



# SHARE PURCHASE PLAN OFFER BOOKLET

**Tinybeans Group Ltd**  
ACN 168 481 614

**You should read this Booklet in full**

This Booklet contains important information. You should read this Booklet in full and seek advice from your stockbroker, accountant or other professional adviser if you have any questions about your investment in the Company or about the impact of the transactions described in this Booklet. If you have any questions in relation to how to participate in the SPP after reading this Booklet, please contact the Company's registry, Automic Registry Services on 1300 288 664 (callers within Australia) or +61 2 9698 5414 (callers outside Australia).

This Booklet does not provide financial advice and has been prepared without taking into account your particular objectives, financial situation or needs.

**NOT FOR DISTRIBUTION OR RELEASE IN THE UNITED STATES**

These materials do not constitute an offer of securities in any place outside Australia or New Zealand. In particular, these materials do not constitute an offer to sell, or a solicitation of an offer to buy, any SPP Shares in the United States or in any jurisdiction in which such an offer would be illegal. SPP Shares have not been, and will not be, registered under the U.S. Securities Act of 1933, as amended from time to time or the securities laws of any state or other jurisdiction of the United States. Accordingly, the SPP Shares may not be offered, sold or otherwise transferred, directly or indirectly, in the United States.

You must not send copies of this document or any other material relating to the SPP to any person in the United States or elsewhere outside Australia and New Zealand.

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## LETTER FROM THE CHAIR

7 February 2020

Dear Shareholder

On behalf of the Directors of Tinybeans Group Ltd (**Company**), I am pleased to offer you the opportunity to participate in the Company's share purchase plan (**SPP**) which was announced on 31 January 2020. The SPP allows each Eligible Shareholder the opportunity to subscribe for up to \$30,000 worth of new, fully paid ordinary shares in the Company (subject to discretionary scale back) (**SPP Shares**), without incurring brokerage or other transaction costs, on the terms set out in this Booklet (**SPP Offer**). The SPP will be capped at \$3,000,000.

The SPP is part of a wider transaction being undertaken by the Company, which includes an institutional placement and an acquisition. As announced on 31 January 2020, the Company successfully raised \$12,000,000 via a placement of 6,000,000 Shares at a price of \$2.00 per Share to new and existing Institutional Investors (**Placement**). The proceeds of the Placement will be used to part-fund the Company's acquisition of Red Tricycle Inc. (**Red Tricycle**) and provide additional growth capital for the combined group. The funds raised from the SPP will be used as additional working capital to support the integration and growth of the combined business after the Acquisition. For more information about the Acquisition and the Placement, please refer to section 5 of this Booklet and the annexed Investor Presentation.

The SPP provides you with the opportunity to increase your holding of Shares at the same issue price paid by investors under the Placement, being \$2.00 per SPP Share. You may apply for a parcel of SPP Shares valued at any amount between \$2,000 and \$30,000 that is a multiple of \$500 (subject to discretionary scale back).

Participation in the SPP is optional and open to Eligible Shareholders, being holders of Shares at 7:00pm (AEDT) on Thursday, 30 January 2020 (**Record Date**) and whose address on the Register is in Australia or New Zealand. The SPP is also being extended to Eligible Shareholders who are Custodians to participate in the SPP on behalf of certain Eligible Beneficiaries on the terms and conditions set out in this Booklet. Your right to participate in the SPP is not transferable. All SPP Shares will rank equally with existing Shares.

The terms and conditions of the SPP and your personalised Application Form are provided in this Booklet. I urge you to read these materials in their entirety and seek your own financial, taxation and other professional advice in relation to the SPP, before you decide whether to participate.

To apply for SPP Shares, you must either:

- complete and return your personalised Application Form, together with payment via cheque; or
- make a payment directly via BPAY (you do not need to return an Application Form under this option).

The SPP opens on Friday, 7 February 2020 and is expected to close at 5.00pm (AEDT) on Friday, 21 February 2020.

If you have any questions in relation to how to participate in the SPP, please contact Automic Registry Services on 1300 288 664 (callers within Australia) or +61 2 9698 5414 (callers outside Australia) or consult your financial or other professional adviser.



On behalf of the Board, I thank you for your continuing support and considering this investment opportunity.

Yours sincerely

A handwritten signature in black ink, appearing to read "John Dougall".

**John Dougall**  
Chair  
Tinybeans Group Ltd

## 1 IMPORTANT INFORMATION

This Booklet does not provide financial advice and has been prepared without considering any person's investment objectives, financial situation or particular needs. You should consider the appropriateness of participating in the SPP having regard to your investment objectives, financial situation or particular needs. Shareholders should seek independent financial and taxation advice before making any investment decision in relation to these matters.

The offer of SPP Shares under the SPP is made in accordance with the *ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547* which grants relief from the requirement to issue a disclosure document for the SPP. In addition, the SPP Shares are not being offered or sold to the public within New Zealand other than to existing Shareholders with registered addresses in New Zealand to whom the offer of SPP Shares is being made in reliance on the Financial Markets Conduct Act 2013 and the Financial Markets Conduct (Incidental Offers) Exemption Notice 2018.

Participation in the SPP is optional and open to Shareholders who are holders on the Record Date of Shares and whose registered address is in Australia or New Zealand. For New Zealand Shareholders, you must still be a Shareholder at the Record Date of the SPP Offer (7 p.m. (AEDT) on Thursday, 30 January 2020).

This Booklet has not been registered, filed with or approved by any New Zealand regulatory authority. This Booklet is not an investment statement, product disclosure statement or prospectus under New Zealand law and is not required to, and may not, contain all the information that an investment statement, product disclosure statement or prospectus under New Zealand law is required to contain.

The laws of some countries prohibit or make impracticable participation in the SPP by Shareholders not resident in Australia or New Zealand. Accordingly, the Company has determined that it is not practical for Shareholders who are not resident in Australia or New Zealand to participate in the SPP. The SPP does not constitute an offer of Shares for sale in any jurisdiction other than Australia or New Zealand.

You are not eligible to participate in the SPP if you are in the United States or are acting for the account or benefit of a person in the United States. If you are acting for the account or benefit of a person in the United States, you are not permitted to apply for or acquire SPP Shares for, or for the account or benefit of, that person.

## 2 KEY DATES FOR THE SPP\*

Event	Date*
Record Date	7 p.m. (AEDT) on Thursday, 30 January 2020
Announcement Lodgement of Appendix 3B	Friday, 31 January 2020
Opening Date	Friday, 7 February 2020
Closing Date	5 p.m. (AEDT) on Friday, 21 February 2020
Announcement of results of SPP	Wednesday, 26 February 2020
Issue of SPP Shares Lodgement of Appendix 2A	Before 12 p.m. (AEDT) on Tuesday, 3 March 2020
Dispatch of shareholding statements	Wednesday, 4 March 2020
SPP Shares commence trading on ASX	Thursday, 5 March 2020

\* Please note that the dates set out above are indicative only and are subject to change without notice to you. Any change in the timetable does not affect any rights or obligations you have as a result of accepting the SPP.

### 3 KEY SPP INFORMATION

You should read this section in conjunction with the terms and conditions of the SPP set out in section 4.

- 1 What is the SPP?**

The SPP is an opportunity for Eligible Shareholders to each subscribe for up to \$30,000 worth of SPP Shares without brokerage or other transaction costs.

Eligible Shareholders may each apply for SPP Shares in parcels valued at a minimum of \$2,000 and up to a maximum of \$30,000 in multiples of \$500 (subject to discretionary scale back).
- 2 Is participation in the SPP compulsory?**

No. Participation in the SPP is entirely voluntary.

Before you decide whether to participate in the SPP, the Company recommends you seek independent financial advice from your stockbroker, accountant or other professional adviser.

If you do not wish to participate in the SPP, you are not required to do anything.
- 3 What is the Issue Price of the SPP Shares?**

SPP Shares will be offered at \$2.00 per SPP Share, being the same price paid by investors under the Placement. For further details regarding the Placement, please refer to section 5 of this Booklet.

For the purposes of ASX Listing Rule 7.2 (exception 5), the Issue Price (\$2.00) represents a 15.96% discount to the volume weighted average price (**VWAP**) of the Shares on ASX during the 5 trading days immediately prior to the announcement date of the SPP Offer (\$2.38).

There is a risk that the market price of Shares may rise or fall between the date of this Booklet and the time of issue of the SPP Shares under the SPP. This means that the price you pay for the SPP Shares issued to you may be less than or more than the market price of Shares at the date of this Booklet or the time of issue.

Your Application for SPP Shares is unconditional and may not be withdrawn even if the market price of Shares is less than the Issue Price.
- 4 Who is eligible to participate in the SPP?**

An Eligible Shareholder, being a registered holder of Shares on the Record Date with a registered address in either Australia or New Zealand is eligible to participate in the SPP, unless such Shareholder is in the United States or is acting for the account or benefit of a person in the United States (in which case such Shareholder will not be eligible to participate in respect of the Shares held for the account or benefit of that person in the United States).

- The SPP is also being extended to Eligible Shareholders who are Custodians to participate in the SPP on behalf of Eligible Beneficiaries on the terms and conditions provided in this Booklet.
- 5 Can my SPP Offer be transferred to a third party?**

No. The SPP Offer is non-renounceable and cannot be transferred.
  - 6 How much can I invest under the SPP?**

Eligible Shareholders may apply for SPP Shares in parcels of Shares with a dollar value of between \$2,000 and \$30,000 in multiples of \$500 (subject to discretionary scale back by the Company).

The SPP will be conducted in compliance with ASX Listing Rule 7.2 (exception 5).

The SPP will be capped at \$3,000,000. Accordingly, if the SPP is oversubscribed, the Company, in its absolute discretion, may scale-back applications for SPP Shares. If a scale-back takes place, you may receive less than the parcel of SPP Shares for which you applied.

By applying for the SPP Shares you certify that the value of these SPP Shares and any other Shares issued to you, or a Custodian on your behalf, under any similar arrangement in the 12 months before the Issue Date do not exceed \$30,000.
  - 7 Why can I only subscribe for up to \$30,000 worth of SPP Shares?**

*ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547* restricts the value of SPP Shares or Shares that can be issued to you or a Custodian on your behalf under any similar arrangement to \$30,000 per Eligible Shareholder in any 12 consecutive months from the Issue Date.
  - 8 How will any Shortfall under the SPP be dealt with?**

To the extent that there is a Shortfall in the subscription for SPP Shares under the SPP, the Directors of the Company reserve the right to issue the SPP Shares that comprise of the Shortfall to Institutional Investors at their absolute discretion, to the extent that any such placement of SPP Shares under the Shortfall can be made by the Company having regard to ASX Listing Rule 7.1.
  - 9 How do I apply for SPP Shares?**

If you wish to participate in the SPP, you need to do one of the following.

**Option 1: Pay by Cheque**

Please complete the enclosed Application Form and return it with your cheque made payable to “Tinybeans Group Ltd”, drawn on an Australian financial institution and crossed “Not Negotiable” as follows.





Mailing address:  
Tinybeans Group Ltd  
c/- Automic Registry Services  
GPO Box 5193  
Sydney NSW 2001

Hand delivery address:  
Tinybeans Group Ltd  
c/- Automic Registry Services  
Level 5, 126 Phillip Street  
Sydney NSW 2000

Your completed Application Form and cheque must be received by Automic Registry Services prior to the Closing Date.

**Option 2: Pay via BPAY®**

To pay via BPAY you will need to:

- be an account holder with an Australian financial institution;
- use the personalised reference number shown on your Application Form which is required to identify your shareholding; and
- ensure that your payment is received by Automic Registry Services before the Closing Date. Shareholders should be aware that their own financial institution may implement an earlier cut-off time for processing BPAY payments.

If you are paying via BPAY there is no need to return the Application Form but you will be taken to have made the statements and certifications that are set out in the Application Form.

**10 What are the key dates for the SPP?**

The key dates for the SPP are set out in section 2, above.

