessary to allow a Dealing in Escrow Securities or Controller Interests:

- (a) to the extent required by applicable law, including pursuant to an order of a court of competent jurisdiction compelling any Escrow Securities or Controller Interests to be disposed of or a Security Interest granted over them; or

- (b) in the case of a Holder or a Controller who is a natural person, the death, serious disability or permanent incapacity through ill health of the Holder or a Controller (which for serious disability or permanent incapacity through ill health shall be deemed to be so for any absence of at least six months in a 12 month period or as otherwise as resolved by the Board, acting reasonably); or
- (c) **[For large shareholder agreements only]** a transfer (in one or more transactions) of any or all Escrow Securities or Controller Interests to an Affiliate of the Holder or Controller, provided;
  - (i) such Affiliate transferee also enters into an escrow arrangement with the Company in respect of those Escrow Securities or Controller Interests on substantially the same terms as this deed for the remainder of the Escrow Period; and
  - (ii) those Escrow Securities or Controller Interests are transferred back to the Holder or Controller if the transferee ceases to be an Affiliate of the Holder or Controller, with escrow arrangements to apply on substantially the same terms as this deed for the remainder of the Escrow Period, or
- (d) the grant of a Security Interest over any or all of their Escrow Securities or Controller Interests to a bona fide third party financial institution as security for a loan, hedge or other financial accommodation, provided that the Security Interest does not in any way constitute a direct or indirect disposal of the economic interests, or decrease an economic interest, that the Holder or Controller has in any of its Escrow Securities or Controller Interests and no Escrow Securities or Controller Interests may be transferred to the financial institution in connection with the Security Interest, and provided that the terms of this deed apply to the Escrow Securities and/or Controller Interests for the remainder of the Escrow Period as reflected in the documentation granting such a Security Interest; or
- (e) if the Dealing in Escrow Securities or Controller Interests constitutes a disposal of, but not the creation of a Security Interest in, some or all of the Escrow Securities or Controller Interests to:
  - (i) a company wholly-owned by the Holder; or
  - (ii) a trust in relation to which the Holder and/or any relative of the Holder are the only beneficiaries;

(each a **Transferee**), where the Transferee also enters into an escrow arrangement with the Company in respect of those Escrow Securities or Controller Interests on substantially the same terms as this deed for the remainder of the Escrow Period.

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#### 4. Termination

- (a) This deed terminates with immediate effect and without the action of any party upon expiry of the Escrow Period.
- (b) The Company will procure that the Share Registry releases the Holding Lock in respect of the Escrow Securities, if still in effect, as soon as possible following termination of this deed.
- (c) This deed will terminate with immediate effect if the Company is not admitted to the official list of ASX by the Non-IPO Date.



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## **5. Warranties and acknowledgement**

### **5.1 Giving of warranties**

Each of the warranties and representations in this clause 5 is given by the Holder or a Controller, as applicable in favour of the Company:

- (a) as at the date of this deed, unless a later date is specified in clause 5.2 or 5.3; and
- (b) from the applicable date under clause 5.1(a), at all times until expiry of the Escrow Period.

The warranties and representations in this clause 5 are given in respect of any and all Escrow Securities from time to time during the Escrow Period.

### **5.2 Holder warranties and representations**

The Holder warrants and represents the following:

- (a) prior to the Escrow Period it has not done, or omitted to do, any act which would result in a Dealing in Escrow Securities which will take effect during the Escrow Period;
- (b) the Escrow Securities of the Holder are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period except to the extent permitted under this deed;
- (c) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed (including, if the Holder has entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));
- (d) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (e) this deed constitutes a legal, valid and binding obligation on it and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (f) if the Holder is a Trustee, the Trustee is the sole trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove it as trustee of the Trust;
- (g) if the Holder is a Trustee:
  - (i) the Holder has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and that Holder has not released or disposed of its equitable lien over that Trust; and
  - (ii) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettlement the Trust; and
- (h) the execution, delivery and performance by the Holder of this deed does not and will not violate, breach or result in a contravention of:
  - (i) any applicable law, regulation or authorisation;

- (ii) its constitution or other constituent documents, if any, (and, if the Holder is a Trustee, the trust deed for the Trust); or
  - (iii) any agreement, undertaking, Security Interest or document which is binding on the Holder;
- (i) it holds, or will hold, immediately following Completion of the Offer, the Escrow Securities; and
- (j) immediately prior to the Completion of the Offer, the Escrow Securities will be all of the Shares or economic interests or other interests in Shares that the Holder has directly or indirectly in the Company that where there is a Controller, the Holder holds for the account or benefit or on behalf of the Controller, other than any Shares that are or will be transferred by the Holder to SaleCo (as defined in the Prospectus) as part of the Offer; and
- (k) the Holder has no controller (where that term, for the purposes of this clause 5.2(k), has the meaning given to it in the ASX Listing Rules) other than each Controller, or if it has a controller who is not a party to this deed, then the controller falls within one of the exceptions pursuant to ASX Listing Rule 9.1.4 and there is no other person who has, or will have at or immediately following Completion of the Offer, any economic or beneficial interest in the Shares of the Holder in the Escrow Securities.