Please note, the dates set out above are indicative only. The Company reserves the right to vary the dates and times set out above, subject to the Corporations Act and other applicable requirements without notice to you. Any change in the timetable does not affect any rights or obligations you have as a result of accepting the SPP.

**11 What are the rights attached to SPP Shares issued under the SPP?**

SPP Shares will rank equally with other Shares as at the Issue Date.

**12 What do I do if I am a Custodian?**

The SPP is being extended to Eligible Shareholders who are Custodians and who wish to apply for SPP Shares on behalf of certain Eligible Beneficiaries and on the instructions of a Downstream Custodian.

The SPP is being offered to Custodians as the registered Shareholder. Custodians are not required to participate on behalf of their Eligible Beneficiaries. Custodians may choose whether or not to extend the SPP to their Eligible Beneficiaries.

If you wish to apply as a Custodian under the SPP to receive SPP Shares for one or more Eligible Beneficiaries, you must complete and submit an additional Custodian Certificate that contains further certifications and details (as required under the terms of *ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547* before your Application will be accepted. Applications by Custodians that are not accompanied by a duly completed Custodian Certificate will be rejected.

By applying as a Custodian on behalf of Eligible Beneficiaries to purchase SPP Shares, you certify (amongst other things) that each Eligible Beneficiary has not exceeded the \$30,000 limit.

Custodians are not permitted to participate in the SPP on behalf of, and they must not distribute this Booklet or any documents (including the Application Form) relating to this SPP to, any person in the United States.

**13 Where can I get more information on the SPP?**

If you have any questions in relation to how to participate in the SPP, please contact Automic Registry Services on 1300 288 664 (callers within Australia) or +61 2 9698 5414 (callers outside Australia) or consult your financial or other professional adviser. If you have any questions in relation to whether an investment in the Company through the SPP is appropriate for you, please contact your stockbroker, accountant or other professional adviser.

**14 What costs are associated with the SPP?**

There are no brokerage, commissions or other transaction costs payable by Eligible Shareholders in relation to the application for and the issue of, SPP Shares.

**15 How will the Application Monies be used by the Company?**

The proceeds of this SPP Offer will be used for working capital purposes to support the integration and growth of the combined business following the Company's Acquisition of Red Tricycle. For more information please refer to section 5 and the Investor Presentation, which is annexed. A summary of the key risks associated with the Acquisition is contained in the Investor Presentation.

## 4 TERMS AND CONDITIONS OF THE SPP

**Important Notice:** If you participate in the SPP by completing and returning the Application Form or by making a payment by BPAY, you are accepting the risk that the market price of Shares may change between the Record Date, the date on which you send in the Application Form or make a payment by BPAY and the Issue Date. This means that, up to and/or after the Issue Date, you may be able to buy Shares on the ASX at a lower price or higher price (depending on the market price of Shares on the relevant day) than the Issue Price.

Please read these terms and conditions carefully, as you will be bound by them in participating in the SPP. Shareholders accepting the SPP Offer will also be bound by the Constitution of the Company.

The key dates set out in section 2 and the key SPP information set out in section 3 form part of these terms and conditions. Further details regarding the Acquisition and the Placement are set out in section 5 and the Investor Presentation, which is annexed. Capitalised terms have the meaning provided in the glossary set out in section 6, below, unless the context requires otherwise.

### 4.1 SPP Offer

- (a) The Company offers each Eligible Shareholder the opportunity to purchase a minimum of \$2,000 and up to \$30,000 worth of SPP Shares in multiples of \$500 subject to and in accordance with these terms and conditions.
- (b) The SPP Offer will open on the Opening Date and close on the Closing Date.
- (c) If you choose not to participate in the SPP, your right to participate lapses on the Closing Date (or such other date as the Company determines).
- (d) The SPP Offer to each Eligible Shareholder (whether as a Custodian or on its own account) is made on the same terms and conditions.
- (e) The SPP Offer is non-renounceable and non-transferable and, therefore, Eligible Shareholders cannot transfer their right to purchase SPP Shares to a third party.
- (f) All references to \$ or dollars in these terms and conditions are references to Australian dollars unless otherwise indicated.

### 4.2 Eligible Shareholders

- (a) You are eligible to participate in the SPP Offer if you:
  - (i) were registered on the Register as a Shareholder of Shares on the Record Date;
  - (ii) have a registered address in either Australia or New Zealand at that time; and
  - (iii) are not in the United States and are not acting for the account or benefit of a person in the United States. If you are acting for the account or benefit of a person in the United States, you will not be eligible to participate in respect of the Shares held for the account or benefit of that person.
- (b) The SPP Offer is not made to Shareholders with a registered address outside of Australia or New Zealand.

#### 4.3 Joint holders/Custodians

- (a) If two or more persons are registered on the Register as jointly holding Shares, they are taken to be a single registered holder of Shares for the purposes of determining whether they are an Eligible Shareholder and a certification given by any of them is taken to be a certification given by all of them.
- (b) Subject to these terms and conditions, Eligible Shareholders who are Custodians may participate in the SPP on behalf of each Eligible Beneficiary on whose behalf the Custodian is holding Shares.

#### 4.4 Applications for SPP Shares

- (a) Eligible Shareholders may apply for SPP Shares in parcels of Shares with a dollar value of between \$2,000 and \$30,000 in multiples of \$500 (subject to discretionary scale-back by the Company as described in section 4.9).
- (b) No brokerage or other transaction costs will apply to the acquisition of SPP Shares.
- (c) Eligible Shareholders who wish to apply for SPP Shares must either:
  - (i) complete the enclosed Application Form and forward it with a cheque. Each cheque must be:
    - (A) in Australian currency;
    - (B) drawn on an Australian financial institution;
    - (C) made payable to “Tinybeans Group Ltd”; and
    - (D) crossed “Not Negotiable” and placed in the enclosed business reply envelope so that it is received prior to the Closing Date; or
  - (ii) make a payment via BPAY in accordance with the instructions on the Application Form so that it is received prior to the Closing Date.
- (d) Eligible Shareholders must ensure that sufficient funds are held in the relevant account(s) to cover their cheques. If the amount of the cheque(s) for Application Monies (or the amount for which those cheques clear in time for the allocation) is insufficient to pay for the amount you have applied for in your Application Form, an Eligible Shareholder may be taken to have applied for such lower amount as their cleared Application Monies will pay for (and to have specified that amount in their Application Form) or their Application may be rejected by the Company.
- (e) Eligible Shareholders who receive more than one offer under the SPP (for example, because they hold Shares in more than one capacity or in different registered holdings) may apply on different Application Forms for SPP Shares but may not apply for SPP Shares with an aggregate value of more than \$30,000.
- (f) If you wish to subscribe for SPP Shares as a Custodian for one or more Eligible Beneficiaries, you must also complete and submit an additional Custodian Certificate that contains further certifications and details (required under the terms of *ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547* before your Application will be accepted. Applications by Custodians that are not accompanied by a duly completed Custodian Certificate will be

rejected. Please contact Automic Registry Services for a copy of a Custodian Certificate.

- (g) The Company, its officers and agents, may accept or reject your Application for SPP Shares at its discretion including, without limitation, if:
- (i) your Application does not comply with these terms and conditions;
  - (ii) it appears you are not an Eligible Shareholder;
  - (iii) your Application Form and cheque or BPAY payment is not received by Automic Registry Services by the Closing Date;
  - (iv) if paying by cheque, your Application Form is incomplete or incorrectly completed or is otherwise determined by the Company to be invalid;
  - (v) if you apply on behalf of an Eligible Beneficiary but fail to provide a duly executed Custodian Certificate;
  - (vi) if you apply on behalf of an Eligible Beneficiary but provide an incomplete or incorrectly completed Custodian Certificate;
  - (vii) your cheque is dishonoured or has been incorrectly completed;
  - (viii) it appears that you are applying to purchase more than \$30,000 worth of Shares in aggregate under this SPP and similar arrangements in the 12 month period prior to the Issue Date (including as a result of Shares you hold directly, jointly or through a custodian or nominee arrangement); or
  - (ix) payment of the Application Monies is not submitted in Australian currency or, if payment is made by cheque, the cheque is not drawn on an Australian financial institution.
- (h) If you are entitled to a refund of all or any of your Application Monies, the refund will be paid to you, without interest, as soon as is practicable, by direct credit or cheque to your address shown on the Register, in accordance with the requirements of the Corporations Act.

#### **4.5 Issue Price**

- (a) The Issue Price will be \$2.00 per SPP Share being the same price paid by Institutional Investors under the Placement announced on 31 January 2020. Further details regarding the Placement and the Acquisition are set out in section 5 and the Investor Presentation, which is annexed.
- (b) For the purposes of ASX Listing Rule 7.2 (exception 5), the Issue Price (\$2.00) represents a 15.96% discount to the volume weighted average price of Shares on ASX during the 5 trading days immediately prior to the announcement date of the SPP Offer (\$2.38).
- (c) In accordance with the requirements of *ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547*, the Company confirms that the Issue Price is lower than the market price of the Shares during a “specified period” (being the 5 trading days immediately prior to the announcement date of the SPP Offer). The market price of the Shares may rise and fall between the date of the SPP Offer and the date that any SPP Shares are allotted to you as a result of your acceptance of the SPP Offer.

- (d) The current Share price can be obtained from the ASX platform.
- (e) You agree to pay the Issue Price per SPP Share for the number of SPP Shares you have applied for or, if there is a scale-back, the number of SPP Shares calculated under section 4.9.

#### **4.6 Number of SPP Shares to be issued**

- (a) If you apply for SPP Shares, you will apply for a certain value, rather than a certain number, of SPP Shares. If your Application is accepted, the Company will divide the value of your Application Monies by the Issue Price in order to determine the number of SPP Shares that, subject to scale-back, will be issued to you.
- (b) If this calculation produces a fractional number, the number of SPP Shares issued will be rounded down to the nearest whole SPP Share (refer to section 4.9 for more information on rounding).

#### **4.7 Issue**

- (a) SPP Shares will be issued on the Issue Date.
- (b) SPP Shares will rank equally with existing Shares as at the Issue Date.
- (c) The Company will apply to ASX for the quotation of SPP Shares. It is anticipated that SPP Shares will be quoted on or shortly after the Issue Date.
- (d) Automatic Registry Services will send you a holding statement, confirming the number of SPP Shares issued to you.

#### **4.8 Acknowledgements**

- (a) By returning an Application Form with a cheque or making a payment via BPAY, you:
  - (i) irrevocably and unconditionally agree to the terms and conditions of the SPP and the terms and conditions of the Application Form (if applicable) and agree not to do any act or thing that would be contrary to the spirit, intention or purpose of the SPP;
  - (ii) warrant that all details and statements in your Application are true and complete and not misleading;
  - (iii) agree that your Application will be irrevocable and unconditional (that is, it cannot be withdrawn);
  - (iv) warrant that you are an Eligible Shareholder and are eligible to participate in the SPP;
  - (v) acknowledge that no interest will be paid on any Application Monies held pending the issue of SPP Shares or subsequently refunded to you for any reason;
  - (vi) acknowledge that the Company, its officers and agents are not liable for any consequences of the exercise or non-exercise of its discretions referred to in these terms and conditions;
  - (vii) acknowledge and agree that:
    - (A) you are not in the United States and are not acting for the account or benefit of a person in the United States (in the event

- that you are acting for the account or benefit of a person in the United States, you are not applying for, or acquiring, any SPP Shares for the account or benefit of that person);
- (B) the SPP Shares have not been, and will not be, registered under the Securities Act or the securities laws of any state or other jurisdiction of the United States, and accordingly, the SPP Shares may not be offered, sold or otherwise transferred, directly or indirectly, in the United States;
  - (C) you have not, and will not, send this Booklet or any materials relating to the SPP to any person in the United States;
  - (D) if in the future you decide to sell or otherwise transfer the SPP Shares, you will only do so in a regular way for transactions on the 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; and
  - (E) if you are acting as a trustee, nominee or Custodian, each Eligible Beneficiary on whose behalf you are applying for and acquiring SPP Shares is resident in Australia or New Zealand and is not in the United States, and you have not sent this Booklet, or any materials relating to the SPP, to any person outside Australia and New Zealand;
- (viii) if you are applying on your own behalf (and not as a Custodian) acknowledge and agree that:
- (A) you are not applying for SPP Shares with Application Monies of more than \$30,000 under the SPP (including by instructing a Custodian to acquire SPP Shares on your behalf under the SPP);
  - (B) the total of Application Monies for the following does not exceed \$30,000:
    - (I) the SPP Shares the subject of the Application;
    - (II) any other Shares issued to you under the SPP or any similar arrangement in the 12 months before the Issue Date;
    - (III) any other SPP Shares which you have instructed a Custodian to acquire on your behalf under the SPP; and
    - (IV) any other Shares issued to a Custodian in the 12 months before the Issue Date as a result of an instruction given by you to the Custodian to apply for Shares on your behalf under an arrangement similar to the SPP;
- (ix) if you are a Custodian and are applying on behalf of an Eligible Beneficiary on whose behalf you hold Shares, acknowledge and agree that:



- (A) you are a Custodian (as that term is defined in *ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547*;
- (B) you held Shares on behalf of the Eligible Beneficiary or Downstream Custodian as at the Record Date who has instructed you to apply for SPP Shares on their behalf under the SPP and that that Eligible Beneficiary has been given a copy of this Booklet;
- (C) you are not applying for SPP Shares on behalf of any Eligible Beneficiary or Downstream Custodian with Application Monies of more than \$30,000 under the SPP and similar arrangement in the 12 months before the Issue Date; and
- (D) the information in the Custodian Certificate submitted with your Application is true, correct and not misleading;
- (x) accept the risk associated with any refund that may be dispatched to you by direct credit or cheque to your address shown on the Register;
- (xi) are responsible for any dishonour fees or other costs the Company may incur in presenting a cheque for payment which is dishonoured;
- (xii) agree to be bound by the Constitution of the Company (as amended and as it may be amended from time to time in the future);
- (b) acknowledge that none of the Company, 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;
- (c) authorise the Company, and its officers and agents, to do anything on your behalf necessary for SPP Shares to be issued to you in accordance with these terms and conditions;
- (d) acknowledge that the Company may at any time irrevocably determine that your Application is valid, in accordance with the terms and conditions of the SPP, even if the Application Form is incomplete, contains errors or is otherwise defective; and
- (e) authorise the Company, and its officers and agents, to correct minor or easily rectified errors in, or omissions from, your Application Form and to complete the Application by the insertion of any missing minor detail.

#### **4.9 Scale-back**

- (a) The SPP will be conducted in compliance with ASX Listing Rule 7.2 (exception 5). The SPP will be capped at \$3,000,000. Accordingly, if the SPP is oversubscribed, the Company may in its discretion undertake a scale-back of Applications for SPP Shares to the extent and in the manner it sees fit.
- (b) If there is a scale-back, you may receive less than the parcel of SPP Shares for which you have applied.
- (c) If a scale-back produces a fractional number of SPP Shares when applied to your parcel, the number of SPP Shares you will be allotted will be rounded down to the nearest whole number of SPP Shares. Unless the Company exercises its right to scale-back Applications or refunds amounts by reason of



not receiving one of the amounts designated on the Application Form (in which case, it will return any excess Application Monies to you by cheque), the Company will retain any excess Application Monies and pay such amount as a donation to a charity nominated by the Company.

- (d) Any Application Monies received that are to be refunded, must be refunded without interest as soon as practicable in accordance with the requirements of the Corporations Act.

#### **4.10 Shortfall**

The offer under the SPP is not underwritten. To the extent that there is a shortfall in the subscription for SPP Shares under the SPP (**Shortfall**), the Directors of the Company reserve the right to issue the SPP Shares that comprises of the Shortfall to Institutional Investors at their absolute discretion, to the extent that any such placement of SPP Shares under the Shortfall can be made by the Company having regard to ASX Listing Rule 7.1. The Company advises that as of the date of this Booklet, the Company has limited capacity remaining under ASX Listing Rule 7.1.

#### **4.11 Dispute resolution**

- (a) The Company may settle, in any manner it deems, any difficulties, anomalies, or disputes which may arise in connection with the operation of the SPP whether generally or in relation to any participant or any Application for SPP Shares, and its decision shall be conclusive and binding on all participants and other persons to whom the determination relates.
- (b) The powers of the Company under these terms and conditions may be exercised by the Directors or any delegate or representative of the Directors.

#### **4.12 Variation and termination**

- (a) The Company reserves the right at any time to:
  - (i) amend or vary these terms and conditions;
  - (ii) waive strict compliance with any provision of these terms and conditions;
  - (iii) withdraw the SPP Offer or suspend or terminate the SPP;
  - (iv) vary the timetable for the SPP, including the Closing Date; and
  - (v) not accept an Application, not issue SPP Shares or issue SPP 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 or Downstream Custodian).
- (b) In the event that the SPP is withdrawn or terminated, all Application Monies will be refunded as soon as practicable in accordance with the requirements of the Corporations Act. No interest will be paid on any money returned to you.

#### **4.13 Privacy policy**

- (a) Chapter 2C of the Corporations Act requires information about you as a Shareholder (including your name, address and details of the securities you hold) to be included in the public register of the entity in which you hold securities. This information must continue to be included in the public register if you cease to be a Shareholder.

- (b) The Company and Automic Registry Services may collect personal information to process your Application, implement the SPP and administer your Shareholding. The personal information contained in the Register is also used to facilitate payments and corporate communications (including financial results, annual reports and other information to be communicated to Shareholders) and to ensure compliance with legal and regulatory requirements, including Australian taxation laws and the Corporations Act.
- (c) Your personal information may be disclosed to joint investors, Automic Registry Services, to securities brokers, to third party service providers, including print and mail service providers, technology providers and professional advisers, to related entities of the Company and its agents and contractors, and to ASX and other regulatory authorities, and in any case, where disclosure is required or allowed by law (which may include disclosures to the Australian Taxation Office and other government or regulatory bodies or where you have consented to the disclosure). In some cases, the types of organisations referred to above to whom your personal information may be disclosed may be located overseas.
- (d) Automic Registry Services' privacy policy is available on its website: [www.automicgroup.com.au/privacy-policy/](http://www.automicgroup.com.au/privacy-policy/).

#### **4.14 Governing law**

- (a) These terms and conditions are governed by the laws in force in New South Wales. Any dispute arising out of, or in connection with, these terms and conditions, or the SPP Offer, will be determined in accordance with the laws in force in New South Wales.
- (b) By accepting the SPP Offer, you agree to submit to the non-exclusive jurisdiction of the courts in New South Wales.
- (c) Other terms and conditions, rights and obligations of SPP Shares are contained in the Constitution of the Company.
- (d) The terms and conditions of the SPP prevail to the extent of any inconsistency with the Application Form.

## 5 ADDITIONAL INFORMATION: ACQUISITION AND PLACEMENT

### 5.1 Overview

As announced on 31 January 2020, the Company has entered into a binding agreement to acquire 100% of the issued share capital in Red Tricycle Inc., a leading, trusted and highly complementary parenting platform and family business directory marketplace based in America. In conjunction with the Acquisition, the Company is conducting the Placement and this SPP to part-fund the Acquisition and raise additional funds for working capital purposes to support the integration and growth of the combined business.

Investors have also given firm commitments for a further \$4m to acquire the secondary shares that are being sold by Australian based co-founders Stephen O'Young and Sarah-Jane Kurtini in a coordinated joint transaction.

Eligible Shareholders are encouraged to refer to the Company's announcements on 31 January 2020, available on the ASX platform, including the annexed Investor Presentation (**Transaction Announcements**) for further information. The Transaction Announcements contain further information regarding the transaction described above including information about Red Tricycle, the material terms of the Acquisition and the Placement and the key risks associated with the Acquisition. The below is a summary of the information disclosed in Transaction Announcements and does not purport to be exhaustive.

### 5.2 Acquisition

As announced by the Company on 31 January 2020, the Company has entered into a binding agreement to acquire 100% of the issued share capital in Red Tricycle.

Red Tricycle is a trusted US-based content and business directory platform focused on parents and kids from 0 to 13 years of age and with over 10.5 million in social reach. The Company believes that the Acquisition will, among things, extend the Company's retention through the parenting journey given Red Tricycle's child age profile goes up to 13 years and expands the Company's value proposition to brands through a broader content platform.

The consideration for 100% of the issued share capital of Red Tricycle is USD7,650,000, payable as follows to the Red Tricycle shareholders:

- (a) 85% in cash (approx. AUD9.35M) (funded via the Placement); and
- (b) 15% in Shares (approx. 825K Shares).

Completion of the Acquisition is subject to a number of conditions. Completion of the SPP is not a condition of completion of the Acquisition. Provided these conditions are satisfied (or waived), the Acquisition is expected to complete on or around 17 February 2020.

Please refer to the Transaction Announcements including the annexed Investor Presentation for further information regarding the Acquisition.

### 5.3 Placement

As announced by the Company on 31 January 2020, the Company has successfully secured commitments to raise \$12 million via a placement of 6,000,000 new Shares to new and existing Institutional Investors. The Placement is being conducted at the same price as the SPP, being \$2.00 per Share.



The proceeds of the Placement will be used to part-fund the acquisition of Red Tricycle (approx. AUD\$9.35M) and provide additional growth capital for the combined business following completion of the Acquisition.

Please refer to the Transaction Announcements, including the annexed Investor Presentation, for further information regarding the Placement.

## 6 GLOSSARY

In this Booklet, the following capitalised terms have the following meanings (unless the context requires otherwise).

DEFINED TERM	MEANING
<b>Application</b>	your application for SPP Shares under this SPP.
<b>Application Form</b>	your personalised application form enclosed with this Booklet.
<b>Application Monies</b>	the monies received from each Eligible Shareholder.
<b>Acquisition</b>	the proposed acquisition of Red Tricycle by the Company.
<b>ASIC</b>	Australian Securities & Investments Commission.
<b>ASX</b>	ASX Limited ACN 008 624 691 or the market operated by it as the context requires.
<b>ASX Listing Rules</b>	the official listing rules of ASX, as amended or replaced from time to time.
<b>Automic Registry Services</b>	Automic Pty Ltd ABN 27 152 260 814.
<b>Beneficiary</b>	either or both of the following: <ul style="list-style-type: none"> <li>• one or more persons on whose behalf a Custodian holds Shares; and/or</li> <li>• another custodian (a Downstream Custodian) on whose behalf a Custodian holds Shares where the Downstream Custodian holds the beneficial interests in the Shares on behalf of one or more persons.</li> </ul>
<b>Booklet</b>	this SPP offer booklet.
<b>Closing Date</b>	5:00pm (AEDT) on Friday, 21 February 2020, or such other date as the Company determines.
<b>Company</b>	Tinybeans Group Ltd ACN 168 481 614.
<b>Constitution</b>	the constitution of the Company as amended or replaced from time to time.
<b>Corporations Act</b>	the <i>Corporations Act 2001</i> (Cth).
<b>Custodian</b>	a custodian as defined in section 4 of <i>ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547</i> .
<b>Custodian Certificate</b>	a certificate complying with section 8(3) of <i>ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547</i> .