### 5.3 Controller warranties and representations

Each Controller warrants and represents the following:

- (a) before the Escrow Period it has not done, or omitted to do, any act which would result in a Dealing in any Controller Interests which will take effect during the Escrow Period;
- (b) the Controller Interests of the Controller are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period except to the extent permitted under this deed;
- (c) it has full power and authority, without the consent of any person, to enter into and perform its obligations under this deed (including, if the Controller has entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**);
- (d) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (e) this deed constitutes legal, valid and binding obligations on it and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (f) if the Holder is a trustee, the trustee is the sole trustee of the relevant trust and there is no proposal to remove the Holder as trustee of the relevant trust;
- (g) if the Holder is a trustee:
  - (i) the Holder has the right to be fully indemnified out of the assets of the relevant trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released or diminished in any way. The assets of the relevant trust are sufficient to satisfy that right in full and that Holder has not released or disposed of its equitable lien over that trust; and



- (ii) the relevant trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the relevant trust; and
- (h) if the Controller is a Trustee, the Trustee is the sole trustee of the Trust and there is no proposal to remove the Controller as trustee of the Trust;
- (i) if the Controller is a Trustee:
  - (i) the Controller has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and that Controller has not released or disposed of its equitable lien over that Trust; and
  - (ii) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust;
- (j) the execution, delivery and performance by the Controller of this deed does not and will not violate, breach or result in a contravention of:
  - (i) any applicable law, regulation or authorisation; or
  - (ii) its constitution or other constituent documents, if any, (and, if the Controller is a Trustee, the trust deed for the Trust); or
  - (iii) any agreement, undertaking, Security Interest or document which is binding on the Controller; and
- (k) it holds, or will hold, immediately following Completion of the Offer, the Controller Interests; and
- (l) immediately prior to Completion of the Offer, the Controller Interests will be all of the Shares, economic interests or other interests in Shares that the Controller has directly or indirectly in the Company, other than any Shares that are or will be transferred by the Holder to SaleCo (as defined in the Prospectus) as part of the Offer.

#### **5.4 Survival of warranties and representations**

The warranties and representations in this clause 5 survive termination of this deed.

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### **6. Consequences of breaching this deed**

- (a) If the Holder or a Controller breaches this deed, or the Company believes that a prospective breach of this deed may occur, each of the following applies:
  - (i) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach or prospective breach; and
  - (ii) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment or other Dealing in any Escrow Securities.
- (b) The parties agree that damages would be an insufficient remedy for a breach or prospective breach of this deed by the Holder or a Controller and the Holder and the Controller each agrees that the Company is entitled to seek and obtain an

injunction or specific performance to enforce the Holder's or Controller's (as applicable) obligations under this deed, without proof of actual damage and without prejudice to any of the Company's other rights or remedies.

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## **7. Capacity of Holder and Controller**

### **7.1 Holder**

If a Holder has entered into this deed as a Trustee as defined in clause 5.2(c):

- (a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 7.1 but subject to clause 7.1(c), that Holder enters into this deed only in its capacity as Trustee of the Trust as defined in clause 5.2(c) and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder only to the extent which it can be satisfied out of the property of the Trust for which the Holder is actually indemnified for the liability. The Holder will exercise its rights of indemnification in order to satisfy its obligations under this deed;
- (b) subject to clause 7.1(c) a party to this deed may not sue that Holder in any capacity other than as Trustee in respect of the Trust, including seeking the appointment to that Holder of a receiver (except in relation to property of the Trust), liquidator, administrator or any similar person; and
- (c) the provisions of this clause 7.1 will not apply to any obligation or liability of that Holder to the extent that it is not satisfied because under the relevant trust deed or by operation of law, there is a reduction to the extent, or elimination of, that Holder's right of indemnification out of the assets of the Trust, or the right does not exist at all, as a result of the Holder's fraud, negligence, improper performance of duties or breach of trust.