<b>Director</b>	a director of the Company.
<b>Downstream Custodian</b>	a downstream custodian as defined in section 8 of <i>ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547</i> .
<b>Eligible Beneficiary</b>	a Beneficiary of a Custodian with a registered address in either Australia or New Zealand as at the Record Date, provided that such Beneficiary is not in the United States.
<b>Eligible Shareholder</b>	a Shareholder who is a registered holder of Shares on the Record Date with a registered address in either Australia or New Zealand unless such Shareholder is in the United States or is acting for the account or benefit of a person in the United States (in which case such Shareholder will not be eligible to participate in respect of the Shares held for the account or benefit of that person in the United States)
<b>Institutional Investor</b>	sophisticated investors pursuant to s 708(8) of the Corporations Act and professional investors pursuant to s 708(11) of the Corporations Act.
<b>Investor Presentation</b>	the investor presentation released by the Company on ASX on 31 January 2020, which is also annexed to this Booklet.
<b>Issue Date</b>	Tuesday, 3 March 2020, or such other date as the Company determines.
<b>Issue Price</b>	\$2.00, being the price per SPP Share.
<b>Offer Period</b>	the period commencing on the Opening Date and ending on the Closing Date.
<b>Opening Date</b>	Friday, 7 February 2020.
<b>Placement</b>	the placement of 6,000,000 new Shares to Institutional Investors raising a total of \$12,000,000 (before costs), as announced on 31 January 2020.
<b>Record Date</b>	7.00pm (AEDT) on Thursday, 30 January 2020.
<b>Red Tricycle</b>	Red Tricycle Inc.
<b>Register</b>	the register of Shareholders.
<b>Securities Act</b>	the United States Securities Act of 1933, as amended or replaced from time to time.
<b>Share</b>	a fully paid ordinary share in the Company.
<b>Shareholder</b>	a registered holder of a Share.



<b>Shortfall</b>	has the meaning in section 4.10 of this Booklet.
<b>SPP</b>	the share purchase plan offer made to Eligible Shareholders under this Booklet.
<b>SPP Offer</b>	the offer for Eligible Shareholders to purchase up to \$30,000 worth of SPP Shares under the SPP on the terms set out in this Booklet.
<b>SPP Shares</b>	the new Shares offered under the SPP.
<b>Transaction Announcements</b>	the Company's announcements on 31 January 2020 including the annexed Investor Presentation, which are available on the ASX platform.



## **7 CORPORATE DIRECTORY**

### **Company**

Tinybeans Group Ltd  
Level 1, 26-28 Wentworth Avenue  
Surry Hills NSW  
AUSTRALIA 2010

### **Registry**

Automic Pty Ltd  
Level 5, 126 Phillip Street  
Sydney NSW 2000  
[www.automicgroup.com.au](http://www.automicgroup.com.au)

### **Legal Adviser**

Automic Legal Pty Ltd  
Level 5, 126 Phillip Street  
Sydney NSW 2000  
[www.automicgroup.com.au](http://www.automicgroup.com.au)





## **ANNEXURE – INVESTOR PRESENTATION**



# Acquisition of Red Tricycle Inc and Capital Raise

January 31, 2020



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# Disclaimer

This presentation ("this Presentation") has been prepared by Tinybeans Group Limited [ABN 46 168 481 614] ("Tinybeans" or the "Company") and Red Tricycle Inc. ("RTI") and is dated 31 January 2020.

## Summary information

This Presentation contains summary information about the current activities of Tinybeans and RTI and the proposed acquisition of RTI by Tinybeans and associated capital raising announced by Tinybeans today. (Transaction) The information in this Presentation is of a general nature and does not purport to be complete. This Presentation does not purport to contain all the information that an investor should consider when making an investment decision nor does it contain all the information which would be required in a disclosure document or prospectus prepared in accordance with the requirements of the Corporations Act.

This Presentation does not include all the information pertaining to the Transaction and shareholders should carefully consider all information lodged with ASX. Furthermore, the Transaction is subject to a number of conditions which may or may not be satisfied, therefore the proposed acquisition may not proceed as described or at all. Certain information in this Presentation has been sourced from RTI or Tinybeans and its associates. While steps have been taken to review that information, no representation or warranty, expressed or implied, is made as to its fairness, accuracy, correctness, completeness or adequacy. Certain market and industry data used in connection with this Presentation may have been obtained from research, surveys or studies conducted by third parties, including industry or general publications. Neither RTI or Tinybeans nor its representatives have independently verified any such market or industry data provided by third parties or industry or general publications.

## Not financial product advice

This Presentation has been prepared without taking into account the objectives, financial situation or needs of any particular investor.

Before making an investment decision, prospective investors should consider the appropriateness of the information having regard to their own objectives, financial situation and needs and seek appropriate advice, including financial, legal and taxation advice appropriate to their jurisdiction.

## Future performance

This Presentation may contain forward looking statements, opinions or estimates. Any forward looking statements, opinions or estimates contained in this Presentation are not guarantees or predictions of future performance and involve known and unknown risks and uncertainties and other factors, many of which are beyond the control of Tinybeans or RTI, and may involve significant elements of subjective judgement and assumptions and contingencies as to future events which may or may not be correct which are subject to change without notice, as are statement about market and industry trends, which are based on interpretations of current market conditions. Those statements reflect views only as at the date of this Presentation. The actual results may differ materially from anticipated results, performance of achievement expressed, projected or implied by these forward looking statements.

While Tinybeans and RTI believe that the statements contained in this Presentation are reasonable, neither Tinybeans nor RTI nor any other person gives any assurance or guarantee that the occurrence of the events expressed or implied in the Presentation will actually occur and investors are cautioned not to place undue reliance on those statements.

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Tinybeans and RTI, severally, make no recommendation as to whether any person should acquire securities of either RTI or Tinybeans. Opinions expressed herein are current opinions only as of the date indicated and are subject to change.

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All references to dollars, cents or \$ in this presentation are to AUD currency, unless otherwise stated.

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# Key Highlights

<b>Acquisition of Red Tricycle</b>	<ul style="list-style-type: none"><li>• <b>Tinybeans (TNY)</b> to acquire 100% of <b>Red Tricycle Inc (Red Tricycle)</b> – <a href="http://www.redtri.com">www.redtri.com</a> - Red Tricycle is one of the world's leading parenting websites</li><li>• Red Tricycle is a website and business directory platform focused on parents with kids 0 – 13 years of age</li><li>• Revenue of \$5.27M* AUD and EBITDA of \$778K* AUD for CY 2019</li><li>• 2M monthly active users, 10.5M social reach</li></ul>
<b>Scale Up &amp; Fit</b>	<ul style="list-style-type: none"><li>• Increase in TNY active user base from 1.37M to c. 3.37M (increase of &gt; 100%)</li><li>• Expansion of value proposition (an in-turn revenues) to TNY clients by offering the Red Tricycle platform</li><li>• Extends TNY's retention through the parenting journey given Red Tricycle's child age profile goes up to 13 years (TNY targets 0-6 age children)</li></ul>
<b>Transaction</b>	<ul style="list-style-type: none"><li>• Acquisition Consideration of ~\$9.35M AUD cash and ~825K shares at \$2.00 per share</li><li>• All Consideration Shares will be escrowed for 12 months from issuance</li></ul>
<b>Strategy</b>	<ul style="list-style-type: none"><li>• Continues Tinybeans' strategy of extending reach (to age 13 children) and accelerating growth while attracting more ad dollars from big brands and driving more engagement across active users</li><li>• Accelerates "marketplace" strategy: 600+ small businesses to be integrated onto one platform and looks to diversify revenue streams</li></ul>
<b>Financial Metrics</b>	<ul style="list-style-type: none"><li>• Acquisition multiple of 2.1x CY19 EV/Revenue* or \$5.50 AUD per active user</li><li>• The underlying businesses plan is to be cashflow positive in CY2020</li></ul>

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\* Unaudited Accounts

\*\* Based on adding CY 2019 unaudited revenues of both entities

# Transaction Summary



Transaction Overview	<ul style="list-style-type: none"><li>• Tinybeans to acquire 100% of Red Tricycle for the following consideration:<ul style="list-style-type: none"><li>• ~\$9.35 million AUD in cash to the shareholders</li><li>• ~825K Consideration Shares in TNY under the terms of the Acquisition</li><li>• All Consideration Shares are to be escrowed for 12 months from issue</li></ul></li></ul>
Equity Raising	<ul style="list-style-type: none"><li>• The Equity Raising will consist of a Placement and Share Purchase Plan (SPP) of New Shares in TNY as follows:<ul style="list-style-type: none"><li>• A Placement of <b>\$12 million</b> at an Offer Price of <b>\$2.00</b> per share to fund the cash component of the acquisition and working capital; plus</li><li>• A Share Purchase Plan (SPP) to raise up to <b>\$3 million</b> via the issue of ordinary shares to existing shareholders with an indicative share price of <b>\$2.00</b> per share</li></ul></li><li>• A sell down by founder shareholders (excluding CEO) of up to <b>\$4 million</b> at the same price as the Equity Raising with their remaining shares been put into escrow for 6 months</li></ul>
Timing and Conditions	<ul style="list-style-type: none"><li>• Tinybeans signed a Merger Agreement (with the Tinybeans US operation) to acquire Red Tricycle Inc (subject to this equity raising) on January 31, 2020</li><li>• The Acquisition is expected to complete on or around middle of February 2020</li><li>• Tinybeans to trade as a combined business from middle of February 2020</li></ul>

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# Tinybeans Overview

- Tinybeans Group Limited (ASX: TNY) is a mobile and web-based technology platform that connects parents with the most trusted digital tools and resources on the planet to help every family thrive. Being Apple's App of the Day in the U.S. in October 2019 puts Tinybeans in the elite company of best apps in the world.
- Tinybeans serves a deeply engaged user base of over 3.7M members and over 1.37M monthly active users in over 200 countries/territories and enjoys over 90,000 5-star reviews in the Apple App Store and the Google Play stores.
- Every day millions of people including celebrities, politicians and high-profile families rely on Tinybeans as their primary platform for capturing and sharing their children's life stories while engaging in valuable and personalised content to help them in the journey of parenting.

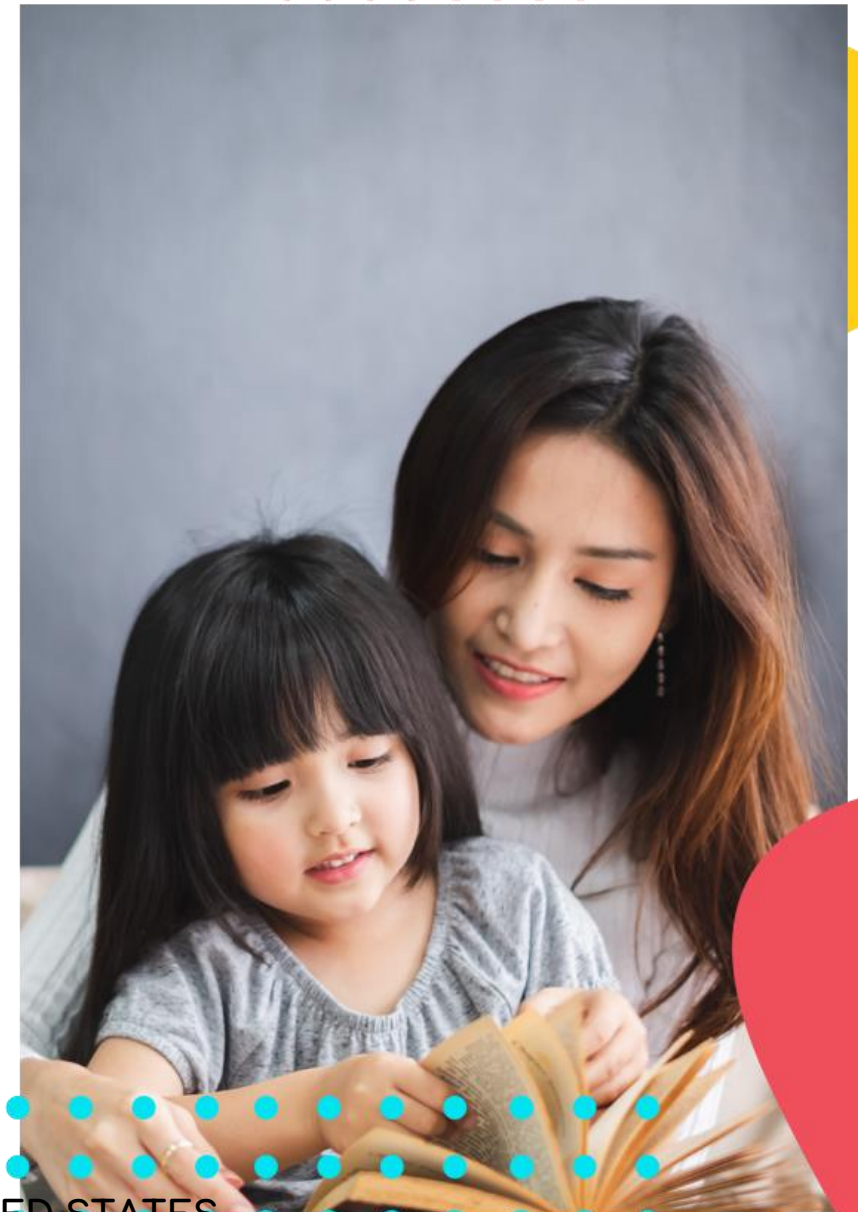
## CY2019 Highlights

- Doubling advertising revenue from CY 2018 to 2019 to circa \$3.5M\* and growing overall revenues to \$4.6M\* (growth of 71%).
- Passing 3.7M registered users and 1.37M Monthly Active Users (MAU).
- Featured as Apple's "App of the Day" in the U.S. and 100+ other countries and annualized NPS of 70, which is considered "world class\*\*".
- Closed the 100th Brand Partnership deal and cemented relationships with big brands like Lego, Haven Life, Macmillan Kids and Spin Master.
- Launched new content platform, insights offerings, ecommerce, polls and many more features that will be built upon in 2020.

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\* Unaudited Accounts

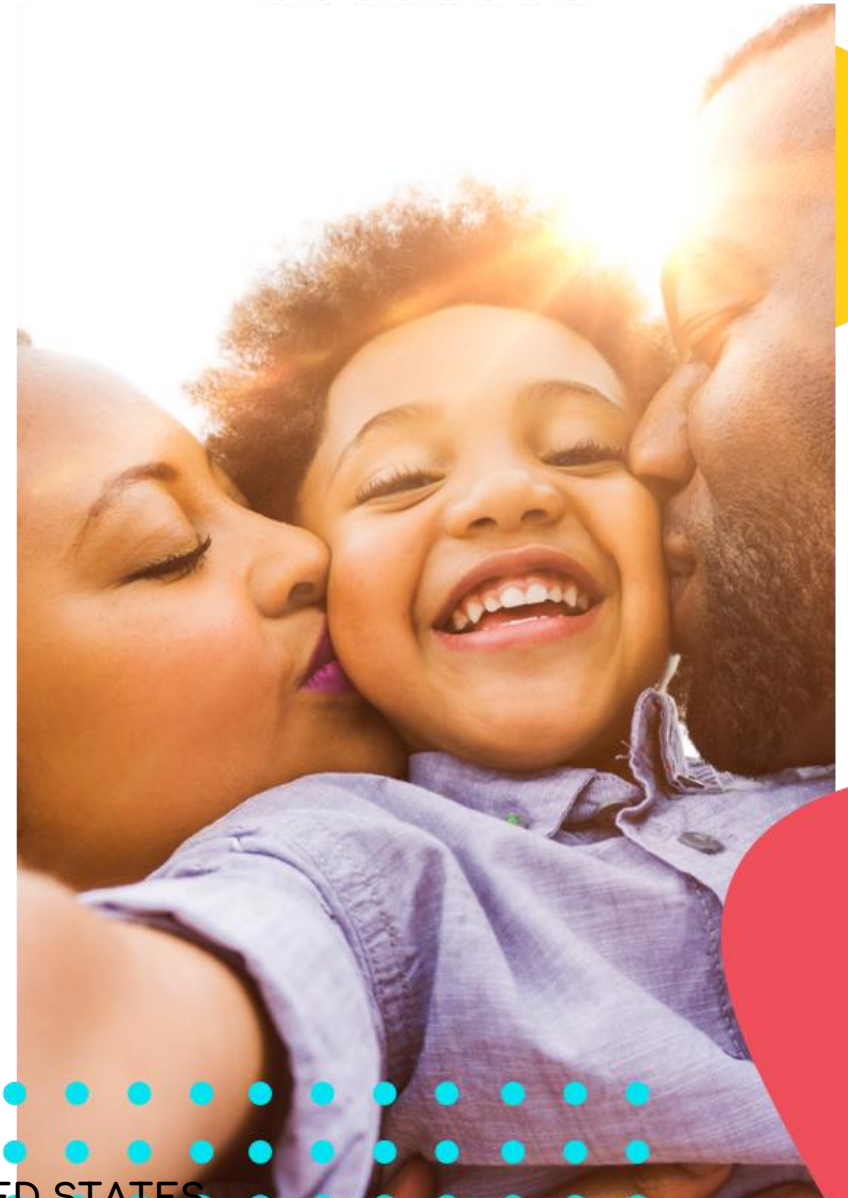
\*\* <https://www.questionpro.com/blog/nps-considered-good-net-promoter-score/amp/>



# Q2 FY20 Company Performance (TNY pre acquisition)

- Monthly Active Users (MAU) grew to over 1.37M, up 100K on the previous quarter
- Registered users hit 3.7M, growth of over 150K new users in the previous quarter
- H1-FY20 revenue of \$2.35M, an increase of 40% on H1-FY19
- Several key brand partnership deals (> \$300K US) deferred into H2-FY20. Expecting far stronger H2-FY20
- Premium revenue for Q2-FY20 was a record \$255K, up 42% on Q1-FY19 with total paid subscriptions hitting over 18,600 (up 1,300 on Q1-FY20)
- Key investment areas of ecommerce, polls, 3rd party login launched and being optimized in 2020
- Cash Balance as at end of Q2 of \$4.75M (before capital raise)
- Cash burn for Q2-FY20 of \$498K, made up of; \$71K - One off costs, \$534K - Product invest related, positive gain of \$107K from core product related expenses.
- Tinybeans turned cash flow positive on the core product revenue in the quarter (excludes growth investment in new product).

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# Red Tricycle Overview

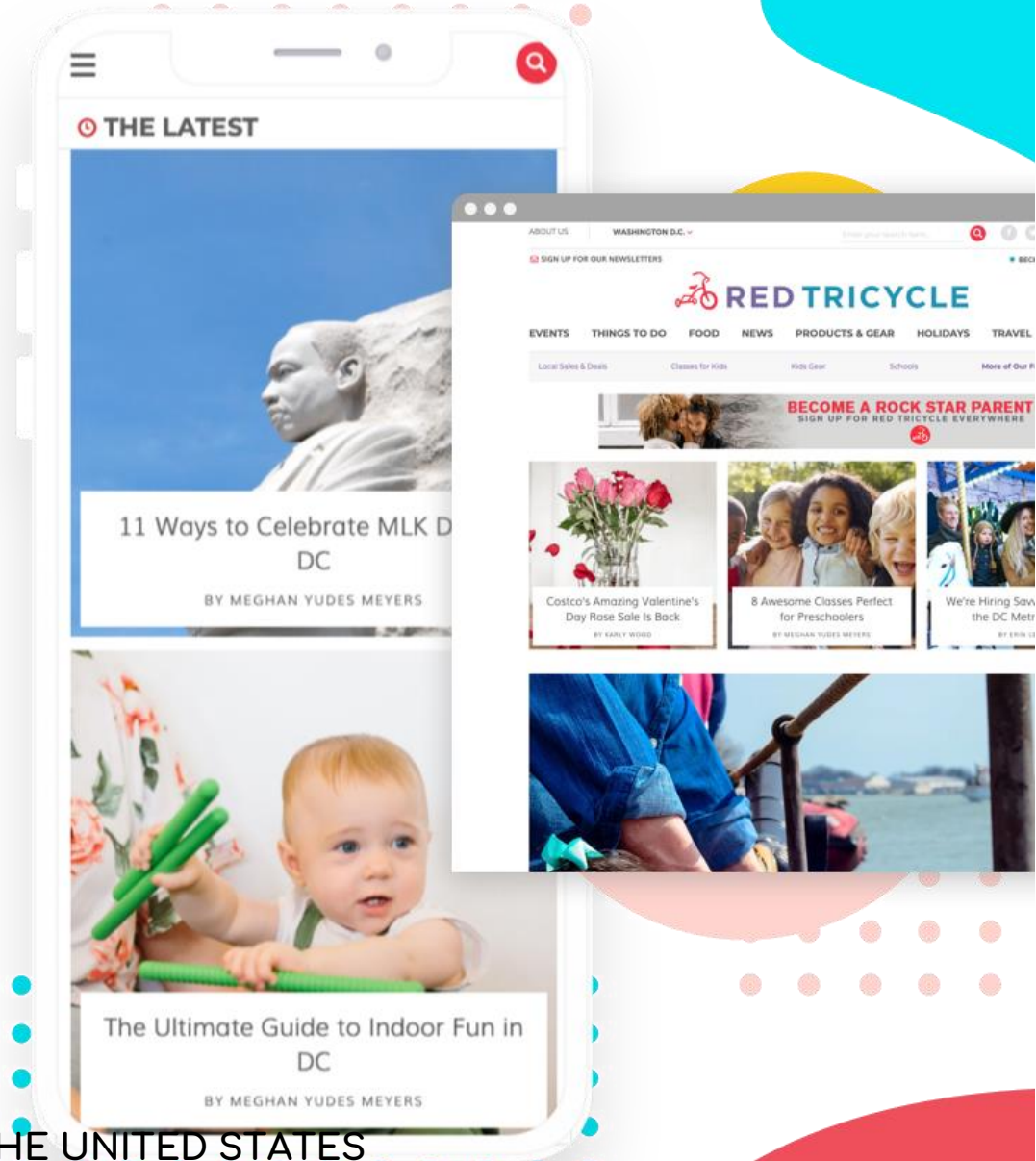
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# About Red Tricycle