### **7.2 Controller**

If a Controller has entered into this deed as a Trustee as defined in clause 5.3(c):

- (a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 7.2 but subject to clause 7.2(c), that Controller enters into this deed only in its capacity as Trustee of the Trust as defined in clause 5.3(c) and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Controller only to the extent which it can be satisfied out of the property of the Trust for which the Controller is actually indemnified for the liability. The Controller will exercise its rights of indemnification in order to satisfy its obligations under this deed;
- (b) subject to clause 7.2(c) a party to this deed may not sue that Controller in any capacity other than as Trustee in respect of the Trust, including seeking the appointment to that Controller of a receiver (except in relation to property of the Trust), liquidator, administrator or any similar person; and
- (c) the provisions of this clause 7.2 will not apply to any obligation or liability of that Controller to the extent that it is not satisfied because under the relevant trust deed or by operation of law, there is a reduction to the extent, or elimination of, that Controller's right of indemnification out of the assets of the Trust, or the right does not exist at all, as a result of the Controller's fraud, negligence, improper performance of duties or breach of trust.



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## **8. Notices and other communications**

### **8.1 Form**

Unless expressly stated otherwise in this deed, all notices, certificates, consents, approvals, waivers and other communications in connection with this deed must be in writing, signed by an authorised officer of the sender and marked for the attention of the person identified or referred to in the 'Parties' section or Schedule 1 or, if the recipient has notified otherwise, then marked for attention in the way last notified.

### **8.2 Delivery**

They must be:

- (a) left at the relevant address set out or referred to in the Parties section or Schedule 1;
- (b) sent by prepaid ordinary post (airmail if appropriate) to the address set out or referred to in the Parties section or Schedule 1;
- (c) sent by fax to the fax number set out or referred to in the Parties section or Schedule 1;
- (d) sent by email to the email address set out or referred to in the Parties section or Schedule 1; or
- (e) given in any other way permitted by law.

However, if the intended recipient has notified a changed postal address or changed fax number or email address, then the communication must be to that address or number.

### **8.3 When effective**

They take effect from the time they are received unless a later time is specified.

### **8.4 Receipt - post**

If sent by post, they are taken to be received three days after posting (or seven days after posting if sent to or from a place outside Australia).

### **8.5 Receipt - fax**

If sent by fax, they are taken to be received at the time shown in the transmission report as the time that the whole fax was sent.

### **8.6 Receipt - email**

If sent by email, unless the party sending the email knows or reasonably ought to suspect that the email and the attached communication were not delivered to the addressee's domain specified in the email address notified for the purposes of this clause 8, 24 hours after the email was sent.

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## **9. General provisions**

### **9.1 Discretion in exercising rights**

A party or other person referred to in this deed (including the Board) may, in its absolute discretion, give conditionally or unconditionally or withhold any approval, consent, resolution or determination under this deed, unless this deed expressly states otherwise.

### **9.2 Partial exercising of rights**

If a party does not exercise a right or remedy fully or at a given time, the party may still exercise it later.

### **9.3 No liability for loss**

A party is not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy under this deed.

### **9.4 Variation and waiver**

A provision of this deed or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound.

### **9.5 Amendment**

This deed may be amended only by a document signed by all parties.

### **9.6 Further assurances**

The Holder and the Controller undertake to, and to procure that all persons under their respective Control, do all things necessary or desirable to effect the transactions contemplated by this deed as expeditiously as possible, including executing, delivering or completing any form, document or instrument necessary or desirable to give effect to any of the transactions contemplated by this deed.

### **9.7 Survival**

The representations, warranties, undertakings and indemnities given by a party under this deed will not merge or be extinguished on Completion of the Offer.

### **9.8 Assignment**

Neither the Holder or the Controller may transfer, assign, create an interest in, or deal in any other way with, any of their respective rights or obligations under this deed without the prior written consent of the other parties.

### **9.9 Counterparts**

This deed may consist of a number of copies, each signed by one or more parties to this deed. If so, the signed copies are treated as making up the one document and the date on which the last counterpart is executed will be the date of this deed.

### **9.10 Governing law**

This deed and the transactions contemplated by this deed are governed by the law in force in New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of New South Wales.



#### **9.11 Entire agreement**

This deed and the documents referred to in this deed are the entire agreement of the parties about the subject matter of this deed and supersede any representations, negotiations, arrangements, understandings or agreements and all other communications.

#### **9.12 Remedies**

The rights, remedies and powers of the parties under this deed are cumulative and not exclusive of any rights, remedies or powers provided to the parties by law.