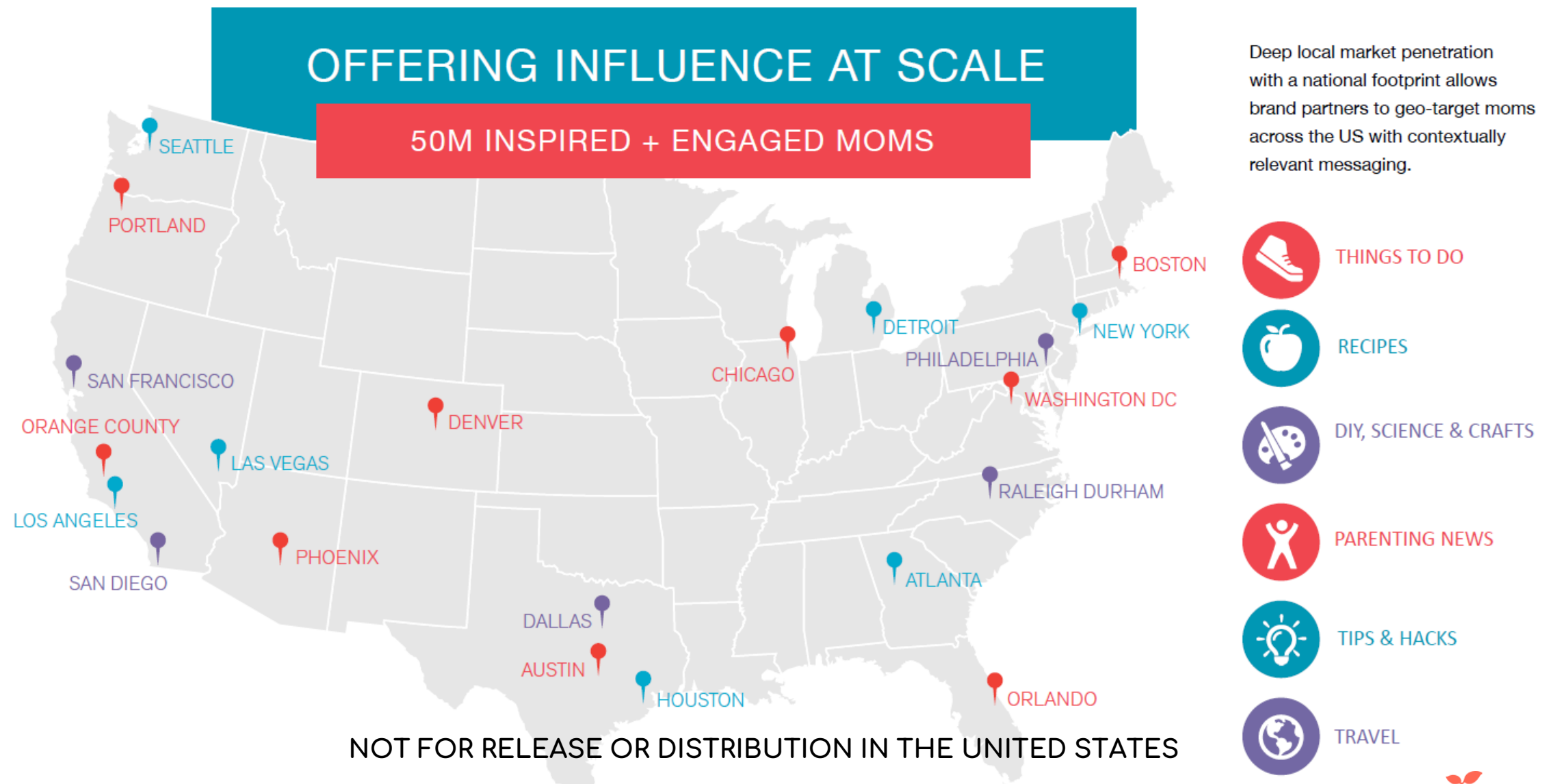
- Red Tricycle is one of the world's leading parenting websites reaching over 2 million unique parents monthly – [www.redtri.com](http://www.redtri.com)
- Red Tricycle is a trusted content and business directory platform focused on parents and kids from 0 – 13 years of age and with over 10.5M in social reach
- Red Tricycle has deep content in 60+ U.S. markets with 30,000 active events recorded and marketed on the site
- Top clients include: Amazon (multiple departments), Nickelodeon, Smuckers, Disney (multiple divisions), Paramount, Nike, Egglands Best. Top ten clients represent about 50% of revenue. The remainder is spread among 500 or so small businesses, with much of it recurring revenues
- Through Q4-2019, the website had over 2M monthly unique users and in Dec-2019 it generated over 12 million-page views
- Revenue of \$5.27M\* AUD and EBITDA of \$778K\* AUD for CY 2019
- Experienced longstanding leadership team strengthened by recent key appointments to scale operations and sales opportunities



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\* \$0.69 USD/AUD exchange rate used, and based on unaudited accounts provided by Red Tricycle

# Red Tricycle – Deep local market content



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50 million reference above is the potential market size in the markets highlighted here.

# Red Tricycle Growth Strategy



| CONTENT IS QUEEN

FOCUS ON POSITIVE DIGITAL CONTENT

## NATIONAL CONTENT

Ties into seasonal themes that resonate with moms across the US and inspires them to do something with their kids.

## LOCAL CONTENT

Practical and problem-solving, local content helps mom get things done in her city and neighborhood.

## EVENTS

Entertaining and actionable, local events are highly engaging as it connects mom with her community

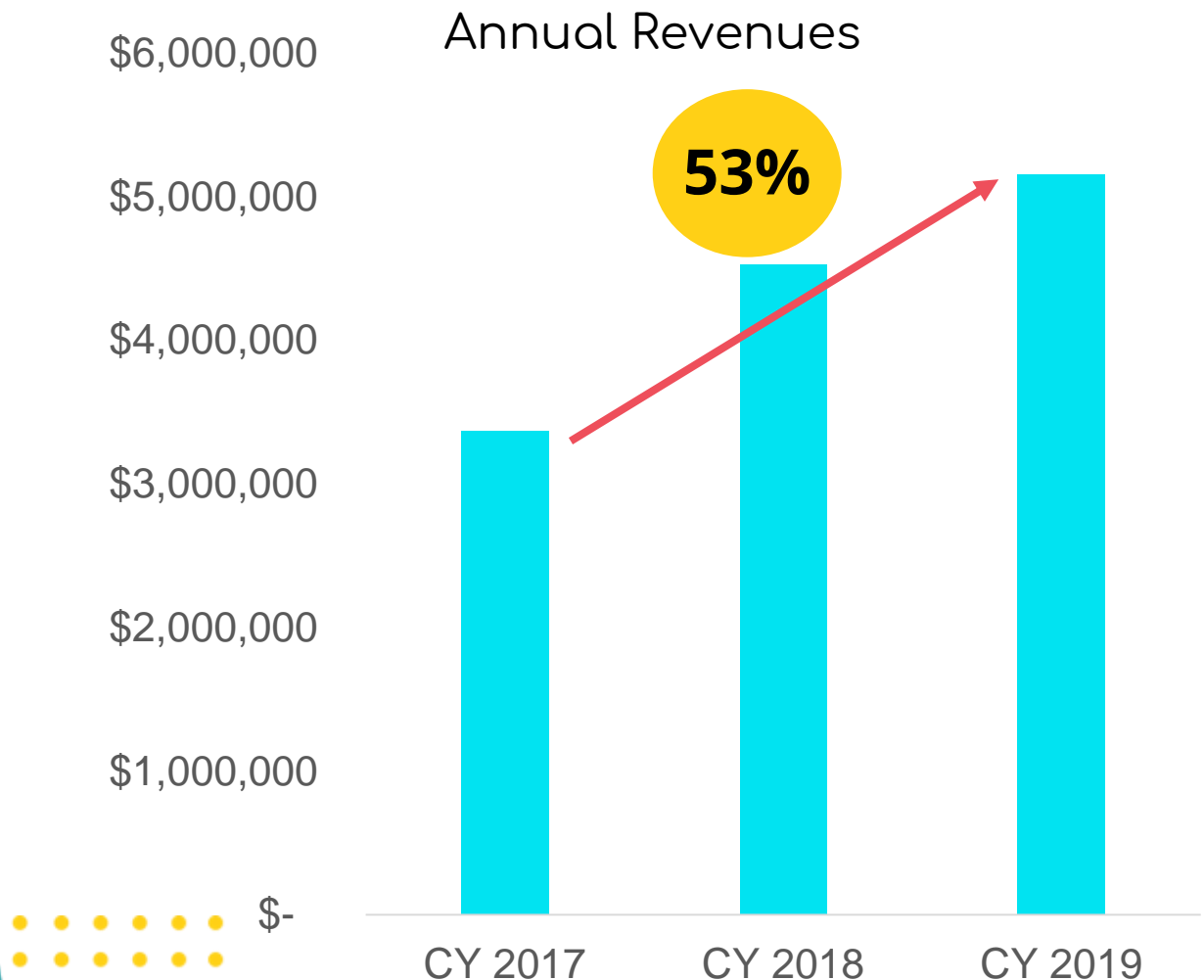
*Inspirational  
National Content*  
*How to Carve a Pumpkin*  
*Best Halloween Costumes*

*Practical  
Local Content*  
*Best Pumpkin Patches*  
*Where to Trick or Treat*

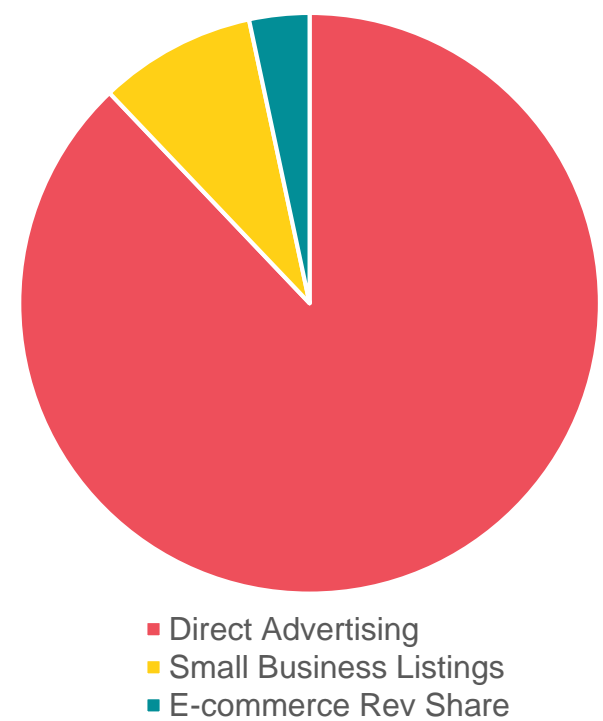
*Events*  
*Halloween events*  
*Costume Parades*  
*#redtricycle*

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# Red Tricycle Financials\*




















CY 2019 Revenue Breakdown



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\* \$0.69 USD/AUD exchange rate used, and based on unaudited accounts provided by Red Tricycle

# Tinybeans & Red Tricycle: a powerful combination

			Combined
<b>Key Metrics</b>			
Monthly Active	~1.37M	~2M	~3.37M
Registered Members	~3.7M	~0.7M	~4.4M
Social Reach	0.2M	10.5M	10.7M
CY19 Revenue (AUD)*	~\$4.6M	~\$5.2M	~\$9.8M
<b>Strategic Business Rationale</b>			
<b>Content Platform:</b> Significant content platform built out with scalable editorial system and syndication potential			
<b>E-commerce:</b> Product recommendations across both platform in their infancy. Once integrated and further invested in, this may be a significant revenue stream			
<b>Marketplace:</b> With over 600+ businesses on the Red Tricycle platform, with further investment, this accelerates the Tinybeans vision with sustainable revenue streams			
<b>App/Web Platform:</b> The combination of Tinybeans' iOS and Android apps with Red Tricycles Web platform, supports audiences irrespective of their channel choice			
<b>Big Brand Clients:</b> Huge cross sell opportunities across brand clients as very few currently buy from both. More inventory means more revenue potential			

\* Unaudited Accounts

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# Strong Strategic Fit: Tinybeans & Red Tricycle

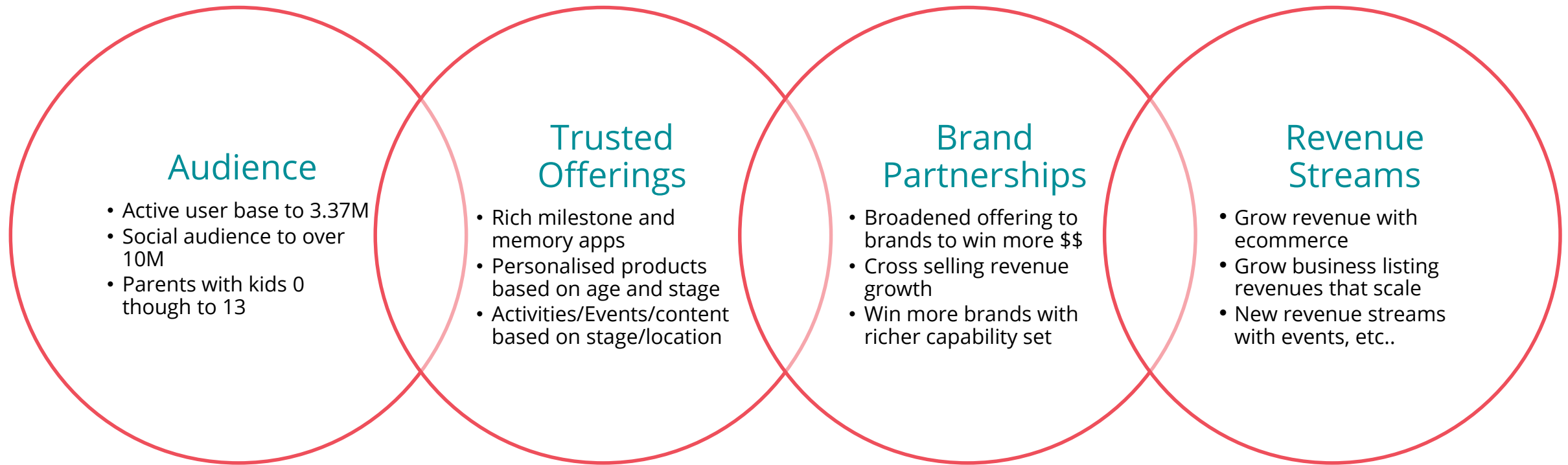
- Increases TNY's active user base to c. 3.37M
- Expands TNY's value proposition to brands through a broader content platform
- Improves ability to grow existing brand budgets and attract more brands looking for scale (i.e. supported with larger campaign budgets)
- Extends TNY's retention through the parenting journey given Red Tricycle's child age profile goes up to 13 years
- Upgrades TNY's reach with over 10M users on social
- Complements TNY's App + Web platform strategy
- Accelerates execution of TNY's marketplace strategy – more ways to capture and transact on the TNY platform
- 600+ small business service providers will be integrated into TNY's platform and be able to offer their products/ services to TNY's expanded user base
- Scope for cost synergies with tech and platform consolidation into the US
- Strengthens leadership team, development and sales and marketing capabilities
- Combined P & L may enable cash flow positivity in Calendar 2020

 Extends reach | Accelerates growth



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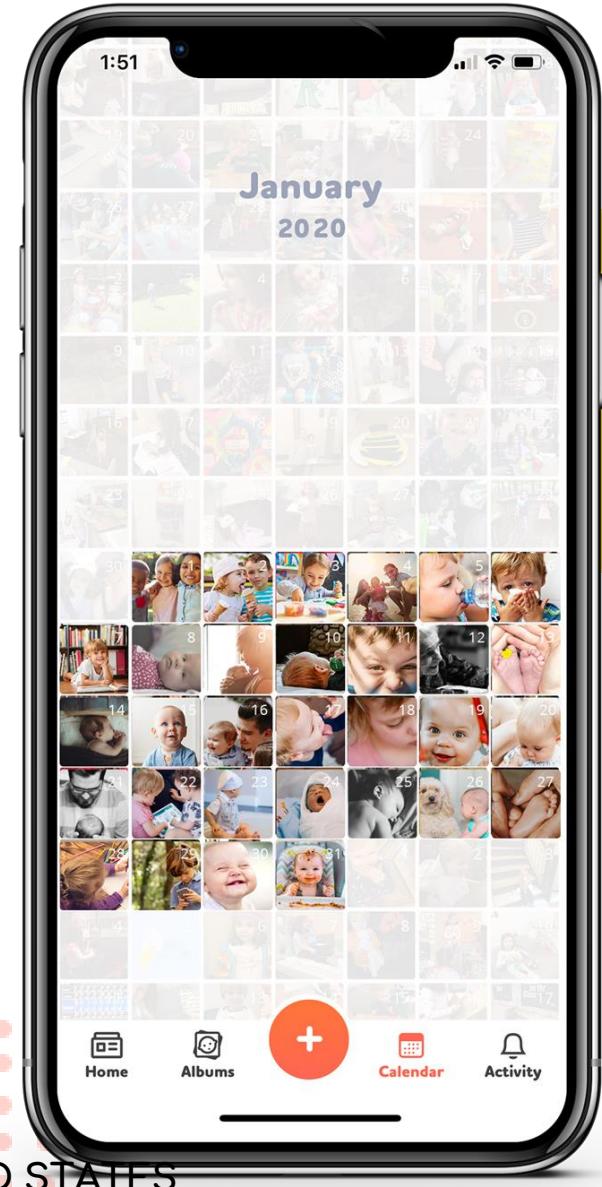
# Acquisition of Red Tricycle – Strategic Rationale



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# Product & Engineering to U.S.

- With over 95% of revenues and over 85% of the audience in the U.S. the consolidation to the U.S. makes strategic sense
- As part of the acquisition of Red Tricycle, the Tinybeans product and engineering capabilities based in the Sydney team, will be transitioned to the NY based team
- Australian based co-founders Stephen O'Young and Sarah-Jane Kurtini will be stepping down in their respective roles after assisting with the transition
- Modest increase in operating costs (~\$50K-\$80K pm) to be offset with expected uplift in revenues



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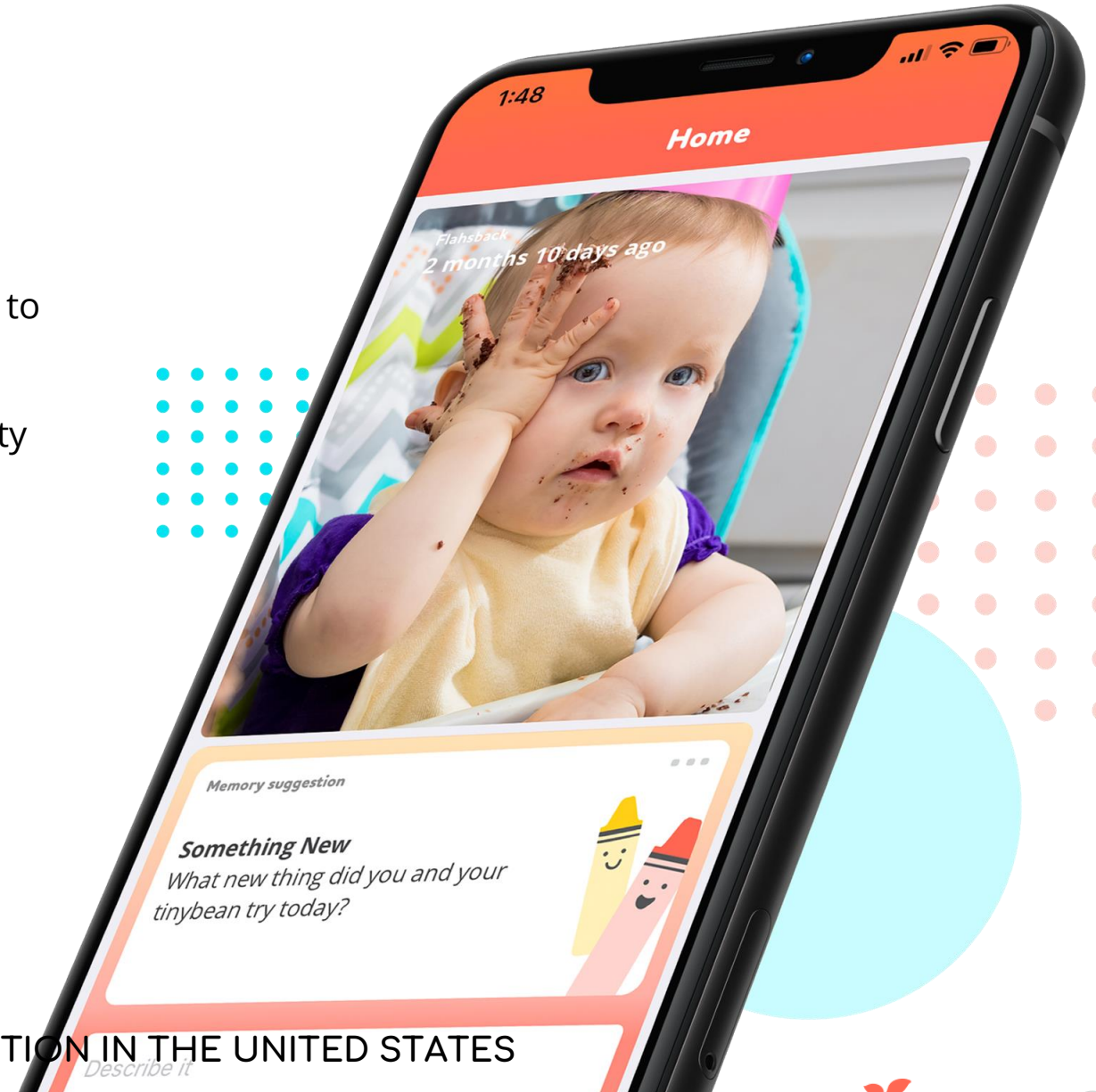
# Conclusion

- Compelling acquisition - firmly in line with TNY's strategy to become the leading, most trusted parent and family platform
- Enhances TNY's user base, social reach and value proposition to brands
- Upgrades TNY's app and web platform, and resource capability
- Accelerates marketplace strategy
- Strongly value accretive, Red Tricycle has strong sales growth, and positive EBITDA and cash flow

*"We have admired Red Tricycle for some time and are delighted to acquire the business. The transaction makes compelling strategic and financial sense. TNY will have far more users with extended reach and an upgraded value proposition to big brands. We look forward to delivering the anticipated synergy benefits and are well placed to deliver sustainable growth and long-term success."*

said Eddie Geller, TNY CEO.

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# Appendix A Transaction Details

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# Equity Funding and Terms

Acquisition Consideration	<ul style="list-style-type: none"><li>• Tinybeans to acquire 100% of Red Tricycle for the following consideration:<ul style="list-style-type: none"><li>• \$9.35 AUD million in cash to the shareholders</li><li>• ~825K Consideration Shares in TNY under the terms of the Acquisition</li><li>• All Consideration Shares are to be <u>escrowed for 12 months</u> from issuance</li></ul></li></ul>
Offer Structure	<ul style="list-style-type: none"><li>• The Equity Raising will consist of a Placement and Share Purchase Plan (SPP) of New Shares in TNY as follows:<ul style="list-style-type: none"><li>• A Placement of <b>\$12 million</b> at an Offer Price of <b>\$2.00</b> per share to fund the cash component of the acquisition and working capital; plus</li><li>• A Share Purchase Plan to raise up <b>to \$3 million</b> via the issue of ordinary shares to existing shareholders with an indicative share price of <b>\$2.00</b> per share</li></ul></li><li>• A sell down by founder shareholders (excluding CEO) of up to <b>\$4 million</b> at the same price as the Equity Raising with their remaining shares been put into <u>escrow for 6 months</u>.</li></ul>
Offer Price	<ul style="list-style-type: none"><li>• \$2.00 per share</li></ul>
Ranking	<ul style="list-style-type: none"><li>• New Shares issued under the Offer will rank pari passu with existing shares on issue</li></ul>

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# Indicative Equity Raising Timetable

Timetable	Date
TNY Trading Halt	9am, Wednesday, 29 <sup>th</sup> January, 2020
Bids Due	4pm, Wednesday, 29 <sup>th</sup> January, 2020
Placement Allocations Advised	6pm, Wednesday, 29 <sup>th</sup> January, 2020
Investor Confirmations due	12pm, Thursday, 30 <sup>th</sup> January, 2020
Announcement of the Acquisition and Equity Raising	10am, Friday, 31 <sup>st</sup> January, 2020
Settlement of Placement	Friday, 7 <sup>th</sup> February, 2020
Allotment of Placement Shares	Tuesday, 11 <sup>th</sup> February, 2020
Completion of Transaction	On or around Monday, 17 <sup>th</sup> of February, 2020

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# Capital Structure (pre SPP)

	Current TNY Capital Structure	Capital Raising and Acquisition Consideration	Post-Acquisition Capital Structure
Issue Price <sup>1</sup>	\$2.00	\$2.00	\$2.00
Ordinary Shares	38,634,479	6,825,000	45,459,479 <sup>2</sup>
Market Capitalisation at Offer Price	~\$77.3 million	N.A.	~\$90.9 million
Indicative Enterprise Value	~\$72.6 million <sup>3</sup>	N.A.	\$84.3 million <sup>3</sup>
Revenue	~\$4.6 million <sup>4</sup>	~\$5.2 million <sup>5</sup>	~\$9.8 million
Monthly Active Users	~1.37 million	~2 million	~3.37 million
Indicative EV/Revenue Multiple	~18x	~2.2x	~8.6x
Options on Issue	4,394,865 <sup>6</sup>	N.A.	4,394,865 <sup>6</sup>

\*Note:

1) All share price calculations are set at the Placement Offer Price for illustrative purposes

2) Estimated net cash position of ~\$6.6 million after transaction excluding SPP

3) Based on the issue price of \$2.00

4) TNY Unaudited Revenue CY19

5) Red Tricycle Unaudited Revenue CY19

6) Various exercise prices and expiry dates.