#### **9.13 Inconsistent agreements**

If a provision of this deed is inconsistent with a provision of any other agreement, document, representation, negotiation, arrangement or understanding between the Holder and, or, the Controller and the Company, or between the Holder or the Controller and any other person, other than a restriction agreement (as defined in the ASX Listing Rules), the provision of this deed prevails.

#### **9.14 Severability**

If the whole or any part of a provision of this deed is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this deed has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this deed or is contrary to public policy.

#### **9.15 Successors and assigns**

This deed is binding on, and has effect for the benefit of, the parties and their respective successors and permitted assigns and, in the case of the Holder or the Controller, his or her personal representatives and any trustee, receiver or other person lawfully acting on its behalf.

#### **9.16 Fractional calculation**

If any calculation required to be undertaken under this deed results in a fractional number of Shares, the fractional number will be rounded up to the nearest whole number of Shares, as the case may be.



## Schedule 1 - Holder and Controller Details

Date ☒

### Part 1

Holder ☒

Name: ☒

Address: ☒

Email: ☒

Attention: ☒

### Part 2

#### Controller

Name: ☒

Address: ☒

Email: ☒

Attention: ☒

### Part 3

#### Escrow Securities

**If no Controller is party to this deed**, all Shares held by the Holder at any time between the date of this deed and the time immediately prior to admission of the Company to the official list of ASX on the Admission Date; and

**If a Controller is party to this deed**, all Shares held, directly or indirectly by the Holder at any time between the date of this deed and the time immediately prior to admission of the Company to the official list of ASX on the Admission Date for the account or benefit or on behalf of the Holder.

**[For selling shareholders only][excluding**, in either case, Shares transferred by the Holder to SaleCo (as defined in the Prospectus) as part of the Offer.]

#### End Time

4.15pm on the date on which the Company releases its preliminary final report with respect to the financial year ending 30 June 2020.

#### Non-IPO Date

31 December 2019



**Executed** as a deed.

**Executed by Tyro Payments Limited ACN 103  
575 042 AFSL 471951** in accordance with  
section 127 of the Corporations Act 2001 (Cth):

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of company secretary/director

\_\_\_\_\_  
Full name of director

\_\_\_\_\_  
Full name of company secretary/director



**Holder**

*If the Holder is an individual and is signing personally:*

**Executed by** \_\_\_\_\_ (name of Holder)  
in the presence of:

Signature of witness

Full name of witness

Signature

*If the Holder is an individual or an entity and is signing by power of attorney: [Note: If the Holder signs by power of attorney, please return this document with the relevant power of attorney]*

**Executed for and on behalf of** \_\_\_\_\_ (name of Holder)

by its attorney under a power of attorney dated \_\_\_\_\_  
in the presence of:

Signature of witness

Full name of witness

Signature of attorney who declares that the attorney  
has not received any notice of the revocation of the  
power of attorney

Full name of attorney

*If the Holder is an entity and is signing by authorised signatory: [Note: If the Holder signs by authorised signatory, please return this document with the relevant authority]*

**Executed for and on behalf of** \_\_\_\_\_ (name of Holder)  
by its authorised signatory in the presence of:

Signature of witness

Full name of witness

Signature of authorised signatory

Full name of authorised signatory

*If the Holder is an entity and is signing either by a sole director / company secretary, or by a director and a company secretary / director:*

**Executed by** \_\_\_\_\_ (name of Holder)

Signature of director

Full name of director

Signature of company secretary/director

Full name of company secretary/director



**Controller**

*If the Controller is an individual and is signing personally:*

**Executed by** \_\_\_\_\_ (name of Controller)  
in the presence of:

Signature of witness

Full name of witness

Signature

*If the Controller is an individual or an entity and is signing by power of attorney: [Note: If the Controller signs by power of attorney, please return this document with the relevant power of attorney]*

**Executed for and on behalf of** \_\_\_\_\_ (name of Controller)

by its attorney under a power of attorney dated \_\_\_\_\_  
in the presence of:

Signature of witness

Full name of witness

Signature of attorney who declares that the attorney  
has not received any notice of the revocation of the  
power of attorney

Full name of attorney

*If the Controller is an entity and is signing by authorised signatory: [Note: If the Controller signs by authorised signatory, please return this document with the relevant authority]*

**Executed for and on behalf of** \_\_\_\_\_ (name of Controller)  
by its authorised signatory in the presence of:

Signature of witness

Full name of witness

Signature of authorised signatory

Full name of authorised signatory

*If the Controller is an entity and is signing either by a sole director / company secretary, or by a director and a company secretary / director:*

**Executed by** \_\_\_\_\_ (name of Controller)

Signature of director

Full name of director

Signature of company secretary/director

Full name of company secretary/director