Includes the Placement and Consideration Shares only and excludes any additional shares to be issued under the Share Purchase Plan.

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# Appendix B Summary of Material terms

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# Summary of Material Terms

<b>Acquisition Structure</b>	<ul style="list-style-type: none"><li>• Tinybeans Group Limited (Tinybeans) will set up a wholly owned, US subsidiary which will then acquire and merge with Red Tricycle Inc (Red Tricycle) for cash and shares in Tinybeans.</li></ul>
<b>Conditions precedent to Completion</b>	<ul style="list-style-type: none"><li>• Completion of due diligence on Red Tricycle to the satisfaction of Tinybeans;</li><li>• Execution of new employment agreements by certain key Red Tricycle employees;</li><li>• Certain Red Tricycle employees entering into non-solicit and non-compete arrangements with Tinybeans;</li><li>• Red Tricycle shareholders entering into voluntary escrow arrangements for their consideration shares;</li><li>• Consent being obtained from material Red Tricycle customers and suppliers to the change of ownership (as required under relevant contracts);</li><li>• Tinybeans raising at least AUD\$12m via the Equity Raising;</li><li>• Tinybeans and Red Tricycle obtaining all necessary approvals to give effect to the Acquisition and Equity Raising; and</li><li>• Net Working Capital adjustment at Completion.</li></ul>
<b>Cash holdback and share escrow</b>	<ul style="list-style-type: none"><li>• Cash holdback – A portion of the cash consideration (approx. USD\$650,000) will be held back for the purposes of satisfying, at least in part, any indemnity claim by Tinybeans against Red Tricycle shareholders (see below), with 100% released 15 months after completion.</li><li>• Share escrow – The consideration shares will be voluntarily escrowed by those recipients for a period of 12 months from their date of issue.</li></ul>

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Please note that this is a summary of the material terms of the Acquisition of Red Tricycle Inc. by Tinybeans Group Limited and therefore does not contain every detail of the Acquisition Agreement. It is also subject to change as the Acquisition Agreement is still being finalized.

# Summary of Material Terms

## Warranties & indemnities

- Warranties and representations by:
  - Red Tricycle including as to corporate standing, property, intellectual property, financial statements, tax, employment and other matters; and
  - Tinybeans and its acquisition vehicle in relation to corporate standing and authority.
- Subject to certain limitations, indemnities from each Red Tricycle shareholder, severally including for any breach of warranty or covenant by Red Tricycle, unpaid transaction expenses and fraud by Red Tricycle or a Red Tricycle shareholder.

## Termination

- In addition to standard termination provisions (e.g. by mutual consent or for material breach), the Acquisition Agreement may be terminated:
  - by Tinybeans at any time prior to completion of the Acquisition if Tinybeans has not completed its due diligence review on Red Tricycle to its satisfaction on or around 31 January 2020; or
  - by either Tinybeans or Red Tricycle if the Acquisition does not complete by 15 March 2020.

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# Appendix C

## Key Risks

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# Key Risks: Introduction

This section discusses some of the key risks associated with an investment in New Shares in Tinybeans. These risks may affect the future operating and financial performance of Tinybeans (both standalone and post-Acquisition, as applicable) and the value of Tinybeans shares.

The risks set out below are not listed in order of importance and do not constitute an exhaustive list of all risks involved with an investment in Tinybeans.

Before investing in Tinybeans, you should consider whether this investment is suitable for you. Potential investors should carefully review publicly available information on Tinybeans (such as that available on the websites of Tinybeans and ASX), carefully consider their personal circumstances (including the ability to lose all or a portion of their investment) and consult their professional advisers before making an investment decision. Additional risks and uncertainties that Tinybeans is unaware of, or that it currently considers to be immaterial, may also become important factors that adversely affect Tinybeans's operating and financial performance (both standalone and post-Acquisition, as applicable).

Nothing in this Presentation is a financial product or tax advice and this document has been prepared without taking into account your investment objectives or personal circumstances. Tinybeans is not licensed to provide financial product advice in relation to Tinybeans shares or any other financial product. You should note that the occurrence or consequences of many of the risks described in this section are partially or completely outside the control of Tinybeans, its directors and management. Further, you should note that this section focuses on the key risks and does not purport to list every risk that Tinybeans may have now or in the future. It is also important to note that there can be no guarantee that Tinybeans will achieve its stated objectives or that any forward looking statements, expectations, illustrations or forecasts contained in this Presentation will be realised or otherwise eventuate. All potential investors should satisfy themselves that they have a sufficient understanding of these matters, including the risks described in this section, and have regard to their own investment objectives, financial circumstances and taxation position. Cooling off rights do not apply to the acquisition of New Shares under the Equity Raising.

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# Key Risks: Acquisition Specific Risks

<b>Acquisition Risk</b>	<p>Tinybeans and its advisers have undertaken targeted financial, operational, legal, tax and other analyses in respect of Red Tricycle in order to determine its attractiveness to Tinybeans and whether to pursue the Acquisition. It is possible that such analysis, and the assumptions made by Tinybeans and its advisers, draws conclusions and forecasts which are inaccurate or which are not realised in due course (whether because of flawed methodology, misinterpretation of economic or other circumstances or otherwise). To the extent that the actual results achieved by Red Tricycle are weaker or its actual position is different than those indicated by Tinybeans' analysis, there is a risk that there may be an adverse impact on the financial position and performance of Tinybeans.</p>
<b>Key Person Risk</b>	<p>The successful operation of Red Tricycle's business relies on its ability to retain experienced and high-performing key management and operating personnel with the Red Tricycle Group. Red Tricycle as a subsidiary of Tinybeans may not successfully retain existing, and / or attract new, key management personnel.</p> <p>Although a condition of the Acquisition is that certain key Red Tricycle employees enter into new employment agreements with Tinybeans, the unexpected loss of any key members of management or operating personnel may prevent or delay integration of the Acquisition and / or may have a material adverse effect on the financial performance of Red Tricycle and Tinybeans after completion of the Acquisition.</p>
<b>Assumed Liabilities</b>	<p>Following the Acquisition, Tinybeans will be required to account for any outstanding liabilities that Red Tricycle has incurred in the past, including any liabilities which were not identified during its due diligence or which are greater than expected, for which insurance may not be available, and for which Tinybeans may not have post-completion recourse under the Acquisition Agreement and which may include fines, penalties or other sanctions. These could include liabilities relating to current or future litigation, default on tax obligations, failure by Red Tricycle or a subsidiary to hold required regulatory approvals, authorisations or licences, non-compliance with law, regulatory actions (including without limitation in relation to any such failure), health and safety claims (including in relation to accidents that occurred or will occur in the course of Red Tricycle's operations), warranty or service level claims and other liabilities. Such liabilities may adversely affect the financial performance or position of Red Tricycle post-acquisition and even put at risk the group's capacity to carry on its business, either at all or from one or more of the geographic sites from which the group currently operates, which may be more costly than expected to remedy. There is a risk that potential liabilities were not uncovered as part of Tinybeans' due diligence review or that such liabilities may be larger or have more serious consequences than Tinybeans anticipated and Tinybeans may be required to account for these liabilities, which may materialise and have an adverse impact on its financial position, financial performance and its share price.</p>

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# Key Risks: Acquisition Specific Risks

<b>Completion Risk</b>	<p>Completion of the Acquisition is subject to a number of conditions, including those set out on slide 21. If these conditions are not satisfied or they take longer than anticipated to satisfy (and they are not otherwise waived), completion of the Acquisition may be delayed, or may not occur at all. If these conditions are not satisfied by the sunset date set out in the Acquisition Agreement, then Red Tricycle may terminate the Acquisition Agreement.</p> <p>If completion of the Acquisition is delayed, Tinybeans may incur additional costs and it may take longer than anticipated for Tinybeans to realise the benefits of the Acquisition (including the anticipated synergy benefits).</p>
<b>Red Tricycle Warranties</b>	<p>Any losses arising out of warranty breaches or indemnity claims for which Tinybeans has no recourse against the Red Tricycle shareholders may have a material adverse effect on the performance of Tinybeans after completion of the Acquisition.</p> <p>The Acquisition Agreement contains warranties by Red Tricycle in relation to its business and an indemnity by each Red Tricycle shareholder for any breach of a Red Tricycle warranty. The indemnity is several and not joint and is also subject to limitations including as to quantum. Accordingly, there is a risk that Tinybeans may not be able to fully recover any loss suffered as a result of a breach of a Red Tricycle warranty. This may have a material adverse impact on Tinybeans following completion of the Acquisition.</p>
<b>Change of Control</b>	<p>The Acquisition will result in a change of control of Red Tricycle. There are a number of contractual arrangements that Red Tricycle has with customers and suppliers which are the subject to review, consent or termination rights on change of control. There is no guarantee that these customers and suppliers will not exercise these rights, including to terminate their arrangements with Red Tricycle. If these rights are exercised, this could have materially adverse consequences for Tinybeans following completion of the Acquisition including loss of revenue and disruption to its business.</p>
<b>Compliance Burden</b>	<p>Red Tricycle is a business based in California, United States. There may be increased operational costs for Tinybeans following completion of the Acquisition as a result of operating in an additional jurisdiction, including costs related to legal and regulatory compliance.</p>

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# Key Risks: Acquisition Specific Risks

## Due Diligence Risk

Tinybeans undertook a due diligence process in respect of Red Tricycle, which relied in part on the review of financial and other information provided by Red Tricycle. While Tinybeans considers the due diligence process undertaken to be appropriate in the circumstances of the opportunity to enter into the Acquisition, Tinybeans is not able to guarantee that its due diligence investigations were comprehensive, nor is it able to verify the accuracy, reliability or completeness of all of the information which was provided to it against independent data. Similarly, Tinybeans has prepared (and made assumptions in the preparation of) the financial information included in this Presentation relating to Red Tricycle on a stand-alone basis and also relating to Tinybeans post-Acquisition in reliance on limited financial information and other information provided by Red Tricycle. Some of this information was unaudited. Tinybeans is unable to verify the accuracy or completeness of any of the information provided by or about Red Tricycle. If any of the data or information provided to and relied upon by Tinybeans in its due diligence process and its preparation of this Presentation proves to be incomplete, incorrect, inaccurate or misleading, there is a risk that the actual financial position and performance of Tinybeans may be materially different to the financial position and performance expected by Tinybeans and reflected in this Presentation. Investors should also note that there is no assurance that the due diligence conducted was conclusive and that all material issues and risks in respect of the Acquisition have been identified and avoided or managed appropriately. Therefore, there is a risk that unforeseen issues and risks may arise, which might also have a material impact on Tinybeans (for example, Tinybeans may later discover liabilities or defects which were not identified through due diligence or for which there is no protection or recourse for Tinybeans).

This might adversely affect the operations, financial performance or position of Red Tricycle and Tinybeans (either directly or indirectly). Further, the information reviewed by Tinybeans includes forward-looking information. While Tinybeans has been able to review some of the foundations for the forward-looking information relating to Red Tricycle, forward-looking information is inherently unreliable and based on assumptions that may not be achieved or satisfied in the future.

## Future Earnings

Tinybeans has undertaken financial and business analysis of Red Tricycle in order to determine its attractiveness to Tinybeans and whether to pursue the Acquisition. To the extent that the actual results achieved by Red Tricycle are weaker than those anticipated, or any unforeseen difficulties emerge in integrating the operations of Tinybeans, there is a risk that the revenue achieved by Red Tricycle, or the financial performance of Red Tricycle or Tinybeans may differ from Tinybeans' analysis in a material adverse way.

## Achievement of Synergies

There is a risk that the realisation of synergies or benefits described in this Presentation or inherent as part of the Acquisition may not be achieved in a timely manner, at all or to the extent envisaged, or that the costs associated with achieving them may be higher than anticipated. Potential issues and complications influencing the achievement of targeted benefits include experiencing lower than expected cost savings, experiencing lower than expected productivity improvements, experiencing lower than expected increase in services, unanticipated losses of key employees, and changes in market conditions.

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